

**London Landmarks Half Marathon**  
**Charity Partnership Application Form**

**Terms and Conditions**

Definitions

- i. "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- ii. "Charity Application Form" means the application form provided by LLHM to any and all charities who wish to apply for Charity Places;
- iii. "Charity Partner" means a charity allocated Charity Places in the Event;
- iv. "Charity Partner Mark" means the Charity Partner's logo and/or trade mark, as notified by the Charity Partner to LLHM;
- v. "Designation" means the Tier notified by LLHM to the Charity Partner, which shall be in the following form, such Tier to be assigned by LLHM. For example:

"Big Ben partner of the London Landmarks Half Marathon"
- vi. "Event" the London Landmarks Half Marathon event, a mass participation half marathon through central London organised by LLHM, intended to be held on 25<sup>th</sup> March 2018;
- vii. "Event Management Company" means Human Race Limited;
- viii. "Event Mark" means the Event trade mark, as set out at Schedule 1, any trade mark registrations or applications for trade mark registrations and such other marks as notified by LLHM to the Charity Partner from time to time;
- ix. "Event Rules" means the rules relating to Runner participation in the Event, as produced by LLHM and amended from time to time;
- x. "Fee" means the sum of £130 for each Charity Place;
- xi. "Force Majeure Event" means any event beyond the reasonable control of LLHM that hinders, prevents or delays the provision of the Event, including without limitation: royal demise; national mourning; war; fire; explosion; natural disaster; flood; act or threats of terrorism; epidemic; travel warning; strike; act of God; civil or political unrest; decision or order of any licensing or other public authority; failure of power; unavailability of all or part of the route at the Event; or adverse weather conditions;
- xii. "Charity Place" means a guaranteed starting place in the Event purchased by a Charity Partner for their Runners from LLHM;
- xiii. "Intellectual Property Rights" means all copyright and other intellectual property rights in whatever media whether or not registered including (without limitation) database rights, trademarks, service marks, trade names, registered designs, rights in designs, domain names and all other proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction;

- xiv. "LLHM" means LLHM Limited incorporated and registered in England and Wales with company number 10584979, whose registered office is at Nicholas House, 3 Laurence Pountney Hill, London, EC4R 0BB;
- xv. "Materials" means any documents, posters, displays, flyers, brochures and any other marketing or advertising materials (in print or digitally) created in connection with the Event;
- xvi. "Online Charity Management System" means the system, as notified by LLHM to the Charity Partners, for registering Runners in the Event;
- xvii. "Participation Agreement" means the terms and conditions in respect of an individual Runner's participation in the Event, as set out on the Event website, entered into upon confirmation of the Runner's understanding and acceptance of such terms and conditions;
- xviii. "Race Number" means the number to be supplied to the Runners by LLHM;
- xix. "Runner" means a person nominated by the Charity Partner to take part in the Event;
- xx. "Stakeholder Approval" means any consent, licence or authorisation required to stage the Event from, including without limitation, any local authority, council, statutory body, emergency service, Transport for London or any other third party conferred such authority;
- xxi. "Tier" means the level and type of partnership in the Event attributed by LLHM to the Charity Partner;
- xxii. "Tommy's the Baby Charity" means the registered charity Tommy's (charity number 1060508 and SC039280), registered address Nicholas House, 3 Laurence Pountney Hill, London, EC4R 0BB.

#### Application Process

- 1.1 Charities shall complete and submit their Charity Application Form in accordance with the instructions on the Charity Application Form.
- 1.2 Charities shall submit their Charity Application Form to LLHM by 5pm on 17th February 2017.
- 1.3 The allocation and number of Charity Places allocated to each charity and Charity Partner shall be decided by LLHM, at its sole discretion, based on the completed Charity Application Form.
- 1.4 LLHM shall inform charities of the outcome of their Charity Application Form and the number of Charity Places (if any) allocated to the charity in accordance with the Charity Application Form instructions.
- 1.5 By 10<sup>th</sup> March 2017 the charity shall confirm its acceptance of the Charity Places in writing to LLHM or LLHM may allocate such Charity Places to another charity.

#### Charity Partners Obligations

- 2.1 The Charity Partner agrees that:
  - a) Charity Places shall not be sold or offered for sale;

- b) No refunds will be given to the Charity Partner if it is unable to fill Charity Places allocated to it by LLHM;
- c) Charity Places that are not filled by the Charity Partner cannot be rolled over to the following year;
- d) Charity Places may be publicised as available to the public on or after 17<sup>th</sup> April 2017;
- e) Charity Places shall only be granted to and used by a person who is 17 years or older on the date of the Event;
- f) Charity Places shall only be offered to persons who are able to complete the course within 4 hours;
- g) Charity Places can be substituted for injured Runners up until the closure of charity entries on the Online Charity Management System on 2<sup>nd</sup> February 2018. After this date and under no other circumstances will substitutions be allowed;
- h) Once allocated to a Runner, Charity Places are personal to the Runner and cannot be transferred between Runners except for the substitution of injured or ill Runners as set out at clause 2.1g);
- i) It is responsible for ensuring the fitness and suitability of their Runners for the Event;
- j) It shall provide LLHM with the name and contact details of a single contact person at the Charity Partner and shall update LLHM if such person changes, providing an alternative contact at the Charity Partner;
- k) It shall supply LLHM with all information as is reasonably required by LLHM in connection with the Event;
- l) It shall co-operate with LLHM in all matters relating to the Event; and
- m) It shall not knowingly do or suffer to be done any act or thing that will in any way harm, bring into disrepute or adversely affect the name or reputation of LLHM, Tommy's the Baby Charity or the Event;
- n) It warrants that it is a registered charity and complies with all relevant regulations and legislation relating to charities;
- o) It shall ensure that all its Runners raise money for the charitable purposes of the Charity Partner;
- p) All proceeds received by the Charity Partner from its Runners will be applied to its charitable purposes.

#### Registration of Event Runners

- 3.1 The Charity Partner shall register all Runners through the Online Charity Management System in accordance with the instructions issued by LLHM. Runners not registered in accordance with these instructions will not be able to participate in the Event.

#### Event Change or Cancellation

- 4.1 LLHM may elect to postpone, change the time, date, venue, route or format of the Event or cancel the Event, in whole or in part, at its sole discretion.
- 4.2 Subject to clauses 13.5, LLHM shall not be liable for any expenses, losses or damages directly or indirectly incurred by the Charity Partner as a result of such changes to or termination of the Event.
- 4.3 Where the Event is cancelled due to circumstances outside LLHM's control, including terrorism, adverse weather conditions or national mourning, LLHM shall refund the Fee or offer Charity Places free of charge at a future Event if the Event is rearranged, as decided in LLHM's sole discretion. The Charity Partner acknowledges and agrees that LLHM cannot refund the Fee or offer Charity Places free of charge at a future Event under any other circumstances.

#### Payment

- 5.1 In consideration of and subject to the payment of the Fee, LLHM shall supply the Charity Places allocated in accordance with clause 1, to the Charity Partner.
- 5.2 LLHM shall invoice the Charity Partner for the Fee on 1<sup>st</sup> April 2017.
- 5.3 The Charity Partner shall pay the Fee to LLHM in full and cleared funds by 30<sup>th</sup> April 2017 to a bank account nominated in writing by LLHM.
- 5.4 All payments under this Agreement shall be made without any deductions, set-off or withholdings.
- 5.5 All amounts expressed in this Agreement are exclusive of value added tax (if any) which may be chargeable thereon. For the avoidance of doubt, the Event is subject to the VAT exemption currently applying to charity fundraising events.
- 5.6 If the Charity Partner fails to pay the Fee to LLHM on the due date the Charity Partner shall pay to LLHM on demand, interest on the outstanding Fee at the rate of 3% (three per cent) per annum above National Westminster Bank plc's base rate at the time, such interest to be compounded in calendar monthly steps on the first day of each month from the date due until the date of payment (inclusive).
- 5.7 The Charity Partner may not advertise nor offer to the public any Charity Place if any monies in respect of such Charity Place remain due and unpaid.

#### Runner Participation

- 6.1 The Charity Partner agrees to use its reasonable endeavours to ensure that the Runners:
  - a) Participate in the Event;
  - b) Follow the Event Rules and all other applicable rules, instructions and regulations of the relevant sports governing bodies that oversee the running of events similar to the Event; and
  - c) Follow the reasonable directions of LLHM, the Event Management Company and their authorised representatives.
- 6.2 The Charity Partner shall ensure that each Runner shall agree to the Participation Agreement by registering on the Event website. Any Runner who has not signed the Participation Agreement shall not be permitted to compete in the Event.

- 6.3 LLHM reserves the right, in its absolute discretion, to refuse admittance to the Event to any Runner who LLHM deems is in breach of the Participation Agreement, Event Rules or any other rules, instructions or regulations governing the Event, without any liability whatsoever to the Charity Partner.

#### Trade Marks and Designation

- 7.1 LLHM grants the Charity Partner a non-exclusive, non-transferable, royalty-free licence for the Term to use the Event Mark for the purposes of fulfilling the Charity Partner's rights and obligations under this Agreement.
- 7.2 The Charity Partner grants LLHM a non-exclusive, non-transferable, royalty-free licence for the Term to use the Charity Partner's Mark in accordance with this Agreement.
- 7.3 Subject to clauses 7.4, 7.5 and 7.6, the Charity Partner may use the Designation on any Materials it creates in connection with the Event.
- 7.4 The Charity Partner shall only use the Event Mark and Designation in accordance with the Brand Guidelines and instructions, as notified in writing from time to time.
- 7.5 The Charity Partner shall only use the Designation and Event Mark, in accordance with the pre-approved generic design of the Event Mark and Designation as provided by LLHM to the Charity Partner.
- 7.6 Prior to the production of any above the line Materials for marketing or advertising to a significant circulation, including without limitation national press titles, running magazines, out of home advertising or product promotions, the Charity Partner shall provide a proof of any Material to LLHM for its approval. LLHM shall approve or reject such proofs as soon as reasonably practicable and in any event within fifteen Business Days. Any notice of rejection shall provide a description of the reason for rejecting the Material in a manner reasonably sufficient to allow the Charity Partner to make necessary changes.
- 7.7 The Charity Partner shall amend any Material rejected by LLHM, pursuant to clause 7.6, and re-submit the Deliverable to LLHM for its approval in accordance with clause 7.6.
- 7.8 The Charity Partner represents and warrants to LLHM that it is the owner or licensee of the Charity Partner's Mark.

#### Intellectual Property Rights

- 8.1 The Charity Partner acknowledges that LLHM is the owner of the Event Mark and the Charity Partner shall not challenge LLHM claim to ownership of the Event Mark.
- 8.2 The Charity Partner shall not, nor directly or indirectly assist any other person to, do or omit to do anything to diminish the rights of LLHM in the Event Mark, or impair any registration of the Event Mark.

- 8.3 Any goodwill derived from the use of the Event Mark by the Charity Partner shall accrue to LLHM.
- 8.4 The Charity Partner shall not use, apply to register or register the Event Mark, or names, marks, symbols, drawings, logos, designations or names which are confusingly similar to the Event Mark, for any purpose.
- 8.5 The Charity Partner shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to LLHM Intellectual Property Rights or the reputation or goodwill associated with LLHM Intellectual Property Rights or which may invalidate or jeopardise any registration of LLHM Intellectual Property rights.
- 8.6 The Charity Partner acknowledges that all LLHM Intellectual Property Rights together with any goodwill attaching to the Event Mark shall be and remain the sole property of LLHM. Should any right, title or interest in or to LLHM Intellectual Property Rights or any goodwill arising out of the use of the Event Mark become vested in the Charity Partner (by operation of law or otherwise), it shall hold the same in trust for and shall, at the request of LLHM immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to LLHM and execute any documents and do all acts required by LLHM for the purpose of confirming such assignment. If the Charity Partner fails to execute and deliver any such document or do any such act within 10 (ten) working days of any request in writing from LLHM, the Charity Partner irrevocably appoints and authorises LLHM to execute the same on its behalf as its authorised agent.
- 8.7 If the Charity Partner becomes aware of any threatened or actual unauthorised use of LLHM Intellectual Property Rights, the Charity Partner shall immediately notify the same to LLHM in writing, setting out the facts in reasonable detail. The Charity Partner shall at LLHM's request give all reasonable co-operation to LLHM (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of LLHM Intellectual Property Rights and LLHM shall be responsible for the Charity Partner's reasonable costs in connection with this co-operation.
- 8.8 The Charity Partner shall have no right to take action against any third party in relation to the unauthorised use by that third party of LLHM Intellectual Property Right. The Charity Partner shall have no right or entitlement to damages or costs recovered by LLHM from any action against any third party for infringement of any LLHM Intellectual Property Rights.

#### Event

- 9.1 The Charity Partner represents and warrants that in connection with the Event:

- (a) it shall comply with all laws, rules, regulations, licences and certification in force in relation to the Event and the operation of events similar to the Event;
  - (b) it shall comply with the reasonable instructions of LLHM, the Event Management Company and their authorised representatives; and
  - (c) it shall comply with all security provisions, health and safety provisions and other directions or requirements notified to the Charity Partner in connection with the Event.
- 9.2 The Charity Partner shall, at its own cost, set-up, operate and oversee one cheer point, of approximately 2-5 meters wide, along the route at the Event.
- 9.3 The Charity Partner warrants and undertakes that it shall not and shall ensure that its employees and agents shall not, and shall take reasonable steps to procure that any Runners and third parties shall not during Term in any interviews or communications about the Event do or say anything that may:
- (a)** be obscene, immoral, harmful or offensive according to generally acceptable standards;
  - (b)** encourage or incite the commission of a crime or public disorder;
  - (c)** endanger public safety; or
  - (d)** encourage, in whatever manner, behaviour that promotes disparaging views or behaviour relating to an individual or group's colour, race, nationality, ethnic or national origins, disability, sex, sexual orientation, marital status, religion or age.

#### Post-Event

- 10.1 LLHM shall provide the Charity Partner with a fundraising report form two months after the Event.
- 10.2 Within thirty days of receipt, unless otherwise specified by LLHM, the Charity Partner shall complete and return the form to LLHM.

#### Withdrawal or Transfer

- 11.1 Subject to clause 4.3, the Charity Partner may not request a refund of the Fee or withdraw from the Event under any circumstances.
- 11.2 The Charity Partner may transfer Charity Places to another Charity Partner with LLHM's prior approval until 1<sup>st</sup> February 2018.

#### Term and Termination

- 12.1 Unless otherwise agreed in writing between the parties, this Agreement shall commence on submission of the Charity Application Form to LLHM by the charity and shall continue until 31<sup>st</sup> July 2018.
- 12.2 LLHM shall have the absolute right to terminate this Agreement and any and all Charity Places allocated to the Charity Partner with immediate effect by giving written notice if:
- (a) the Charity Partner is in material breach of this Agreement and they fail to remedy such breach within thirty (30) Business Days' notice;

- (b) the Charity Partner fails to pay the Fee on the due date of payment and remains in default no less than thirty (30) Business Days after being notified in writing to pay the Fee;
- (c) any investigation or proceedings are instituted against the Charity Partner by the Charity Commission or any other body with similar remit or pursuant to charity legislation;
- (d) any Stakeholder Approval is revoked or modified such that in LLHM's opinion the Event is no longer able to take place;
- (e) any new Stakeholder Approval is required and, in LLHM opinion, cannot be obtained or cannot be obtained without postponing the Event; or
- (f) it becomes aware of a Force Majeure Event on, immediately preceding or following the Event or if a Force Majeure Event continues for a period of 2 weeks.

12.3 Either party may terminate this Agreement with immediate effect by giving written notice if the other party shall:

- (a) be unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
- (b) be subject to an issue of an application for an administration order;
- (c) have a resolution or order to be wound up, dissolved put into administration or reorganisation;
- (d) have a declaration of a moratorium in relating to any of its indebtedness;
- (e) have any arrangement with any of its creditors; or
- (e) have appointed a liquidator, receiver, administrator or similar officer in respect of its assets.

12.4 On termination of this Agreement the Charity Partner shall immediately:

- (a) stop using the Designation and the Event Mark;
- (b) stop offering its Charity Places to the public; and
- (c) share with its Runners any communication provided to it by LLHM regarding the Event and the cancellation of the Agreement.

12.5 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

### Liability

13.1 The Charity Partner shall fully indemnify and keep LLHM fully indemnified from and against all liabilities, claims, actions, proceedings, losses, damages, costs or expenses suffered or incurred by LLHM in consequence or arising out of any breach of this Agreement or the death or injury to any person attending the Event caused by the Charity Partner's negligence or default, or that of its Runners.

13.2 Subject to clause 13.3 and 13.5, LLHM shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any direct or indirect loss (including without limitation, loss of profit, opportunity, anticipated profit, anticipated



revenue, business and/or goodwill) or damage suffered by the Charity Partner in relation to this Agreement.

- 13.3 Subject to clause 13.2, LLHM's total liability arising under or in connection with this Agreement shall be limited to the Fee actually received by LLHM, in cleared funds, at the date such action and/or claim arises.
- 13.4 The Charity Partner acknowledges and will notify all Runners of the risk of taking part in an event of this nature.
- 13.5 Nothing in this Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by Applicable Law.

#### Assignment

- 14.1 LLHM may at any time assign, novate and/or license this Agreement and the rights acquired under it to any other person without the consent of the Charity Partner.
- 14.2 LLHM may sub-contract any of its obligations under this Agreement without the consent of the Charity Partner.
- 14.3 This Agreement is personal to the Charity Partner and the Charity Partner shall not assign or sub-contract its rights and obligations under this Agreement without the written consent of LLHM.

#### Governing Law

- 15.1 This Agreement shall be governed by English law and the jurisdiction of the English courts.

Schedule 1

Event Mark



Signed by Lia Bowman  
for and on behalf of LLHM



.....  
Director

Signed by  
for and on behalf of

.....  
Director