

Theo Paphitis Small Business Sunday Limited  
1 St. George's Road  
Wimbledon  
London  
SW19 4DR

22/09/2023

Dear [Text Redacted],

### Annual Partnership of #SBS

We are pleased to confirm that Theo Paphitis Small Business Sunday Limited (“#SBS”) would like the UK Export Academy, Dept for Business and Trade to be a partner of #SBS2024 (the “Partnership”). The Partnership will include participation at the main #SBS 2024 event, “#SBSEvent2024” (the “Event”) to be held on 23rd February 2024.

The attached Schedules set out the terms of, and form part of, the Agreement between us. Schedule 1 sets out the Services Agreement and Schedule 2 sets out the General Terms and Conditions of the Agreement.

If the terms of the Agreement are acceptable to you, please sign and date the enclosed acknowledgement and:

- (i) email a PDF of the Agreement to [events@tprg.com](mailto:events@tprg.com) and
- (ii) process payment of £[Text Redacted] plus VAT by bank transfer National Westminster Bank, Sort code-[Text Redacted], Account number - [Text Redacted] or cheque (cheques should be made payable to Theo Paphitis SBS Ltd)

Yours sincerely,

[Text Redacted]

For and on behalf of #SBS

We agree to and accept the terms of the Agreement (including its Schedules) dated 22nd August 2023, a copy of which is set out below.

IN WITNESS WHEREOF

For and on behalf of  
UK Export Academy, Dept for Business and Trade

Signed:

[Text Redacted]

Name: [Text Redacted]

Date:

25/10/2023

For and on behalf of  
Theo Paphitis Small Business Sunday Limited

Signed:

[Text Redacted]

Name: [Text Redacted]

Date:

25/10/2023

**Schedule 1**  
**Services Agreement - #SBSEvent2023**

**THE PARTIES**

This Agreement is entered into between the following:

UK Export Academy, Dept for Business and Trade, a UK Government Organisation whose registered office is at Old Admiralty Building, London, SW1A 2DY (the "Partner")

and

Theo Paphitis Small Business Sunday Limited whose registered office is at 1 St George's Road, Wimbledon, London, SW19 4DR and has the Company Number 08540787 ("SBS")

**1. TERM**

- 1.1 This Agreement is for 12 months commencing on the date the Agreement is signed by the parties, unless terminated earlier in accordance with its terms ("the Term"). During the said Term, the Partner agrees to support and attend the #SBSEvent2024 which will take place on Friday 23rd February 2024 at the ICC in Birmingham (the "Event"). The Partner will be given access to the Event venue from 6.00pm on Thursday 22nd February 2024 to enable the Partner to set up in preparation of the Event.

**2. CONSIDERATION**

- 2.2 A Partnership Fee of **Text Redacted** will be payable to Theo Paphitis Small Business Sunday Limited on signature of this Agreement, plus any applicable VAT in return for promotional and commercial opportunities as set out within the contract.

**3. PARTNERSHIP BENEFITS**

- 3.1 Subject to you complying with your obligations under this Agreement, #SBS agrees to provide the following benefits:
- 3.1.1 The opportunity for brand marketing in conjunction with the Event, on monthly newsletters, [www.theopaphitissbs.com](http://www.theopaphitissbs.com) and #SBS materials along with #SBS communications to the network of #SBS winners;
  - 3.1.2 A stand at the Event;
  - 3.1.3 Inclusion of the Partner's name and logo on all agreed materials including publicity for the Event and all conference signage which will include four (4) large screens for the Event;
  - 3.1.4 Logo inclusion in the photo booth backdrop for certificate photographs with Theo Paphitis and new winners at #SBSEvent2024;
  - 3.1.5 Eight (8) complimentary guest passes to the Event;
  - 3.1.6 To be included in a Partner Video Tape (VT) to be shown at the Event;
  - 3.1.7 The opportunity to run a small seminar session at the Event for extra profile raising;
  - 3.1.8 Potential tags in #SBS tweets and social posts by Theo Paphitis and businesses participating in the Event

and;

3.1.9 The opportunity to send bespoke marketing mailing to the #SBS email group and the closed Facebook group "Theo Paphitis #SBS" via the #SBS Crew.

3.2 #SBS shall not be obligated to pay any printing costs incurred by the Partner unless specified in this agreement.

#### 4. PARTNERSHIP SERVICES

4.1 The Partner agrees to provide #SBS with the following:

4.1.1 A non-exclusive licence to use its name, logo and other agreed intellectual property for the purposes of the Partnership. Any intellectual property of the Partner will remain the property of the Partner.

4.1.2 A high resolution logo for complimentary goody bag artwork, high resolution hanging banner signage artwork, stand artwork and invoice details for stand signage, to be used in conjunction with the Event;

4.1.3 An A5 business advert, for inclusion within the Event programme; 4.1.4

The details of all eight (8) complimentary guests attending the Event;

4.1.5 Complimentary goody bag items (if applicable) for the Event, to be delivered to the PFMS packing company at PFMS, 18 Ivatt Way, Westwood, Peterborough, Cambridgeshire, PE3 7PG and;

4.1.6 Existing stand signage and kit (if applicable), to be used in conjunction with the Event, to be delivered to Hemel Hempstead Warehouse, Robert Dyas Distribution Centre, Swallowdale Lane, HP2 7EA.

IN WITNESS WHEREOF:

For and on behalf of  
UK Export Academy, Dept for Business and Trade

Signed: **Text Redacted**

Name: **Text Redacted**

Date: 25/10/2023

For and on behalf of  
Theo Paphitis Small Business Sunday Limited

Signed: **Text Redacted**

Name: **Text Redacted**

Date: 25/10/2023

## **Schedule 2**

### **General Terms and Conditions**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 In this Agreement:**

“Agreement” means, in relation to the Partnership, #SBS’ confirmation letter to you, together with Schedule 1 (Services Agreement), as amended, supplemented or varied by Schedule 2 (General Terms and Conditions);

“Partner” (or “you” or “your”, as appropriate) means UK Export Academy, Dept for Business and Trade, a UK Government Organisation whose registered office is at Old Admiralty Building, London, SW1A 2DY (the “Partner”);

“#SBS” means Theo Paphitis Small Business Sunday Limited, a company registered in England, whose registered office is at 1 St George’s Road, Wimbledon, London, SW19 4DR and has the Company Number 08540787;

“Event” means, the #SBSEvent2024 to be held at the ICC in Birmingham on Friday 23rd February 2024;

“Services Agreement” means the Services Agreement at Schedule 1 of the Agreement setting out the obligations of the parties in relation to the Partnership;

“Parties” means UK Export Academy, Dept for Business and Trade and #SBS as parties to this Agreement (and “Party” shall be construed accordingly as the context may require);

“Partnership” means the support of #SBS and contribution and participation in the Event taking place in 2024 as set out in the Services Agreement at Schedule 1;

“Partnership Benefits” means the benefits provided to you and the obligations performed by #SBS as set out in the Services Agreement at Schedule 1;

“Partnership Fee” means the fee set out in the Services Agreement at Schedule 1;

“Partnership Services” means the services to be performed by you as set out in the Services Agreement at Schedule 1;

“Term” means the duration of the Agreement, namely for one year commencing on the date the Agreement is signed by the parties, as set out in the Services Agreement at Schedule 1;

“VAT” means value added tax.

#### **0. TERM**

2.1 This Agreement shall commence on the date it is signed by the Parties and shall expire as set out in the Services Schedule.

#### **1. CONSIDERATION**

3.1 In consideration for #SBS granting you the Partnership Benefits and other rights in accordance with the terms of this Agreement, you will pay #SBS the Partnership Fee and provide #SBS with the Partnership Services.

#### **2. INTELLECTUAL PROPERTY**

4.1 All intellectual property rights (both registered and unregistered) in and to any materials produced prior to the date of this Agreement shall remain the property of their respective owners.

4.2 All intellectual property rights (both registered and unregistered) in and to any materials produced for or in connection with the Partnership shall be the property of #SBS.

4.3 You acknowledge and agree that:

4.3.1 You have no right, title or interest in or to #SBS' trademarks (registered or unregistered), and any goodwill and any other right, title or interest from your use of #SBS' trademarks accrues solely for #SBS' benefit;

4.3.2 You will only use #SBS' intellectual property in a manner that strictly accords with this Agreement; and

4.3.3 On #SBS' request, you will immediately remove (and if necessary destroy) any material bearing #SBS' trademarks or branding.

4.4 You shall indemnify #SBS against any claim made against #SBS by a third party for actual or alleged infringement of the third party's intellectual property rights or moral rights in connection with use of your trademarks, materials or other intellectual property owned (or purported to be owned) by you.

### **3. VAT**

All sums payable under this Agreement are exclusive of any VAT (unless otherwise stated) which will be invoiced at the appropriate rate.

### **4. WITHDRAWAL OF PARTNERSHIP BENEFITS AND / OR TERMINATION**

6.1 Without prejudice to any rights that have accrued or any remedies under this Agreement, either Party may terminate this Agreement if:

6.1.1 The other Party commits a breach of any material term of this Agreement which is irremediable or (if remediable) is not remedied within seven (7) days of receiving notice from the other Party (and for these purposes, material breach includes non- payment of the Partnership Fee);

6.1.2 The other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

6.1.3 The other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business for any reason, or disposes of the whole or a substantial part of its business.

6.2 In addition, Theo Paphitis Small Business Sunday Limited may terminate this Agreement insofar as it reasonably considers the Partner to have acted in such a way as to threaten to bring the Partnership or #SBS into disrepute.

6.3. Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay:

6.3.1 Is beyond the reasonable control of a party;

6.3.2 Materially affects the performance of any of its obligations under this Agreement, provided that it could not reasonably have been foreseen or provided against; but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

## 7. MISCELLANEOUS

- 7.1 **Assignment** - Except with the express written consent of the other Party to this Agreement, you may not: (i) assign, transfer, charge or deal in any way with the benefit of, or any of your respective rights under or interest in, this Agreement; or (ii) sub-contract or any or all of your respective obligations under it.
- 7.2 **Compliance with applicable laws** - You will comply with all applicable laws in providing the Partnership Services and will ensure that all material developed by you complies with all applicable laws.
- 7.3 **Confidentiality** - Each of the Parties agrees to keep confidential at all times after the date of this Agreement, and to not directly or indirectly reveal, report, publish, disclose or transfer or use for its own or any other purpose, any and all confidential information received or obtained as a result of entering into or performing this Agreement, or supplied by or on behalf of the other Party to this Agreement, including the subject matter and provisions of this Agreement. This prohibition does not apply if: (i) such information was already in the public domain when this Agreement was entered into; (ii) disclosure is necessary in order to comply with tax or regulatory requirements; (iii) disclosure is made to the Partner or your officers, employees, consultants and / or professional advisers only to the extent as is required for the proper performance of their duties or services; or (iv) the other Party to this Agreement expressly agrees in writing to the disclosure of such information.
- 7.4 **Entire agreement** - This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between the Parties, whether written or oral, relating to its subject matter.
- 7.5 **Governing law and jurisdiction** - This Agreement and any non- contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English Law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any disputes which may arise out of or in connection with this Agreement or its subject matter.
- 7.6 **Partnership** - Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party to be the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 7.7 **Severability** - If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If one Party gives notice to the other of the possibility that any provision or part provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the commercial result intended by the original provision.
- 7.8 **Supremacy** - In the event of any conflict between the terms of this Schedule (Schedule 2, General Terms and Conditions) and Schedule 1 Services Agreement, the provisions of Schedule 1 shall prevail.
- 7.9 **Third Party Rights** - No one other than a Party to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. #SBS shall not be liable to any third party with whom you have a contract in relation to any claim arising out of any such contract.
- 7.10 **Variation** - The terms of this Agreement may only be varied by written agreement between the parties.