

Terms & Conditions	
1.	DEFINITIONS AND INTERPRETATION
1.1	Unless the context otherwise requires, the following expressions shall have the following meanings:
	Agreement means this agreement, comprising the ORDER FORM and these terms and conditions.
	Brand Guidelines means the brand guidelines issued by the Club which depict the Club Marks and set out the Club's requirements for the use of the Club Marks, as provided to the Sponsor by or on behalf of the Club from time to time.
	Business Day means a day (other than a Saturday, Sunday or public holiday in England).
	Club means the Oldham Athletic (2004) Association Football Club Limited (company number 9899487) whose registered office is at Boundary Park, Furthwood Road, Oldham, Greater Manchester, OL1 2PB.
	Club Marks means the marks and designs relating to the Club, including without limitation any logos, trademarks (whether registered or unregistered), slogans, signatures and characters.
	Club Website means the official website hosted by or on behalf of the Club accessible from www.oldhamathletic.co.uk
	Club Rights means any and all rights of a commercial nature connected with the Club, including without limitation broadcasting rights, new media rights, interactive game rights, Commercial Rights, merchandising rights, licensing rights, advertising rights and hospitality rights excluding, for the avoidance of doubt, those rights owned or controlled by any Governing Body.
	Commencement Date means the date detailed in the Particulars.
	Commercial Rights means the commercial rights detailed in the Order Form.
	Expiry Date means the date detailed in the Particulars.
	Force Majeure Event means any event affected the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party (other than lack of funds on the part of the Sponsor) including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government court, competent national authority or Governing Body.
	Governing Body means any properly constituted football governing body, including the Football Association Limited (The FA), FIFA, UEFA, The Football Association Premier League Limited (Premier League), the Football League Limited (FL).
	Order Form means the order form overlaid.
	Particulars means the particulars detailed in the Order Form.
	Payment Terms means the terms for payment of the Fee, detailed in the Particulars.
	Regulations means the directives, bye-laws, rules, resolutions, regulations and guidance notes and any other order or direction of any Governing Body, the Office of Fair Trading, the Advertising Standards Authority, OFCOM and any other body whose regulations affect the operation of this Agreement from time to time in force.
	Special Conditions means the special conditions (if any) detailed in the Order Form.
	Sponsor means the party detailed in the Particulars.
	Sponsor Mark means the marks and designs relating to the Sponsor, including without limitation any logos, trademarks (whether registered or unregistered) agreed by the Sponsor and Club from time to time.
	Sponsor Materials means any materials which bear the Club Mark or otherwise associate the Sponsor with the Club and which are produced by the Sponsor, including without limitation promotional, marketing or advertising materials.
	Fee means the fee detailed in the Particulars
	Stadium means the home stadium of the Club being Boundary Park, Furthwood Road, Oldham, Greater Manchester, OL1 2PB
	Term means the period of time commencing on the Commencement Date and expiring on the Expiry Date.

1.2 In this Agreement (unless the context otherwise requires)

1.2.1 the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

1.2.2 words importing persons shall include firms, companies and bodies corporate and vice versa.

1.2.3 words importing the singular shall include the plural and vice versa.

1.2.4 words importing any one gender shall include either gender.

1.2.5 construction of this Agreement shall ignore the heading, contents list and front sheet (all of which are for reference only).

1.2.6 all Schedules shall be deemed to form part of this Agreement.

1.2.7 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

1.3 In the case of any conflict or ambiguity between any provision contained in this Agreement and its Schedules, the following order of priority shall apply:

1.3.1 firstly the Special Conditions.

1.3.2 secondly, the Commercial Rights.

1.3.3 thirdly, the Particulars.

1.3.4 finally the terms and conditions of this Agreement.

2. TERM

2.1 This Agreement have effect from the Commencement Date and shall continue (unless terminated in accordance with the provisions of this Agreement) for the Term.

3. CONSIDERATION

3.1 The Sponsor agrees to pay to the Club the Fee in accordance with the Payment Terms.

3.2 Time for payment of the Fee shall always be of the essence. If the Sponsor fails to pay the Club any sum due pursuant to this Agreement, the Sponsor shall be liable to pay interest to the Club on such sum from the due date for payment is made, whether before or after any judgment. The Club reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

3.3 Payment of the Fee shall be made in full without any set-off, deduction or other withholding whatsoever.

4. GRANT AND/OR SUPPLY

4.1 In consideration of the payment of the Fee, the Club shall grant and/or supply the Commercial Rights to the Sponsor.

4.2 The Sponsor acknowledges that the Club is the owner of the Club Rights and all rights in the Club Marks.

4.3 Unless otherwise detailed in this Agreement, the Commercial Rights shall be granted and/or supplied to the Sponsor on a strictly non-exclusive basis. As such, the Club shall be entitled to enter into any similar sponsorship arrangement with any third party and shall not be in breach of any provision of this Agreement as a result of entering into such arrangement.

4.4 In the event that, for whatever reason, the Club is unable to grant and/or supply any of the Commercial Rights, the Club may substitute alternative rights of same nature of the Commercial Rights to an equivalent value without penalty.

5. GENERAL OBLIGATIONS OF THE CLUB

5.1 In consideration of the payment of the Fee, the Club undertakes to the Sponsor as follows:

(A) subject to clause 4.4 and the Regulations, to deliver or procure the delivery of the Commercial Rights to the Sponsor,

(B) that it has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and to accept and perform the obligations imposed on it by this Agreement.

6. GENERAL OBLIGATIONS OF THE SPONSOR

6.1 The Sponsor hereby represents, warrants and undertakes that:

(A) it has, and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement.

(B) it shall exercise the Commercial Rights strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Sponsor shall be entitled to use or exploit any of the Club Rights (other than the Commercial Rights) in any way.

(C) it shall not establish a website relating to the Club or use the Commercial Rights in connection with any website save as expressly provided for in this Agreement.

(D) 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 whom the Club has granted Commercial Rights.

(E) 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 Club Rights or the value of the Club Rights and shall provide all reasonable assistance to the Club in relation to the exploitation by the Club of the Club Rights.

(F) it shall observe and abide by the Regulations and all relevant rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to the Club.

(G) it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Club.

(H) it shall use its 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 or of derogatory to the Club.

6.2 The Sponsor hereby grants to the Club a non-exclusive, royalty-free licence in perpetuity to use the Sponsor Mark in connection with the delivery of the Commercial Rights.

6.3 The Sponsor consents to the use and reproduction by or on behalf of the Club of the Sponsor Mark and any audio, visual and audio-visual or electronic recordings of the same, by all or any means and in all or any form of media whether now known or hereafter to be invented (including, without limitation, in connection with a computer game which may be developed and produced, any official website and any other official product or publication) throughout the world in perpetuity for the purposes of advertising, merchandising, publicity and otherwise in relation to the exploitation of such audio, visual and audio-visual or electronic recording.

7. SPONSOR MATERIALS & SPONSOR MARK

7.1 The Sponsor shall ensure that any and all Sponsor Materials or other materials incorporating the Sponsor Mark are produced:

(A) in accordance with the Brand Guidelines

(B) at its own expense, unless otherwise provided for in this Agreement.

7.2 The Sponsor shall not issue, publish, circulate or otherwise make use of any Sponsor Materials without the prior written approval of the Club in accordance with this clause 7.2 as follows:

(A) the Sponsor shall submit to the Club's nominated representative under clause 14.1 for prior written approval representative samples, artwork or product specifications accurately illustrating all Sponsor Materials prior to the proposed issue of the same and shall not publish, circulate or otherwise issue any Sponsor Materials which are not so approved.

(B) in the event that the Sponsor submits artwork or product specifications depicting any Sponsor Materials which are approved under clause 7.2(a), the Sponsor shall ensure that such Sponsor Materials do not deviate from the artwork or product specifications approved by the Club, and shall submit further representative samples of such Sponsor Materials for approval whenever reasonably requested to do so by the Club.

(C) in the event that at any time any Sponsor Materials fail to conform to any approved representative artwork, sample of other submission, the Sponsor shall, forthwith on notice from the nominated representative, withdraw any and all such Sponsor Materials from circulation.

7.3 The Club shall have the absolute right to reject any Sponsor Materials if the Commercial Rights do not contemplate the right to produce Sponsor Materials.

8. TERMINATION

8.1 Without prejudice to any rights that have accrued under this Agreement or any its rights or remedies, either party may terminate this Agreement immediately (or following such notice period as it sees fit) by giving written notice to the other party if:

(A) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven(7) days after being notified in writing to make such payments;

(B) the other party commits a breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified in writing to do so;

(C) the other party repeatedly breaches any of the terms of this 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 this agreement.

(D) the other party suspends, or threatens to suspend, payment of its debt or is unable to pay its debts as they fall due to admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has partner to whom any of the foregoing apply;

(E) the other party commences negotiations with all or any class of its creditors with a view to resolving any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(F) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent reconstruction of that other party;

(G) 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 over party;

(H) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(I) a person become entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(J) the other party, being an individual, is the subject of a bankruptcy petition or order;

(K) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, then whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

(L) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(M) the other party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under mental health legislation;

(N) as a result of any act or omission by the other party, the party reasonable capacity (whether the image or reputation of the party has been, or is likely to be, (if such breach were repeated), materially adversely affected.

8.2 The Club may terminate this Agreement without liability to the Sponsor immediately by giving written notice to the Sponsor if owing to any act or omission of the Sponsor, or any person engaged or employed by the Sponsor, or any guest of the Sponsor, any property whether fixed or movable, real or personal to the Club is lost, damaged or destroyed or it is significant risk of being lost, damaged or destroyed.

8.3 The Club may terminate this Agreement without liability to the Sponsor immediately by giving written notice to the Sponsor if the Sponsor has offered or given or agreed to give any person employed or engaged by the Club any gift or payment of any kind as an inducement or reward for doing or not doing or for having done or not done any action in relation to this Agreement, or any other Agreement with the Club, or if the same has been done by any person employed by the Sponsor or acting on the Sponsor's behalf (with or without the knowledge of the Sponsor).

8.4 For the avoidance of doubt, this Agreement shall automatically terminate upon expiry of the Term.

9. CONSEQUENCES OF TERMINATION

9.1 The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement.

9.2 On expiry or termination of this Agreement:

(A) all of the Commercial Rights shall forthwith terminate and automatically revert to the Club;

(B) the Sponsor shall not use or exploit its previous connection with the Club whether directly or indirectly;

(C) the Club may grant all or any of the Commercial Rights to any third party;

(D) each party shall promptly return to the other all of property of the other within its possession.

9.3 Termination of this Agreement shall not affect those provisions of this Agreement which are clearly intended to survive termination.

10. FORCE MAJEURE

10.1 If, by reason of any Force Majeure Event, the Club is delayed in or prevented from performing any of the provisions of this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by the Sponsor by reason thereof.

10.2 Should the Sponsor's exercise of the Commercial Rights under this Agreement be materially hampered, interrupted or interfered with by reason of any Force Majeure Event, then the obligations of the Club shall be suspended during the period of such hampering, the interference or interruption consequent on such event and shall be postponed for a period of time equivalent to the period of suspension, and the parties shall use their best endeavours to minimise and reduce any period of suspension occasioned.

10.3 The party prevented from performing its obligations under this Agreement by a Force Majeure Event shall have their obligations suspended for so long as the Force Majeure Event continues and to the extent that it so prevented. As soon as is practicable after the end of the Force Majeure Event that party shall notify the other party and resume performance of its obligations under this Agreement.

11. LIABILITY AND INDEMNITY

11.1 Nothing in this 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.

11.2 Neither party shall be liable to the other under this 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 this Agreement due to a Force Majeure Event.

11.3 Under no circumstances shall the Club be liable for any costs, damages, claims, actual or alleged or indirect loss or consequential loss howsoever arising suffered by the Sponsor, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

11.4 The Club'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 Club's obligations under this 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 Fee received by the Club as at the date such act or omission.

11.5 The Sponsor shall indemnify and keep indemnified the Club from and against all claims, damages, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with exercise by Sponsor of the Commercial Rights, whether or not in accordance with the provisions of this Agreement and the use by the Club of the Sponsor Mark.

11.6 The Sponsor shall indemnify and keep indemnified the Club from against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Sponsor Mark infringes any intellectual property rights or moral rights of any third party.

11.7 Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any intellectual property rights or moral rights of either party which comes to the other's notice, and of any claim by any third party coming to its notice.

12. ASSIGNMENT

12.1 The Sponsor shall not assign or attempt to assign in whole or in part the benefit of this Agreement without the prior written consent of the Club.

12.2 The Club may assign in whole or in part the benefit and/or burden of this Agreement, which shall ensure to the benefit of the successors in title and assigns of the Club.

13. ANNOUNCEMENTS AND CONFIDENTIALITY

13.1 No announcement shall be made by either party in relation to this Agreement without the prior written consent of the other and neither party shall, without the prior written consent of the other (save as required by law), disclose to any third party any information concerning the terms or subject matter of this Agreement after the date of this Agreement.

14. POINTS OF CONTACT

14.1 The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be:

(A) Club: Steven Brown, Head of Commercial

(B) Sponsor: the contact detailed in the Particulars

14.2 The Sponsor acknowledges that it is not entitled to rely on any representation, authorisation or decision of the Club unless made by the principal point of contact (or his designated replacement) set out in clause 13.1

15. NOTICES

15.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier to each party required to receive the notice at its address as set out below:

(A) Club: Steven Brown at Oldham Athletic AFC, Boundary Park, Furthwood Road, Oldham, Greater Manchester, OL1 2PB

(B) Sponsor: the contact at the address detailed in the Particulars

Any notice shall be deemed to have been duly received:

(A) if delivered personally, when left at the address and for the contact referred to in this clause;

(B) if sent by pre-paid first class post or recorded delivery, at 9:00am on the second Business Day after posting;

(C) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

15.4 The provisions of this clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

16. GENERAL

16.1 No failure or delay by a party to exercise any right to remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.2 This Agreement constitutes the whole agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause 16 shall limit or exclude any liability for fraud.

16.3 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.4 Each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.

16.5 Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

16.6 If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

16.7 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Except in relation to clause 3, time shall not be of the essence in respect of any obligation under this Agreement.

16.9 A person who is not a party to this Agreement shall not have any rights or connection with it.

16.10 Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any party.

