



#### Terms and Conditions

Membership of the 100 Club ("100 Club") is an agreement between Sail Inverclyde (the "Company") and the party contracting to membership (the "Sponsor") as agreed with the Company in consideration of payment (the "Fee") subject to the summary terms and conditions set out herein for The Tall Ships Races event in Greenock from the 9th to the 12th July 2011 specified above in the Booking form (the "Event"). The Booking Form for the Membership together with the summary of terms and conditions shall comprise the contract for the license of Membership.

#### 1. The Company appoints the Purchaser as an official member of the 100 Club, a status which will confer the following benefits on the Sponsor during the period of this Agreement:

- The Sponsor's logo shall appear on the Company website in the 100 Club section.
- A press release will be prepared by the Company media agency to announce the members of the 100 Club including The Sponsor
- The Sponsor's logo shall appear on 100 Club sponsorship recognition boards on The Event site for The Tall Ships Races in Greenock, 9th – 12th July 2011.
- The Sponsor will have a 3 m x 3 m exhibition space within the 100 Club Village.
- The Sponsor will receive tickets for two people to attend a corporate hospitality Day Sail with other members of the 100 Club. This will be a 3 hour event onboard an A Class Tall Ship participating in the race.
- The Sponsor will receive tickets for two people to attend a dinner with other members of the 100 Club. This will take place prior to the Event. Venue and date to be decided by the Company.
- The Sponsor shall receive 8 passes to gain access to the 100 Club Pavilion, which will be open solely to the 100 Club members from 11am until 5pm each of the Event dates.
- The Sponsor shall be entered into a draw along with the other members of the 100 Club to have the opportunity to win one of the following sponsorship opportunities: Parade of Sail Sponsor, Crew Parade Sponsor, Welcome Parade Sponsor and other prizes.

2. Any catering or refreshments that The Sponsor requires within their exhibition space must be provided by the official event Corporate Hospitality caterer, nominated by the Company and will require additional costs if required. 3. Any power requirements, additional exhibition space or other requirements of the Sponsor must be provided by the Company and will incur additional costs if required. 4. The Sponsor will not be permitted to take or supply any catering or refreshments within the 100 Club Pavilion. There will be a cash bar facility provided by the Company. 5. If any damage is done to any part of the 100 Club Pavilion or 100 Club Village by the Sponsor or any of its representatives, the expense of making good the same is to be paid by the Sponsor and the Sponsor hereby indemnifies the Company in respect of such expense. 6. The Sponsor is responsible for ensuring that a high standard of behaviour is adhered to by its representatives. Any behaviour deemed to be unacceptable to the Company, the Company reserve the right to refuse access or remove from the Event. 7. The Sponsor will pay the Company £3,000.00 by way of sponsorship finance, payable at confirmation of membership. Payment shall be made to "Sail Inverclyde Trading Limited" by cheque made or by BACS to Account Number: 40036110 Sort Code: 82 65 06 8. Amounts specified for payment in this Agreement are stated exclusive of Value Added Tax. Whenever the Sponsor is obliged to make a payment to the Company under this Agreement which attracts Value Added, sales, use, excise or other similar taxes or duties, the Sponsor shall be responsible for paying such taxes and duties. 9. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other. 10. If the performance by either party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control, then such party shall be excused from performance of that obligation for the duration of the relevant event. 11. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. 12. In any event, the maximum liability of the Company to the Sponsor under or otherwise in connection with this Agreement or its subject matter shall not exceed the return of all moneys provided by the Sponsor to the Company in the season in which the liability arises. 13. Neither party shall use the name of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other. 14. This Agreement shall be governed by Scots Law. The Scottish Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

To discuss membership of the 100 Club at The Tall Ships Races in Greenock, please contact Kim Wilson at [kim.wilson@sailinverclyde.com](mailto:kim.wilson@sailinverclyde.com)



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## THE TALL SHIPS RACES 2011 Greenock 9th - 12th July

