

# 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 2020 ISBA Annual Conference in the following category:**

	1st Choice	2nd Choice*
Conference Headline Partner - £27,250 excluding VAT		
Conference Event Sponsor - £19,250 excluding VAT		
Conference Support Sponsor - £15,500 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 let us know why you are particularly interested in becoming an Event Sponsor and indicate what additional services or products, if any, you could offer as part of your sponsorship:

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**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 (10.5m<sup>2</sup>) for an additional cost of £1,000?

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 4 October 2019.

**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), (i) **you** means, as applicable, the prospective and/or appointed Headline Partner or the prospective and/or appointed Sponsor (in any case as set out in your Sponsor Application Form (**Form**)); and the **ISBA** means the Independent Schools' Bursars Association.

Terms used in the **Form** shall bear the same meaning when used in these terms and conditions. Terms defined in the table set out in Part One below shall also have those meanings when used in these terms and conditions.

## PART ONE: SPONSORSHIP DETAILS

<b>Conference</b>	The Independent Schools' Bursars Association Annual Conference 2020
<b>Dates</b>	12 and 13 May 2020
<b>Venue</b>	The ICC Birmingham
<b>Term</b>	From 1 January 2020 until 31 December 2020
<b>Closing date for Sponsor Application Forms</b>	Friday 4 October 2019 – 5.00pm
<b>Sponsor Benefits</b>	See Schedule 1
<b>Sponsorship Fee</b>	Conference Headline Partner: £27,250 plus VAT Conference Event Sponsor: £19,250 plus VAT Conference Support Sponsor: £15,500 plus VAT
<b>Non-Refundable Deposit</b>	£2,000 plus VAT to be paid on or before 1 November 2019
<b>Balance</b>	As confirmed in the confirmation of your application. To be paid on or before 31 January 2020.
<b>Cancellation Policy</b>	There is no charge for cancellations made in writing to us by 31 December 2019 other than retention of the non-refundable deposit.  If notice of cancellation is received by us after 31 January 2020 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.
<b>ISBA Marks</b> (the ISBA names and logos that may be used in accordance with clause 2.10 and Schedule 1)	<b>All Sponsors:</b> "ISBA" and "Independent Schools' Bursars Association" (name only – use of the ISBA logo is not granted)  <b>Headline Partners only:</b> "ISBA Conference Headline Partner" and ISBA branded conference logo

**PART TWO: TERMS & CONDITIONS**

**1. APPLICATION PROCESS**

- 1.1 The contract between you and us shall be governed by the Form and Part One, Part Two and Schedule 1 of these terms and conditions (together the Agreement). If we do not accept your application, these terms and conditions shall have no effect other than in respect of this Clause 1.
- 1.2 Your application is only accepted by us when we counter-sign the Form and not by any other means. We reserve the right to reject any application at any time at our sole discretion.
- 1.3 It is your sole responsibility to ensure the accuracy of the information included in your Form. In the event that we discover that you have provided inaccurate information (including stating the incorrect Category), we reserve the right to reject your application or, where discovered after the application is accepted, rescind the Agreement.
- 1.4 We will assess each application to ensure a suitable business synergy. In the event of over subscription of any Category, the ISBA may contact you to discuss alternative options.
- 1.5 Any personal data (as defined under applicable data protection legislation) submitted as part of your application and otherwise obtained through the performance of this Agreement will be processed in accordance with our privacy notice which is available at <https://www.theisba.org.uk/about-us/privacy-notice.aspx>.
- 1.6 We will not be liable for loss suffered as a result of any Forms that are not received, are incomplete or any applications we do not accept.

**2. THE CONFERENCE**

- 2.1 These terms and conditions are subject to variations 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. Sponsor Benefits**

- 2.2 During the Term, and depending on your Category, we will provide you (or we will procure the provision to you) of the applicable benefits set out in Schedule 1 (the Sponsor Benefits).
- 2.3 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. Categories of Sponsors**

- 2.4 We reserve the right to grant the applicable Sponsor Benefits to a maximum of:
- 2.4.1 eight (8) Conference Headline Partners;
- 2.4.2 four (4) Conference Event Sponsors; and
- 2.4.3 eight (8) Conference Support Sponsors.
- 2.5 We also 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, or sub-divide categories, provided that the total number of Sponsors shall not exceed twenty (20).

**C. Our obligations**

- 2.6 We agree:
- 2.6.1 to use reasonable endeavours to stage the Conference and run it to the best of our ability;
- 2.6.2 not to materially change the details of the Conference without notifying you in advance; and
- 2.6.3 not to grant the same Sponsor Benefits within the same Category to any third party the whole or a substantial part of whose business, in our reasonable opinion, directly conflicts with the whole or a substantial part of your business without your prior written agreement (such agreement not to be unreasonably withheld or delayed, or subject to unreasonable conditions).

**D. Your obligations and interest on late payments**

- 2.7 As a condition of this Agreement you agree to:
- 2.7.1 pay the applicable Sponsorship Fee in accordance with the payment details set out in Part One of these terms and conditions; and
- 2.7.2 comply with any reasonable instructions issued by us or the Venue in relation to the Conference, your Sponsor Benefits or otherwise in relation to the performance of this Agreement.
- 2.8 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. Licence of names and logos**

- 2.9 You hereby grant us a royalty-free, non-exclusive licence to use your name and logo (the Sponsor Marks) to run and promote the Conference and to provide you with the applicable Sponsor Benefits. We shall follow any reasonable instructions you may give us in relation to our use of the Sponsor Marks. You acknowledge and agree that it may not be possible for us to revise the Conference materials (or any of them) to reflect any subsequent change to the Sponsor Marks and that any revisions that we agree to make to any of the Conference materials shall be subject to advance payment by you of our costs.
- 2.10 We hereby grant you a royalty-free, non-exclusive, non-transferable licence during the Term to use the applicable ISBA Marks (as defined in Part One) for the purposes set out in Schedule 1, provided in all cases we have given our prior written approval to each use of the ISBA Marks, and you undertake to follow any reasonable instructions we may give in relation to your use of the ISBA Marks. You agree not to make any use of any of the ISBA's other names or logos (or any names or logos that are confusingly similar to them).
- 2.11 Neither you or us shall do anything to compromise the distinctiveness or reputation of the other's names or logos or do anything which affects, directly or indirectly, any registration of the other's names or logos. Without prejudice to the above, we reserve the right to require you to cease any use of the ISBA Marks that we consider may damage the reputation of or otherwise harm us, the ISBA and/or the Conference.
- 2.12 Neither you or us shall use the other's names and logos in association with any part of its respective corporate business or trading name or style (other than as contemplated by this Agreement).
- 2.13 The ISBA Marks shall remain the property of the ISBA or us (as applicable) and the Sponsor Marks shall remain your property. Any goodwill that accrues from the use of the ISBA Marks or the Sponsor Marks shall belong to (and is hereby vested in) the respective owner.
- 2.14 We each agree to give the other full co-operation in any action, claim or proceedings brought or threatened in respect of the ISBA Marks or Sponsor Marks (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 its use of the other party's names and logos licensed under this Agreement.

**F. Publicity materials**

- 2.15 Each party undertakes that any publicity materials produced by it or on its behalf relating to the Conference or referring to the other party (or the ISBA):
- 2.15.1 complies with the provisions of the Advertising Standards Authority Advertising Codes (as amended from time to time) and the terms of this Agreement;
- 2.15.2 shall not infringe the rights of any third party; and
- 2.15.3 shall conform to the highest standards of good taste and decency.
- 2.16 We reserve the right to review your proposed publicity materials in advance and to veto any materials which we reasonably consider to contravene Clause 2.15.
- 2.17 Our 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 for the provision of such materials by you to us. In the event that these materials are not received by us in a suitable format by the relevant due date their intended purpose cannot be guaranteed. The value of these Sponsor Benefits will not be refunded in such case.

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

- 2.18 We reserve sole discretion over the organisation, operation and promotion of the Conference. Any statements made by us as to audience projections or methods or timing of promotion are estimates only and shall not amount to any representation or warranty made by either us or ISBA (or any person on their behalf).
- 2.19 We shall use reasonable endeavours to ensure that the Conference takes place in accordance with the details set out in Part One of these terms and conditions. However, we reserve the right, subject to notifying you in advance in accordance with Clause 2.6 above, to alter the details of the Conference, including rescheduling the Conference, where it is reasonable in the circumstances to do so.

**H. Cancellation by us and Force Majeure Events**

- 2.20 We reserve the right to cancel 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.
- 2.21 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 refunded other than as set out in Clause 2.22 below provided that we have:
- 2.21.1 used reasonable endeavours to perform our obligations under this Agreement and to mitigate the effect of the Force Majeure Event; and
- 2.21.2 given you as much written notification as is reasonably practicable of the Force Majeure Event and an estimate of the length of the resulting delay, if any.
- 2.22 If we cancel the Conference due to a Force Majeure event ten (10) weeks before the conference starts, we will refund to you such amount of the Sponsorship Fee which has not already been used in relation to the Conference.

**I. Cancellation and changes by you**

- 2.23 All cancellations and proposed changes to your application must be made in writing using the contact details set out below in Clause 2.39) and will be acknowledged in writing. No amendments to the Agreement proposed by you shall be binding without our prior written agreement.
- 2.24 Cancellation charges are set out in Part One of these terms and conditions. Refunds will be made no later than 30 days after the final day of the Conference.

**J. Termination**

- 2.25 Subject to points 2.25.1 and 2.25.2 below and cancellation under Sections H and I above, this Agreement shall continue in force for the Term (as defined in Part One). Either of us may terminate this Agreement by written notice if the other:
- 2.25.1 commits a material breach or repeated minor breaches of this Agreement and in the case of a material 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
- 2.25.2 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.
- 2.26 Upon termination of this Agreement or expiry of the Term for any reason you shall forthwith cease to use the ISBA Marks and any of the other Sponsor Benefits. We shall cease to use the Sponsor Marks and neither of us shall hold itself out as being connected with the other (provided that we may, at our discretion, continue to use the Sponsor Marks in Conference materials that have already been produced or commissioned).
- 2.27 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 including, but without limitation, the right of either party to recover damages.

**K. Liability**

- 2.28 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, loss

of business or loss of reputation) incurred or suffered by you arising out of any negligence or breach of this Agreement by us, our employees or contractors, provided that (subject to Clause 2.31) our total liability under this Agreement (including under this Clause 2.28) shall not exceed the Sponsorship Fee. The ISBA shall have no liability to you under this Agreement.

- 2.29 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.
- 2.30 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.
- 2.31 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 be excluded as a matter of law.

**L. Insurance**

- 2.32 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**

- 2.33 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 and contractors who may reasonably need to know the same and you shall procure that all employees and contractors who have access to such information shall be made aware of and subject to the same obligations.

**N. Dispute Resolution**

- 2.34 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 (provided that a party is not prejudiced from initiating court proceedings).
- 2.35 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**

- 2.36 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.
- 2.37 Waiver: Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor 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.
- 2.38 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.
- 2.39 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.
- 2.40 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 the other's behalf.



- 2.41 **Third Party Rights:** This Agreement shall be enforceable by the ISBA but otherwise shall not confer any rights on any third parties.
- 2.42 **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.
- 2.43 **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 (10.5m <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	1	2	0
Opportunity to sponsor the Tuesday evening reception		✓	
Invitations to the Association's Annual Dinner on Wednesday evening	2	2	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	✓		
2 page editorial in the Conference Programme	✓		
Listing in conference programme	Enhanced	Enhanced	Standard
Right to use title "ISBA Conference Headline Partner 2020"	✓		
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		✓	
Opportunities to sponsor evening events and entertainment		✓	
Logo placement on evening menus		✓	
Opportunities to brand delegate items e.g. lanyard, Conference App, bag			✓
Invitation to attend lunchtime networking session at the ISBA New Bursars' Course in November 2020 (nominal additional cost applies)	✓		