

## **2023 London Landmarks Half Marathon Charity Partner Terms and Conditions**

### **Definitions**

**Adjusted Event:** an Event delivered in such a way as LLHM deems prudent and necessary, in response to Contagious Disease Control Requirements and/or in response to a Contagious Disease and/or in response to a Public Concern;

**“Agreement”** means this agreement and any schedules to it;

**“Charity Console”** means the system, as notified by LLHM to the Charity Partners, for registering Runners in the Event;

**“Charity Partner”** means the charity allocated Charity Places in the Event that has signed the Agreement;

**“Charity Partner Mark”** means the Charity Partner’s logo and/or trade mark, as notified by the Charity Partner to LLHM;

**“Charity Place”** means a guaranteed starting place in the Event purchased by a Charity Partner for its Runner from LLHM;

**COVID-19:** the global coronavirus disease which as of the time the parties signed this Agreement has been officially designated a global pandemic by the World Health Organisation, which is commonly known as COVID-19 and which is caused by the virus named the severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2).

**Contagious Disease:** any actual or anticipated disease (whether currently known or not, or whether foreseeable or not) which is contagious between people;

**Contagious Disease Control Requirements:** rules and regulations provided by the UK government and/or local government that are applicable to mass participation event organisers to minimise the transmission of, and protect individuals from, any contagious diseases (whether foreseeable or not) including COVID-19 or any other public health concern (such as, but not limited to, actual or potential outbreaks of disease, epidemics or pandemics).

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

**“Event”** the London Landmarks Half Marathon event, a mass participation half marathon through central London organised by LLHM, which is intended to be next held on 2<sup>nd</sup> April 2023;

**“Event Insurance”** the cancellation insurance taken out by LLHM to cover unavoidable cancellation, abandonment, disruption or rescheduling of the Event for specific reasons beyond LLHM’s control;

**“Event Management Company”** means Nova Marketing Limited;

**“Event Mark”** means the Event trade mark, as set out at Schedule 1;

**“Fee”** means the sum of £140 for each Charity Place allocated to the Charity Partner pursuant to clauses 4.1 and 4.2;

**“Force Majeure Event”** means any event beyond the reasonable control of LLHM that hinders, prevents or delays the provision of the Event, including without limitation: royal demise; national mourning; war; fire;

explosion; natural disaster; flood; act or threats of terrorism; epidemic or pandemic; travel warning; strike; act of God; civil or political unrest; decision or order of any licensing or other public authority; failure of power; unavailability of all or part of the route at the Event; or adverse weather conditions;

**"Intellectual Property Rights"** means 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, rights in designs, domain names and all other proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction;

**"LLHM"** means LLHM Limited incorporated and registered in England and Wales with company number 10584979, whose registered office is at Nicholas House, 3 Laurence Pountney Hill, London, EC4R0BB;

**"Personal Data"** has the meaning given to it in the Data Protection Legislation;

**"Public Concern"** means any public concern which may or will affect an Event (such as, but not limited to, protests, demonstrations, riots and national mourning);

**"Runner"** means a person nominated by the Charity Partner to take a Charity Place and take part in the Event;

**"Runner Terms and Conditions"** means the terms and conditions on the Charity Console that a Runner must agree to in order to take part in the Event;

**"Shared Personal Data"** means any and all personal data (as defined under the Data Protection Legislation) which is shared between the parties in relation to this Agreement which shall include (but not be limited to) personal data placed on the Charity Console, such data to include the Runner's: name, email address, postal address, date of birth and gender;

**"Stakeholder Approval"** means any consent, licence or authorisation required to stage the Event from, including without limitation, any local authority, council, statutory body, emergency service, Transport for London or any other third party conferred such authority;

**"Tommy's"** means the registered charity Tommy's (charity number 1060508 and SC039280), registered address Nicholas House, 3 Laurence Pountney Hill, London, EC4R0BB.

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

#### Charity Partner's Obligations

1.1 The Charity Partner agrees that:

- a) No refunds will be given to the Charity Partner if it is unable to fill any or all of the Charity Places, allocated to it by LLHM, by the date the Charity Console closes;
- b) Charity Places that are not filled by the Charity Partner cannot be rolled over or deferred to any future Event;
- c) Charity Places shall only be granted to and used by a person who is 17 years or older on the date of the Event;
- d) Charity Places shall only be offered to persons who confirm they are able to complete the course within 4 hours;
- e) Once allocated to a Runner, Charity Places are personal to the Runner. Charity Places can be substituted to a different Runner up until the date the Charity Console closes. After this date no further substitutions will be allowed;
- f) It shall provide LLHM with the name and contact details of a single contact person at the

Charity Partner and shall update LLHM if such person changes, providing an alternative contact at the Charity Partner without delay;

- g) It shall:
- i. Promptly supply LLHM with all reasonable information required by LLHM in respect of the Charity Partner's cheer station, including without limitation any music, equipment, vehicles, signage, generators, staging, costumes, personnel and/or food or drink requested to form part of the cheer station; and
  - ii. Comply with the reasonable instructions, security and health and safety provisions issued by LLHM, the Event Management Company or their authorised representatives relating to the Charity Partner's participation in the Event, to ensure LLHM can safely and securely deliver the Event.
- h) It shall not knowingly do or suffer to be done any act or thing that will in any way harm, bring into disrepute or adversely affect the name or reputation of LLHM, Tommy's or the Event;
- i) It warrants that it is a registered charity and complies with all relevant regulations and legislation relating to charities;
- j) All proceeds received by the Charity Partner from its Runners will be applied to its charitable purposes.

#### LLHM Obligations

##### 2.1 LLHM shall:

- a) Use reasonable endeavours to stage the Event, and where the Event is staged to use the appropriate degree of care and skill in accordance with good industry practice in the relevant trade and profession;
- b) Observe all health and safety rules and requirements and other security requirements that apply to the Event;
- c) Obtain all required licences and permits;
- d) Carry out and complete all required risk assessments for the Event;
- e) Maintain public liability insurance to the level required by Westminster Council and the City of London. For the avoidance of doubt at the commencement date of this Agreement the required level of public liability insurance was £10 million.
- f) Maintain such event cancellation insurance as it deems prudent.

#### Event Change or Cancellation

3.1 LLHM may elect to postpone, change the time, date, venue, route or format of the Event or cancel the Event, in whole or in part, at its sole discretion.

3.2 The parties acknowledge and agree that LLHM may be required to deliver an Adjusted Event instead of the Event. An Adjusted Event may involve changes to the time, location, route, and format of the originally envisaged Event, although LLHM will use reasonable endeavours to ensure that an Adjusted Event remains as similar to the originally envisaged Event as is reasonably practicable. In such circumstances, LLHM shall inform the Charity Partner of any changes to the Event and their participation in the Event that are required by LLHM in order to deliver an Adjusted Event.

3.3 Subject to clauses 3.4, 3.5 and 12.2, LLHM shall not be liable for any refund of the Fee, requirement to offer Charity Places at a postponed or cancelled Event, or any expenses, losses or damages directly or indirectly incurred by the Charity Partner as a result of any changes to the time, date, venue, route or format of the Event, or any postponement or cancellation of the Event.

3.4 Where the Event, or a postponed Event, is cancelled, such cancellation to be decided in LLHM's sole discretion, LLHM shall only refund all or part of the Fee if:

- (a) the Event Insurance covers the refund of the Fee to the Charity Partner; and
- (b) LLHM is able to recover, and has recovered, the Fee under the Event Insurance.

Where LLHM has recovered limited amounts under the Event Insurance directly in relation to the Fees, the Charity Partner shall receive a pro-rata partial refund of such an amount as determined by LLHM acting reasonably and in good faith.

3.5 Subject to clause 3.2, where the Event is postponed, or where a postponed Event is further postponed, such postponement to be decided in LLHM's sole discretion, LLHM shall offer as a minimum the same number of Charity Places that the Charity Partner has filled at the date the Charity Console closed at the postponed Event free of charge.

3.6 The Charity Partner acknowledges and agrees that LLHM cannot refund the Fee or offer Charity Places free of charge at a future event under any other circumstances.

#### Payment

- 4.1 LLHM shall invoice the Charity Partner for the Fee.
- 4.2 The Charity Partner shall pay the Fee to LLHM in full and cleared funds within 21 days of the invoice being delivered to the bank account nominated in writing by LLHM.
- 4.3 All payments under this Agreement shall be made without any deductions, set-off or withholdings.
- 4.4 All amounts expressed in this Agreement are exclusive 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.
- 4.5 If the Charity Partner fails to pay the Fee to LLHM on the due date, the Charity Partner shall pay to LLHM, 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 (but at 3% (three per cent) a year for any period when the base rate is below 0%), such interest to accrue each day from when the overdue sum became due, until it is paid.
- 4.6 The Charity Partner may not advertise nor offer to the public any Charity Place and may not access the Charity Console if:
  - a) any monies in respect of such the Fee remain due and unpaid; or
  - b) LLHM has not received a signed copy of this Agreement.

#### Runner Participation

- 5.1 Subject to payment of the Fee and the receipt by LLHM of a signed copy of this Agreement, LLHM shall supply the Charity Places allocated to the Charity Partner and grant the Charity Partner access to the Charity Console.
- 5.2 The Charity Partner shall register all Runners through the Charity Console in accordance with the instructions issued by LLHM. Runners not registered in accordance with these instructions will not be able to participate in the Event.
- 5.3 LLHM reserves the right, in its absolute discretion, to refuse admittance to the Event to any Runner who LLHM deems is in breach of the Runner Terms and Conditions and any other instructions issued by LLHM, the Event Management Company or its authorised representatives to the Runner without any liability whatsoever to the Charity Partner.

#### Intellectual Property Rights

- 6.1 LLHM ("Licensor") grants the Charity Partner ("Licensee") a non-exclusive, non-transferable, royalty-free licence for the Term to use the Event Mark for the purposes of fulfilling the Charity Partner's rights and obligations under this Agreement.
- 6.2 The Charity Partner ("Licensor") grants LLHM ("Licensee") a non-exclusive, non-transferable, royalty-free licence for the Term to use the Charity Partner's Mark on the LLHM website.
- 6.3 The Licensee shall only use the Licensor's Intellectual Property Rights in accordance with:
  - a) any pre-approved generic design, which in the case of the Event Mark is as set out at Schedule 1, and in the case of the Charity Partner Mark shall be as provided by the Charity Partner for use on the LLHM website; and
  - b) any Brand Guidelines notified to it from time to time.
- 6.4 The Licensor represents and warrants that it is the owner or licensee of the Event Mark or Charity Partner Mark as appropriate.
- 6.5 The Licensee shall not, nor directly or indirectly assist any other person to, do or omit to do anything to diminish the rights of the Licensor in their Intellectual Property Rights.
- 6.6 The Licensee shall not use, apply to register or register names, marks, symbols, drawings, logos,

designations or names which are confusingly similar to the Licensor's Intellectual Property Rights, for any purpose.

- 6.7 The Licensee shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Licensor's Intellectual Property Rights or the reputation or goodwill associated with Licensor's Intellectual Property Rights or which may invalidate or jeopardise any registration of the Licensor's Intellectual Property rights.
- 6.8 If the Licensee becomes aware of any threatened or actual unauthorised use of the Licensor's Intellectual Property Rights, the Licensee shall immediately notify the same to the Licensor in writing, setting out the facts in reasonable detail. The Licensee shall at the Licensor's request give all reasonable co-operation to the Licensor (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the Licensor's Intellectual Property Rights and the Licensor shall be responsible for the Licensee's reasonable costs in connection with this co-operation.

#### Event

- 7.1 Subject to any Contagious Disease Control Requirements notified to the Charity Partner by LLHM and/or any other requirements of LLHM in response to a Contagious Disease and/or any Public Concern, the Charity Partner shall, at its own cost, set-up, operate and oversee one themed cheer point, of approximately 2-5 meters wide, along the route at the Event. The cheer point must remain in position until the last runner has passed by.
- 7.2 The Charity Partner shall not, and shall ensure that its employees and agents shall not, in any interviews or communications about the Event do or say anything that may:
- (a) be obscene, immoral, harmful or offensive according to generally acceptable standards;
  - (b) encourage or incite the commission of a crime or public disorder;
  - (c) endanger public safety; or
  - (d) encourage, in whatever manner, behaviour that 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.

#### Post-Event

- 8.1 LLHM shall provide the Charity Partner with an event and fundraising form one month after the Event.
- 8.2 Within thirty days of receipt, unless otherwise specified by LLHM, the Charity Partner shall complete and return the form to LLHM.

#### Transfer

- 9.1 The Charity Partner may transfer Charity Places to another Charity Partner with LLHM's prior approval until the closure of the Charity Console. For the avoidance of doubt any financial transactions involved in the transfer of places shall be arranged between the respective Charity Partners without LLHM's involvement.

#### Data Protection

- 10.1 In this clause 10, the terms "**controller**", "**processor**", "**processing**", "**personal data breach**" and "**data subject**" shall have the meanings given to them in the Data Protection Legislation.
- 10.2 The parties agree that, with respect to the Shared Personal Data, LLHM and the Charity Partner are each controllers.
- 10.3 Both parties will comply at all times with the Data Protection Legislation when processing Shared Personal Data and take all measures required of controllers which will include, but not be limited to:
- a) where applicable, promptly informing the regulator or data subjects of a personal data breach;
  - b) ensuring that appropriate technical and organisational measures are in place to protect against any personal data breach;
  - c) providing the data subject with required information;
  - d) complying with any valid rights requests from data subjects regarding the use and storage of its personal data; and
  - e) only processing personal data where the party has a valid legal basis to do so.
- 10.4 When both parties are controllers of personal data collected and processed under this Agreement:
- (a) where any data subject exercises any rights regarding their personal data, each of the parties agree to promptly notify the other party to the extent that any action is required of, or information is required from, the other party for the fulfilment of such right(s);

(b) each party shall provide reasonable cooperation and assistance to the other party to enable it to fulfil its respective obligations under the Data Protection Legislation including (but not limited to):

- i. for the fulfilment of the other party's obligation to respond to requests for exercising the data subject's rights laid down in Part III (Rights of the Data Subject) of the UK GDPR; and
- ii. for the investigation of any personal data breach and the fulfilment of any related notification obligations under the Data Protection Legislation; and

10.5 On written request, each party shall provide (and, if it is updated, shall continue to provide throughout the term of the Agreement) the other party with the party's privacy policy so that the other party may provide said policy to data subjects on request.

10.6 The Charity Partner shall reimburse LLHM in full and hold it harmless on demand from and against any claims, actions, proceedings, losses, damages, liabilities, fines, costs and expenses (including all interest, penalties and legal costs and all reasonable professional fees) suffered or incurred by LLHM or for which LLHM may become liable arising out of or in connection with any breach of this clause 10 by the Charity Partner.

10.6 The provisions of this clause 10 shall apply during the term of this Agreement and indefinitely following its termination.

#### Term and Termination

11.1 Unless otherwise agreed in writing between the parties, this Agreement shall commence upon signature of this Agreement and shall continue until 30<sup>th</sup> June 2023, unless the Event is postponed in which case the term of the Agreement shall continue until three months after the date of the postponed Event.

11.2 Without affecting any other of its rights or remedies, LLHM shall have the absolute right to immediately terminate this Agreement and any and all Charity Places allocated to the Charity Partner shall be removed with immediate effect by giving written notice if:

- (a) the Charity Partner fails to pay the Fee on the due date of payment and remains in default no less than thirty (30) days after being notified in writing to pay the Fee;
- (b) any investigation or proceedings are instituted against the Charity Partner by the Charity Commission or any other body with similar remit or pursuant to charity legislation;
- (c) any Stakeholder Approval for the Event to take place is either not obtained or is not obtained in sufficient time to allow the Event to take place as scheduled;
- (d) any Stakeholder Approval is revoked or modified such that in LLHM's opinion the Event is no longer able to take place or in LLHM's opinion it is no longer feasible for the Event to take place;
- (e) any new Stakeholder Approval is required and, in LLHM's opinion, cannot be obtained, makes the Event not financially viable, requires significant financial investment or cannot be obtained without postponing the Event; or
- (f) it becomes aware of a Force Majeure Event or if a Force Majeure Event continues for a period of two (2) weeks or more;
- (g) LLHM decides (in its discretion and for any reason) to cancel the Event (or, where the Event has already been postponed, if LLHM decides to cancel the postponed Event), in whole or in part.

11.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other, and where LLHM is giving notice all Charity Places allocated to the Charity Partner shall be removed with immediate effect, if the other party shall:

- (a) be in material breach of this Agreement and they fail to remedy such breach within thirty (30) days' notice;

- (b) Do or omit to do anything that seriously damages the terminating party's reputation;
- (c) be unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
- (d) be subject to an issue of an application for an administration order;
- (e) have a resolution or order to be wound up, dissolved, put into administration or reorganisation;
- (f) have a declaration of a moratorium in relation to any of its indebtedness;
- (g) have any arrangement with any of its creditors; or
- (h) have appointed a liquidator, receiver, administrator or similar officer in respect of its assets.

11.4 On termination or expiry of this Agreement the Charity Partner shall immediately:

- (a) stop use of the Event Mark;
- (b) stop offering its Charity Places to the public; and
- (c) if terminated in accordance with clauses 11.2(d)-(h) share with its Runners any communication provided to it by LLHM regarding the Event and the cancellation of the Agreement.

11.5 On termination of this Agreement LLHM shall immediately stop use of the Charity Partner Mark.

11.6 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

#### Liability

12.1 Subject to clause 12.2, LLHM's and the Charity Partner's total liability arising under or in connection with this Agreement shall be limited to the Fee actually received by LLHM and paid by the Charity Partner, in cleared funds, at the date such action and/or claim arises.

12.2 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable Law.

#### Assignment

13.1 LLHM may at any time assign, novate and/or license this Agreement and the rights acquired under it to any other person without the consent of the Charity Partner.

13.2 LLHM may sub-contract any of its obligations under this Agreement without the consent of the Charity Partner.

13.3 This Agreement is personal to the Charity Partner and the Charity Partner shall not assign or sub-contract its rights and obligations under this Agreement without the written consent of LLHM.

#### Variation

14.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties. A reference to writing or written includes email but not fax.

#### Governing Law and Jurisdiction

14.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England.

14.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

Schedule 1

Event Mark





Signed by Lia Fyles for and on  
behalf of LLHM Limited



.....  
Director

Signed by  
for and on behalf of

.....  
Director

Date: