

HEADLINE SPONSOR APPLICATION FORM (the "Form")

(All fields must be completed, please print clearly in black ink to assist with processing)

We bid to become a Headline sponsor of the 2014 ISBA Annual Conference.

	Amount of Bid Excluding VAT
Our proposed sponsorship fee (the "Sponsorship Fee")	£ (ex. VAT)

Note the minimum bid is £5,750 (plus VAT)

COMPANY INFORMATION

Company Name

Address

Post Code

Company Website

Contact Details *(to whom all communications will be directed)*

Contact Name

Contact Email

Contact Phone No

Please indicate below which Category best describes your business

Category	✓	Category	✓
<u>Banking</u> <ul style="list-style-type: none"> ▪ Banking ▪ Building Societies 		<u>Construction</u> <ul style="list-style-type: none"> ▪ Building Consultants ▪ Construction Companies ▪ Sports Buildings – gyms etc 	
<u>Financial Services</u> <ul style="list-style-type: none"> ▪ Accountants and Accounting Services ▪ Auditors ▪ Finance and Investment Services/ Consultants ▪ Payment Systems ▪ Pensions ▪ School Fees Payment Companies 		<u>Building Services</u> <ul style="list-style-type: none"> ▪ Environmental Services – eg water and waste management ▪ Planned Property Maintenance ▪ Temporary Buildings – eg Portakabins 	
<u>Property – Professional Advisors</u> <ul style="list-style-type: none"> ▪ Acoustic Consultants ▪ Architects/Designers ▪ Property Consultants ▪ Property Management ▪ Project Managers ▪ Quantity Surveyors ▪ Rates advisors ▪ Town Planning advisors 		<u>Equipment Suppliers</u> <ul style="list-style-type: none"> ▪ Floors ▪ Furniture ▪ Internal Fixtures & Fittings ▪ Music & Performance Equipment ▪ Security ▪ Showers and Bathrooms ▪ Signs 	
<u>Office Services</u> <ul style="list-style-type: none"> ▪ Office Supplies ▪ Photocopiers ▪ Printing ▪ Telecommunications - text, radio, web ▪ Web/Graphic Design 		<u>Energy Supply/Services</u> <ul style="list-style-type: none"> ▪ Utility Services ▪ Energy Suppliers ▪ Energy Management Consultants 	
<u>IT and Software</u> <ul style="list-style-type: none"> ▪ Accounting Packages ▪ Computer Hardware ▪ Computer Licences ▪ Computer Software ▪ Management Information Systems ▪ Support Services 		<u>Business and Education Advisors/Services</u> <ul style="list-style-type: none"> ▪ Books and Publishing ▪ Business Consultants ▪ Education Advisors ▪ Marketing / Fundraising ▪ Photographers ▪ Cost Reduction Analysts 	
<u>Legal</u> <ul style="list-style-type: none"> ▪ Health & Safety Advisors ▪ HR Advisors ▪ Law Firms ▪ Legal Advisors 		<u>Clothing</u> <ul style="list-style-type: none"> ▪ Clothing and Uniforms 	
		<u>Transport</u> <ul style="list-style-type: none"> ▪ Minibuses 	
		<u>Domestic Services</u> <ul style="list-style-type: none"> ▪ Cleaning Services ▪ Soft Furnishings 	
<u>Insurance</u> <ul style="list-style-type: none"> ▪ Health Insurance Services ▪ Insurance Services 		<u>Sports</u> <ul style="list-style-type: none"> ▪ Gym and Sports Equipment ▪ Sports Management ▪ Sports Pitches ▪ Swimming Pools 	
<u>Catering Services</u> <ul style="list-style-type: none"> ▪ Caterers ▪ Catering Advisors/Consultants ▪ Catering Equipment ▪ Catering Suppliers 		<u>Other</u> Please specify below 	

We acknowledge and agree that unless we have informed ISBA otherwise, ISBA and ISBA Enterprises Ltd may use the above company information (and such other information as is provided to either of them from time to time) for managing the Conference (including passing the details to their subcontractors, including (but not limited to) agents, facility providers and advertising companies), inviting us to apply for future conferences and for the further purposes we may from time to time consent to.

We acknowledge that the cost of an exhibition stand is separate to any sponsorship offered and a separate on-line application for an exhibition stand must be submitted.

We acknowledge and agree that this bid is subject to the ISBA Terms and Conditions of Headline Sponsorship (attached (and available in the Conference section of our website)), which apply to the exclusion of all other terms. We understand that this bid will not become a legally binding contract unless and until our bid (set out above) is accepted by ISBA Enterprises Ltd by counter-signing this form.

Signed

Print Name Dated

Signed by Janine Brooks on behalf of ISBA Enterprises

Print Name Dated

Please return two signed copies of this form in a sealed envelope marked 'SPONSORSHIP' to be received by the Company Secretary at the ISBA Enterprises before **17.00 on Wednesday 23 October 2013**

Return to: The Company Secretary
ISBA Enterprises
Bluett House
Unit 11 – 12 Manor Farm
Cliddesden
Basingstoke
Hampshire RG25 2JB

**THE INDEPENDENT SCHOOLS' BURSARS ASSOCIATION
ANNUAL CONFERENCE, 2014
THE HARROGATE INTERNATIONAL CENTRE (HIC), HARROGATE**

TERMS AND CONDITIONS OF HEADLINE SPONSORSHIP

In these terms and conditions "we" or "us" refers to ISBA Enterprises Limited (a company registered in England and Wales, company number: 4334495, registered address: Unit 11-12 Manor Farm, Cliddesden, Basingstoke, RG25 2JB), "you" means the prospective headline sponsor or appointed headline sponsor (as appropriate) and "the ISBA" means the Independent Schools' Bursars Association. Terms used in the attached Headline Sponsor Application Form ("the Form") shall bear the same meaning when used in these terms and conditions.

1. The Conference

The details of the ISBA Annual Conference, 2014, HIC, Harrogate are intended to be as follows:

Dates: 7 and 8 May 2014

Venue: The Harrogate International Centre (HIC), Harrogate
(referred to in this Agreement as "the Conference")

Term: From 1 January 2014 until 31 December 2014

2. Bid Process

- 2.1 All Forms must be received by us by **17.00 on Wednesday 23 October 2013**. We will not be liable for loss suffered by potential sponsors as a result of any Forms that are not received, are incomplete or any bids we do not accept.
- 2.1 You have set out in your Form the amount of the Sponsorship Fee you are prepared to pay exclusive of VAT (your "Bid"). Your Bid is made subject to these terms and conditions. Please note that the minimum bid is £5,750 (plus VAT) and we reserve the right not to accept any bid in the event that this minimum amount is not reached.
- 2.3 If we accept your Bid by counter-signing the Form, you shall pay the Sponsorship Fee in return for the Sponsor Benefits (defined below) granted by us. The contract between us shall be governed by the Form, these terms and conditions and the details set out in Schedules 1 and 2, together "the Agreement".
- 2.4 If we do not accept your Bid, we will not grant you the Sponsor Benefits, we will not counter-sign the Form and accordingly these terms and conditions shall not come into force and shall have no effect other than in respect of this Clause 2. Please note that we reserve the right to reject any Bid where, acting reasonably, we consider this is necessary in the best interests of the Conference.
- 2.5 You accept that it is your sole responsibility to ensure the accuracy of the information included in your Form. In the event that you fail to do so (including stating the incorrect Category), we reserve the right to reject your Bid (or, where discovered after the Bid is accepted, rescind the Agreement).

- 2.6 You agree that unless you have informed us otherwise, we and the ISBA may use the details set out in the Form and otherwise provided to either of us for managing the Conference (including passing the details to our subcontractors, including (but not limited to) our agents, facility providers and advertising companies), inviting you to apply for future conferences and for the further purposes you may from time to time consent to.

3. Terms and Conditions

We have set out below the terms and conditions which come into force during the Term in relation to your sponsorship of the Conference. These are subject to variations as posted on the ISBA website at: www.theisba.org.uk/corporate-opportunities/conference-and-exhibition/sponsorship-opportunities.

A. Your Benefits

- 3.1 During the Term we will provide you (or we will procure the provision to you) of the benefits set out in Schedule 1 (“the Sponsor Benefits”).
- 3.2 Please note that the programme for the Conference and details of the Sponsor Benefits are correct at the time of going to print. However, you accept that alterations may occasionally be necessary (including in respect of the Conference floor layout and location of your stand space and other elements of the Sponsor Benefits) and that we reserve the right to make such alterations.

B. Our Rights

- 3.3 We reserve the right to grant the same or substantially the same benefits as comprise the Sponsor Benefits to up to seven (7) third parties.
- 3.4 We reserve the right after consultation with you to re-categorise or amend the Category (as defined in your Form) or any other category, introduce new categories, sub-divide existing and/or any further categories, provided the total number of Headline Sponsors shall not exceed eight (8).

C. Our Obligations

We agree:

- 3.5 to use our reasonable endeavours to stage the Conference and run it to the best of our ability;
- 3.6 not to change materially the details of the Conference (as defined in this Agreement) without notifying you in advance; and
- 3.7 not to grant the Sponsor Benefits to any third party the whole or a substantial part of whose business directly conflicts with the whole or a substantial part of your business without your express prior agreement.

D. Your Obligations

- 3.8 You agree to sponsor the Conference for the Term.
- 3.9 We will invoice you for a non-refundable deposit of £1,000 plus VAT on the date we inform you that your application has been accepted. It is a condition of this Agreement that payment of the deposit must be made by **29 November 2013**.
- 3.10 You agree to pay us the balance of the Sponsorship Fee on or before **24 January 2014**.
- 3.11 We reserve the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the event of late payment, we may also withhold all or any of the Sponsor Benefits. This may include (but is not limited to) the revocation of priority allocation of a stand at the Conference and seeking a replacement sponsor in your Category.

E. Licences of Logos

- 3.12 You hereby grant us a royalty-free non-exclusive licence to use your name and logo (logo to be provided on acceptance of sponsorship and set out in Schedule 2, part 1) to run and promote the Conference and to provide you with the Sponsor Benefits. We undertake to follow any reasonable instructions you may give us in relation to our use of your name and/or logo. You acknowledge and agree that it may not be possible for us to revise the Conference materials to reflect any subsequent change to your name and/or logo and that any revisions that we agree to make shall be subject to payment by you of our related costs.
- 3.13 You are hereby granted a royalty-free non-exclusive non-transferable licence during the Term to use one or both of the ISBA's names as attached in Schedule 2, part 2 ("the ISBA Trade Name") for the purposes set out in Schedule 1, provided in all cases we have given prior written approval to each use of the ISBA Trade Name which you propose to make, and you undertake to follow any reasonable instructions we may give in relation to your use of the ISBA Trade Name. You agree not to make any use of any of our or the ISBA's other names or logos (or any names or logos that are confusingly similar to them) ("ISBA IPR").
- 3.14 Neither of us shall do anything to compromise the distinctiveness or reputation of the other or the names or logos licensed under Clauses 3.12 and 3.13 ("the Licensed Logos") (or the ISBA IPR) or do anything which affects directly or indirectly any registration of the Licensed Logos (or the ISBA IPR). Without prejudice to the above, we reserve the right to require you to cease any use of the ISBA Trade Name that we consider may damage the reputation of or otherwise harm us, the ISBA and/or the Conference.
- 3.15 Neither of us shall use the other's Licensed Logos in association with any part of our respective corporate business or trading name or style.
- 3.16 The ISBA Trade Name (and all other ISBA IPR) is and shall remain the property of the ISBA or us (as applicable) and your name and logo are and shall remain your property. We each agree that any goodwill that accrues from either of our respective use of the other's Licensed Logos shall belong to the other.
- 3.17 Neither of us warrants the validity of any registrations in respect of our Licensed Logos.

3.18 We each agree to give the other full co-operation in any action, claim or proceedings brought or threatened in respect of our respective Licensed Logos (or any part of them). Neither of us is entitled to bring any action nor settle or compromise any claim or action against third parties in relation to the other's use of any Licensed Logos licensed under this Agreement.

F. Publicity Materials

3.19 Each party undertakes that any publicity materials produced by it or on its behalf relating to the Conference or your sponsorship of it or referring to the other party complies with the provisions of the Advertising Standards Authority Advertising Codes (as amended from time to time) and the terms of this Agreement and that it shall not infringe the rights of any third party and shall conform to the highest standards of good taste and decency.

3.20 We reserve the right to review your proposed publicity materials in advance and to veto any materials which we reasonably consider to contravene Clause 3.19.

G. Alteration or postponement of the Conference

3.21 We reserve sole discretion over the organisation, operation and promotion of the Conference. Any statements made as to audience projections or methods or timing of promotion shall constitute only general indications and shall not amount to any representation or warranty made by us.

3.22 We shall use our reasonable endeavours to ensure that the Conference takes place in accordance with the details set out in Clause 1 above. However, we reserve the right, subject to notifying you in advance in accordance with Clause 3.6 above, to alter the details of the Conference, including postponing or rescheduling the Conference, where in all the circumstances we reasonably decide to do so.

H. Cancellation by us and Force Majeure

3.23 We reserve the right to cancel or postpone the Conference at any time and for any reason and offer a credit or a refund to you. This shall be our sole liability to you.

3.24 If we are prevented or delayed from performing our obligations under this Agreement by any factor or the threat of any factor beyond our reasonable control (including, for the avoidance of doubt, but without limitation, any decision by us to cancel or postpone all or part of the Conference or any of the events comprised in the Sponsor Benefits, as a result of the same) (a "Force Majeure Event"), we shall not be liable for any such failure or delay in the performance of our obligations and no payments made by you shall be repayable or returnable to you other than as set out below provided that we have:

(a) used reasonable endeavours to perform our obligations under this Agreement and to mitigate the effect of the Force Majeure Event; and

(b) given as much written notification as is reasonably practicable to you on and of the occurrence of the Force Majeure Event, the events giving rise to that Force Majeure Event and an estimate of the length of the resulting delay, if any,

Provided that if we cancel the Conference on or before 1 March 2014, we will refund to you such amount of the Sponsorship Fee which has not already been used in relation to the Conference.

I. Cancellations and Changes by Headline Sponsors

- 3.25 All cancellations and proposed changes to your Bid must be made in writing to us (contact details as set out below in Clause 3.42), and will be acknowledged in writing. No amendments to the Agreement proposed by you shall be binding without our prior written agreement.
- 3.26 There is no charge for cancellations made in writing to us by 31 December 2013 other than retention of the non-refundable deposit.
- 3.27 For cancellations made after 31 January 2014, we reserve the right to retain the full (or part of the) Sponsorship Fee as a cancellation fee where we are unable to find a replacement Headline Sponsor with a bid equal to or greater than your Bid. Refunds will be made after the Conference, no later than 30 days after the final day.

J. Termination

- 3.28 Subject to points (a) and (b) below and cancellation under Sections H and I above, this Agreement shall continue in force for the Term. Either of us may terminate this Agreement without prejudice to our other remedies forthwith by written notice given to the other if the other:
- (a) commits a material breach or repeated minor breaches of this Agreement and in the case of such a breach which is capable of being remedied does not remedy the same within 14 days of having been given written notice specifying the breach and requiring it to be remedied; or
- (b) is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over its assets or ceases (or appears likely to cease) for any reason to carry on business.
- 3.29 Upon termination of this Agreement or expiry of the Term for any reason you shall forthwith cease to use the ISBA Trade Name and any of the other Sponsor Benefits, we shall cease to use your name and logo and neither of us shall hold itself out as being connected with the other (provided that we may (at our discretion) continue to use your name and logo in Conference materials that have already been produced or commissioned).
- 3.30 Termination of this Agreement for whatever reason shall not affect the accrued rights or remedies of the parties arising in any way out of this Agreement as at the date of termination and in particular, but without limitation, the right of either party to recover damages from the other.

K. Liability

- 3.31 We shall indemnify you and keep you fully and effectively indemnified from and against any direct loss, damages or expenses (including, without limitation, reasonable professional fees and expenses but excluding any loss of profits) incurred or suffered by you arising out of any material breach of this Agreement by us, our employees or contractors, provided that

(subject to Clause 3.34) our total liability under this Agreement shall not exceed the Sponsorship Fee. The ISBA shall have no liability to you under this Agreement.

- 3.32 You shall indemnify us and keep us fully and effectively indemnified from and against any direct loss, damages or expenses whatsoever (including, without limitation, reasonable professional fees and expenses and loss of profits) incurred or suffered by us arising out of any negligence or breach of this Agreement by you, your employees or contractors.
- 3.33 Without prejudice to the provisions of Section J and this Section K, in the event of breach of this Agreement by you, we reserve the right to withdraw all or any of the Sponsor Benefits without liability to you.
- 3.34 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from the negligence of that party or any other liability that cannot as a matter of law be excluded.

L. Insurance

- 3.35 You undertake to maintain adequate insurance to cover all of your liabilities arising under or in relation to this Agreement (including public liability insurance of not less than £5million) with a reputable provider and to provide us on request with written confirmation that such insurance is in place.

M. Confidentiality

- 3.36 Each of us shall maintain secret and confidential all information obtained from the other pursuant to, in the course of, prior to and in contemplation of this Agreement including the amount of the Sponsorship Fee. You agree to disclose any such information of ours only to those of your employees who may reasonably need to know the same and you shall procure that all employees who have access to such information shall be made aware of and subject to the same obligations.

N. Dispute Resolution

- 3.37 In the event of a dispute arising out of or in relation to this Agreement, the parties shall first seek to reach an amicable settlement of the dispute.
- 3.38 This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

O. General

- 3.39 Entire Agreement: The Agreement constitutes the whole agreement between us and you relating to its subject matter and supersedes and extinguishes any other terms or representations provided that this paragraph shall not operate to exclude either party's liability to the other for fraudulent misrepresentation or any warranties implied by law or statute which cannot lawfully be limited or excluded.
- 3.40 Waiver: Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement.
- 3.41 Severability: In the event that any terms, conditions or provisions in this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or

provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

- 3.42 Notices: Any notice, request or other document to be submitted under this Agreement shall be delivered personally or sent by first class or recorded delivery mail to the address appearing in the Form or such other address as that party shall notify in accordance with this paragraph. The notice will be effective: (a) if delivered personally, on the date of delivery or (b) if posted, (i) if sent by first class post, on the second working day after posting) or (ii) if sent by recorded delivery, on the date on which the delivery was recorded to have been made.
- 3.43 No Partnership or Agency etc: Except as permitted by this Agreement, neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.
- 3.44 Third Party Rights: This Agreement shall be enforceable by the ISBA but otherwise shall not confer any rights on any third parties.
- 3.45 Bribery: Each of the parties agrees that it will not act in a manner (in particular when acting as an associated person of the other party) that constitutes a breach of applicable laws, regulations, codes and sanctions including, but not limited to, those relating to anti-bribery and anti-corruption including the Bribery Act 2010.
- 3.46 Execution of this Agreement: This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall together constitute one and the same instrument.

SCHEDULE 1

The Sponsor Benefits

- A right to refer to their own company in their own advertising and corporate literature as an “Official Sponsor of the ISBA Annual Conference, Harrogate 2014”, subject to Clause 3.13.
- Priority allocation, before other exhibitors, of a stand in the exhibition. **THIS IS NOT INCLUDED IN THE SPONSORSHIP PRICE.** (There is a separate application process and charge for exhibition stands.)
- An invitation for two representatives to attend the New and Overseas Bursars’ Reception at lunchtime on Wednesday 7 May 2014.
- Sponsor will automatically be entitled to four tickets for representatives at the evening meal on Wednesday 7 May 2014.
- An invitation for two representatives to attend the Annual Bursars’ Dinner as guests of the ISBA on Thursday 8 May 2014.
- Company logo appearing on the delegates’ conference papers, dinner menus, in the main auditorium, at various points in the venue during conference and on the ISBA website for 12 months.
- Where your company logo appears on the ISBA website it will be possible to have a click through to your own website.
- The Chairman giving specific acknowledgement and thanks to the ‘Headline’ sponsors during his opening address to the Conference, and at the Annual Dinner.
- Specific acknowledgement and thanks being given to the ‘Headline’ sponsors in the Conference Programme and Report published in *The Bursar’s Review*.
- Product/Service Category exclusivity, subject to the ISBA’s rights under Clauses 3.3 and 3.4.

SCHEDULE 2

Part 1 – Headline Sponsor's Name and Logo

Part 2 – Trade Name

- a. ISBA
- b. Independent Schools’ Bursars Association