



Community Counselling Terms and Conditions

Any Community Counselling Conferences/Event Sponsorship Agreement is subject to the following terms and conditions ("the Conditions").

1. Interpretation

1.1 Please read these terms and conditions carefully as they affect your legal rights and, alongside the relevant Community Counselling Limited agreement, set out the terms and conditions on which we, Community Counselling Limited ("us", "we", "CCL", "Community Counselling Limited"), will contract with a Sponsor ("you", "your", "Sponsor") for sponsorship of any CCL event.

1.3 Your acceptance of the Agreement, whether in writing or by conduct, signifies agreement with, and acceptance of, these Conditions in their entirety.

1.4 The words contained in these Conditions will have the same definition and/or interpretation as those contained in the Agreement.

1.5 Definitions

Activity or Activities: those activities and services to be performed provided by the Host pursuant to this Agreement and more particularly described at Schedule 1 of the Form.

Agreement: means the Form and these terms and conditions collectively.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the Commencement Date outlined in the Form.

Confidential Information: has the meaning given in clause 12 of these Conditions.

Event: mean the event or events outlined in Schedule 1 of the Form.

Form: means the Community Counselling Sponsorship Agreement.

Force Majeure event: has the meaning given in Clause 10 of these Conditions.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Host's Mark means the Host's logo, trademarks and branding.

Sponsor's Mark means the Sponsor's logo, trademarks and branding.

Sponsorship Fee – the Fees outlined on webpage.

Term: the Term of Agreement outlined on the Form.

2 TERM

2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this Agreement, shall continue for the remainder of the Term, when it shall terminate automatically without notice.

3 SPONSORSHIP FEE

3.1 In consideration of the Host's obligations in connection with this Agreement, the Sponsor shall pay the Host the Sponsorship Fee.

3.2 The Sponsorship Fee shall be paid by the Sponsor within 30 days from the date of the invoice issued to the Sponsor by the Host.

3.3 The Sponsor accepts that the Host will incur costs prior to the Event and that the Host reserves the right to submit interim invoices, for a proportion of the Sponsorship Fee, to cover such costs prior to the Event.

3.4 In the event of late payment, the Host reserves the right (and the Sponsor agrees to pay), interest on any amount payable under this Agreement at a rate of 4% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis and be compounded quarterly.

4 OBLIGATIONS OF THE SPONSOR

4.1 The Sponsor shall pay the Host the Sponsorship Fee as outlined in clause 3.2.

4.2 The Sponsor shall provide the Host with the Sponsor's Mark to be used as outlined in Schedule 1 of the Form by 15th September 2022.

4.3 The Sponsor shall provide (or procure the provision of) such assistance as is reasonably required by the Host to enable it to meet its obligations under this Agreement.

4.4 The Sponsor will make no representation, whether express or implied, that it is authorised or endorsed by the Host.

4.5 The Sponsor shall provide all printed materials by 15th September 2022

4.6 The Sponsor shall provide all digital content by 15th August 2022

4.6 The Sponsor will comply fully with the terms of this Agreement.

5 OBLIGATIONS OF THE HOST

5.1 In performing any of the Activities, its duties, or obligations in connection with this contract, the Host shall use reasonable endeavours to:

5.1.1 promote and raise awareness of the Sponsor in order to assist it in achieving the Objective outlined in the brochure.

5.1.2 prominently feature the Sponsor Mark at any event or in any marketing or other activity which constitutes an Activity (as agreed between the parties from time to time);

5.1.3 keep the Sponsor informed as promptly and as reasonably practicable with respect to material developments which might affect the Sponsor's participation in the Activities;

5.1.4 co-operate with the Sponsor to enable the Sponsor to achieve the Objective;

5.1.5 make no representation, whether express or implied, that it is authorised or endorsed by the Sponsor, save as expressly permitted by this Agreement.

5.2 The Host shall discharge its obligations in connection with this Agreement (including, but not limited to, performance of the Activities) to the standard of a competent professional and always in accordance with all applicable laws and regulations.

5.3 The Host shall provide (or procure the provision of) such assistance as is reasonably required by the Sponsor to enable it to comply with any request or requirement of the FCA or any other regulatory authority, relating to this Agreement, to which the Sponsor is subject.

6 LIABILITY

6.1 The Parties' maximum aggregate liability to each other under this Agreement shall be limited in contract, by way of indemnity, tort (including negligence) or otherwise, however arising, to an amount equal to the Sponsorship Fee under this Agreement.

6.2 The Host shall under no circumstances be liable for any:-

A) loss of income; loss of profit; loss of customers; loss of opportunity or damage to the Sponsor's reputation; and/or

B) indirect; special; incidental; or consequential loss or damage, whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, by indemnity, tort (including negligence) or otherwise.

6.3 Nothing in this Agreement shall exclude either party's liability for death and personal injury; fraud; and any other liability that cannot be excluded by law.

7 TERMINATION

7.1 Subject to clauses 7.2 and 7.3, this Agreement shall terminate automatically on the expiry of the Term.

7.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement for convenience by providing the other with 30 days' prior written notice.

7.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

7.3.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 7 days after being notified in writing to do so;

7.3.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

7.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

7.3.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; and

7.3.5 either party (acting reasonably) or any regulatory authority of either party believes that this arrangement is or becomes incompatible with any law or regulation.

7.4 For the purposes of clause 7.3.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

7.4.1 a substantial portion of this Agreement; or

7.4.2 any of the obligations set out in clause 3, 4 and/or 5 of this Agreement, over the Term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

8 CONSEQUENCES OF TERMINATION

8.1 In the event that (otherwise than in circumstances in which the Sponsor is entitled to terminate this Agreement by reason of any breach of this Agreement by the Host) the Sponsor cancels the Event in whole or in part, the following cancellation charges shall apply :-

8.1.1 12 weeks prior to the Event – no charge

8.1.2 12 weeks to 8 weeks prior to the Event – 25% of the Sponsorship Fee

8.1.3 8 weeks to 4 weeks prior to the Event – 50% of the Sponsorship Fee

8.1.4 4 weeks to 2 weeks prior to the Event – 75% of the Sponsorship Fee

8.1.5 2 weeks prior to the Event – 100% of the Sponsorship Fee

8.2 On termination or expiry of this Agreement:

8.2.1 the Host shall cease to use the Sponsor Mark;

8.2.2 the Sponsor shall pay to the Host any sums that are outstanding and to be accounted for under this Agreement;

8.2.3 the Host shall refund to the Sponsor any reasonable portion of the Sponsorship fee attributable to a particular Activity or obligation that has not been discharged by the Host where the Sponsor has terminated this Agreement pursuant to Clause 8;

8.2.4 the following clauses shall continue in force: Clause 1 (Definitions and Interpretation), Clause 6 (Liability), Clause 7 (Termination), Clause 8 (Consequences of Termination), Clause 12 (Confidentiality), Clause 13 (Data Protection) and Clause 22 (Governing Law and Jurisdiction) of this Agreement.

8.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

9 Anti-bribery

9.1 Each party agrees that it shall:

9.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);

9.1.2 maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

9.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Agreement; and

9.1.4 promptly report to the other party any financial or other advantage of any kind being received, offered, promised or given to any persons.

9.2 Breach of this Clause 9 shall be deemed a material breach under the Agreement.

10 Intellectual Property Rights

10.1 The Host and the Sponsor acknowledge as follows:

10.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor. The Host shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them; and

10.1.2 all rights in the Host's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Host. The Sponsor shall not acquire any rights in the Host's Marks, including any developments or variations of them;

10.2 All Intellectual Property Rights in and to any materials produced for the Activities, by or on behalf of the Host or jointly by the Host and the Sponsor, shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the Host and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Host on request, whenever that request is made.

10.3 The Sponsor grants the Host an irrevocable, royalty free licence to use the Sponsor's Mark only for the purposes of fulfilling the Objective. This licence shall terminate automatically on termination of this Agreement.

10.4 The Host shall make reasonable endeavours to only use the Sponsor's Mark for the purposes of fulfilling the Objective.

10.5 The Sponsor may require the Hosts to cease to use the Sponsor Mark at any time by providing written notice.

11 Force majeure

11.1 Either party reserves the right to cancel or suspend its obligations under this Agreement which are not able to be fulfilled by virtue of an event beyond that party's reasonable control ("Force Majeure Event"). The Host shall not be liable for any loss caused by cancellation or postponement of its obligations under this Clause. In the event that the circumstances prevent either party performing its obligations under this Agreement for 30 days or more, either party may terminate this Agreement (in whole or in part) by written notice.

12 Confidentiality

12.1 "Confidential Information" means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its "Representatives") to the other party and that party's Representatives whether before or after the date of the Agreement in connection with:

12.1.1 the existence and terms of the Agreement;

12.1.2 any information disclosed by one party to the other which is marked as or has been otherwise indicated to be confidential;

12.1.3 any information which derives value to a party for being confidential;

12.1.4 any information that would be regarded as confidential by a reasonable business person; and/or

12.1.5 any information developed by the parties in the course of carrying out the Agreement.

12.2 The provisions of this Clause 12 shall not apply to any Confidential Information that:

12.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause 12);

12.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

2.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; and/or

12.2.4 the parties agree in writing is not confidential or may be disclosed.

12.3 Each party shall keep the other party's Confidential Information confidential and shall not:

12.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement ("Permitted Purpose"); or

12.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 12 or as may be required by law, court order or any governmental or regulatory authority.

13 Data Protection

13.1 The following definitions apply in this Clause 13:

Agreed Purpose: the provision of relevant marketing correspondence by the Sponsor subject to the conditions of this Clause 13.

Controller, processor, data subject, personal data, processing and appropriate technical and organisation measures: as set out in the Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.

Permitted Recipients: the parties to this Agreement.

Shared Personal Data: the personal data to be shared between the parties under this Agreement. Shared Personal Data shall be confined to personal data contained within the registration form provided to the data subject by the Host for an Event.

13.2 This Clause 13 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Disclose subject to this Clause 13.

13.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

13.4 Each party shall:

13.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

13.4.2 give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.

13.4.3 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

13.4.4 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

13.4.5 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13.4.6 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

b) ensures that: (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

13.5 The parties agree to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which either party may suffer or incur as a result of any breach by the other of any of the undertakings given in this Clause 13. This indemnity will not apply to relieve a party of any loss caused by its own actions/omissions.

14 Third party rights

14.1 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

15 Variation

15.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16 Assignment and other dealings

16.1 Neither party shall assign or attempt to assign in whole or in part the benefit of this Agreement without the prior written consent of the other party.

17 Waiver

17.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 Rights and remedies

18.1 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19 Severance

19.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 19.2 shall not affect the validity and enforceability of the rest of the Agreement.

20 Entire agreement

20.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, contract, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

21 Notices

22.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be sent by e-mail to deputymanager@ccnyl.org.uk or to Community Counselling Norton Road, Malton YO17 9RD.