

# Charity Agreement

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## 1. APPOINTMENT

The Term of the Agreement shall be deemed to be from 1 January 2015 and shall continue to 30 days after the Event unless terminated earlier in accordance with Clause 11.

## 2. CONSIDERATION

2.1 Charity Partner shall pay to the Royal Parks Foundation (RPF) the Fee within thirty (30) days of receiving a written request for payment from RPF.

2.2 Unless otherwise directed by the RPF, Charity Partner shall make payments by bank transfer to RPF's bank account as follows: National Westminster Bank plc, PO Box 6037, 186 Brompton Road, London SW3 1HL Account No. 84506458, Sort Code: 60-04-04

2.3 All payments under this Agreement shall be paid without any deductions, set-off or withholdings.

2.4 All amounts expressed in this Agreement as being payable to RPF are expressed inclusive 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.

2.5 If the Fee is not paid on the date required under this Agreement Charity Partner shall pay to RPF, 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) unless a separate payment schedule is agreed in writing by RPF or Race Places are forfeited.

## 3. PROMOTION

Prior to the Event, Charity Partners will be given the opportunity to approve a generic design/look in relation to any Materials used for the promotion of the Event which feature Charity Partner's name and/or approved image, such approval shall not be unreasonably withheld, delayed or conditioned. Charity Partners will provide their approval within ten (10) days of receiving the Materials or approval will be deemed given.

## 4. GRANT OF RIGHTS

4.1 In consideration of and subject to the payment of the Fee, RPF shall during the Term:

(a) supply Charity Partner with the Race Places valid for the Event for the sole use of Runners approved by the Charity Partner to raise sums for the Charity Partner's registered charity. Charity Partner acknowledges and agrees that RPF cannot refund any or all of the Fee if any Race Places are not used; and

(b) grant the Rights to Charity Partner in the Territory on the terms and subject to the conditions set out in this Agreement. The grant of the Rights to the Charity Partner is on a non-exclusive basis.

4.2 Charity Partner acknowledges that:

(a) RPF shall be entitled to appoint other official partners, sponsors and suppliers;  
and

(b) RPF has granted and may grant similar rights to the Rights to other charities, partners, sponsors and suppliers, and RPF shall not be deemed by Charity Partner to be in breach of any term of this Agreement as a result of such arrangements.

## **5. CHARITY PARTNER'S OBLIGATIONS**

Charity Partner shall:

(a) during the Term grant RPF a non-exclusive royalty free license to use Charity Partner's marks for the purposes of fulfilling RPF's obligations under this Agreement;

(b) ensure that:

(i) the content, nature and proposed use of all Materials which incorporate the Designation, the Mark, or which refer to RPF are to be used solely for the Marketing Activities; and

(ii) each and every Marketing Activity is approved in writing by RPF prior to Charity Partner commencing any such Marketing Activity or prior to the publication or use of the Materials. RPF will use its reasonable endeavours to provide any approval or disapproval within 5 working days of receipt of any request from Charity Partner;

(c) ensure that all Materials conform with any samples approved by RPF;

(d) ensure that all Materials are used solely for the Marketing Activities and Charity Partner shall not (and shall not authorise or procure any third party to) sell the Materials, offer the Materials for sale or distribute any Materials other than as part of the Marketing Activities;

(e) not use the Designation, the Mark or any Materials except as expressly provided in this Agreement and in accordance with any usage guidelines notified to Charity Partner in writing by RPF from time to time during the Term;

(f) ensure that the Materials do not contain a designation other than the Designation or any logo other than the Mark;

(g) if requested by RPF in writing, provide one sample of each Material to RPF within fifteen [(15) days] of receiving the request;

- (h) not use any RPF Intellectual Property Rights for any purpose without the prior written consent of RPF;
- (i) not make any announcement of the nature or subject of this Agreement without the prior written consent of RPF;
- (j) not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names confusingly similar to the RPF Intellectual Property Rights, Designation or the Mark;
- (k) not knowingly do or suffer to be done any act or thing which will in any way harm, misuse or bring into disrepute, impair or adversely affect the good name or reputation of RPF, the RPF Intellectual Property Rights or the rights and interests of RPF in the RPF Intellectual Property Rights;
- (l) not make any representation or give any warranty on behalf of RPF nor create any expense chargeable to RPF or otherwise pledge the credit of RPF;
- (m) not hold itself out as a supplier to or sponsor of RPF or otherwise associate itself with RPF except strictly in accordance with and subject to the terms of this Agreement;
- (n) not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that any of the Products, the Materials, RPF or the Mark is associated with any third party or any third party's products or services; and
- (o) co-operate with and comply with all reasonable requests of RPF at all times during the Term and promptly notify RPF of any factor which could or does impact upon Charity Partner's ability to perform its obligations under this Agreement.

## **6. INTELLECTUAL PROPERTY**

6.1 Charity Partner acknowledges that RPF has the sole and absolute right to authorise Charity Partner to utilise the RPF Intellectual Property Rights for the purpose of this Agreement where relevant. Charity Partner shall not do or omit to do anything which might undermine the validity of the Mark as a registered trade mark.

6.2 Charity Partner acknowledges that all RPF Intellectual Property Rights together with any goodwill attaching to the Mark shall be and remain the sole property of RPF. Should any right, title or interest in or to the RPF Intellectual Property Rights or any goodwill arising out of the use of the Mark become vested in Charity Partner (by the operation of law or otherwise), it shall hold the same in trust for and shall, at the request of RPF immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to RPF and execute any documents and do all acts required by RPF for the purpose of confirming such assignment. If 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 therefore from RPF, Charity Partner irrevocably appoints and authorises RPF to execute the same on its behalf as its authorised agent.

6.3 Charity Partner shall include in all Materials a copyright and/or trade mark notice (the form of which notices shall be as notified by RPF).

6.4 If Charity Partner becomes aware of any threatened or actual unauthorised use of the RPF Intellectual Property Rights, Charity Partner shall immediately notify the same to RPF in writing, setting out the facts in reasonable detail. Charity Partner will at RPF's request give all reasonable co-operation to RPF (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the RPF Intellectual Property Rights and RPF will be responsible for Charity Partner's reasonable costs in connection with this co-operation.

6.5 Charity Partner shall have no right to take action against any third party in relation to the unauthorised use by that third party of the RPF Intellectual Property Rights. Charity Partner shall have no right or entitlement to any damages or costs recovered by RPF from any action against any third party for infringement of any RPF Intellectual Property Rights.

6.6 RPF represents and warrants to Charity Partner that:

- (a) RPF is the owner or licensee of all rights, title and interest in and to the RPF Intellectual Property Rights; and
- (b) RPF has the right to authorise Charity Partner to utilise the RPF Intellectual Property Rights for the purpose of this Agreement.

## **7. CHARITY PARTNERS WARRANTIES**

7.1 Charity Partner represents and warrants to RPF that:

- (a) Charity Partner has the requisite power and authority to enter into and perform its obligations under this Agreement;
- (b) Charity Partner is the owner or licensee of all rights, title and interest in and to Charity Partner's Intellectual Property Rights;
- (c) Charity Partner has the absolute right to authorise RPF to utilise the Charity Partner's Intellectual Property Rights including Charity Partner Marks for the purpose of this Agreement;
- (d) Charity Partner is a registered charity and complies with all relevant regulations and legislation relating to charities including without limitation the Charities Acts of 1992, 1993 and 2006, where relevant;
- (e) Charity Partner will ensure that the Charity Partner's Runners raise money for the charitable purposes of the Charity Partner; and
- (f) All proceeds received by the Charity Partner from the Charity Partner's Runners will be applied to its charitable purposes.

## **8. RUNNERS PARTICIPATION**

8.1 Charity Partner agrees to use its reasonable endeavours to ensure that the Charity Partner's Runners participate in the Event and ensure that Runners:

- (a) wear one of the Race Numbers
- (b) follow the Race Rules published by RPF; and
- (c) follow the reasonable directions of RPF and/or their authorised representatives.

8.2 Charity Partner agrees to comply with all security provisions, health and safety provisions and other directions or requirements notified to Charity Partner in connection with the Event.

8.3 Charity Partner will ensure that each Runner signs a participation agreement:

- (a) permitting RPF to exploit their participation for all uses in accordance with this Agreement; and
- (b) ensuring that all funds raised by Charity Partner's Runners will be paid directly to the Charity Partner.

8.4 Any Runner who has not signed the participation agreement in Clause 8.3 shall not be permitted to compete in the Event.

## **9. GROUND REGULATIONS AND ACCESS**

9.1 Charity Partner undertakes that in connection with the Event it will comply with all laws, rules and regulations, licences and certificates in force in relation to the Event and the operation of events similar to the Event. In addition Charity Partner undertakes to comply with the reasonable instructions of the Promoter and RPF.

9.2 Charity Partner warrants and undertakes that it shall not and shall ensure that its employees and agents shall not, and shall procure that any third party whilst at the Parks shall not: in any interviews conducted at or in relation to the Event; or from the date of signature of this Agreement to the date of the Event (inclusive), do or say anything that may:

- (a) be obscene, immoral, harmful or offensive according to generally acceptable standards;
- (b) offend against the normal standards of decency;
- (c) encourage or incite the commission of crime or public disorder;
- (d) endanger public safety; or
- (e) encourage, in whatever manner, behaviour which 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.

9.3 Charity Partner warrants and undertakes that it shall not and shall ensure that its employees and agents shall not:

- (a) whilst at the Parks or in any interviews conducted at or in relation to the Event make any political statements;
- (b) in any interviews conducted at or in relation to the Event; or whilst at the Parks advertise or promote the goods or services, name or brand of any third party (whether or not a sponsor of Charity Partner) or display or procure the display of any advertising or other promotional materials for any third party's goods and/or services, name or brand; and
- (c) in their participation of the Event or whilst they are at the Parks cause damage to the Parks and that if any such damage is caused Charity Partner will be fully responsible for the costs of repair of such damage.

## **10. CHANGE OF ROUTE ETC**

RPF may reasonably elect to postpone or stage the Event on a different date or over the route of its choice. RPF admits no liability for any loss or damage resulting from any changes to the facilities/services to be provided by RPF to Charity Partner as a result of the change of date or route and which are reasonably required by RPF. Charity Partner acknowledges and agrees that RPF cannot refund the Fee or offer race places free of charge at a future Event, but Charity Partner will have the Rights in the changed event.

## **11. TERMINATION**

11.1 This Agreement may be terminated with immediate effect by either party by written notice to the other party given at any time if such other party shall have committed a material breach of any of the terms hereof and (where such breach is capable of being remedied) shall have failed to remedy the same within 15 (fifteen) days of receiving a notice specifying the breach and requiring its remedy.

11.2 This Agreement may be terminated with immediate effect by either party with written notice to the other if:

- (a) any meeting of creditors of such other party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to such other party (other than for the purposes of bona fide reconstruction or amalgamation);
- (b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of such other party;
- (c) such other party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(d) a resolution is passed, any procedure is commenced, any meeting is convened or any other step is taken (including, without limitation, the making of an application, the presentation of a petition or the filing or service of a notice) with a view to:

(e) the other party being adjudicated or found insolvent;

(f) the winding up or dissolution of the other party;

(g) the other party obtaining a moratorium or other protection from its creditors; or

(h) the appointment of a trustee, supervisor, administrative or other receiver, administrator, liquidator or similar officer or encumbrancer in respect of the other party or any of its assets;

(i) any investigation or proceedings are instituted by the Charity Commission or any other body with similar remit or pursuant to charity legislation;

(j) any event analogous to any of the foregoing occurs in any jurisdiction; or

(k) any event of Force Majeure Event as set out in Clause 15 continues for a consecutive period of 3 (three) months.

## **12. EFFECTS OF TERMINATION**

12.1 On the expiry or earlier termination of this Agreement:

(a) such expiry or termination shall be without prejudice to the rights of the parties accrued prior to such expiry or termination;

(b) the rights granted under this Agreement shall revert immediately to RPF and Charity Partner shall immediately cease all exercise of those rights. In particular, Charity Partner shall immediately cease using the Designation and the Mark and withdraw all Materials (in its possession custody or control); and

(c) Charity Partner shall immediately deliver up to RPF (or at the option of RPF destroy and provide appropriate evidence of such destruction) any Materials (in its possession custody or control) that incorporate the Designation, the Mark or any RPF Intellectual Property Rights and the Runners Race Places if they have not already been allocated. If they have been allocated and the Charity Partner is being investigated pursuant to Clause 11.2 (ix), RPF may at its discretion nominate an alternative charity with similar objects to receive funds raised by such Runners.

12.2 The provisions of Clauses 5 to 9 and 11 to 13 of this Agreement shall survive the expiry or earlier termination of this Agreement.

## **13. CONFIDENTIALITY**

13.1 Each party (Receiving Party) warrants and undertakes that it will respect and preserve the confidentiality of all information which is confidential in nature (whether or not contained in documents) disclosed by a party (Disclosing Party) relating to the Event or any third party



connected with the Event (including the Royal Parks, the Promoter, other service providers and/or any sponsors) or the business, financial position and future plans of the Disclosing Party or any third party connected with the Event (Confidential Information).

13.2 The Receiving Party will not, without the express prior written consent of the Disclosing Party, communicate or make available the Confidential Information to any third party and/or use the Confidential Information for any purpose other than strictly as necessary for the participation of its obligations under this Agreement.

13.3 Each party acknowledges and agrees that in the event that the terms of this Clause 13 are breached, damages would not be an adequate remedy and equitable remedies (such as specific performance or an injunction) would be appropriate.

## **14. INDEMNITIES AND LIABILITY**

14.1 Charity Partner shall fully indemnify and keep RPF fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by RPF in consequence or arising out of: any breach or non-participation of all or any of the covenants, warranties, representations, obligations, undertakings or agreements on Charity Partner's part contained in this Agreement; and/or the exercise by Charity Partner of any of the Rights except as set out in this Agreement or the death or injury to any person attending the Event caused by Charity Partner's negligence or default or that of Charity Partner's Runners. For the avoidance of doubt, the exclusions of liability set out in Clause 14.2 shall not apply to the indemnity in this Clause 14.1.

14.2 Save as set out in Clause 14.3 RPF shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any direct, indirect; including without limitation loss of profit, opportunity, anticipated profit, anticipated revenue, business and/or goodwill) or damage suffered by it in relation to this Agreement, even if RPF has been advised of the possibility of such damages or losses.

14.3 Charity Partner acknowledges and will notify all Runners of the risk of taking part in an event of this nature. Nothing in this Agreement shall limit the liability of either party to the other for any personal injury to or death of any of the others' employees, agents or subcontractors caused directly by a negligent or intentional act or omission or fraudulent misrepresentation on its part.

14.4 RPF shall not in any event be liable to return monies received or pay compensation or damages to Charity Partner or any third party (for whatever reason such compensation or damages may be due) in excess of the Fee actually received by RPF in cleared funds in accordance with this Agreement as at the date such action and/or claim arises.

## **15. FORCE MAJEURE**

15.1 Neither party shall be liable for its inability to perform any obligation under this Agreement where such inability is caused by a Force Majeure Event.

15.2 If either party is affected by a Force Majeure Event which prevents that party from performing its obligations under this Agreement, the affected party shall:



- (a) promptly notify the other of the nature and extent of the circumstances in question;
- (b) use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform the other party of the steps which it is taking and proposes to take to do so.

15.3 Neither party will be liable to the other party or its sub-licensees for:

- (a) any expenses or losses directly or indirectly incurred by them;
- (b) any delay in performing its obligations nor for failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

15.4 If and to the extent that such expenses or losses, delay or failure are caused by a Force Majeure Event each party shall be relieved of those obligations affected by the Force Majeure Event under this Agreement during the duration of such Force Majeure Event.

## **16. ILLEGALITY**

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that provision shall be deleted in respect of that jurisdiction so long as the commercial purpose of this Agreement is still capable of participation, and that the deletion of that provision in that jurisdiction shall not in any way affect or impair:

16.1 the validity, legality or enforceability in that jurisdiction of any other provision of this Agreement; and

16.2 the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## **17. NOTICES**

17.1 All notices, consents and other written communications may be given personally to the intended recipient or sent by pre-paid registered post or facsimile or delivered personally to the address set out in this Agreement by:

- (a) RPF to Charity Partner at its registered address; or
- (b) Charity Partner to RPF at its above address with a copy to such other person or addresses or numbers as otherwise advised in writing by RPF to Charity Partner.

17.2 Such notice is treated as having been given and received:

- (a) if delivered, on the day of delivery if a business day, otherwise on the next business day;
- (b) on the date of receipt if sent by registered mail; and

(c) if transmitted by fax to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

17.3 For the avoidance of doubt a notice shall not be properly served if sent by email.

## **18. GENERAL**

18.1 Definitions: in this Agreement, the words and expressions set out in Annex 1 shall have the meanings ascribed to them as set out in Annex 1.

18.2 Interpretation: in the Agreement:

1. Headings are for convenience only and shall not affect the interpretation of either the Agreement.
2. Unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing one gender include the other;
  - (c) a reference to the Agreement is a reference to the Agreement and Annex 1 and Annex 2 and any variation or replacement of any of them;
  - (d) references to persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
  - (e) a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them; and
  - (f) references to “include” and “including”, shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect of, limiting the generality of any foregoing words.

18.3 No Obligation: RPF is not obliged to organise or stage the Event, to allow Charity Partner or its Runners to participate at the Event or to allow Charity Partner or any Runners access to the Parks.

18.4 Assignment, Licensing and Sub-Contracting: Charity Partner acknowledges that RPF may assign and/or license this Agreement and the rights acquired under it. This Agreement is personal to Charity Partner. Charity Partner acknowledges that RPF may sub-contract any of its obligations under this Agreement. Charity Partner may not assign this Agreement or sub-contract any of the obligations to be provided by them under this Agreement.

18.5 Third Parties: The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

18.6 Entire Agreement: This Agreement and Annexes 1 and 2 constitute the sole and entire understanding of RPF and Charity Partner in relation to the subject matter of this Agreement and supersede all previous agreements, representations and arrangements between Charity Partner and RPF (either oral or written) with regard to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Each party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation in relation to the subject matter of this Agreement whether or not contained in this Agreement or for breach of warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently. This Agreement may only be amended or supplemented in writing and signed by a representative of both RPF and Charity Partner.

18.7 Waiver: The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right given to the parties under this Agreement shall not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement. A right or a power may only be waived in writing signed by the party to be bound by the waiver.

18.8 Partnership: Nothing in this Agreement is intended to nor shall it create any partnership, joint venture or relationship of employment between RPF and Charity Partner.

18.9 Unenforceability: If any provision of this Agreement is invalid or unenforceable in any jurisdiction it will, if required, be deleted (for the purposes of that jurisdiction) without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction provided that such deletion does not defeat the commercial purpose of this Agreement.

18.10 Jurisdiction: This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England.

## **Annex 1**

### **Definitions**

<b>The Agreement</b>	The contract entered into by the charity and the RPF when purchasing race places
<b>Charity Partner</b>	All Intellectual Property Rights owned by or licensed to Charity Partner
<b>Charity Partner Mark</b>	The Charity Partner mark set out in Part 2, Annex 2
<b>Designation</b>	The Designation set out in Part 1, Annex 2
<b>Expenses</b>	Any expense, liability, loss, damage and/or cost (including reasonable legal costs) arising out of any legal action, claim, demand and/or proceedings
<b>Event</b>	The RPF Half Marathon intended to be held on Sunday 6 October 2013

<b>Fee</b>	The sum payable by Charity Partner for the Race Places as set out in the Agreement
<b>Force Majeure Event</b>	Any event beyond the reasonable control of a party including: royal demise; national mourning; war; fire; flood; act(s) or threats of terrorism; epidemic; travel warning; strike(s) or lockout(s); act(s) of God; order(s) of any licensing or other public authority; failure of power supply; the unavailability of the Park or any of the Parks; and/or cancellation or termination of the Event;
<b>Intellectual Property Rights</b>	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, all other proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction
<b>The Mark</b>	RPF's and The Event trade mark set out in Part 2 of Annex 2 or such other marks as notified by RPF to Charity Partner from time to time
<b>Marketing Activities</b>	Any suitable marketing activity carried out by Charity Partner and pre-approved by RPF including in-store promotions, brochures, advertising and other similar activities to promote the Event and associate the Charity Partner with the Event
<b>Materials</b>	All works, designs drawings, logos, specifications and other documents and/or materials created in connection with the Marketing Activities or under this Agreement including without limitation any photographs and point of sale items, banners, signs, posters, displays, packaging, labels, wrappers, hangers, containers, stands, special packaging and any other marketing or advertising materials (including any proofs)
<b>Parks</b>	Hyde Park and other of The Royal Parks, London and City of Westminster roads
<b>Products</b>	Merchandise produced by the Charity Partner in connection with the Event which shall include, but not be limited to, running kit, sporting gadgets and other equipment.
<b>Promoter</b>	The organizer and promoter of the Event, currently Limelight Sports Limited
<b>Race Places</b>	Guaranteed starting places for Runners in the Event
<b>Race Rules</b>	Race rules produced by RPF
<b>Rights</b>	Those rights to be granted by RPF to Charity Partner as set out in Part 1 of Annex 2

<b>RPF Intellectual Property Rights</b>	All Intellectual Property Rights owned by or licensed to RPF or otherwise relating to the Event and including but not limited to the Mark
<b>Runners</b>	Runners nominated by Charity Partner to take part in the Event
<b>Term</b>	The term set out in Clause 1
<b>Territory</b>	The United Kingdom

## **Annex 2**

### **Part 1**

#### **Rights**

RPF shall grant to Charity Partner the rights set out below subject to the terms and conditions in this Agreement during the Term:

1. [The non-exclusive right to use the Designation: “[Official] Charity of the Royal Parks Foundation Half Marathon” in the Territory on the Materials for the Marketing Activities;]
2. The non-exclusive right to use the Mark (as defined in Annex 1) in the Territory on the Materials for the Marketing Activities;

The right to inclusion of Charity Partner details in the Charity section of url:

[www.royalparkshalf.com](http://www.royalparkshalf.com). The nature, size and position of such inclusion to be determined by RPF in its sole discretion.