CHARITY PARTNERSHIP AGREEMENT
ELM/SAPLING PARTNER
TERMS AND CONDITIONS

1 Agreement and Definitions

1.1 This Agreement comprises the completed Online Registration Form, these terms and conditions and Annex 1 (Data Protection) and Annex 2 (Oysho Royal Parks Half Mark). In the event of any inconsistency between the different parts of this Agreement the following order of precedence shall apply: the Online Registration Form, these terms and conditions, and the Annexes.

1.2 In this Agreement, unless the context otherwise requires capitalised words and phrases shall have the meanings given to them in the Online Registration Form or as set out below:

Admin Fee	the admin fee payable with respect to each Runner, as set out in the Online Registration Form;
Application	an application of a prospective Charity Partner to be granted the Rights, made by submitting an Online Registration Form;
Brand Guidelines	means the Royal Parks brand guidelines in relation to the use of the Oysho Royal Parks Half Mark and any Designations, accessible at www.royalparkshalf.com/brand-guidelines and as may be updated by the Royal Parks from time to time;
Charity Partner	means the charity named in the Online Registration Form;
Charity Partner's Mark	means the Charity Partner's logo submitted by the Charity Partner in the Online Registration Form;
Commencement Date	means the date on which the Royal Parks confirms its acceptance of the Application in accordance with clause 2.1 of these terms and conditions;
Data Protection Law	means all applicable laws relating to data protection, the processing of personal data privacy and/or electronic communications in force and as amended from time to time including: a) the UK GDPR (as defined in the Data Protection Act 2018) and the Data Protection Act 2018; b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; c) EC Directive 2002/58/EC on Privacy and Electronic Communications; d) EC Regulation 2016/679 (the "**GDPR**") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; e) all local laws or regulations implementing or supplementing the legislation mentioned in (a)-(d) above; f) all codes of practice and guidance issued by national supervisory authorities, regulators or institutions of competent jurisdictions relating to the laws, regulations and legislation mentioned in (a)–(e) above;
Designation	means: - where the Charity Partner is an "Elm Partner" of the Event, the designation "Official Elm Principal Charity of the Oysho Royal Parks Half Marathon"; or - where the Charity Partner is a "Sapling Partner" of the Event, the designation "Official Sapling Principal Charity of the Oysho Royal Parks Half Marathon";
Elm Rights	means: - the right for the Charity Partner's Mark to be displayed on the Website; - the right for a weblink to the Charity Partner's website URL to be contained on the Website; - the non-exclusive right to use the Oysho Royal Parks Half Mark in Materials; and

	- the non-exclusive right to use the Designation in Materials;
Event	means the 2027 Oysho Royal Parks Half Marathon scheduled to take place on 10th October 2027;
Fees	means together: - the total fees payable by the Charity Partner as set out in the Online Registration Form, calculated by reference to the number of Race Places purchased by the Charity Partner (including the total Admin Fees, if the Charity Partner elects to pay the Admin Fees on behalf of the Runners) ("**Participation Fee**");
Force Majeure	means fire, flood, unavoidable accident, break down of equipment, strike, failure or shortage of power supplies, satellite or other communications links or technical failure, epidemic, pandemic (including COVID-19), natural disaster, riot, act(s) of God, adverse weather or climate conditions, royal demise, any statute rule regulation or the act of any government or any other legally constituted authority, any cause or event arising out of or attributable to war, civil commotion or armed conflict or terrorist activity, or any other cause or event outside the reasonable control of the party affected;
Half Marathon Console	means the online platform used by the Royal Parks to record and process information relating to the Runners and by the Charity Partner to distribute Race Places to third parties;
IPR	means all copyright, neighbouring rights and other intellectual property rights in whatever media whether or not registered including (without limitation), database and compilation rights, patents, trade marks, service marks, trade names, goodwill, registered designs, all other industrial commercial or proprietary rights and any applications for the protection or registration of those rights and all renewals, revivals and extensions existing in any jurisdiction;
Marketing Activities	means any marketing activity carried out by the Charity Partner relating to the Event including PR and advertising in all forms, including online, digital and social media activities, which involves the use or exploitation of the Oysho Royal Parks Half Mark and any other activities to associate the Charity Partner with the Event;
Materials	means all materials created by or on behalf of the Charity Partner in connection with the Marketing Activities or under this Agreement including without limitation (and where permitted) any photographs, banners, signs, posters, displays, advertisements, press releases, social media posts, website content, stands (and "**Material**" means any one of them);
Sapling Rights	means: - the right for the Charity Partner's Mark to be displayed on the Website; - the right for a weblink to the Charity Partner's website URL to be contained on the Website; - the non-exclusive right to use the Oysho Royal Parks Half Mark in Materials; and - the non-exclusive right to use the Designation in Materials;
Online Registration Form	means the online registration form through which an Application is made;
Other Partners	means any other charity partners, sponsors, official suppliers or similar commercial partners of the Royal Parks, as appointed by or on behalf of the Royal Parks from time to time;

Parks	means Hyde Park, The Green Park, St James's Park and Kensington Gardens in London;
Participation Agreement	means an agreement to be entered into between each Runner and the Royal Parks on terms determined by Royal Parks and that regulates Runner's entry and participation in the Event;
Race Numbers	means the numbered bibs to be supplied to the Runners by the Royal Parks in connection with the Event;
Race Places	means the number of race places selected by the Charity Partner in the Online Registration Form;
Rights	means, subject to the terms of this Agreement: - the Elm Rights where the Charity Partner is an "Elm Partner" of the Event; or - the Sapling Rights where the Charity Partner is a "Sapling Partner" of the Event, or as may otherwise be agreed in writing by the parties from time to time;
Runners	means runners to which the Charity Partner sells/allocates Race Places;
Royal Parks	means The Royal Parks Limited, a registered charity with company number 10016100 and charity number 1172042 of The Old Police House, Hyde Park, London, W2 2UH United Kingdom and referred to in the Online Registration Form as "**we**" and "**us**";
Royal Parks IPR	means all IPR owned by or licensed by the Royal Parks, including without limitation the rights in the Oysho Royal Parks Half Mark and the Designation;
Oysho Royal Parks Half Mark	means the logo as set out in Annex 2 as may be updated from time to time;
Term	means, subject to earlier termination of this Agreement in accordance with its terms, the period commencing on the Commencement Date and terminating on the Termination Date;
Termination Date	means the date that falls 14 days after the date of the Event (or, if earlier, the date that the Agreement is terminated in accordance with clause 14);
Territory	means the United Kingdom;
VAT	means any value added tax or other relevant sales tax or goods and services tax;
Website	The Royal Parks' official website (being www.royalparkshalf.com as at the Commencement Date)

1.3 Unless the context otherwise requires: words importing the singular include the plural and vice versa; a reference to the Agreement is a reference to the Agreement and any variation or replacement of any of it; references to persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns; a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them; and references to "include", "including" and "in particular", shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect of limiting the generality of any foregoing words.

2 Acceptance of Application

2.1 The Royal Parks will communicate acceptance of an Application by notifying the Charity Partner via e-mail (to the e-mail address of the Charity Partner's Primary Contact as set out in the Online Registration Form) at which point this Agreement will come into effect between the Royal Parks and the Charity Partner.

3 Grant of Rights

3.1 In consideration of the payment by the Charity Partner of the Fees, the Royal Parks will:

(a) grant the Charity Partner the Rights during the Term for the purpose of associating the Charity Partner with the Event; and

(b) allocate the Charity Partner the Race Places,

each on the terms and conditions set out in this Agreement.

3.2 The Rights granted to the Charity Partner under this Agreement are on a non-exclusive basis and nothing in this Agreement shall prevent the Royal Parks from granting any rights (including similar or equivalent rights to the Rights) to Other Partners.

3.3 The Charity Partner acknowledges and agrees that the Race Places shall not be released to the Charity Partner until such date that is notified by the Royal Parks to the Charity Partner (which date shall be reasonably in advance of the Event) and following receipt of full payment of the Participation Fee.

3.4 The Charity Partner must exercise the Rights and any opportunities granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of the Royal Parks and the Oysho Royal Parks Half Mark.

3.5 Unless otherwise set out in this Agreement, all Rights shall be exercised at the Charity Partner's cost.

4 **Payment**

4.1 Clauses 4.2 to 4.6 apply:

(a) where the Charity Partner elects to pay the Fees by invoice on the Online Registration Form;

4.2 The Charity Partner shall pay the Royal Parks the Fees within the period of thirty (30) days following the date of an invoice from the Royal Parks ("**Payment Date**").

4.3 Unless instructed otherwise, the Charity Partner shall make payment of the Fees by bank transfer to the following bank account:

Recipient: The Royal Parks
Address: National Westminster Bank plc, 1 Portman Square, Marylebone, London, W1H 6DG
Account number: 83410554
Sort code: 60-16-39

4.4 The Fees are exclusive of any VAT, which shall be payable in addition by the Charity Partner on receipt of a valid VAT invoice.

4.5 The Charity Partner shall have no right of set-off or to make any withholding from any sums due.

4.6 If any payment made under this Agreement is late, the Royal Parks shall be entitled to, at its discretion, charge interest on any overdue amount at a rate of 3% above the base rate of the National Westminster Bank plc. Interest will be charged daily from the date payment is due to the date of payment (inclusive).

4.7 For the avoidance of doubt, the Royal Parks shall not be obliged to refund the Fees in whole or in part in circumstances where the Charity Partner no longer requires the full allocation of Race Places made available to it.

5 **Charity Partner's Obligations**

5.1 The Charity Partner warrants and undertakes that it shall:

(a) in exercising the Rights granted under this Agreement, comply at all times with:
(i) applicable law, including by ensuring that the Materials and Marketing Activities comply with all applicable laws, rules, regulations and relevant codes of practice, and with any conditions of approval granted by the Royal Parks; and
(ii) the Brand Guidelines and any reasonable instructions given to the Charity Partner by an authorised representative of the Royal Parks;

(b) not make any announcement in connection with this Agreement without the prior written consent of the Royal Parks;

(c) comply with all rules and regulations relating to the Event;

(d) not make any defamatory or derogatory statements about the Royal Parks or the Event;

(e) not engage in any conduct which in the reasonable opinion of the Royal Parks is likely to harm or bring into disrepute the name goodwill, reputation or image of the Royal Parks, the Event or the Charity Partner;

(f) not knowingly do anything which conflicts with the rights granted to any other sponsor or official supplier of the Royal Parks, including but not limited to those rights granted to Other Partners;

(g) co-operate with and comply with all reasonable requests of the Royal Parks at all times during the Term and promptly notify the Royal Parks of any factor which could or does impact upon the Charity Partner's ability to perform the Charity Partner's obligations under this Agreement; and

(h) not, at or in relation to the Event, or otherwise when exercising the Rights:
(i) make any political statements;
(ii) do or say anything that may be immoral or harmful according to generally accepted societal standards;
(iii) endanger public safety;
(iv) encourage, in whatever manner, behaviour which 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; or
(v) advertise or promote the goods or services, name or brand of any third party. For the avoidance of doubt, this clause does not prevent the Charity Partner from providing its runners with offers, discounts or benefits from its third party partners, provided that such offers, discounts or benefits are not advertised or promoted as being connected with, endorsed by, or forming part of the Event, and as expressly agreed by the Royal Parks.

5.2 The Charity Partner shall not engage in any joint marketing or promotion with any third party that makes use of or references any Royal Parks IPR or otherwise (directly or indirectly) suggests an association with the Royal Parks.

5.3 The Charity Partner shall comply with, and ensure that its personnel comply with, all applicable requirements of The Terrorism (Protection of Premises) Act 2025 ("**Martyn's Law**") and any related guidance, codes of practice or regulatory requirements, including response plans regarding invacuation, evacuation, lockdown and communications aligned to the Charity Partner's own Event-specific terrorism risk assessment. The Charity Partner shall fully co-operate with the Royal Parks and provide all necessary assistance and information as requested by the Royal Parks promptly to enable the Royal Parks to ensure the Charity Partner's compliance with this clause and to enable the Royal Parks to evidence any of its own obligations under Martyn's Law.

5.4 The Charity Partner shall ensure where applicable that its safeguarding policy and procedures for children, young people and adults at risk comply with all relevant regulations and follow Government safeguarding guidelines as amended from time to time. On request from the Royal Parks, the Charity Partner will confirm that its policy and procedures are up to date and compliant.

5.5 The Charity Partner shall inform the Royal Parks as soon as practicable after becoming aware of any criminal proceedings being brought against any Charity Partner staff and/or representative attending the Event in pursuance of carrying out the Rights hereto hereunder or any such person becoming the subject of a police investigation.

5.6 The Royal Parks shall reserve the right to escalate any safeguarding concern which relates to any Charity Partner staff and/or representative attending the Event in accordance with the Royal Parks' own safeguarding procedures and policies and may make referral to external bodies such as local authorities or the police, if appropriate.

6 Approval process

6.1 Subject to clause 6.3, the Charity Partner shall not, where such activity or materials involves the use or exploitation of the Oysho Royal Parks Half Mark:

(a) publish or use any Materials; and/or
(b) commence any Marketing Activity;

in each case, until it has received approval in writing from the Royal Parks (such approval not to be unreasonably conditioned or withheld), it being acknowledged that the Royal Parks' approval shall not relieve the Charity Partner from its other obligations set out in this Agreement.

6.2 All requests for approval in accordance with clause 6.1 above must be submitted to the Royal Parks via royalparkshalf@royalparks.org.uk no less than thirty (30) days prior to the intended use. The Royal Parks shall use reasonable endeavours to respond to the Charity Partner's submissions for approval within fifteen (15) days. The Charity Partner acknowledges that the Royal Parks may require amendments and resubmission of Materials or Marketing Activity proposals and while the Royal Parks will endeavour to respond to resubmission or approval requests more quickly with a view to meeting the intended use date, it will not be responsible for any delays in providing approval.

6.3 The Charity Partner shall not be obliged to submit for approval straight forward social media posts relating to the Event, and such other standard uses of the Oysho Royal Parks Half Mark as are specified in writing as pre-approved by the Royal Parks, provided that the Brand Guidelines and any additional guidelines provided by the Royal Parks are followed ("**Pre-approved Materials**"). Upon request of the Royal Parks the Charity Partner shall promptly, and in accordance with any deadline set by the Royal Parks, delete, cease to use and remove from circulation (as applicable) any such Pre-approved Materials which it reasonably objects to.

6.4 The Royal Parks may impose deadlines for the submission of advertising and other materials which the Charity Partner requires in order to deliver the Rights and if the Charity Partner fails to meet such deadlines, it acknowledges that the Royal Parks may be unable to provide the relevant Rights to the Charity Partner.

7 Sale of Race Places and Runners

7.1 The Royal Parks agrees that the Charity Partner shall be entitled to allocate and resell the Race Places on such terms as it deems appropriate provided that in doing so they:

(a) comply with all applicable law, including the Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations 2008, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and other applicable consumer laws and regulations; and
(b) inform any third party to whom it allocates or resells Race Places that such allocation/sale grants the applicable Runner a right to participate in the Event, subject to each such Runner registering with the Royal Parks via the Half Marathon Console and entering into the Participation Agreement.

7.2 The Charity Partner represents, undertakes and warrants that:

(a) the Charity Partner is a registered charity and complies with all relevant regulations and legislation relating to charities; and
(b) all proceeds received by the Charity Partner from Runners will be applied to its charitable purposes.

7.3 The Charity Partner will use reasonable endeavours to procure that the Runners:
(a) comply with all rules and regulations relating to the Event;
(b) complete their runner profile on the Half Marathon Console by 17:00 on 01 September 2027 (or such other date to be notified by the Royal Parks to the Charity Partner);
(c) raise money for the charitable purposes of the Charity Partner;
(d) participate in the Event;
(e) wear a Race Number;
(f) do not cause damage to the Parks;
(g) not make or take any photographs, film or other recordings for commercial purposes at or during the Event;
(h) comply with the obligations set out in clause 5.1(h);
(i) are respectful to other Event participants, the Royal Parks staff and authorised representatives, volunteers and other park users, either in person or remotely; and
(j) follow the reasonable directions of the Royal Parks and its authorised representatives.

7.4 The Charity Partner shall provide any reasonable assistance to the Royal Parks regarding the enforcement by the Royal Parks of any Participation Agreement.

7.5 For the avoidance of doubt, the Royal Parks shall have no responsibility for any insurance, transport, subsistence, or accommodation arrangements or other costs relating to any Runners or any personnel (including volunteers if applicable) of the Charity Partner.

7.6 The Charity Partner shall not use, transfer or disclose any personal data relating to Runners other than as expressly set out in Annex 1.

7.7 If, in the reasonable opinion of the Royal Parks, any Runner fails to comply with the requirements of clause 7.3 above the Charity Partner agrees that the Runner may be refused access to the Event or removed from the Parks or other relevant venue.

7.8 The Charity Partner shall make good at its own expense any damage to the Parks (or other relevant venue) which is attributable to any act or omission by the Charity Partner (including the Charity Partner's staff) and/or any of the Runners (fair wear and tear excepted).

8 Environmental obligations

8.1 The Charity Partner will use reasonable endeavours to exercise its Rights, and will use reasonable endeavours to procure that its Runners participate in the Event, in a manner consistent with the Royal Parks' commitment to environmental sustainability and in accordance with any environmental or sustainability policies notified to the Charity Partner by the Royal Parks from time to time.

8.2 Without prejudice to the generality of the foregoing, the Charity Partner shall:
(a) not use or supply any single-use plastic bottles at or in connection with the Event and use reasonable endeavours to procure that none of its Runners, guests or volunteers shall use single-use plastic bottles at the Event;
(b) make knowledgeable and responsible choices in relation to environmental sustainability, including:
(i) not supplying products that contain palm oil at the Event;
(ii) separating different kinds of waste into the correct designated receptacles provided at the Event (and encouraging its Runners, guests and volunteers to do so);
(iii) choosing local and organic food and fairtrade items when making purchases for the Event;
(iv) promoting the reduction, re-use and recycling of products at the Event site;
(v) reducing or eliminating the use of single-use plastic products at the Event site, including charity cheer items, glitter, temporary tattoos, clappers, pom-poms, cable-ties, individual packets of snacks and sweets, utensils, rain ponchos, single-use bunting, flyers, balloons, and leaflets; and
(vi) only using environmentally friendly arts and crafts in connection with the Event.

8.3 The Charity Partner acknowledges the Royal Parks' goal of reducing carbon emissions associated with participant travel. In support of this, the Charity Partner shall take reasonable steps to promote domestic participation and will limit overseas allocations where possible. The Charity Partner is not responsible for enforcing specific allocation limits but will work in good faith to advance this sustainability objective.

9 Intellectual Property Rights

9.1 The Royal Parks grants a non-exclusive licence to the Charity Partner for nominal consideration (receipt of which is hereby acknowledged) to use the Oysho Royal Parks Half Mark and the Designation(s) in each case solely to enable the Charity Partner to exercise the Rights in accordance with this Agreement.

9.2 The Charity Partner acknowledges that, as between the Charity Partner and the Royal Parks, the Royal Parks is the owner or licensee of all rights, title and interest in and to the Royal Parks IPR and that any goodwill attaching to the Royal Parks IPR shall remain the sole property of the Royal Parks. Should any right, title or interest in or to the Royal Parks IPR or any goodwill arising out of the use of the Royal Parks IPR become vested in the Charity Partner (by the operation of law or

otherwise), the Charity Partner shall hold the same on trust for and shall, at the request of the Royal Parks immediately unconditionally assign free of charge, any such right, title, interest or goodwill to the Royal Parks for the full duration of such rights and execute any documents and do all acts required by the Royal Parks for the purpose of confirming such assignment.

9.3 The Charity Partner shall have no right to take action against any third party in relation to the unauthorised use by that third party of the Royal Parks IPR. The Charity Partner shall have no right or entitlement to any damages or costs recovered by the Royal Parks from any action against any third party for infringement of any of the Royal Parks IPR.

9.4 The Charity Partner hereby grants a non-exclusive, royalty free, sub-licensable, licence to the Royal Parks for nominal consideration (receipt of which is hereby acknowledged) to use the Charity Partner's Mark and the Materials:

(a) for the purpose of delivering the Rights; including but not limited to, use of the Charity Partner's Mark on the Royal Parks' websites and social media platforms related to the Event, which (as the Charity Partner acknowledges) shall, notwithstanding that the Territory set out in these Terms and Conditions, be accessible throughout the world; and

(b) as otherwise required or contemplated under this Agreement;

in each case throughout the Term, and thereafter in perpetuity in a historical context.

9.5 Without limiting clause 9.4, the Charity Partner acknowledges and agrees that, Other Partners shall be entitled to use (and the Royal Parks may sub-license the use of) the Charity Partner's Mark and any Materials which appear in any media captured at or in connection with the Event, in perpetuity, provided such use is always in connection with the Royal Parks.

9.6 The Charity Partner warrants that the use by the Royal Parks of the Charity Partner's Mark and the Materials, when used by the Royal Parks in accordance with this Agreement and to deliver the Rights, does not and will not infringe any third-party rights, including any IPR.

9.7 The Charity Partner shall:

(a) ensure that any use of the Royal Parks IPR shall include any copyright, trademark or other notices as the Royal Parks may reasonably require;

(b) if requested to do so by the Royal Parks, remove any Royal Parks IPR from any item which remains under its control (as soon as reasonably practicable) where the use thereof is (in the Royal Parks' reasonable opinion) not compliant with this Agreement;

(c) immediately notify the Royal Parks of any threatened or actual unauthorised use of the Royal Parks IPR and give the Royal Parks all reasonable co-operation in any action, claim or proceedings bought or threatened in respect of the Royal Parks IPR.

10 Data Protection

10.1 Each Party agrees to comply with its respective obligations set out in Annex 1 in respect of the Data Protection Laws.

11 Warranties

11.1 Each Party warrants and undertakes that:

(a) it has the authority to enter into this Agreement and to perform its obligations under this Agreement; and

(b) the person executing this Agreement for and on behalf of it is duly authorised to do so and has the unconditional capacity to execute and deliver this Agreement for and on behalf of the relevant party.

12 Confidentiality

12.1 Each Party warrants and undertakes that it shall respect and preserve the confidentiality of all information provided by the other Party that is, by its nature, confidential and/or which the disclosing party notifies to the other Party is confidential (whether or not contained in documents). All such documents and information will be kept confidential by the receiving party.

12.2 Neither Party shall:

(a) make any announcements relating to this Agreement or its existence, execution or its subject matter; or

(b) issue, publish or distribute any press release or other external publicity (in whatever media),

without the prior written approval of the other Party (such approval not to be unreasonably withheld, delayed or conditioned).

13 Indemnity and Limitations

13.1 The Charity Partner hereby indemnifies and holds the Royal Parks, its directors, executive members, officers, employees and agents harmless against all or any actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind arising by reason of or in connection with:

(a) any act or omission of the Charity Partner, Charity Partner staff, or Runners;

(b) any breach of this Agreement or any warranty by the Charity Partner or its authorised representatives howsoever caused;

save to the extent that such claims, actions, losses, damages, liabilities and expenses arise directly as a result of the Royal Parks' negligence or the negligence of the Royal Parks' authorised representatives.

13.2 Subject to clause 13.3, and provided that nothing in this clause 13.2 shall relieve the Charity Partner from paying the Fees, neither party shall be liable under this Agreement for (i) any loss of actual or

anticipated income or profits, or (ii) for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

13.3 Nothing in this Agreement excludes or limits either Party's liability:
(a) for death or personal injury to the extent that such death or personal injury arises as a result of the negligence, breach of statutory duty or any wilful act or omission of that Party or its authorised representatives;
(b) for fraudulent misrepresentation or a deliberate personal repudiatory breach of this Agreement by that Party; or
(c) for any other liability to the extent the same may not be excluded or limited as a matter of law.

13.4 This Agreement sets forth the full extent of the Royal Parks' obligations and liabilities in respect of the Race Places and the grant of the Rights. In particular, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on the Royal Parks except as specifically stated in this Agreement. Any condition, warranty, representation or other term concerning the performance of the Royal Parks' obligations hereunder which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is hereby excluded.

13.5 In the event of a breach by the Royal Parks of any of its obligations under this Agreement or under any law, the Charity Partner's rights and remedies shall be limited to the right (if any) to recover damages in an action at law and in no event shall the Charity Partner be entitled to injunct, enjoin or restrain the Royal Parks or the operation of any of the Event in any way.

13.6 Subject to clause 13.3, the maximum aggregate liability of the Royal Parks under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount of the Fees.

14 Termination

14.1 Either Party may terminate this Agreement immediately upon written notice to the other in the event of:
(a) any material breach of this Agreement by the other Party which breach is not remediable or, if remediable, is not remedied within fifteen (15) days after the service by the Party not in default of a written notice on the other Party, specifying the nature of the breach and requiring that the same be remedied; or
(b) the other Party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.

14.2 The Charity Partner shall be deemed to be in fundamental breach of this Agreement entitling the Royal Parks to terminate this Agreement with immediate effect by written notice to the Charity Partner, if:
(a) the Charity Partner makes any defamatory or derogatory statements or engages in any conduct which in the reasonable opinion of the Royal Parks is likely to harm or bring into disrepute the name, goodwill, reputation or image of the Royal Parks or the Event;
(b) any investigation or proceeding is instituted by the Charity Commission for England and Wales (or any other body with similar remit) in relation to the Charity Partner or pursuant to charity legislation;
(c) an event of Force Majeure continues for a period of four (4) weeks; or
(d) any sum due to the Royal Parks under this Agreement is not paid on the Payment Date and that sum remains unpaid within 14 days of a demand being sent to the Charity Partner requiring payment of the unpaid sum.

15 Consequences of Termination

15.1 Termination of this Agreement will be without prejudice to any existing rights or claims that either party may have against the other and, except as specifically set out in this Agreement, will not relieve either party from fulfilling any obligations accrued prior to termination.

15.2 Upon termination or expiry of this Agreement:
(a) the Rights and opportunities granted under this Agreement to the Charity Partner will cease with immediate effect. In particular:
(i) the Charity Partner shall immediately cease using the Designation and the Oysho Royal Parks Half Mark, and withdraw all Materials (in the Charity Partner's possession custody or control); and
(ii) the Charity Partner's rights to Race Places shall cease and the Royal Parks shall be entitled to sell or allocate such Race Places at its discretion;
(b) the Royal Parks shall not be required to cover up the Charity Partner's Mark or withdraw or cause to be withdrawn any Materials (and other materials) bearing the Charity Partner's Mark which were produced in accordance with this Agreement; and
(c) the provisions of this Agreement which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall

remain in full force and effect notwithstanding such termination.

15.3 Notwithstanding clause 15.2 in circumstances where the Charity Partner has allocated a Race Place to a Runner as at the date of termination or expiry of this Agreement and the relevant Runner has entered into Participation Agreement with respect to the Event, the Runner shall be entitled to take part in the Event and raise money on behalf of the Charity Partner, except that the Charity Partner shall not be able to re-allocate the relevant Race Place in circumstances where the Runner is no longer able to take part in the Event for any reason. For the avoidance of doubt, the Charity Partner's right to any Race Places that it has purchased but has not allocated shall cease in these in these circumstances.

16 Postponed, cancelled or changed Event

16.1 The Royal Parks may postpone the Event or change the route or location of the Event, in each case including as a result of an event of Force Majeure, at its sole discretion on written notice to the Charity Partner, and the Royal Parks shall deliver the relevant Rights, and the Race Places shall remain valid, at the postponed or changed Event.

16.2 Subject to clauses 13.2 and 13.3, the Royal Parks shall have no liability to the Charity Partner on account of any such postponement or change. For the avoidance of doubt, the Fee shall not be refundable by the Royal Parks in such circumstances.

16.3 If the Event is cancelled or postponed by more than twelve (12) months, including as a result of an event of Force Majeure but without prejudice to clause 17 below, the Royal Parks will discuss in good faith with the Charity Partner its options. Such options may include at the Royal Park's discretion, deferring the Charity Partner's Rights and Race Places to a future edition of the Event or a reduction in the Fee to reflect the value of (i) unsold or refunded Race Places; and (ii) the undelivered Rights.

17 Force Majeure

17.1 If an event of Force Majeure occurs which is outside the reasonable control of a Party, then the Party prevented from complying with its obligations under this Agreement by the Force Majeure event shall as soon as reasonably practical give written notice of the Force Majeure event to the other Party specifying the nature, cause and likely effect of the Force Majeure event.

17.2 The Party affected by the Force Majeure event shall, at the request of the other, take all reasonable steps to shorten and avoid the consequences of the Force Majeure event and provide such reasonable assistance as the other Party may request to remedy the consequences of the Force Majeure event.

17.3 The Royal Parks will not be deemed to be in breach of this Agreement and the Charity Partner shall not be entitled to any reduction in the Fees where such breach or failure to perform is as a result of a Force Majeure event.

17.4 Nothing in this clause 17 shall prevent or delay the Charity Partner from paying the Fees in accordance with this Agreement.

18 Notices

18.1 The parties agree that any notice or other communication under this Agreement given by:

(a) the Royal Parks shall be addressed to the Charity Partner's primary contact specified in the Online Registration Form ("**Primary Contact**") and given or delivered to the Charity Partner's address as set out in the Online Registration Form; and

(b) the Charity Partner shall be addressed to the Primary Contact and given or delivered to Primary Contact;

(or, in each case, such other contact person and/or address as advised in writing from time to time).

18.2 Any notice given pursuant to clause 18.1 is treated as having been given and received:

(a) if delivered by hand (including by courier), on the day of delivery if such day is a business day, otherwise on the next business day; or

(b) if sent by registered, first-class mail or equivalent, on the second business day after posting; or

(c) if sent by registered airmail or equivalent on the date of receipt.

Notices may not be given by email or fax but, for the avoidance of doubt, any request for approval may be submitted and replied to by email.

19 Insurance and Consents

19.1 Each Party shall (at their own expense) maintain at all times prior to and for a period of three (3) calendar years following the expiry or early termination of the Term appropriate insurance as is reasonably required to cover its potential liabilities under this Agreement.

19.2 The Charity Partner will be responsible for obtaining and maintaining in force all licences, consents and approvals as may be required in connection with its activities under or in connection with this Agreement. No approval given by the Royal Parks to any Materials or Marketing Activities shall be construed as an approval or waiver for anything other than the use of the Royal Parks Mark and Designation in the relevant context and the Charity Partner shall be responsible for any third-party consents or approvals required, including in respect of any third party IPR utilised.

20 **Bribery Act**

20.1 Each Party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Anti-Bribery Provisions**). In particular the Charity Partner shall:

(a) not offer, give or agree to give to any employee, representative or third party (including any government officials, representatives of public authorities or their associates, families or close friends) any gift, benefit or other advantage (monetary or otherwise):

(i) to which the recipient is not legally entitled; and/or

(ii) which is intended to or would result in the improper performance by the recipient of his or her job or function. Improper performance will include inducing the recipient: not to take any course of action; or to not perform his or her role in good faith, with impartiality or in accordance with relevant expectations (with respect to the negotiation, conclusion or the performance of any agreement or otherwise);

(b) not exercise the Rights (or any of them) in such a way as would lead to a breach by the Charity Partner of clause 20.1(a) above; and

(c) have in place during the Term its own policies and procedures to ensure compliance with the Anti-Bribery Provisions (and enforce such policies and procedures where necessary).

20.2 Breach of this clause 20 shall be deemed to be a material breach of this Agreement.

21 **General**

21.1 The Royal Parks may assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder to, including but not limited to, the Department for Culture, Media and Sport or related or successor authorities, without the prior written consent of the Charity Partner. For the avoidance of doubt, the Royal Parks shall not dispose of this agreement or any rights or obligations hereunder to any third party which, acting reasonably, the Royal Parks considers engages in unethical activities or practices that would likely bring the Royal Parks, the Event or the Charity Partner into disrepute.

21.2 The Charity Partner may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of the Royal Parks.

21.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.4 The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.

21.5 If any provision of this Agreement is invalid or unenforceable in any jurisdiction it will, if required, be deleted (for the purposes of that jurisdiction) provided that such deletion does not affect the remaining provisions of this Agreement or affect the validity or enforceability of that provision in any other jurisdiction.

21.6 This Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. Each of the Parties acknowledges and agrees that:

(a) in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and

(b) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement,

provided that nothing in this clause 21.6 shall operate to limit or exclude either Party's liability for fraud.

21.7 The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the Parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

21.8 The Parties shall at the requesting party's expense do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.

21.9 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

21.10 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the Parties by a duly authorised officer.

21.11 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

21.12 The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them save that the Royal Parks shall have the right, as claimant, to seek injunctive relief and/or initiate other forms of proceedings against the Charity Partner in any other court of competent jurisdiction.

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Annex 1

Data Protection

1.1 For the purpose of this Annex, the following words should have the following meanings:

(a) References to "**Party**" means the Royal Parks or the Charity Partner and "**Parties**" shall mean both of them where the context permits;

(b) References to "**Controller**", "**Data Subject**", "**Processor**", "**Processing**", "**Personal Data**" and "**Personal Data Breach**" shall have the same meaning as defined in the GDPR and/or the UK GDPR; and

(c) "**Restricted Country**" means a country, territory or jurisdiction which is not considered by the EU Commission (or in respect of personal data transfers caught by the requirements of UK Data Protection Legislation, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of personal data pursuant to Article 45(1) of the GDPR (or analogous provisions under UK Data Protection Legislation (as applicable).

1.2 A reference to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Protection Legislation is that of the UK, be construed as a reference to the UK GDPR and/or the equivalent Article or Chapter of the UK GDPR.

1.3 Under this Agreement, the Parties will share the following categories of Personal Data in respect of the Data Subjects shown below, together with any other Personal Data agreed between the Parties from time to time ("**Shared Personal Data**"), for the purposes of enabling the Charity Partner to exercise the Rights and the Royal Parks performing its obligations:

The Charity Partner will share with the Royal Parks		**The Royal Parks will share with the Charity Partner**	
Data subjects	**Type of personal data**	**Data subjects**	**Type of personal data**
Runners	First name Last name Email address	N/A	N/A
Personnel of the Charity Partner	Name Email address Telephone number	Personnel of the Royal Parks	Name Email address Telephone number

1.4 The Parties acknowledge and agree that to the extent each party separately determines the purpose and manner of the processing of the Shared Personal Data, each Party shall be considered an independent Controller of such Shared Personal Data. Each Party shall comply with its obligations under the applicable Data Protection Legislation. In particular, each Party ("**Sharing Party"**) shall ensure it is lawfully entitled to share (including obtaining all necessary consents and permissions) the relevant Shared Personal Data with the other Party ("**Receiving Party"**).

1.5 Without prejudice to the Receiving Party's obligations in paragraph 1.4, the Receiving Party shall in respect of its processing of relevant Shared Personal Data (at its own expense unless otherwise stated):

(a) only process that Shared Personal Data for the purposes of or in connection with the performance of the Agreement and not for any other purpose;

(b) promptly provide such necessary and reasonable assistance and co-operation to the Sharing Party and to any supervisory authority, in connection with Sharing Party's compliance with its obligations under the Data Protection Legislation;

(c) process the Shared Personal Data in a manner that ensures appropriate security of the data in accordance with Article 32 of the GDPR;

(d) without undue delay (and in any event within 24 hours), notify the Sharing Party and provide such co-operation, assistance and information as the Sharing Party may reasonably require if it becomes aware of any Personal Data Breach or Data Subject complaint relating to Shared Personal Data.

1.6 The Receiving Party shall keep at its normal place of business a written record of data processing carried out in the course of the performance of the Agreement ("**Records**") and permit Sharing Party, its third-party representatives or a supervisory authority or its third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Agreement by Receiving Party, access to inspect, and take copies of, the Records and any other information held at Receiving Party's premises or Receiving Party's systems relating to this Agreement, for the purpose of auditing Receiving Party's compliance with its obligations under this clause. Receiving Party shall give all necessary assistance to the conduct of such audits.

1.7 The Receiving Party shall not transfer the Shared Personal Data to a Restricted Country without the prior written consent of Sharing Party, which can be withheld at the sole discretion of Sharing Party, and subject to any additional Sharing Party's requirements.

Annex 2

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