**Sponsorship Agreement – Subject to Contract**

**THIS AGREEMENT** is made on the 5th day of May 2021

**BETWEEN**:

(1) **Event Co Limited** a company registered in England and Wales (Company Number 3218418) whose registered office is at 64 Zoo Lane, Flavourtown, BZ96 8HG, England (“**EC**”) and

1. **Kitchen Lid Limited** (Company Number 790123) whose registered office is at 88 River Run Road, Bristol, England, BS8 129 ("**Kitchen Lid**").

(each a "Party" and together the "Parties")

**Background:**

1. EVENT CO is the promoter and/or organiser of various outdoor festivals and music concerts in Great Britain.
2. Kitchen Lid is the producer and distributor of various high-end food and drink and associated paraphernalia products, cutlery, crockery, linen, and physical and online recipe book products.
3. EVENT CO has agreed to grant Kitchen Lid (and Kitchen Lid has accepted) the right to sell the Goods at the Event (as defined below) subject to and in accordance with the terms and conditions of this Agreement.

**Agreement:**

# Definitions AND INTERPRETATION

## In this agreement the following words and expressions shall have the following meanings:

**Activation Area** means the area for use by Kitchen Lid which shall not be less than 6m x 6m in size, which for the avoidance of doubt, will include a Kiosk;

**Artist** means any artist appearing at an Event;

**Commencement Date** means 1st August 2022;

**Confidential Information** means the terms of this Agreement and all confidential information relating to a Party's business and products (including operations, plans, market opportunities, customers, know-how and trade secrets) disclosed by one Party to the other Party whether in writing, orally or by any other medium, whether disclose before or after the Commencement Date, and in relation to EC only, ‘confidential information’ shall also include information relating to the Event, Artists and other suppliers of EC;

**Event** means the Event Co Festival, organised and promoted by EC wherever in the UK such event is held during the Term to take place on 22nd, 23rd and 24th August 2022;

**Exit Date** means the date by which Kitchen Lid must have left the Site, as notified by EC to Kitchen Lid;

**Festival Health and Safety Manager** means such person as EC informs Kitchen Lid of from time to time;

**Festival Manager** means such person as EC informs Kitchen Lid of from time to time;

**First Access Date** means the date on which Kitchen Lid is first granted access to the Site(s) as notified by EC to Kitchen Lid;

**Force Majeure Event** means an event beyond either Party's reasonable control including act of God, actual or threatened acts of terrorism, insurrection or civil disorder, war or military operations, epidemic, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, death of a member of the royal family, flood, subsidence or weather of exceptional severity, which event is not foreseeable and could not have been reasonably avoided;

**Goods** means high-end food and drink and associated paraphernalia products, cutlery, crockery, linen, and physical and online recipe book products.

which are distributed under the Kitchen Lid Branding, together with any other goods approved by EC in writing from time to time;

**Group Company** means the subsidiaries and holding companies of the Parties and the subsidiaries of any such holding company;

**Kitchen Lid’s Activation** the activation to be carried out by Kitchen Lid as set out in this Agreement and at Schedule 1;

**Kitchen Lid Branding** means the name “Kitchen Lid” and any branding of the Activation Area the intellectual property of which belongs to Kitchen Lid;

**Kitchen Lid Equipment** means any equipment, vehicle, Kiosk, article or property of any kind of Kitchen Lid’s or of third party engaged by Kitchen Lid (in accordance with the terms of this Agreement) brought onto or left at any Site;

**Kitchen Lid Personnel** means any personnel appointed by Kitchen Lid and/or under Kitchen Lid’s control including any of Kitchen Lid’s employees and/or sub-contractors;

**Intellectual Property Rights** means patents, trade-marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world;

**Kiosk(s)** means a mobile selling kiosk for the sale of the Goods supplied by Kitchen Lid for temporary installation at the Site for the duration of the Event as referred to in clause 3;

**Surrounding Areas** means the ten square metres surrounding the Kiosk;

**Laws** means all local, county, national and European laws, regulations, mandatory codes of practice, orders or requirements of any executive agency and other similar requirements applicable to or which affect the operation of this Agreement including those issued by the Office of Fair Trading, the Advertising Standards Authority and OFCOM and any premises licence or other licence applicable to the Site;

**Licences** means all third party licences necessary in relation to the sale of the Goods at the Event;

**Live Hours** means the hours which the Event is open to ticket holders, being:

|  |  |
| --- | --- |
| **Date** | **Live Hours** |
| Friday 22 August 2022 | 12pm – 12am |
| Saturday 23 August 2022 | 9am – 1am |
| Sunday 24 August 2022 | 9am – 1am |

**Location(s)** means the location agreed between EC and Kitchen Lid, following good faith discussions between the Parties and both Parties acting reasonably in relation thereto, at which the Kiosk and Activation Area will be installed;

**Marketing Standards** means Kitchen Lid’s marketing standards and specifications which will be provided to EC prior to the first Event as may be amended by Kitchen Lid from time to time

**Public Areas** means such areas of the Site as are generally accessible by persons attending an Event including the campsite;

**Regulations** means all applicable legislation, laws, rules, regulations, standards determined by any governmental or regulatory authority and generally applicable self-regulatory standards or codes whether the same are regional, national or international, in all cases whether statutory or otherwise (including all legislation, rules and regulations relating to health and safety and fire safety), and all rules, regulations and instructions of EC, the local authority and/or any owner of the Site that are communicated to Kitchen Lid from time to time;

**Site** means the means Bournemouth Sports Club, Chapel Gate, East Parley, Christchurch BH23 6BLor such other site as EC may inform Kitchen Lid of from time to time;

**Site Manager** means such person as may be notified by EC to Kitchen Lid from time to time to manage the Site, as applicable;

**Term** means the period referred to in clause 16.1;

**Vendors** means the individuals employed by Kitchen Lid or by an agent of Kitchen Lid to sell Goods to adult customers at the Event as referred to in clause 3;

**VIP Areas** means such areas within the Site, as applicable, as EC designates as VIP areas; and

**Working Days** means a day on which banks in the City of London are open for over the counter banking business other than a Saturday, Sunday or public holiday.

In this Agreement:

### references to this Agreement means this document, including its recitals and any Schedules and Appendices;

### the list of contents and headings are for ease of reference only and shall not be taken into account in construing this Agreement;

### references to any recital, clause, paragraph or Schedule are to those contained in this Agreement and all Schedules to this Agreement are an integral part of this Agreement;

### references in this Agreement to statutes shall include any statute, bye-law, regulation or delegated legislation modifying, re-enacting extending or made pursuant to the same or which is modified, re-enacted or extended by the same;

### a reference to any gender includes the other and words in the singular include the plural and vice versa;

### references to a person shall be construed so as to include that person’s assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company corporation, body corporate, unincorporated body of persons or any state or agency thereof;

### the words "company", "subsidiary", "subsidiary undertaking" and "holding company" have the meanings given to them by the Companies Act 2006; and

# Appointment

EC hereby appoints Kitchen Lid to be an exclusive seller of the Goods at the Event throughout the Term, subject to the terms and conditions of this Agreement, and Kitchen Lid accepts such appointment and shall sell the Goods at the Event in accordance with and subject to the terms and conditions of this Agreement.

1. Except as set out in this Agreement, EC undertakes not to itself, nor to grant to any other person any right to, distribute, sell or otherwise supply high-end food and drink and associated paraphernalia products, cutlery, crockery, linen, and physical and online recipe book products or substantially similar products anywhere on the Site at the Event.

Kitchen Lid warrants, undertakes and represents that it shall not use any of the rights granted herein in a manner which in the reasonable opinion of EC is or might be prejudicial or defamatory to the image of EC, any EC Group Company or the Event.

EC agrees to liaise fully with Kitchen Lid Personnel with regard to the rights granted to Kitchen Lid under this Agreement and the on-going administration of the Agreement.

# ACTIVATION

**Activation Area**

Kitchen Lid shall be entitled to install:

* + 1. an Activation Area at the Location at the Site; and
		2. one (1) Kiosk in the Activation Area.

EC shall ensure that the Location made available for the Activation Area shall be a prime location with high footfall in the main area of the Site.

The Kiosk and Activation Area shall be open to Event attendees during the Live Hours.

EC shall supply:

* + 1. all power reasonably necessary for the operation of the Kiosk for the Event;
		2. adequate security for storage of the Goods, at the cost of Kitchen Lid; and
		3. access to Wi-Fi for Kitchen Lid Personnel in the Activation Area.

The Parties will discuss in good faith at least 30 days prior to the Event the location of the Activation Area and the Kitchen Lid Equipment which Kitchen Lid is entitled to bring on Site both Parties acting reasonably in relation thereto.

**Vendors**

In addition to the Kiosk, Kitchen Lid shall be permitted to provide two (2) Vendors (working in groups of two) to sell and sample Goods to adult consumers at the Site for a period of up to twelve (12) hours during the Event. For the avoidance of doubt, the Vendors shall have access to both the Public and the VIP Areas of the Site at the Event.

The Vendors shall be permitted to collect consumer information whilst selling and sampling Goods in connection with the performance of clause 3.6.

EC shall take all reasonable steps to ensure the safety of the Vendors supplied by Kitchen Lid at the Site during the Event.

# marketing and branding

Kitchen Lid shall have the right to use the Event logos on Kitchen Lid’s websites. Any other use of the Event logos and/or EC’s intellectual property rights shall be subject to EC’s prior written approval on a case by case basis (not to be unreasonably withheld or delayed).

Kitchen Lid shall have the right, at its sole cost, to brand the Kiosk at the Event with Kitchen Lid Branding.

Kitchen Lid warrants and undertakes that all Kitchen Lid Branding displayed at the Site during the Event shall comply in all respects with all applicable legislation and codes of practice applicable to the sale, marketing and promotional of food and drink and related goods.

EC agrees to include reference to the Kiosk on:

* + 1. any location maps installed on the Sites for the duration of the Event;
		2. on its website which advertises the Event; and
		3. in at least three social media updates or posts about the Event.

Kitchen Lid shall have the additional rights set out in Schedule 1 to this Agreement in relation to marketing and branding for the Event.

Except where necessary to comply with its obligations under this Agreement, EC shall not use for its own purposes, nor acquire, nor seek to acquire by this Agreement or any activity under it, nor represent in any way that it is entitled to any rights in or to any Kitchen Lid Branding which, together with all goodwill attaching thereto (including any goodwill generated by EC’s use of Kitchen Lid Branding under this Agreement), is and shall remain the sole property of Kitchen Lid.

# CORPORATE HOSPITALITY

## EC shall provide Kitchen Lid with:

### four (4) VIP tickets (for use for employees or clients) for the Event; and

### ten (10) weekend tickets (for use for employees, clients or competitions) for the Event.

# FEES

In consideration for the rights granted to Kitchen Lid under this Agreement, and subject to the satisfactory performance by EC of its obligations under this Agreement, Kitchen Lid shall pay £XX.XX plus VAT to EC (“**Fees**”).

Kitchen Lid shall pay fees set out at clause 5.1 in the first 5 days of the month following the expiry of 60 days of receipt of a valid invoice from EC. Any sums payable shall be invoiced and paid in Sterling.

# Kitchen Lid PERSONNEL

Kitchen Lid shall provide to EC a list of Kitchen Lid Personnel (including Vendors) which require access on such days, specifying the times and the parts of the Site to which access is required and EC shall provide the relevant number of passes to Kitchen Lid.

Kitchen Lid shall be solely responsible for all actions including the conduct, honesty and sobriety of all Kitchen Lid Personnel.

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# Access and dates of work

Kitchen Lid shall at its sole cost and expense construct, install and take down the Kiosk from the Location. Kitchen Lid shall comply in full and shall ensure that all Kitchen Lid Personnel comply in full, with any Laws and Regulations applicable to the general design, installation, construction and/or take down the Kiosk.

Kitchen Lid shall provide the Site Manager no later than 28 days before the First Access Date with the following information:

* + 1. the exact time on the First Access Date they will arrive at the Site; and
		2. the time at which they will complete their installation of the Kiosk and at which they are fully operational.

## Kitchen Lid shall ensure that all Kitchen Lid Equipment, vehicles, and any other items used by Kitchen Lid are removed from the Site by no later than a time as notified to Kitchen Lid by EC on the Exit Date.

# vehicles

Kitchen Lid shall ensure that no vehicles, except those agreed to in writing by EC, are brought onto the Site at any time and that vehicles which EC has agreed to in writing will be parked only in the designated area provided by EC.

Kitchen Lid must obtain the prior written consent of EC if it wishes to bring any vehicles or equipment other than the Kiosk and any equipment associated with the Kiosk into the Site. In the case of vehicles supplying stock to the Kiosks, the consent of EC will not be unreasonably withheld or delayed.

All vehicles brought onto the Site by Kitchen Lid in accordance with clause 9.1 may only be removed from the Site prior to the Exit Date or moved from the Locations to any other areas of the Site prior to the Exit Date with the prior approval of the Site Manager. If Kitchen Lid is authorised hereunder to move the Kiosk and/or vehicles, it will ensure that such Kiosks and/or vehicles are accompanied at all times by an escort of EC.

# Licences

EC undertakes to take all such steps as are necessary (including obtaining any and all licences, consents and/or approvals that may be required from other third parties) to ensure that Kitchen Lid receives and is able to exploit and enjoy the full benefit of the rights granted by this Agreement.

# KITCHEN LID AREAS

Kitchen Lid will be responsible for any damage to any area of the Site and/or to any equipment, materials or goods in the Site, caused by Kitchen Lid and/or any non-EC third party engaged by Kitchen Lid fair wear and tear excepted.

Kitchen Lid hereby acknowledges that it is responsible for any damage (fair wear and tear excepted) caused to Kitchen Lid Areas due to Kitchen Lid’s negligence. If the Kitchen Lid Areas are not in substantially the same condition at the First Access Date and Exit Date following both inspections for any reason other than EC’s wilful misconduct, negligence or fair wear and tear, Kitchen Lid shall pay upon demand all reasonable costs incurred by EC in rectifying Kitchen Lid Areas to ensure that following the Post Event Inspection they are in substantially the same condition as they were during the Pre Event Inspection.

# Health and safety

Kitchen Lid shall, during the Term, comply with all Laws, Regulations, EC’s health and safety policy and all reasonable instructions of EC and/or the Festival Health and Safety Manager in relation to Kitchen Lid’s exercise of its rights and performance of its obligations hereunder.

# INSURANCE

The parties shall, and shall procure that all third parties engaged by them in relation to this Agreement shall, during the Term maintain insurance cover with a reputable insurance company whose registered office is in England and Wales and acceptable to the other party (such acceptance not to be unreasonably withheld or delayed) in respect of the risks and liabilities detailed hereunder. Such cover shall include without limitation cover for employment liability of not less than five million pounds and cover for public and product liability of not less than ten million pounds ("**Policies**").

Each party shall provide a copy of the Policies and receipt of the current premiums on request to the other party and not do or cause or knowingly permit to be done anything that will or might wholly or partly vitiate such Policies.

# Kitchen Lid’s warranties and undertakings

Kitchen Lid hereby warrants, represents and undertakes that it:

* + 1. is a company properly constituted and registered under the laws of England and Wales and has and shall during the Term retain all necessary capacity, right, power and authority to enter into this Agreement and comply with its obligations hereunder;
		2. shall not be in breach of any contract with or of any other obligation to any third party by reason of entering into or exercising or granting any rights or performing any obligations under this Agreement;
		3. is not aware of anything presently subsisting for which it is responsible or in which it has been involved which would constitute a breach of any clause of this Agreement;
		4. shall comply with all Laws and Regulations in relation to the exercise by Kitchen Lid of the rights granted to it hereunder (including relating to health, fire and safety, access by Kitchen Lid Personnel to the Site, the Kiosks and all Goods);
		5. shall ensure that all Goods are fit for purpose and comply with all applicable legislation, regulations and codes of good practice including legislation, regulations and codes of good practice relating to the safety, manufacture, sale and storage of the Goods;
		6. shall notify EC and provide a copy of any notification, from any regulatory body regarding compliance or non-compliance with any Laws relating to the preparation, storage or supply of the Goods; and

Kitchen Lid shall at its own cost and expense:

* + 1. ensure that it meets all reasonable standards specified by EC from time to time;
		2. comply with all Laws and Regulations in relation to the sale, promotion, marketing and/or advertising of the Goods.

# EC’s warranties and undertakings

EC hereby warrants, represents and undertakes that:

* + 1. it is a company properly constituted and registered under the laws of England and Wales and has and shall during the Term retain all necessary capacity, right, power and authority to enter into this Agreement and comply with its obligations hereunder;
		2. it shall not be in breach of any contract with or of any other obligation to any third party by reason of entering into or exercising or granting any rights or performing any obligations under this Agreement;
		3. it shall notify Kitchen Lid and provide a copy of any notification, from any regulatory body regarding compliance or non-compliance with any Laws relating to the sale of the Goods;
		4. it shall comply with all Laws and Regulations in relation to the exercise by EC of the rights and obligations granted to it hereunder (including relating to health, fire and safety, and the Goods);

## EC shall provide access to the site in accordance with clause 8.

## EC shall not be entitled to suggest any association between EC and Kitchen Lid or any of its products without the express prior written consent of Kitchen Lid.

# Term and termination

This Agreement shall be deemed to have commenced on the Commencement Date and shall continue (subject to earlier termination in accordance with its terms) until 26 August 2022 which point it shall automatically expire.

Either Party may terminate this Agreement immediately if the other is in breach of any terms of this Agreement and, if such breach is capable of remedy, where such breach has not been remedied to the non-breaching Party's reasonable satisfaction within fourteen (14) days of service of notice by the non-breaching Party to the Party in breach specifying such breach and requiring it to be remedied.

EC may terminate this Agreement by written notice to Kitchen Lid (such notice to have immediate effect), at any time if it ceases to be duly authorised to promote or organise the Event.

Kitchen Lid may terminate this entire Agreement immediately on written notice:

* + 1. if the Event is cancelled and is not re-scheduled to take place on a date within 60 days from the original date; or
		2. if any law prevents the Goods from being sold at the Site.

Any termination of this Agreement will not affect any accrued rights or liabilities of either Party or any terms of this Agreement intended to continue in force.

# FORCE MAJEURE

If either Party is totally or partially prevented from performing any of its obligations (save for Kitchen Lid's obligation to pay any monies due to EC hereunder) under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other of the matters constituting the Force Majeure Event and provide the other with its best estimate of the likely extent and duration of the Force Majeure Event. Each Party shall, subject to clause 17.3, be excused performance of such obligations from the date of such notice for so long as the Force Majeure Event shall continue and shall not be liable for any losses incurred by the other Party arising from such non-performance provided that:

* + 1. the Party affected by the Force Majeure Event shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event; and
		2. upon cessation of the Force Majeure Event the Party affected shall promptly notify the other of such cessation.

# CANCELLATION AND ALTERATION TO THE EVENT

If the Event is rescheduled under clause 16.5.1, then EC shall offer to appoint Kitchen Lid in relation to the Event on the terms set out in this Agreement and, if Kitchen Lid accepts such appointment, the rescheduled Event shall be an Event for the purposes of this Agreement.

If the Event is cancelled for any reason other than any act or omission of Kitchen Lid, EC’s liability to Kitchen Lid in relation thereto shall be as follows:

* + 1. if Kitchen Lid has paid any Fees to EC in relation to such cancelled Event under clause 6.1 EC shall refund all Fees relating to the Event to Kitchen Lid;
		2. if Kitchen Lid has not paid any Fees to EC in relation to such cancelled Event it shall not be obliged to do so.

# Liabilities & INDEMNITIES

Nothing in this Agreement will exclude or restrict either Party’s liability for fraud or fraudulent misrepresentation or for death or personal injury arising from its own negligence.

Subject to clause 19.1, neither party will be liable to the other under this Agreement in contract, tort or otherwise (including any liability for any negligent act or omission) for loss of revenue, business, contracts, anticipated savings, profits or wasted expenditure or for any indirect or consequential loss howsoever arising out of, or in connection with, this Agreement.

Subject to clause 19.1, neither Party will be liable to the other for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to a Force Majeure Event.

Subject to clause 19.1, both party’s maximum total liability in contract, tort, or otherwise (including but not limited to any liability for any negligent act or omission for damages which are not otherwise limited or excluded under this Agreement) howsoever arising out of, or in connection with, this Agreement, will be limited to the aggregate of the sums due to it hereunder.

# Confidentiality

Each Party undertakes to the other:

* + 1. to keep confidential all Confidential Information;
		2. not without the other Party’s prior written consent to disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the implementation of this Agreement and provided in all cases that they have a need to know the same; and
		3. to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under this Agreement and not otherwise for its own benefit or the benefit of any third Party.

The provisions of clause 20 shall not apply to the whole or any part of the Confidential Information that can be shown to be:

* + 1. disclosed as a requirement of law or any regulatory body to whose rule either Party is subject;
		2. known prior to the date of this Agreement otherwise than as a result of being obtained directly or indirectly from the Party disclosing such Confidential Information;
		3. obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to either Party by any reason; or
		4. in the public domain in the form in which it is possessed by the Party disclosing such Confidential Information other than as a result of a breach of duty of confidence owed to either Party by any person.

## The provisions of this clause 20 shall survive termination of this Agreement for any reason.

# General

Any notice to be given by either Party pursuant to this Agreement will be in writing and may be given personally or by prepaid registered post to the address above or to the address that such Party specifies as its address for service for the purposes of this Agreement. All notices shall be deemed delivered upon receipt.

Nothing in this Agreement shall constitute or be construed as creating a partnership or agency relationship between the Parties.

If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

No variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

This Agreement shall be governed by and construed in all respects in accordance with English Law whose courts are the courts of exclusive jurisdiction.

The Parties will co-operate, liaise and consult with each other in good faith on a regular basis in order to give effect to and implement the provisions and arrangements of this Agreement.

**IN WITNESS** of which the Parties have signed this Agreement on the date set out above.

**SIGNED** by **PHIL FOGG**
duly authorised for and on behalf of **EVENT CO LIMITED**

**SIGNED** by )
duly authorised for and on behalf of **KITCHEN LID LIMITED** )