

AGREEMENT

BETWEEN :-

Herefordshire and Worcestershire Chamber of Commerce (hereinafter known as "**The Chamber**") whose registered office is at Severn House, Prescott Drive, Warndon Business Park, Worcester. WR4 9NE, and

Cargill Protein Europe UK (hereinafter known as "**The Sponsor**")

Definition of the Client

Recitals

The Sponsor has agreed to provide sponsorship for The Chamber Business Awards to The Chamber upon the terms and conditions of this Agreement.

1. DURATION

- 1.1. This Agreement will be valid from when the contract is signed and shall continue, subject only to the provisions for earlier termination referred to in paragraph 5 below, and shall end when the event has finished in 2020.

2. SPONSOR STATUS

- 2.1. The Sponsor shall only be authorised to represent his engagement with The Chamber under this Agreement by means of this sponsorship and should not imply they are an employee, agent or supplier or involved with any other Chamber activities.
- 2.2. For the avoidance of doubt The Chamber will not be liable to The Sponsor in respect of any loss liability or damage incurred or suffered by The Sponsor by reason of any claim made or proceedings instituted against the Sponsor by any individual firm or company in relation to their association with The Chamber by means of this sponsorship.
- 2.3. The marketing material must be provided by The Sponsor to The Chamber. The Chamber will not provide design or technical services in providing the marketing material.

3. PAYMENT ARRANGEMENTS

- 3.1. The agreed sum is £3,850.00 +VAT for the sponsorship. This fee is non-refundable by cancellation. Payment will be due upon signature of this agreement in December 2019 as this is when promotion for the forthcoming events begins.

4. CONFIDENTIALITY AND COPYRIGHT

- 4.1. The Sponsor shall keep confidential any information, including details of contract negotiation and pricing structures agreed with The Chamber, and this obligation of confidentiality shall continue to apply after the Sponsor's engagement with The Chamber under this Agreement has terminated.

5. TERMINATION

- 5.1. The Chamber reserves the right to terminate this agreement should the sponsor directly or indirectly carry out an activity which may reasonably be considered as bringing or likely to bring the Chamber into disrepute. No reimbursement will be granted for any period of sponsorship not taken.

6. GENERAL

- 6.1. The terms of this Agreement may only be varied by agreement in writing between persons duly authorised by the parties to this Agreement.
- 6.2. This Agreement represents the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes any prior agreements whether written or oral between the parties.

- 6.3. In this Agreement the masculine gender includes the feminine and neuter genders and the singular includes the plural and vice versa.
- 6.4. If at any time any question dispute or difference shall arise between the parties to this Agreement either party may give the other notice in writing requesting it to be referred to the arbitration of a person to be appointed by the President for the Chartered Institute of Arbitrators for the time being at the request of either party. The request shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 and the decision of the arbitrator shall be final and costs shall be in his award.
- 6.5. This Agreement shall be governed by English law.

7. SUPPLY

- 7.1 In consideration for the sum payable at 3.1, the Sponsor will receive the following:

Please see appendix 1

IN WITNESS of which the parties have signed this Agreement as their Deed the day and year first before written

SIGNED by []

on behalf of Herefordshire and Worcestershire Chamber of Commerce

in the presence of: []

Date []

SIGNED by [ C. Bennett.]

on behalf of the SPONSOR

in the presence of: [ P. SAUNDERS]

Date [7/11/19]