

SPONSORSHIP AGREEMENT

DATE: _____

BETWEEN: _____ (Sponsor)
_____ (St Benedict's)

Category of Sponsorship _____ (Class A, B, C or D, see clause 4 for explanation)

The Sponsor agrees to provide St Benedict's in the form of

Sponsorship) (Total value of

TERMS OF AGREEMENT:

1. Using the attached opportunities grid please indicate which items you would be interested in sponsoring.
2. The sponsorship will be for a fixed term of 1 (one) year ("Sponsorship period) commencing on the _____ ("commencement date") and terminating on the _____ ("termination date").
3. In the event that the Sponsor elects to renew this Agreement it should approach St Benedict's by notice in writing from the Sponsor to St Benedict's given and received not later than 60 (sixty) days prior to the termination date, and shall lapse if not so exercised. St Benedict's reserves the right to not renew this Agreement despite receipt of the Sponsor's written notice of renewal.
4. Dependant on the Sponsor's contribution it will be allocated a class and will be granted sponsorship rights as set out below:-
 - a) Class A: These are large, long term Sponsors (in R millions) who are likely to require exclusivity in their business category;
 - b) Class B: These are typically event Sponsors e.g. of a sports festival. St Benedict's will ensure that the organisers are fully aware of any other sponsorship agreements in force, in order to prevent a clash of interest;
 - c) Class C: This involves permanent or semi-permanent advertising on internal sites such as scoreboards, billboards around fields, seat shelters and booms. These will not clash with the higher tiers of sponsorship; and
 - d) Class D: This is incidental sponsorship of a minor nature, e.g. Sponsoring transport to a school event. Proposals in this regard will be brought to the attention of the Headmaster of the appropriate section of the school, so that there can be constant monitoring of the situation across the school and appropriate acknowledgements made e.g. thank you letters etc.
5. Unless the Sponsor instructs St Benedict's in writing as to the specific purpose in which the Sponsor's contribution should be utilised, St Benedict's reserves the right to utilise the Sponsor's contribution in its sole and absolute discretion as it deems fit.
6. The Sponsor agrees to align itself with the ethos of St Benedict's as set out below:-
 - a) all Sponsors and their associated advertising and promotional materials should in no way conflict with the mission, or the ethos of St Benedict's;
 - b) the Sponsor's brand should not clash with St Benedict's ethos, e.g. the advertising of alcohol, cigarettes, drugs or gambling would be considered inappropriate.;
 - c) where the brand of the Sponsor appears in conjunction with the branding of St Benedict's, the latter shall always enjoy prominence. This applies particularly to banners and signage;
 - d) a Sponsor's logo may not be displayed on any official school uniform items; and
 - e) whilst exposure to the parent body will frequently be a Sponsor's objective, addressable lists for direct access will not be made available to the Sponsor.

this policy will apply to any body, committee, school or association that uses St Benedict's logos, crests, name(s), etc. to identify themselves or any event or activity they may organise.
7. In the event that the Sponsor conducts itself in a manner which may otherwise disparage the good name of St Benedict's, St Benedict's reserves the right to terminate this Agreement on 14 (fourteen) days written notice to the Sponsor.
8. In the event of St Benedict's terminating this Agreement on notice, St Benedict's will refund an amount to the Sponsor which bears the same ratio to the balance of the unexpired Sponsorship period.
9. If either party:-
 - a) commits a material breach of any of the provisions hereof, and then fails to remedy such breach within 14 (fourteen) days of written notice from the other party;

- b) goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), is placed under business rescue, enters into a scheme of arrangement or is placed under official management or in receivership;
the other party may, without prejudice to any other right which it may have against that party, cancel this Agreement.
10. The Parties choose as their *domicilium citandi et executandi* for the purposes of the service of all letters, notices, accounts, court process and the like, the address as set out below. Both Parties undertake to notify the other in writing of any change of said address.
- a) St Benedict's: _____
- b) The Sponsor: _____
11. In the event of a dispute arising that the parties themselves cannot resolve, any party shall be entitled to require, by written notice to the other(s), that the dispute be submitted to arbitration which shall be held under the provisions of the arbitration rules as set out by the Arbitration Foundation of South Africa, overseen by an independent arbitrator which is mutually agreed upon by the parties, or failing agreement within five days after the date on which the arbitration is demanded, appointed by the Chairperson of the Law Society of the Northern Provinces. The arbitration shall be held at Sandton, at a venue and in accordance with formalities and/or rules and/or procedures determined by the arbitrator.
12. No party shall be liable to the other for any losses which are a result of any default or delay in the performance of its obligations under this Agreement which cause is beyond its reasonable control of such, provided that:-
- a) The non-performing party is without fault in causing such default or delay;
- b) Such default or delay could not have been prevented by reasonable precautions; and
- c) Such default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means.
13. If any event under clause 12 substantially prevents, hinders, or delays performance of any material obligation going to the root of this Agreement, for more than 3 (three) consecutive days, then the party so affected may:-
- a) Where practicable, procure performance from an alternate source; or
- b) Terminate this Agreement, or any portion thereof affected by the aforesaid default or delay, without liability and, if necessary, the fees and charges payable under this Agreement shall be equitably adjusted to reflect those terminated services.
14. The terms of this agreement are confidential and the parties undertake to keep confidential and not disclose same.
15. This Agreement constitutes the sole and entire Agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect.
16. No variation of the terms and conditions of this Agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.
17. No indulgence which either party ("the grantor") may grant to the other (the grantee) shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
18. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior written consent of the other Party.
19. Both parties hereby indemnify the other against all or any claims from third parties of any nature that may arise out of the conclusion of this Agreement.

Signed:

_____	_____
The Sponsor	St Benedict's
_____	_____
Title	Title
_____	_____
Date	Date

