



Association of Learned  
and Professional  
Society Publishers



# University Press Redux Conference



**17-18 March 2026**

The Spine, Liverpool, UK

## UP Redux 2026

For the first time, the programme is being shaped by a dedicated Programme Committee, bringing together diverse perspectives from across the sector rather than curated in partnership with a single University Press.

[www.alpsp.org](http://www.alpsp.org)

# Why sponsor?

Our sponsors receive exposure during the event and in the preceding weeks with visibility via our dedicated sponsor page on the event website, social media announcements and inclusion in marketing. During the conference, there will also be the opportunity to meet, network and spend time with key decision makers.

2025  
Conference

Over 120  
delegates

73  
organizations

From 10  
different countries



## About the Conference

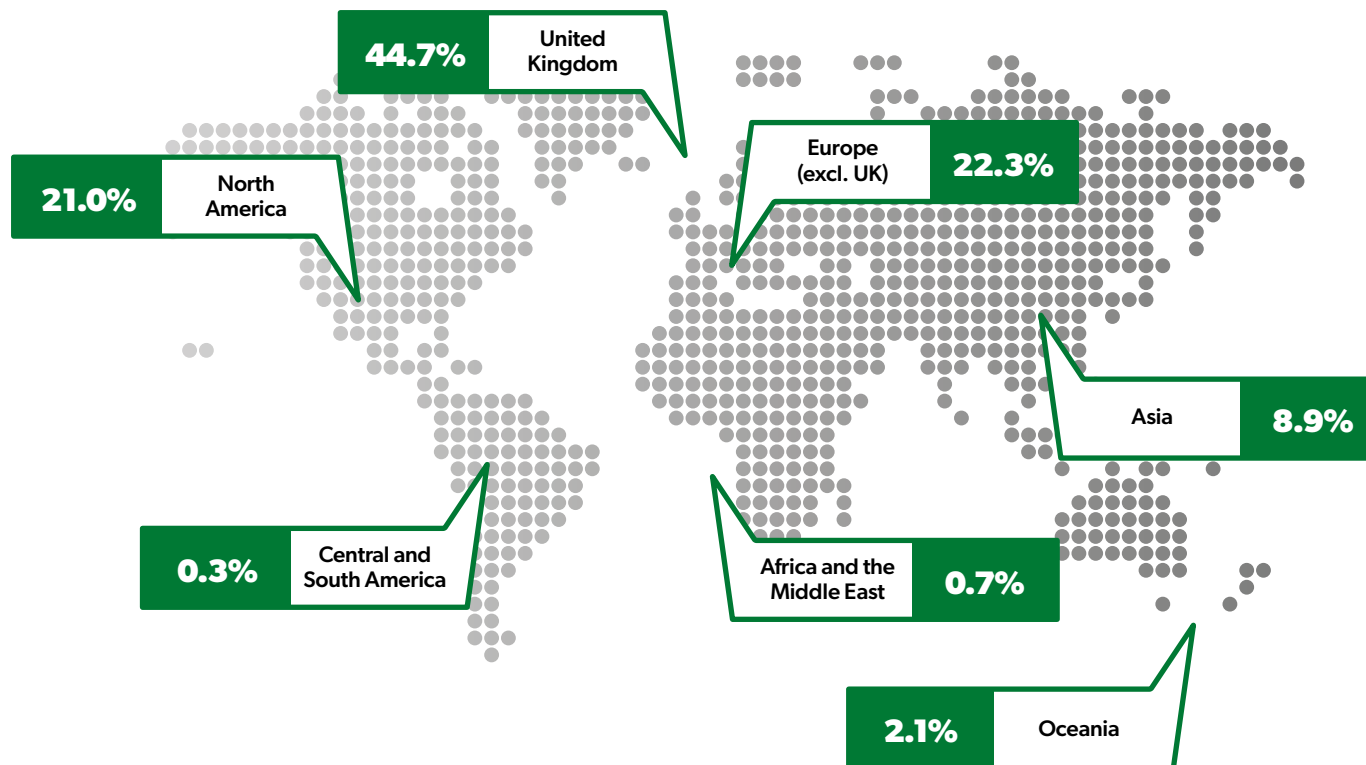
The University Press Redux conference was founded in 2016 and grew out of a need for a forum for university presses in the UK and Europe to share with, and learn from, each other. Like its US-based cousin, the Annual Meeting of the Association of University Presses, Redux has addressed both the general role of publishers in the scholarly ecosystem and the distinctive challenges and opportunities for university-based publishers.

Over the two day event, held in different locations, attendees can enjoy an international view of the many and varied aspects of publishing from university presses. The conference brings together university presses large and small, as well as the associated industries and organizations they work with, including funders, policy makers, libraries and service providers.

# Membership Reach

ALPSP has over 320 member organizations across 35 countries. Becoming an ALPSP sponsor will give you the opportunity to promote your organization to a wide range of people from the University Press community and scholarly publishing industry.

## Worldwide Reach



- 16% Commercial Publisher
- 5% Library/University
- 53% Not-for-profit Society publisher
- 4% Professional Services
- 21% Services to publishers



# Sponsorship Packages

## Platinum (SOLD)

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☒ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☒ Featured sponsor on conference app
- ☒ Pull-up banner
- ☒ Exhibition table
- ☒ Sole sponsorship of Opening keynote including Chairing the session
- ☐ Sole sponsorship of Closing keynote
- ☐ Welcome address at drinks reception

**£10,000**

## Gold (1 only)

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☒ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☒ Featured sponsor on conference app
- ☒ Pull-up banner
- ☒ Exhibition table
- ☐ Sole sponsorship of Opening keynote including Chairing the session
- ☒ Sole sponsorship of Closing keynote
- ☐ Welcome address at drinks reception

**£4,250**

## Silver

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☒ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☒ Featured sponsor on conference app
- ☒ Pull-up banner
- ☒ Exhibition table
- ☐ Sole sponsorship of Opening keynote including Chairing the session
- ☐ Sole sponsorship of Closing keynote
- ☐ Welcome address at drinks reception

**£3,250**

## Bronze

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☐ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☐ Featured sponsor on conference app
- ☐ Pull-up banner
- ☐ Exhibition table
- ☐ Sole sponsorship of Opening keynote including Chairing the session
- ☐ Sole sponsorship of Closing keynote
- ☐ Welcome address at drinks reception

**£2,250**

## Drinks Reception

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☒ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☐ Featured sponsor on conference app
- ☒ Pull-up banner
- ☐ Exhibition table
- ☐ Sole sponsorship of Opening keynote including Chairing the session
- ☐ Sole sponsorship of Closing keynote
- ☒ Welcome address at drinks reception

**£3,750**

## ALPSP Dinner

- ☒ Profile on website
- ☒ Pre-conference marketing
- ☒ Guest blog
- ☒ Conference passes
- ☒ Logo on slides and sponsor banner
- ☐ Featured sponsor on conference app
- ☒ Pull-up banner
- ☐ Exhibition table
- ☐ Sole sponsorship of Opening keynote including Chairing the session
- ☐ Sole sponsorship of Closing keynote
- ☐ Welcome address at drinks reception

**£3,250**

# Sponsorship Packages

## Platinum and Gold

### Platinum (One Only) SOLD:

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)
- Guest blog as part of the conference promotion programme

#### During the Conference

- Five full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)
- Featured sponsor on the conference app
- Option to have pull-up banner in the main networking area (Sponsor to supply banner)
- Option to have exhibition table in coffee area for duration of conference
- Sole sponsorship of Opening keynote (with option to introduce and chair the session)

Package cost: £10,000 (excl VAT)\*

### Gold (One Only):

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)
- Guest blog as part of the conference promotion programme

#### During the Conference

- Three full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)
- Featured sponsor on the conference app
- Option to have pull-up banner in the main networking area (Sponsor to supply banner)
- Option to have exhibition table in coffee area for duration of conference
- Sole sponsorship of Closing keynote

Package cost: £4,250 (excl VAT)\*

# Sponsorship Packages

## Silver and Bronze

### Silver:

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)
- Guest blog as part of the conference promotion programme

#### During the Conference

- Two full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)
- Featured sponsor on the conference app
- Option to have pull-up banner in the main networking area (Sponsor to supply banner)
- Option to have exhibition table in coffee area for duration of conference

### Bronze:

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)

#### During the Conference

- One full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)

Package cost: £3,250 (excl VAT)\*

Package cost: £2,250 (excl VAT)\*

# Sponsorship Packages

## Drinks Reception and Dinner

### Drinks Reception (One Only):

Held on the first evening. Informal networking drinks

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)
- Guest blog as part of the conference promotion programme

#### During the Conference

- Two full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)
- Option to have pull-up banner in the main networking area (Sponsor to supply banner)
- Opportunity for a short welcome address at start of reception

Package cost: £3,750 (excl VAT)\*

### ALPSP Dinner (One Only):

Held on the first evening. 3 course dinner and drinks

#### Pre-Conference

- Logo and company profile on ALPSP website
- Recognition in pre-conference marketing (inc press releases, blog posts, social media and emails)
- Guest blog as part of the conference promotion programme

#### During the Conference

- Two full conference passes including drinks reception (excluding accommodation)
- Logo on rolling slides and sponsor banner (2 days)
- Option to have pull-up banner in the main networking area (Sponsor to supply banner)

Package cost: £3,250 (excl VAT)\*

# Add-ons

## **Sponsorship add-ons (Any add on must be taken in conjunction with one of our packages)**

**Sponsor a conference attendee: £1,250 (per place)**

Sponsor the conference registration and expenses (travel and accommodation) for a student/early career/publishing professional who would not usually be able to attend. Sponsors will receive acknowledgment on the conference website and promotional messaging.

### **Exhibition Table: £600**

We are delighted to offer sponsors a 6ft x 2ft table in the main coffee area for the duration of the conference. You can choose to have this manned or unmanned (chairs can be provided). One standard size (800mm width) pop-up banner will also be allowed, displayed either to the side or behind the table.

*Due to space restrictions, tables will be sold on a 'first come, first served' basis. Only one table allowed per sponsor. Please note: All production, giveaways, additional collateral, and shipping costs to and from the conference venue to be covered by the sponsor.*



# Terms and Conditions

Please note that sponsorship terms and conditions apply to any contract between us for the sponsorship of the package. These may be viewed via the [ALPSP website](#).

## Terms and Conditions

Please note that the attached sponsorship terms and conditions apply to any contract between us for the sponsorship of the Event.

**Meetings, Entertainment and Social Functions** - No entertainment, social functions or meetings may be scheduled to conflict with the conference programme or social events without prior permission from ALPSP. Upon receipt of request ALPSP will provide contact details for the hotel to make the necessary arrangements directly.

### All enquiries:

Susie Brown  
Conference and Events Manager



e: [susie.brown@alpsp.org](mailto:susie.brown@alpsp.org)

w: [www.alpsp.org](http://www.alpsp.org)



"The quality of the attendee's was great and really beneficial for us. The event was really well run."

**Previous sponsor**



"It was a fantastic conference and so much organisation must have gone into it, thanks so much for arranging and running it."

**Previous sponsor**

THE ASSOCIATION OF LEARNED AND PROFESSIONAL SOCIETY PUBLISHERS

SPONSORSHIP TERMS & CONDITIONS

These terms and conditions (“**Terms**”), together with the Sponsorship Particulars constitute the contract between us, The Association Of Learned And Professional Society Publishers (“**ALPSP**” “**we**” or “**us**”) and you, the sponsoring client company specified in the Sponsorship Particulars (“**you**”) for sponsorship of the event (“**the Event**”) set out in the Sponsorship Particulars (the “**Contract**”).

1. INTERPRETATION

1.1 In these Terms, the following definitions apply and the rules of interpretation apply:

**The ALPSP's Marks:** the marks owned by us to be used for all promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other marketing signs of ours that are to be used in connection with the Event.

**Commercial Rights:** any and all rights of a commercial nature connected with the Event, including without limitation, image rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

**Confidential Information:** any and all technical or commercial know-how (including in the case of the ALPSP its member mailing list), specifications, designs, trade secrets, market opportunities and information of commercial value.

**Event:** The ALPSP University Press Redux Conference to take place from 17-18 March 2026 at the Venue.

**Force Majeure Event:** any event affecting the performance of the Contract arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, cancellation of the use of the Venue by the owner of the Venue, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

**Sponsorship Options:** the level of sponsorship selected by you and set out in the Sponsorship Particulars.

**Sponsor’s Marks:** the trademarks and marks owned by or licensed to you, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of yours.

**Sponsor’s Products:** the products (if any) made available by you to ALPSP members attending the Event.

**Sponsorship Rights:** the bundle of rights granted to you.

**Venue:** means the The Spine, 2 Paddington Village, Liverpool, L7 3FA, UK, where the Event is to take place or such other venue that we may notify you of.

2. BASIS OF CONTRACT AND GRANT OF SPONSORSHIP RIGHTS

- 2.1 If you wish to partake in sponsoring the Event we will provide you with details of the level of sponsorship available for the Event which may include platinum, gold, silver or bronze categories, sponsorship of sessions, awards or such other levels of sponsorship as we may offer or agree with you from time to time (the “**Sponsorship Options**”).
- 2.2 You must advise us in writing of the Sponsorship Option you require (“**Sponsorship Options Request**”). Your Sponsorship Option Request constitutes an offer by you to sponsor the Event in accordance with these Terms.
- 2.3 The Sponsorship Option Request shall only be deemed to be accepted when we issue written confirmation of the Sponsorship Option Request at which point and on which date the Contract shall come into existence.

- 2.4 The Contract constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the Contract.
- 2.5 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 We grant to you on a non-exclusive basis the Sponsorship Rights and a license to use the ALPSP's Marks (and other branding materials provided by us in accordance with our then current guidelines (if any) during the term of the Contract and in accordance with these Terms.
- 2.7 You acknowledge and agree that we are the owner or controller of the Commercial Rights and of all rights in the ALPSP Marks.
- 2.8 You grant and we accept a worldwide, non-exclusive, royalty free, licence to use the Sponsor's Marks:
  - 2.8.1 during the term of the Contract for the delivery of the Sponsorship Rights; and
  - 2.8.2 in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including on a website or mobile-device application) including by use on promotional material and merchandising.
- 2.9 All rights not expressly granted to you under the Contract are reserved to us.

**3. SPONSORSHIP FEE**

- 3.1 In consideration of the Sponsorship Rights granted to you, you shall pay the fee for the Sponsorship Option as set out in the Sponsorship Particulars (the “**Sponsorship Fee**”).
- 3.2 You shall pay the Sponsorship Fee in full within thirty (30) days of receipt of invoice. Subject to any right you may have to a refund the Sponsorship Fee pursuant to clause 11.4, the Sponsorship Fee is non-refundable.
- 3.3 You acknowledge that in the event that you terminate the Contract or withdraw from the Event:
  - 3.3.1 no refund of the Sponsorship Fee will be payable; and
  - 3.3.2 you shall pay to us any outstanding unpaid invoices in respect of the Sponsorship Fee. Where no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
  - 3.3.3 we reserve the right to charge you a cancellation fee to cover costs incurred by us in connection with your sponsorship of the Event up to the date of termination.
- 3.4 All amounts payable to us under these Terms are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be your sole responsibility.
- 3.5 Without prejudice to any other right or remedy that we may have, if you fail to pay any amount due on the due date, we may charge interest on any overdue amounts (both before and after any judgment) at the rate of 4% over the base rate of HSBC plc from time to time in force from the date that payment is due until cleared funds are received in full.

**4. OBLIGATIONS OF THE SPONSOR**

- 4.1 You undertake to us:
  - 4.1.1 to exercise the Sponsorship Rights strictly in accordance with these Terms. For the avoidance of doubt, you shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
  - 4.1.2 to apply any legal notices as required by us on all materials and products that incorporate the ALPSP Marks;

- 4.1.3 to ensure that all sponsored activity supports our mission to connect, inform, develop and represent the scholarly and professional publishing community and advocate on behalf of the international non-profit publishing community;
- 4.1.4 to ensure that any sponsored activity carried out by you is designed to support our member benefits in professional development, information, advice and good practice leadership and collaborative ventures;
- 4.1.5 to submit to us, on request, for our prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all you Products and any advertising, promotional or other material or press release which associates you or the Sponsor's Products with the Event, or which incorporates the ALPSP Marks, before their distribution, production or sale;
- 4.1.6 to ensure that all materials and the Sponsor's Products (if any) promoted, published, distributed or sold and which are associated with the Event or which incorporate the ALPSP Marks:
  - 4.1.6.1 shall comply in all respects with the samples approved in accordance with clause 4.1.5 and to immediately withdraw them at your sole cost from circulation at our written request if they do not; and
  - 4.1.6.2 shall be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force;
- 4.1.7 to provide to us, at your cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by us for it to be reproduced under our control for the fulfilment of the Sponsorship Rights;
- 4.1.8 not to apply for registration of any part of the ALPSP Marks or anything confusingly similar to the ALPSP Marks as a trade mark for any goods or services; and
- 4.1.9 not to use the ALPSP Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under these Terms.
- 4.2 You have no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights without our prior written consent.
- 4.3 You shall not engage in joint promotions with any third party in relation to the Event without our prior written consent.

## **5. OBLIGATIONS OF THE ALPSP**

- 5.1 We shall organise and stage the Event at the Venue at our sole cost and expense in accordance with these Terms.
- 5.2 We confirm that we shall be responsible for:
  - 5.2.1 arranging the attendance of and payment for all stewards, staff and personnel on public duty employed, engaged or appointed by us throughout the Event;
  - 5.2.2 the printing and supply of flyers, posters, programmes, admission tickets, stationery, publicity material and advertisements in local and national press which shall bear the ALPSP Marks.
- 5.3 We shall use our reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to you.
- 5.4 We shall ensure that all your relevant signage and advertising to be delivered as part of the Sponsorship Rights is properly in place and operational and not concealed or obscured from view at any time.
- 5.5 We confirm that, whenever possible, we will ensure that the Sponsor's Marks will be present in accordance with these Terms and that the Sponsor's Marks are incorporated into all promotional, advertising and publicity material as agreed with you.
- 5.6 We accept that, regardless of the obligations on us to promote the Event in accordance with these Terms, you shall be entitled to advertise, publicise, promote and otherwise commercially exploit your own products, goodwill and reputation through your association with the Event.



**6. REPRESENTATIONS AND WARRANTIES**

- 6.1 Each party warrants and undertakes to the other that:
  - 6.1.1 it has full authority to enter into the Contract and is not bound by any agreement with any third party that adversely affects the Contract; and
  - 6.1.2 it has and will maintain throughout the term of the Contract, all necessary powers, authority and consents to enter into and fully perform its obligations under the Contract.
- 6.2 We represent to you that:
  - 6.2.1 we own or control the Event and the ALPSP Marks and that your use of the ALPSP Marks and your exercise of the Sponsorship Rights in accordance with these Terms shall not infringe the rights of any third party;
  - 6.2.2 all promotions and advertising for the Event will not be offensive, obscene or derogatory in nature or defamatory of any third party;
  - 6.2.3 we will ensure that use of the ALPSP Marks in accordance with the provisions of these Terms and in the exercise of the Sponsorship Rights will not infringe any sponsorship or advertising rules, statutes and codes in force in relation to the Event;
  - 6.2.4 we have entered into a bona fide written agreement for the use of the Venue with the owner of the Venue and have made all administrative and financial arrangements necessary for the smooth running of the Event, including the hiring of the Venue and any prior arrangements required by owner of the Venue;
  - 6.2.5 we shall comply with all legislation and regulations and any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and security at the Venue.
- 6.3 You represent and warrant that:
  - 6.3.1 You own or are solely entitled to use the Sponsor's Marks and any other material supplied to us in relation to the Contract and we shall be entitled to see evidence to this effect on request;
  - 6.3.2 the ALPSP's use of the Sponsor's Marks in accordance with clause 2.8 will not infringe the rights of any third party; and
  - 6.3.3 you shall exercise all rights and licences granted by the Contract in accordance with all relevant rules and regulations of the Event and in accordance with applicable laws including all applicable safety legislation.

**7. LIMITATION OF LIABILITY AND INDEMNITIES**

- 7.1 Nothing in the Contract shall operate so as to exclude or limit the liability of either party to the other:
  - 7.1.1 for death or personal injury caused as a result of its negligence or the negligence of its employees, agents or subcontractors;
  - 7.1.2 for fraud or fraudulent misrepresentation;
  - 7.1.3 for breach of the terms implied by section 2 of the Supply of Goods & Services Act 1982.
- 7.2 You shall indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), resulting from or arising out of the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Sponsor's Products, whether or not any claim arises during the term of the Contract. For the avoidance of doubt, any approval by us of any use of the ALPSP Marks on the Sponsor's Products or other materials supplied by you, relates only to the use of the ALPSP Marks and does not amount to approval of any the Sponsor's Products or materials and shall not affect this right of indemnification. The provisions of this clause 7.2 shall survive the termination or expiry of the Contract.

- 7.3 In the event of any claim, dispute, action writ or summons in connection with clause 7.2, we each agree to provide full details to the other party at the earliest opportunity and shall not settle any matter without first consulting the other party.
- 7.4 Subject to any right you may have to a refund the Sponsorship Fee pursuant to clause 11.4, neither party shall be liable to the other under the Contract for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of the Contract due to a Force Majeure Event.
- 7.5 Subject to clause 7.1, under no circumstances shall we be liable to you for any of the following, whether in contract, tort (including negligence) or otherwise:
- 7.5.1 any indirect or consequential losses;
  - 7.5.2 loss of revenue or anticipated revenue;
  - 7.5.3 loss of savings or anticipated savings;
  - 7.5.4 loss of business opportunity;
  - 7.5.5 loss of profits or anticipated profits; or
  - 7.5.6 loss of wasted expenditure.
- 7.6 Subject to clause 7.1, our maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of our obligations under the Contract, in respect of any one or more incidents or occurrences during the term of the Contract, shall be limited to 1.5 times of the Sponsorship Fee paid by the Sponsor in accordance with the Contract.

**8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 We each acknowledge that:
- 8.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be your sole and exclusive property and we shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them; and
  - 8.1.2 all rights in the ALPSP's Marks, including any goodwill associated with them, shall be our sole and exclusive property and you shall not acquire any rights in the ALPSP's Marks, including any developments or variations of them.
- 8.2 All intellectual property rights in and to any materials produced for the Event, excluding the Sponsor's Marks, shall remain our sole and exclusive property.

**9. IPR INDEMNITY**

- 9.1 You shall indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the ALPSP's use of the Sponsor's Marks in accordance with these Terms infringes any intellectual property rights or moral rights of any third party.

**10. INSURANCE**

- 10.1 Each party shall arrange and take out comprehensive insurance, at each party's sole cost including but not limited to public liability insurance at the Venue during the course of the Event.

**11. TERMINATION**

- 11.1 Without prejudice to any rights that have accrued under the Contract or any of our rights or remedies, we may terminate the Contract with immediate effect at any time by giving written notice to you if:
- 11.1.1 you fail to pay the Sponsorship Fee on the due date for payment and remain in default not less than 30 days after being notified in writing to make payment; or

11.1.2 the owner of the Venue cancels, withdraws or varies its agreement with us for the use of the Venue; or

11.1.3 a participant or a speaker integral to the success of the Event, dies or, by reason of illness or incapacity (whether mental or physical), is unable to attend the Event; or

11.1.4 there is a change of control of you (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.2 Without prejudice to any rights that have accrued under the Contract or any rights or remedies, either party may terminate the Contract with immediate effect at any time by giving written notice to the other party if:

11.2.1 the other party commits a breach of any of these Terms and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. However, this 30-day period will be reduced to three business days if we call upon you to remedy the breach during, or within, the 5 business day period before the Event begins;

11.2.2 the other party repeatedly breaches any of these Terms in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

11.2.3 an order is made or a resolution is passed for the winding-up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other party or its directors or any other similar insolvency event occurs (or equivalent insolvency event in any other jurisdiction) to either party;

11.2.4 any event occurs, or proceeding is taken, with respect to a party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.3; or

11.2.5 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.3 Following termination of the Contract for whatever reason:

11.3.1 the Sponsorship Rights granted by us to you under the Contract shall immediately terminate and revert to us;

11.3.2 each party shall promptly return to the other any property (including any and all of the Sponsor's Products and materials incorporating the ALPSP Marks, to us) of the other within its possession or control; and

11.3.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect, including clause 1; clause 7; clause 8; clause 9; clause 13; clause 14; and clause 15.9.

11.4 Subject to clause 11.5, if we terminate the Contract we shall refund to you in full any part of the Sponsorship Fee already paid to us. You acknowledge and agree that we shall have no further liability to you arising from termination of the Contract by us.

11.5 You shall not be entitled to any refund the Sponsorship Fee where ALPSP terminates the Contract pursuant to clause 11.1.1; clause 11.1.4; or clause 11.2.

## **12. FORCE MAJEURE AND EVENT CANCELLATION**

12.1 Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under the Contract so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

12.2 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:

12.2.1 notify the other party of the nature and extent of such Force Majeure Event; and

12.2.2 use all reasonable endeavours to remove any such causes and resume performance of the Contract as soon as feasible.

- 12.3 If the circumstance of a Force Majeure Event continues for a period of three months or longer, the party not affected by the Force Majeure Event shall have the right to terminate the Contract upon written notice to the other. Following this termination, we shall refund to you any part of the Sponsorship Fee already paid to us and you shall have no liability to pay any balance of the Sponsorship Fee.
- 12.4 If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) we shall notify you of the cancellation as soon as possible. The parties agree that:
- 12.4.1 we shall not be in breach of the Contract by virtue of that cancellation or abandonment;
- 12.4.2 (without prejudice to their rights and liabilities arising before this cancellation) the parties shall, in respect of the period following the ALPSP's notice, thereafter be relieved of their rights and obligations under the Contract in respect of the Event, and the provisions of clause 11.4 shall apply.

**13. CONFIDENTIALITY**

- 13.1 Each party agrees that it shall at all times keep confidential, and shall not use (other than strictly for the purposes of the Contract) any Confidential Information which has been disclosed to it by the other party and shall not, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
- 13.1.1 was public knowledge or already known to the party at the time of disclosure; or
- 13.1.2 subsequently becomes public knowledge other than by breach of these Terms; or
- 13.1.3 subsequently comes lawfully into the possession of the party from a third party; or
- 13.1.4 is agreed by the parties not be confidential or to be disclosable.
- 13.2 To the extent necessary to implement the provisions of these Terms (but not further or otherwise), a party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body and to any of its employees, provided that before any such disclosure it shall make those persons aware of its obligations of confidentiality under these Terms and shall use its best endeavours to obtain a binding undertaking as to confidentiality from all such persons.

**14. ENTIRE AGREEMENT**

- 14.1 It is acknowledged and agreed that these Terms (including the documents and instruments referred to herein) (the Documents) shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto.
- 14.2 The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents (unless such misrepresentation or representation was made fraudulently);
- 14.3 It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.

**15. GENERAL**

- 15.1 No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.2 You shall not without our prior written consent assign, transfer, charge or deal in any other manner with the Contract or your rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegates of any or all of your obligations under the Contract.
- 15.3 Any failure by either party to exercise or enforce its right under the Contract shall not be a waiver of that right, nor prevent such party from exercising or enforcing such right at a later time.



- 15.4 Should any Clause or provision of these Terms be held to be invalid or unenforceable such finding shall not affect the validity of the remaining Clauses and provisions of these Terms.
- 15.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.6 Any notice given under the Contract shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being or by sending it by fax to the fax number notified by the relevant party to the other party. Any such notice shall be deemed to have been received:
- 15.6.1 if delivered personally, at the time of delivery;
- 15.6.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- 15.6.3 in the case of fax, at the time of transmission.
- 15.7 Notice may also be given by e-mail address. In proving the service of any notice by e-mail, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.
- 15.8 These Terms shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.