



Highlands and Islands Enterprise
Iomairt na Gàidhealtachd 's nan Eilean

Sponsor's Full Name
Company Name
Correspondence Address
Correspondence Address
Postcode

Date:

Reference Number: PRO-006547

Dear [●]

Highlands and Islands Food and Drink Awards 2024

Thank you for your interest in sponsoring the Event.

This Letter and the Sponsorship Terms and Conditions which are appended to it are referred to as the Agreement. We refer to individual clauses in the Sponsorship Terms and Conditions and "Conditions".

You agree to sponsor the Event at the Event Venue and we agree to provide the Sponsorship Package on the terms and conditions set out in the Agreement.

Sponsorship Details	
Sponsor(s)	<p>[Insert Name of Sponsor]</p> <p>[Select appropriate option]</p> <p>a company incorporated in Scotland under the Companies Act (registered number: SC[●]), whose registered office is at [●].</p> <p>a charity registered in a Scotland under charity number: [●]/a company [limited by guarantee] incorporated in Scotland under the Companies Acts (registered number: [●]) and having its Registered Office at [●]</p> <p>a firm carrying on business at [●], and (insert partner's name and address) [and (insert names and addresses of further partners)] being the partners of that firm as partners of and trustees for the said firm and as individuals all jointly and severally</p> <p>a limited liability partnership incorporated in Scotland (registered number: [●]) and having its registered office at [●]</p> <p>an individual residing at [●] and having a place of business at [●]</p>
Event	<p>The Event is Highlands and Islands Food and Drink Awards 2024 to be held on Friday 25 October 2024 at the Event Venue. The aim of the Event is:</p>



	to celebrate excellence and recognise outstanding achievement in the food and drink industry across the Highlands and Islands.												
Event Venue	The Kingsmills Hotel, Culcabock Road, Inverness, Scotland, IV2 3LP												
Sponsorship Package	<p>The Sponsorship Package is as per the Sponsorship Package details emailed to the Sponsor on [●] including but not limited to the following benefits:</p> <ul style="list-style-type: none"> • Two tables of 10 at the Awards ceremony (worth £2,000 plus VAT) • Named title association: ‘The Highlands & Islands Food & Drink Awards in association with [name of Sponsor/Sponsor’s trading name]’ • Primary branding on all event collateral including website, digital newsletters, entry forms, certificates, trophies and digital communications • Primary branding at the event, via the audio visual presentation, stage-set as well as opportunity for pop-ups/display <p>Subject to the terms of the Agreement, we will provide the Sponsorship Package.</p>												
Sponsorship Fee	The Sponsorship Fee is £10,000 plus VAT.												
Payment of the Sponsorship Fee	<p>You will pay us the Sponsorship Fee in one instalment of £10,000 plus VAT.</p> <p>We will issue an invoice to you for the Sponsorship Fee. You must pay the invoice within 30 days of the date of the invoice. If you are late in paying an invoice, interest will accrue in accordance with Condition 4.2 and if payment is outstanding for more than sixty (60) days, we can suspend delivery of all or any part of the Sponsorship Package immediately and without notice until you pay the outstanding amounts plus applicable interest.</p>												
Cancellation of the Event	<p>If we decide to cancel the Event we will:</p> <ul style="list-style-type: none"> - notify you in writing. We refer to this notice as a “Cancellation Notice”; and - repay a percentage of the Sponsorship Fee which you have paid to us up to and including the date of the Cancellation Notice. The percentage which we will repay depends on the date of the Cancellation Notice and will be calculated by reference to Table A. <table border="1" data-bbox="336 1467 1484 1953"> <thead> <tr> <th colspan="2">TABLE A</th> </tr> <tr> <th>Date of Cancellation Notice/Postponement Notice</th> <th>Percentage repayable</th> </tr> </thead> <tbody> <tr> <td>On or prior to 1 April 2024</td> <td>100%</td> </tr> <tr> <td>Between 2 April and 31 May 2024 (both dates inclusive)</td> <td>75%</td> </tr> <tr> <td>Between 31 May and 30 June (both dates inclusive)</td> <td>45%</td> </tr> <tr> <td>On or after 1 July 2024</td> <td>Zero</td> </tr> </tbody> </table>	TABLE A		Date of Cancellation Notice/Postponement Notice	Percentage repayable	On or prior to 1 April 2024	100%	Between 2 April and 31 May 2024 (both dates inclusive)	75%	Between 31 May and 30 June (both dates inclusive)	45%	On or after 1 July 2024	Zero
TABLE A													
Date of Cancellation Notice/Postponement Notice	Percentage repayable												
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Between 2 April and 31 May 2024 (both dates inclusive)	75%												
Between 31 May and 30 June (both dates inclusive)	45%												
On or after 1 July 2024	Zero												

	If the date of the Cancellation Notice is on or after 1 July 2024, we are not obliged to repay the Sponsorship Fee.
Postponement of the Event	<p>If we decide to postpone the Event we will notify you in writing. We refer to this notice as a “Postponement Notice.”</p> <p>The Sponsorship Package will be transferred to the postponed event unless you notify us in writing within seven (7) days of the date of the Postponement Notice that you do not want the Sponsorship Package to be transferred, in which case we will repay a percentage of the Sponsorship Fee which you have paid to us up to and including the date of the Postponement Notice. The percentage which we will repay depends on the date of the Postponement Notice and will be calculated by reference to Table A.</p>
No further liability	If we postpone or cancel the Event, we will have no further liability to you (including but not limited to liability arising from loss of opportunity, loss of profits or loss of reputation) as a result of cancellation or postponement other than to repay the Sponsorship Fee (or percentage of it) or have the Sponsorship Package transferred to a future event staged or hosted by HIE (whichever is applicable) as stated above.
Termination where Condition 10 of the Sponsorship Terms and Conditions applies	<p>Both Parties may terminate this Agreement in accordance with Condition 10 of the Sponsorship Terms and Conditions (“Bringing this Agreement to an end”).</p> <p>We are not obliged to repay any element of the Sponsorship Fee or to transfer the Sponsorship Package to a future event staged or hosted by HIE if this Agreement is terminated by HIE pursuant to Condition 10.</p>

Counterparts

This Agreement may be executed in two or more duplicate parts in which case Condition 16.10 of the Sponsorship Terms and Conditions will apply.

Contact us

If you have any questions, please get in touch with Crystal Mackay on 01463 383074 or by email at crystal.mackay@hient.co.uk.

How to accept

If you want to proceed with sponsoring the Event, please let us know by:

1. printing this letter, and
2. signing it in front of a witness, who should also sign and fill in their details in the spaces below,

and return that signed document to Crystal Mackay at An Lòchran, 10 Inverness Campus, Inverness IV2 5NA **within 14 days of the date of this letter**. You may want to keep a copy for your records.

This offer is only valid for 14 days. If we don't receive your acceptance within that time, this offer will expire.

Yours sincerely

.....

..... (Print name) for and on behalf of **Highlands and Islands Enterprise**

..... Date of signing

Acceptance

[Sponsor] accepts the Sponsorship Package on the terms set out above

Signed	
At (town/village)	
On (date of Signature)	
By (PRINT NAME)	

Authorised Signatory on behalf of **[Sponsor]**

Witness Signature	
Witness (PRINT NAME)	
Witness Address	

Date of delivery (to be completed by HIE)	
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Highlands and Islands Enterprise (HIE)

Sponsorship Terms and Conditions (HIE Events)

1. Definitions and Interpretation

1.1. In these Sponsorship Terms and Conditions:

Agreement	means these terms including the Letter;
Commencement Date	means the last date of execution of this Agreement, or where this Agreement is executed in counterpart in accordance with Condition 16.10, the date referred to in Condition 16.10.2;
Condition	means a numbered paragraph in these terms;
Confidential Information	means any information disclosed by one Party to the other Party under or pursuant to this Agreement, whether verbally or written (including in electronic format) which is confidential in nature concerning the first Party's business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which such Party belongs;
Event Venue	is the event venue set out in the Letter;
FOISA	means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time and/or the Environmental Information (Scotland) Regulations 2004 and any amendment, update or replacement;
"Group"	means, any of a Party's associates or subsidiaries, its ultimate parent company and all of its ultimate parent company's associates or subsidiaries;
HIE Assets	means all assets (including text, graphics, photographs, digital content and any other information created by or on behalf of HIE and whether in print, digital, audio-only, audio-visual or any other form) as they appear within the Sponsorship Artwork in Scotland;
"Letter"	means (a) the letter issued by us to you setting out the details of the Sponsorship Package, the Event and any other conditions which apply; and/or (b) a letter issued by us amending the Agreement after the letter referred to in (a) has been signed by both Parties.
Party	means a party to this Agreement;
"Recordings"	means any photographs or film taken during the Event;
"Representatives"	means a Party's Group companies and the Sponsors, directors, officers, employees, freelancers, agents, investors, advisers (including, without limitation, lawyers, accountants, consultants, financial advisers,), and service providers of such a Party or of any such Party's Group companies;

Sponsor Assets	means all assets (including text, graphics, photographs, logos or any other information created by or on your behalf) and whether in print, digital, audio-only, audio-visual or any other form provided by you to us;
Sponsorship Artwork	means all promotional and marketing materials to be produced by us as part of the Sponsorship Package;
Sponsorship Fee	is as set out in the Letter;
Sponsorship Package	is as set out in the Letter which may be amended in accordance with Condition 2;
Term	means the period commencing on the Commencement Date and ending on the earlier of (a) the date of termination of the Agreement pursuant to Condition Error! Reference source not found. ; or (b) the staging of the Event;
we or HIE	means Highlands and Islands Enterprise established under the Enterprise and New Towns (Scotland) Act 1990 and having its principal office at An Lochran, 10 Inverness Campus, Inverness IV2 5NA and us and our shall be interpreted accordingly; and
you	means the entity described as the Sponsor in the Letter, and your shall be interpreted accordingly.

2. Sponsorship Package

- 2.1. We will communicate any changes to the Sponsorship Package to you. We will use reasonable endeavours to minimise such changes and will not reduce the value of the Sponsorship Package.
- 2.2. We will deliver the Sponsorship Package at such times and means, and using such materials, as we, acting reasonably, deem appropriate to maximise the awareness of the Event.
- 2.3. You accept that, whilst we are under an obligation to incorporate your name and logo and to deliver the Sponsorship Package in accordance with this Agreement, we are not obliged to otherwise implement or incorporate your suggestions and recommendations with respect to a campaign for the Event. We will consider your suggestions and recommendations in good faith.
- 2.4. The Sponsorship Package is non-exclusive. You acknowledge that other organisations may sponsor the Event and in providing the Sponsorship Package the Sponsor's Assets will be featured alongside the logos, names and/or trademarks of other Event sponsors.
- 2.5. You will use reasonable efforts to support us in promoting the Event including promotion of the sale of tickets to the Event, and will follow our instructions, restrictions and guidelines in doing so.

3. Sponsor Assets and Sponsorship Artwork

- 3.1. You will provide the Sponsor Assets to us for use in the Sponsorship Artwork. These will be subject to our approval, not to be unreasonably withheld. You will deliver all Sponsor Assets to us for our approval at least 14 days in advance of their intended use and/or within such reasonable alternative timeframe as we may specify in writing. If we do not approve of the Sponsor Assets, you may replace the unapproved asset with alternative approved Sponsor Assets or to amend the unapproved asset, at our cost and in accordance

with our reasonable instructions and time frames. We will not amend or alter the Sponsor Assets without your prior written approval, such approval not to be unreasonably withheld.

- 3.2. We are responsible for the costs of production of the Sponsorship Artwork. If you wish to produce your own promotional material you will be responsible for all associated costs. We are not responsible for the cost of production of the Sponsor Assets.

4. Payment

- 4.1. If you fail to pay the Sponsorship Fee or any instalment of it on the due date, we have the right to charge interest on the unpaid amount unpaid at [3%] per annum above the base rate of Bank of Scotland plc, from the time to time. Interest will accrue from and including the date that payment fell due until and including the date of actual payment, both before and after judgment.

5. Term

- 5.1. This Agreement shall remain in place for the Term. Any provisions which are expressly stated or which are clearly intended to continue beyond expiry or termination shall continue beyond such expiry or termination.

6. Confirmations and Undertakings

- 6.1. Each Party confirms and undertakes to the other that:
- 6.1.1. it is entitled to enter into and to perform its obligations under and in accordance with this Agreement; and
 - 6.1.2. it will obtain and maintain all usage rights, clearances and licences necessary for the full exploitation by the other Party of the licence granted to it pursuant to Condition 8.1 and 8.2 of this Agreement.
- 6.2. We confirm and undertake to you that the HIE Assets when used in accordance with this Agreement do not and will not infringe any intellectual property rights or other rights of any third party, or be defamatory, offensive or indecent.
- 6.3. You confirm and undertake to us that:
- 6.3.1. you will ensure all activities performed under this Agreement and/or the Sponsor Assets, comply with, all applicable laws, rules, regulations, decrees and/or official government orders;
 - 6.3.2. the Sponsor Assets when used in accordance with this Agreement do not and will not infringe any intellectual property rights or other rights of any third party, or be defamatory, offensive or indecent; and
 - 6.3.3. you will not do or say anything which is likely to bring us and/or the Event into disrepute or damage our reputation.

7. Recordings

- 7.1. If you (having at all times been granted approval to do so) take any Recordings, it is your sole responsibility to obtain all necessary third party clearances and consents required for your intended exploitation of such Recordings. We will not be liable to you for any third party claims that arise as a result of your exploitation of such Recordings, especially if you exploit Recordings without having obtained consents and/or if you fail to comply with conditions or consents.

8. Intellectual Property Rights

- 8.1. You hereby grant us a non-exclusive, royalty-free, sub licensable, licence to use, adapt, incorporate, exploit, publish, communicate to the public and otherwise make available by any means and through any channel or medium the Sponsor Assets as required by us in order to fulfil our obligations and exercise our rights under this Agreement.

- 8.2. We hereby grant you a non-exclusive, royalty-free, sub licensable, licence to use our intellectual property (including names and logos) and the HIE Assets, as required for your fulfilment of your obligations and exercise of your rights under this Agreement.
- 8.3. All intellectual property and other proprietary rights belonging to a Party remain vested in the Party to which they belonged to before the Commencement Date. Nothing in this Agreement shall be construed as an assignment by either Party of any intellectual property rights or other rights.
- 8.4. All original material developed by us pursuant to activities performed under this Agreement belong to us.
- 8.5. All Sponsor Assets belong to you.
- 8.6. Following termination or expiry of this Agreement we will not be entitled to use the Sponsor Assets and you will not be entitled to use the HIE Assets, save that you grant us and we grant you a perpetual and royalty-free licence to use the Sponsor Assets and HIE Assets, as they appear within any material delivered as part of the Sponsorship Package, for internal business uses and, subject to the other Party's prior written approval, to promote its services to potential clients.

9. Confidentiality and Freedom of Information

- 9.1. No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.2. During the Term and for a period of two (2) years after the Term, neither Party will disclose any Confidential Information except as permitted by Condition 9.3.
- 9.3. A Party may disclose the other Party's Confidential Information:
 - 9.3.1. to its Representatives 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 this Agreement; and
 - 9.3.2. as required by law, a court of competent jurisdiction or any governmental or regulatory authority or applicable regulatory requirement or code, including FOISA.
- 9.4. If we are required to disclose information relating to this Agreement where Condition 9.3.2 applies, you will provide such assistance as we may reasonably require in relation to such disclosure. If FOISA applies to you and you are required to make disclosures pursuant to FOISA, we will provide such assistance as you may reasonably require in relation to disclosures relating to the subject matter of this Agreement.

10. Bringing this Agreement to an end

- 10.1. A Party may terminate this Agreement immediately on written notice if:
 - 10.1.1. the other Party commits a material or persistent breach which cannot be remedied or if capable of remedy the Party in breach has not remedied such breach within thirty (30) days of receipt of notice from the non-defaulting Party specifying the breach and requiring its remedy;
 - 10.1.2. the other Party becomes insolvent, bankrupt or an order is made or a resolution passed for its liquidation, administration, winding-up, or dissolution; or
 - 10.1.3. the other Party ceases, or threatens to cease, to carry on its business.
- 10.2. We may terminate this Agreement immediately on written notice if you breach Condition 6.3.3.

11. Consequences of Termination

- 11.1. Subject to the provisions relating to cancellation and/or postponement of the Event set out in the Letter, termination of this Agreement shall not affect any accrued rights or liabilities of either Party.
- 11.2. On termination or the expiry of this Agreement:
 - 11.2.1. we will cease delivery and administration of the Sponsorship Package;

- 11.2.2. we will remove all Sponsor Assets from the Sponsorship Package but we may proceed with the Event; and
- 11.2.3. each Party will promptly return to the other all property belonging to the other Party which is in its possession or control.

12. Indemnity

- 12.1. You indemnify us in respect of any costs, losses damages and/or expenses which we incur, (including the cost and/or expenses of defending a claim) arising from claims by a third party relating to actual or alleged infringement of that third-party's intellectual property as a result of or in connection with the publication or exploitation of the Sponsor Assets in accordance with the this Agreement.
- 12.2. We will indemnify you in respect of any costs, losses, damages and/or expenses which you incur (including the cost and/or expenses of defending a claim) arising from claims by a third party relating to actual or alleged infringement of that third party's intellectual property as a result of or in connection with the publication or exploitation of the HIE Assets in accordance with this Agreement.
- 12.3. If a Party wishes to be indemnified pursuant to this Condition 12, it must:
 - 12.3.1. notify the indemnifying Party promptly of the claim or event giving rise to the right of indemnification (the "Claim"), stating in reasonable detail the nature of the Claim and consult with the indemnifying Party with respect to the Claim;
 - 12.3.2. not make any admission or otherwise act in a manner which compromises or prejudices the defence or settlement of the Claim; and
 - 12.3.3. co-operate, at the indemnifying Party's sole cost, with the reasonable requests of the indemnifying Party in its participation and control of any compromise, settlement or resolution or other disposition of the Claim.

13. Liability

- 13.1. Subject to the provisions on cancellation and/or postponement of the Event set out in the Letter, the liability of each of the Parties under or in connection with this Agreement is limited to an amount equal to the Sponsorship Fee. This limit does not apply:
 - 13.1.1. in relation to claims for indemnification pursuant to Condition 12;
 - 13.1.2. in relation to claims for death or personal injury arising from negligence; or
 - 13.1.3. to claims which cannot be excluded or limited as a matter of law.
- 13.2. Neither Party shall be liable to the other, whether in contract, delict (including negligence), for breach of statutory duty or otherwise arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of or corruption to software, or indirect or consequential loss.

14. Entire Agreement and Fraudulent Misrepresentation

- 14.1. This Agreement contains the whole agreement between the Parties relating to the subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement.
- 14.2. Each Party acknowledges that it will have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly incorporated in this Agreement. Nothing in this Condition limits or excludes any liability for fraud or fraudulent misrepresentation.

15. Force Majeure

- 15.1. We will not be liable for any delay or failure in performing any of our obligations under this Agreement, if such delay or failure results from events or circumstances beyond our reasonable control including fire, flood,

adverse weather, communicable disease, civil unrest, terrorism, strikes, delays in transportation and/or failures in utilities or IT.

16. Miscellaneous

- 16.1. Any provisions indicated to survive termination of this Agreement will do so.
- 16.2. Nothing in this Agreement is intended to or shall be deemed to establish a joint venture of partnership between the Parties or constitute one Party as the agent of the other Party or authorise either Party to make or enter into commitments for on behalf of the other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of any other party.
- 16.3. This Agreement does not confer a right on any person who is not a party to is to enforce any of its provisions under the Contracts (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 16.4. You cannot assign, subcontract or transfer any right or obligation under this Agreement, in whole or in part, without our prior written consent.
- 16.5. No amendments to this Agreement can be made unless they are in writing and have been signed by or on behalf of both Parties.
- 16.6. If any provision (or part thereof) of this Agreement is or becomes illegal, invalid or unenforceable it will not affect the legality or validity of any other part of this Agreement
- 16.7. Unless otherwise expressly agreed, no delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 16.8. Each Party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 16.9. Any notice given under this Agreement must be in writing and addressed to the Party at its principal place of business (or such other address as that party may have specified to the other Party in writing) and be delivered personally, sent by pre-paid first-class post or recorded delivery.
- 16.10. This Agreement may be executed in any number of counterparts by each of the Parties on separate counterparts. Where executed in counterparts:
 - 16.10.1. this Agreement shall not take effect until all of the counterparts have been delivered; and
 - 16.10.2. delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement as evidenced by the date inserted at the end of the Letter.
- 16.11. This Agreement and any non-contractual rights or obligations arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland. The Parties agree that the Scottish courts have exclusive jurisdiction to hear and determine and otherwise settle all and any disputes which arise out of or in connection with this Agreement or its subject matter.

Signing instructions

The Offer Letter can be signed in the following ways:

If you are a **Company**:

- By two directors;
- By a director and the company secretary; or
- By a director and a witness.

If you are a **Limited Liability Partnership (LLP)**:

- By two members of the LLP; or
- By a member of the LLP and a witness.

If you are a **Partnership**:

- By a partner and a witness.

If you are a **Voluntary Association** (depending who has the authority to sign on behalf of the association / charity):

- By the chairman/secretary/authorised signatory and a witness.