



FTFC Partner Terms & Conditions

These Terms and conditions shall regulate the relationships between Fleetwood Wanderers Limited, *trading as*, Fleetwood Town Football Club and its Commercial Partners for the time being in force.

1. Partner Designation

The Commercial Partner designation shall be as provided for in Clause 1.3 of the agreement that regulates the relationship between the Club and the respective Partner '**Executed agreement**'.

2. Obligations of Commercial Partners

- a. The Commercial Partner hereby represents, warrants and undertakes that:
- b. it shall pay the commercial partnership fee to the Club in the form and manner specified in the Executed agreement;
- c. it has, and will continue to have throughout the Term, full right, title and authority to enter into the executed agreement and to accept and perform the obligations imposed on it under the executed agreement;
- d. it shall exercise the commercial rights, strictly in accordance with the terms of the executed agreement. For avoidance of doubt, the commercial partner shall not be entitled to use or exploit any of the Commercial rights other than those explicitly granted in the executed agreement;
- e. it shall not establish a website or mobile device application relating to the Team or the Club, or use the commercial rights in connection with any website or mobile device application save as expressly provided in the executed agreement;
- f. it shall not, without the prior written approval of the Club engage in any joint promotional activity or otherwise exploit any of the commercial rights with or in connection with any third party, nor exercise the commercial rights in such a manner that confusion may arise in the minds of the public as to the identity of the person to who the Club has granted the commercial rights;

- g.** it shall not do or permit anything to be done which might adversely affect the rights of the Club in or to any of the Commercial Rights;
- h.** it shall use reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of their employment, makes any statement that is knowingly, defamatory, disparaging of or derogatory to the Club; and
- i.** use the Club Logo in accordance with the terms of the executed agreement, shall not infringe the rights, including, the intellectual Property Rights, of any third party.
- j.** The Commercial Partner hereby grants to the Club a non-exclusive, royalty-free license to use the Commercial partner Mark as specified in the Schedule to the executed agreement in connection with the delivery of the Commercial Rights for the duration of the Term.
- k.** The Commercial Partner agrees and consents to the use and reproduction by or on behalf of the Club of the Commercial partner Mark for the purposes of advertising, merchandising, publicity and otherwise in relation to the exploitation of such audio, visual and audio-visual or electronic recording for the duration of the Term.
- l.** The Commercial Partner shall only use the Club Mark and/or the Club's name on and in connection with Commercial partner Materials and shall not produce any merchandise, premiums or other giveaway items which feature the Club Mark or are otherwise connected with the Club, the Teams, or any Player.

4. Obligations of the Club

In consideration of the payment of the Commercial partnership Fee stipulated in the executed agreement, the Club hereby represents, warrants, and undertakes to the Commercial partner as follows:

- a.** that it has and will continue to have throughout the Term full right, title and authority to enter into the executed agreement and accept and perform the obligations imposed on it by the executed agreement;
- b.** to not discredit, disparage or defame the Commercial Partner or otherwise do or omit to do anything with the result of damaging the Commercial Partner or the Commercial Partner's brand or bringing either of these into disrepute including by way of association with the Club;
- c.** to use the Commercial Partner Mark in the manner and form illustrated in the Schedule to the executed agreement;

- d. to keep the Commercial Partner informed as promptly as reasonably practicable with respect to material developments or changes to the Club which might affect the Commercial Partner's enjoyment of the commercial rights; and
- e. that it owns and controls the intellectual property in relation to the commercial rights being granted, and no third party will be authorized by the Club to exploit the same commercial rights during the Term of the executed agreement.

5. Force Majeure

5.1. **Force Majeure Event** means any circumstance not within a party's reasonable control including but not limited to:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. any law or any action taken by a government or public authority, including but not limited to imposing an export or import restriction, quota or prohibition;
- f. collapse of buildings, fire, explosion or accident; and
- g. interruption or failure of utility service.

5.2. Provided it has complied with Clause 5.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the executed agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

5.3. The Affected Party shall:

- a. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and

the effect of the Force Majeure Event on its ability to perform any of its obligations under the executed agreement; and

- b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

5.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 14 days, the party not affected by the Force Majeure Event may terminate the executed agreement by 5 giving 7 days' written notice to the Affected Party.

6. Liability

6.1. Nothing in the executed agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment.

6.2. Subject to Clause 6.1, neither party shall be liable to the other under the executed agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of breach or non-performance of the executed agreement due to a Force Majeure Event.

6.3. Subject to Clause 6.1, under no circumstances shall either party be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the other party, including, but not limited to loss of profits, anticipated profits, savings, business or opportunity.

6.4. Subject to Clause 6.1, either party's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the executed agreement in respect of any one or more incidents or occurrences during the Term shall be limited to a sum equal to the amount of the Commercial partnership Fee received by the Club as at the date of such act or omission.

7. Indemnity

7.1. The Commercial Partner shall indemnify the Club against all direct liabilities, costs, expenses, damages and all other reasonable professional costs and expenses suffered or incurred by the Club arising out of or in connection with the use by the Club of the

Commercial partner's mark and any claim that such use infringes any intellectual property rights or moral rights of any third party.

- 7.2. The Club shall indemnify the Commercial partner against all direct liabilities, costs, expenses, damages and all other reasonable professional costs and expenses suffered or incurred by the Commercial Partner arising out of or in connection with the use by the Commercial Partner of the Club Mark and any claim that such use infringes any intellectual property rights or moral rights of any third party.
- 7.3. The Indemnities in Clauses 7.1 & 7.2 shall not cover either party to the extent that any claim under it results from that Party's own negligence or willful misconduct.

8. Assignment

- 8.1. The executed agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over a deal in any other manner with any of its rights and obligations under the executed agreement without the prior consent of the other party.

9. Confidentiality

- 9.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, customers, clients or suppliers of the other party except as permitted by Clause 9.2.
- 9.2. Each party may disclose the other party's confidential information:
 - a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the executed agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 9; and
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights or fulfil its obligations under or in connection with the executed agreement.

10. Notices

10.1. Any notice given to a party under or in connection with the executed agreement shall be in writing and shall be delivered by hand, or by pre-paid first-class post or other next working day delivery service at its registered office or its principal/habitual place of business.

10.2. Any notice shall be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

10.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. Waiver

11.1. No failure or delay by a party to exercise any right or remedy provided under the executed 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.

12. Rights and remedies

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

13. Costs

- 13.1. Except as expressly provided in the executed agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of the executed agreement.

14. Variation

- 14.1. No variation of the executed agreement shall be effective unless it is in writing and signed by the parties.

15. Governing Law

- 15.1. The executed agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16. Dispute Resolution

- 16.1. Any dispute arising out of or in connection with the executed agreement shall be referred to Negotiation, and subsequently to arbitration.
- 16.2. The specific forum for arbitration shall be selected by mutual executed agreement of the parties. The proceedings shall be presided by a sole arbitrator of reasonable expertise who shall be nominated by mutual executed agreement of the parties.
- 16.3. The decision of the sole arbitrator shall be final.

17. Termination

- 17.1. Without prejudice to any other right or remedy available to it, either party may terminate the executed agreement by giving written notice to the other party if:
- a. the other party fails to pay any amount due under the executed agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - b. the other party commits a material breach of any other term of the executed agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 15 days after being notified in writing to do so;

- c. the other party repeatedly breaches any of the terms of the executed 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 the executed agreement;
- d. the other party becomes insolvent or commences winding up;
- e. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- f. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- g. the other party's financial position deteriorates so far as reasonably justify the opinion that its ability to give effect to the terms of the executed agreement is in jeopardy.