

# Ecofestival 2023 Eco Fair Sponsorship Terms and Conditions

## DEFINITIONS

<b>Agreement</b>	<b>Agreement</b> means this instrument as originally executed or formally amended.
<b>Beverley Eco Fest 23</b>	A Beverley Festival Organised by Beverley Minster Eco church Group with support from Churches Together in Beverley, and East Riding of Yorkshire Council to promote Eco friendly living. Including but not limited to the Eco fair <b>Event</b>
<b>Event</b>	The Eco fair part of Beverley Eco fest 2023 to be held on 30th September 2023
<b>Site</b>	Beverley Minster, its grounds, Parish Hall and Peter Harrison Room.
<b>Organiser</b>	The Eco church Group of Beverley Minster. Charity number 1132704.
<b>Sponsor</b>	An Individual, Organisation or Company wishing to support the <b>Event</b> by means of financial contributions and/or the supply of goods and/or services.
<b>Sponsorship Request</b>	A formal request to Sponsor the <b>Event</b>
<b>Confirmed sponsor</b>	A sponsorship request accepted and confirmed by the <b>Organiser</b>
<b>Non-attending Sponsor</b>	A <b>Confirmed Sponsor</b> who has chosen not to attend the <b>Event</b>
<b>Sponsorship Package</b>	<b>Main Sponsors (over £1000)</b> You will be listed as a Sponsor in key publicity in the Beverley Eco fest 2023 programme both print and digital, and at the entrance of the Minster during the <b>Event</b> . <b>Sponsor (£250-£999)</b> You will be listed as a Sponsor in key publicity in the Beverley Eco fest 2023 programme both print and digital.
<b>Sponsorship Benefits</b>	Entitlements provided to the <b>Sponsor</b> as part of their <b>Sponsorship Package</b> for the <b>Event</b>
<b>Sponsorship Fees</b>	Monies or other considerations to be paid by the <b>Sponsor</b> to the <b>Organiser</b>
<b>Partners</b>	Third party Individuals, Organisations or Companies performing duties on behalf of the <b>Organiser</b> . The <b>Organiser</b> will provide a full list of <b>Partners</b> upon request.

## 1. THE AGREEMENT

- 1.1. This is an **Agreement** between the **Sponsor** and the **Organiser** and is non-transferable.
- 1.2. The **Agreement** shall commence on confirmation via email by the **Organiser** that the **Sponsor** has become a **Confirmed Sponsor**
- 1.3. The **Organiser** reserves the right to contact engage, solicit and authorise **Partners** to provide services, assistance and support before, during and after the **Event**
- 1.4. The **Organiser** reserves the right to modify this **Agreement** up to 60 days before the **Event**, in such eventuality;
  - 1.4.1. The revised **Agreement** be sent to the **Sponsor**
  - 1.4.2. The **Sponsor** will be granted 28 days to raise formal comment or objections to the changes via email or in writing.
  - 1.4.3. If the **Sponsor** and the **Organiser** are unable to successfully resolve issues due to modifications to this **Agreement**, the **Sponsor** shall be entitled to a full refund of the **Sponsorship Fees** paid by the **Sponsor** less any costs already incurred by the **Organiser**. The **Sponsor** shall not be entitled to any reimbursement of any other costs incurred by the **Sponsor**.

## 2. SPONSORSHIP

The **Sponsor** is required to complete a **Sponsorship Request** and select a **Sponsorship Package** via the online application form at <https://beverleyminster.org.uk/ecofest-23/> or manual submission by email [ecochurch@beverleyminster.org.uk](mailto:ecochurch@beverleyminster.org.uk)

The **Organiser** reserves the right to reject any **Sponsorship Request** not received by 31st July 2023.

The **Organiser** shall review the **Sponsorship Request** and assess it to establish whether the **Sponsor** is compatible with the spirit of the **Event**

If the **Sponsorship Request** is accepted the **Organiser** will notify the **Sponsor** that they are now a **Confirmed Sponsor**.

The **Organiser** will only grant the **Sponsorship Benefits** associated with the **Sponsorship Package** to the **Sponsor**, when the **Sponsor** has become a **Confirmed Sponsor** and the **Sponsorship Fees** have been paid in full.

The **Sponsor** can choose whether or not to be a stallholder at the **Event**. If the **Sponsor** has chosen not to be a stallholder they shall be classified as a **non stallholding Sponsor**.

In order to have a physical presence at **the event** The **Sponsor** will need to purchase an appropriate stallholder or catering package, or run an activity/workshop or seminar see the website (link) for more information and terms and conditions

If the **Sponsor Request** is refused or rejected, the **Organiser** shall notify the **Sponsor** in writing usually by email.

The **Organiser** reserves the right to use the **Sponsorship Fees** to cover the costs of the **Event**, and any other events associated with Beverley Eco fest 23. If there is surplus **Sponsorship Fees** these shall be retained by the **Organiser** for use at Beverley Eco fest 24.

### 3. CANCELLATION BY THE CONFIRMED SPONSOR

- 3.1. If the **Sponsor** wishes to cancel this Agreement, a cancellation request should be sent via email to [ecochurch@beverleyminster.org.uk](mailto:ecochurch@beverleyminster.org.uk)
- 3.2. If the **Sponsor** wishes to cancel this **Agreement** the organiser will consider at its sole discretion making a full or partial refund under specific circumstances following receipt of a written notice from the **Sponsor**.

### 4. PAYMENT TERMS

- 4.1. The **Sponsor** is expected to pay the **Sponsorship Fee** in a reasonable time frame after being notified that they are a **Confirmed Sponsor**. If it is less than 30 days before the **Event** the **Sponsor** is required to pay the **Sponsorship Fee** immediately on becoming a **Confirmed Sponsor**.
- 4.2. If the **Sponsor** experiences problems making the payment they must contact the **Organiser** by sending an email to [ecochurch@beverleyminster.org.uk](mailto:ecochurch@beverleyminster.org.uk)
- 4.3. Failure to pay the **Sponsorship Fee** shall result in cancellation of this **Agreement**.

### 5. TERMINATION

- 5.1. Failure by the **Sponsor** to comply with the terms and conditions may result in termination of this **Agreement** and termination as a **Confirmed Sponsor**. Under such a failure the **Sponsor** shall be liable and the **Sponsor** accepts that no compensation is payable by the **Organiser**.

### 6. EVENT CANCELLATION.

- 6.1. The **Event** will be held largely indoors but could be cancelled due to adverse weather and other unforeseen circumstances including but not limited to torrential rain, wind, lightning, flooding, excessive heat, fire, smoke, biohazard, pandemic, terrorism and other danger to life events and acts of God.

6.2. As the **Organiser** is a charitable organisation the **Organiser** shall accept no liability for the cancellation of the **Event** at any time due to circumstances outside their control. Such cancellation will be based upon ensuring the safety, quality and wellbeing of the **Sponsor** and the general public. In the event of cancellation of the **Event** by the **Organiser** the **Organiser** shall provide refund of the **Sponsor Fees** already paid less any costs that may have been incurred by the **Organiser** as a result of the cancellation. The **Organiser** shall have sole discretion as to whether any refund shall be provided to the **Sponsor**.

## 7. CONFIDENTIALITY

7.1. By entering into this **Agreement** the **Sponsor** and the **Organiser** agree that any **Sponsor Fees** or other agreed financial arrangements between the **Sponsor** and the **Organiser** shall remain strictly confidential.

7.2. Both the **Organiser** and the **Sponsor** agree not to intentionally disclose any such confidential information that has been identified as confidential to third parties except when required by applicable law.

## 8. LIABILITIES AND INSURANCES

8.1. The **Organiser** shall have valid public liability insurance for the **Event**.

## 9. PUBLICITY

9.1. The **Sponsor** shall not use the **Organiser's** name in press or other publicity and promotional materials without the prior written consent of the **Organiser** except where permission is granted as a result of Sponsorship Benefits.

## 10. FORCE MAJEURE

10.1 Neither party to this **Agreement** shall be liable for any failure to perform its obligations arising under this **Agreement** if and to the extent such failure is wholly and directly caused by an event of force majeure. Force majeure shall include acts of God, acts of war, public disorders, insurrections, rebellions, riots, violent demonstrations, sabotage, acts of terrorism, catastrophic or extreme weather conditions or other natural calamities. If an event of force majeure should occur the affected party shall notify the other party and provide comprehensive details of the event.

## 11. GOVERNING LAW

11.1. This **Agreement** shall be governed by and construed in accordance with the laws of England.