

# SPONSOR APPLICATION FORM

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

We hereby make application to become a sponsor of the 2018 ISBA Annual Conference in the following category:

	1st Choice	2nd Choice*
Conference Headline Partner - £22,750 excluding VAT		
Conference Event Sponsor - £16,750 excluding VAT		
Conference Support Sponsor - £12,750 excluding VAT		

\*In the event that we receive more than the restricted number in each category we will consider a second choice option.

## COMPANY INFORMATION

Company Name:

Business category your sponsorship will represent: (Max 50 words)

Address:

Postcode:

Company Registration No:

Company Website:

## CONTACT DETAILS (to whom all communications will be directed)

Contact Name:

Job Title:

Contact Email:

Contact Phone No:

Please indicate ways in which you think your business ethos is similar to that of the ISBA:

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## FOR CONFERENCE HEADLINE PARTNER APPLICATIONS ONLY

**Stand Size:** As a Headline Partner sponsor the stand size is 15m<sup>2</sup>. Would you be interested in building your own bespoke stand?

YES/NO

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## FOR CONFERENCE EVENT SPONSOR APPLICATIONS ONLY

Please indicate which event item you are particularly interested in sponsoring:

- Wednesday evening drinks/cocktail reception
- Wednesday evening entertainment
- Thursday evening drinks reception
- Thursday evening After Dinner Speaker

**Stand Size:** As a Conference Event sponsor the stand size is 9m<sup>2</sup>. Would you be interested in increasing your stand to an A Plus (12m<sup>2</sup>) for an additional cost of £1,545?

YES/NO

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## FOR CONFERENCE SUPPORT SPONSOR APPLICATIONS ONLY

Please indicate an item(s) that you would be interested in branding and explain why.

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**Stand Size:** As a Conference Support sponsor the stand size is 9m<sup>2</sup>. (If you are interested in alternative options please discuss with the ISBA Event Organisers.)

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 included in this sponsorship offer. If the offer of sponsorship is rejected by the ISBA we acknowledge that 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 Sponsorship attached (and available in the Conference section of our website), which apply to the exclusion of all other terms. We understand that this application will not become a legally binding contract unless and until our application (set out above) is accepted by ISBA Enterprises Ltd by counter-signing this form.

Your signature below is taken as authorised acceptance of sponsorship entitlements as per the sponsorship proposal and acceptance of the terms and conditions.

**Signed:**

**Dated:**

**Print Name:**

**Position:**

**Signed by Barbara Jackson on behalf of ISBA Enterprises Ltd**

**Dated:**

**Print Name:**

Please return two signed copies of this form marked 'SPONSORSHIP' to be received before 5.00pm on Friday 29 September 2017

**Return to:**

ISBA Enterprises Ltd  
Bluett House,  
Unit 11 - 12 Manor Farm,  
Cliddesden,  
Basingstoke  
Hampshire RG25 2JB

Or email: (scanned signed copy) to: [office@theisba.org.uk](mailto:office@theisba.org.uk)

# TERMS AND CONDITIONS OF 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 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, 2018, Brighton are intended to be as follows:

**Dates:** 9 and 10 May 2018

**Venue:** The Brighton Centre (referred to in this Agreement as “the Conference”)

**Term:** From 1 January 2018 until 31 December 2018

## 2. APPLICATION PROCESS

- 2.1 All application forms must be received by us by 5.00pm on Friday 29 September 2017. 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 applications we do not accept.
- 2.1 You have indicated in your Form the sponsorship package you are applying for (your “application”). Your application is made subject to these terms and conditions.
- 2.2 We will use the information contained within the application form to assess each application to ensure a suitable business synergy. In the event of over subscription for any of the three categories the ISBA may contact you to discuss your application and possible variation or alternative options.
- 2.3 If we accept your application 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 application, 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 application 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 Business Category), we reserve the right to reject your application (or, where discovered after the application 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 selecting applicants, 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](http://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 five (5) third parties for Headline Partner applications, up to three (3) other for Event Sponsor applications and up to seven (7) for Support Sponsor applications.
- 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 Sponsors shall not exceed eighteen (18).

#### **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 same Sponsor Benefits within the same category 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 £2,000 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 27 October 2017.
- 3.10 You agree to pay us the balance of the Sponsorship Fee on or before 19 January 2018.
- 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 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.
- 3.21 Requirements, including acceptable formats, for artwork, editorial content, signage and other material will be sent to you at a later date with relevant due dates. In the event that these items are not received by us by the due date or in a suitable format their intended purpose cannot be guaranteed. The value of these entitlements will not be refunded if that is the case.

#### **G. Alteration or postponement of the Conference**

- 3.22 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.
- 3.23 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**

- 3.24 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.
- 3.25 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 2018, 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**

- 3.26 All cancellations and proposed changes to your application must be made in writing to us (contact details as set out below in Clause 3.43), and will be acknowledged in writing. No amendments to the Agreement proposed by you shall be binding without our prior written agreement.
- 3.27 There is no charge for cancellations made in writing to us by 31 December 2017 other than retention of the non-refundable deposit.
- 3.28 For cancellations made after 20 January 2018, 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 Sponsor. Refunds will be made after the Conference, no later than 30 days after the final day.

#### **J. Termination**

- 3.29 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.
- 3.30 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).
- 3.31 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**

- 3.32 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.
- 3.33 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.
- 3.34 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.
- 3.35 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**

3.36 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**

3.37 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. 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**

3.38 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.

3.39 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**

3.40 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.

3.41 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.

3.42 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.

3.43 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.

3.44 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.

3.45 Third Party Rights: This Agreement shall be enforceable by the ISBA but otherwise shall not confer any rights on any third parties.

3.46 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.

3.47 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	Conference Headline Partner	Conference Event Sponsor	Conference Support Sponsor
Guaranteed conference exhibition stand	✓	✓	✓
Size A Premium stand (15m <sup>2</sup> ) included in the package	✓		
Flexibility to create bespoke stand space (subject to approval)	✓		
Size A stand (9m <sup>2</sup> ) included in the package		✓	✓
Option to upgrade stand size to size A Plus (12m <sup>2</sup> ) additional cost		✓	✓
Priority choice of stand size and position	1st	2nd	3rd
Additional stand fascia signage including sponsor logo	✓		
Business category exclusivity in your sponsorship category	✓	✓	✓
Exhibitor passes allocated per stand - no further passes will be available.	7	6	5
Exhibitor lunch tickets included per day	7	6	5
Number of Invitations to the New to Conference and International Bursars reception and lunch	2	0	0
Number of Invitations to the Wednesday evening event	2	4	2
Invitations to the Association's Annual Dinner on Thursday evening	2	1	0
Logo placement in main auditorium	✓		
Logo placement in breakout rooms	✓		
Recognition on printed conference materials	✓		
Recognition in Bursar's Review Conference Programme	✓	✓	✓
Logo placement on ISBA website with click through to sponsors' website	✓		
Sponsor promotional video clip on auditorium and breakout room screens	✓		
2 page editorial in the Conference Programme	✓		
Listing in conference programme	Enhanced	Enhanced	Standard
Right to use title "ISBA Conference Headline Partner 2018"	✓		
Use of the ISBA branded conference logo for 12 months	✓		
Logo placement on event signage and pull-up banner placement	Conference Centre	Dinner Venues	
Conference Centre	✓		
Dinner venues		✓	
Sponsor pull-up banner placement in the dinner venues		✓	
Opportunities to sponsor evening drinks receptions and entertainment		✓	
Logo placement on evening menus		✓	
Opportunities to brand delegate items in packs, lanyard, Conference App			✓
Invitation to attend lunchtime networking session at the ISBA New Bursars' Course in November 2018 (nominal additional cost applies)	✓		

## SCHEDULE 2

Part 1 - Headline Sponsor's Name and Logo

Part 2 - Trade Name

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