



Chard Rugby Football Club (Chard RFC) Sponsorship Terms & Conditions

1. Parties

These Terms & Conditions form part of the Sponsorship Agreement between Chard Rugby Football Club ("the Club") and the Sponsor named within the Sponsorship Agreement.

2. Term of Agreement

The Sponsorship Agreement shall commence on the date of signing and shall remain in force for the duration of the relevant rugby season unless otherwise agreed in writing by both parties.

Unless expressly stated, sponsorship benefits shall conclude at the end of the season to which the sponsorship relates.

3. Sponsorship Fee and Benefits

The Sponsorship Fee and associated benefits shall be as detailed within the Sponsorship Package and Sponsorship Agreement.

The Club will use reasonable endeavours to provide the agreed sponsorship benefits throughout the term of the agreement.

The Sponsor acknowledges that the Club does not guarantee any specific level of attendance, exposure, publicity, social media reach, website traffic, commercial return, or financial benefit arising from the sponsorship.

4. Payment Terms

The Sponsorship Fee shall be payable within 14 days of signing the Sponsorship Agreement unless alternative payment arrangements have been agreed in writing by the Club.

The Club reserves the right to withhold, suspend, or withdraw sponsorship benefits where payment remains outstanding.

Failure to make payment within the agreed timescales may result in termination of the Sponsorship Agreement.

All sponsorship fees are exclusive of VAT where applicable.

5. Use of Sponsor Name, Logo and Branding

The Sponsor grants the Club a non-exclusive licence to use its name, logo, trademarks, and approved promotional materials for the purposes of delivering the sponsorship benefits and promoting the relationship between the Club and Sponsor.

The Sponsor warrants that it owns, or has permission to use, any logos, trademarks, images, or materials supplied to the Club.

The Club agrees not to alter the Sponsor's branding without prior approval, except for resizing or formatting required for practical promotional purposes.

6. Club Reputation and Conduct

The Sponsor agrees to conduct its business in a lawful, ethical, and professional manner.

The Club reserves the right to terminate the Sponsorship Agreement immediately if, in the reasonable opinion of the Club, the Sponsor engages in conduct that may bring the Club, its members, players, volunteers, supporters, sponsors, or governing bodies into disrepute.

7. Compliance with Laws

Both parties agree to comply with all applicable laws, regulations, and industry standards relevant to their activities under this agreement.

8. Data Protection

Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal information exchanged as part of the sponsorship relationship shall only be used for legitimate business purposes relating to the agreement.

9. Confidentiality

Both parties agree to keep confidential any commercially sensitive or proprietary information obtained during the course of the Sponsorship Agreement, unless disclosure is required by law or authorised in writing by the other party.

10. Indemnity and Liability

The Sponsor shall indemnify and hold harmless the Club against any claims, losses, damages, liabilities, costs, or expenses arising from:

- The Sponsor's negligence or misconduct;
- Any breach of this agreement by the Sponsor;
- Any infringement of intellectual property rights relating to materials supplied by the Sponsor.

Nothing within this agreement shall limit either party's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by negligence.

11. Force Majeure

The Club shall not be liable for any failure or delay in providing sponsorship benefits where such failure or delay arises from circumstances beyond its reasonable control, including but not limited to:

- Severe weather;
- Flooding;
- Fire;
- Public health emergencies;
- Government restrictions;
- Utility failures;
- Ground or venue closures;
- Decisions made by the RFU or other governing bodies.

Where possible, the Club will seek to provide alternative promotional opportunities in place of any affected benefits.

12. Termination

The Club may terminate the Sponsorship Agreement immediately where:

- Payment remains outstanding beyond the agreed payment period;
- The Sponsor breaches these Terms & Conditions;
- The Sponsor brings, or is likely to bring, the Club into disrepute.

The Sponsor may terminate the agreement by providing 30 days' written notice.

Where sponsorship benefits have commenced, sponsorship fees shall remain payable in full and are non-refundable except where required by law.

13. Assignment

The Sponsor may not assign, transfer, or otherwise dispose of any rights or obligations under this agreement without the prior written consent of the Club.

14. Dispute Resolution

In the event of a dispute, both parties shall seek to resolve the matter amicably through discussions between authorised representatives.

Where a resolution cannot be reached, the parties may agree to engage an independent mediator before commencing legal proceedings.

15. Amendments

No amendment to this agreement shall be valid unless made in writing and signed by authorised representatives of both parties.

16. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, representations, and understandings relating to the sponsorship.

No party shall rely upon any statement or representation that is not expressly set out within the Sponsorship Agreement and these Terms & Conditions.

17. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.