

RISE GYMNASTICS LICENCE AGREEMENT

1. INTERPRETATION

1.1 Definitions:

British Gymnastics: Gymnastics Enterprise Limited (CRN: 02646569) whose registered address is Lilleshall National Sports Centre Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, England, TF10 9AT, being a wholly owned subsidiary of The British Amateur Gymnastics Association (CRN: 01630001), or any other member of its group from time to time who may perform the obligations under this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Club: an organisation or body, whose primary purpose is to deliver gymnastics activities, which is registered as a club with British Amateur Gymnastics Association (or Home Country equivalent) and meets the terms of registration as defined in section 17 of the British Gymnastics Membership Rules displayed on the webpage <https://www.british-gymnastics.org/docman/footer-menu-items/governance-documents/9748-1-1-membership-rules-v4-0-aug-2018/file> as updated from time to time by British Gymnastics.

Commencement Date: the date on which we accept your order for the Rise Activation Pack, at which point this Agreement comes into existence.

Confidential Information: any information which is disclosed by one party to the other pursuant to, or in connection with, this Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the hands of one of the parties in relation to Rise Gymnastics, the Materials, the Rise Gymnastics Rewards or Rise Hub, other than information which is already in the public domain (otherwise than as a result of a breach of any obligation of confidentiality). The Confidential Information of British Gymnastics includes any other details of Rise Gymnastics including the Materials, the Rise Gymnastics Rewards and Rise Hub supplied by British Gymnastics to the Deliverer.

Data Sharing Agreement: the agreement to be entered into between the Deliverer and British Gymnastics on or around the date of this Agreement which sets out the parties' obligations in respect of personal data shared for the purpose of performing this Agreement.

Deliverer: the Club, Official Delivery Partner or Partner School who accepts and agrees to the terms of this Agreement by reading its terms displayed on the webpage www.british-gymnastics.org.uk/gymnet/clubs/preferences and then ticks the box to confirm its acceptance.

Deliverer's Gymnastics Programme: delivery of Rise Gymnastics by the Deliverer on the terms of this Agreement.

Deliverer's Members: either: i) the Club's staff, contractors, gymnasts, parents or carers of gymnasts and volunteers directly associated with the Club who are members of British Amateur Gymnastics Association; ii) the staff, contractors, gymnasts and parents or carers of gymnasts who are registered participants for Rise Gymnastics and directly associated with the Official Delivery Partner; or iii) the teachers, support staff and pupils registered within a Partner School, and in each case participate in the Deliverer's Gymnastics Programme.

Delivery Guide: the delivery guide for Rise Gymnastics, included in the Rise Activation Pack and available electronically on Rise Hub, to be used by the Deliverer for the purpose of the Deliverer's Gymnastics Programme.

Group: British Gymnastics, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time;

Home Country: English Gymnastics, Gymnastics Northern Ireland, Scottish Gymnastics and Welsh Gymnastics.

Initial Term: the term referred to in clause 3.1.

Intellectual Property: copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in software, database rights, rights in confidential information (including know-how), patents, rights to inventions, and all other intellectual property and similar rights which subsist or will subsist now or in the future in any part of the world relating to the Rise Gymnastics Rewards, Rise Gymnastics, the System and Rise Hub owned by British Gymnastics or any member of its Group or acquired by British Gymnastics or any member of its Group from time to time.

Licence Fee: the sum of £40 (forty pounds), payable by the Deliverer to British Gymnastics in accordance with clause 4.1.

Materials: all digital templates, website formats and other documents and materials in the form set out in the Rise Activation Pack to be used by the Deliverer for the purpose of the Deliverer's Gymnastics Programme, whether bearing the distinctive format of Rise Gymnastics or otherwise, but does not include the Rise Gymnastics Rewards.

Official Delivery Partner: a partner of British Gymnastics pursuant to the terms of a legally enforceable and ongoing delivery partner agreement entered into with The British Amateur Gymnastics Association.

Partner School: a school, residing in the UK, which has completed the British Gymnastics Partner School Programme registration process and paid the associated annual subscription.

Permitted Rise Hub Users: the Deliverer's Members who are granted access by British Gymnastics to use Rise Hub on the terms of this Agreement.

Recognised Environment: a venue which is registered as the Deliverer's premises

or a satellite venue and is classed as one of the following recognised environments on the British Gymnastics Deliverer registration system: (i) a British Gymnastics (or Home Country equivalent) registered club or British Gymnastics (or Home Country equivalent) club-arranged event; (ii) a British Gymnastics (or Home Country equivalent) registered leisure centre or other British Gymnastics (or Home Country equivalent) Official Delivery Partner; (iii) an event organised, run or sanctioned by British Gymnastics or a British Gymnastics affiliated or registered organisation; or (iv) a school gymnastics session delivered by a registered Partner School, including extra-curricular gymnastics clubs.

Rise Activation Pack: any of the confidential activation packs, Rise Gymnastics Discover, Rise Gymnastics Explore or Rise Gymnastics Excel, purchased by the Deliverer from the website www.british-gymnastics.org/shop and sent to the Deliverer in hard copy setting out the operations and procedures for running Rise Gymnastics, the Materials, the Delivery Guide and related terms and conditions forming part of this Agreement, as updated from time to time by British Gymnastics.

Rise Gymnastics: a gymnastics programme intended to deliver a high quality, safe and inclusive recreational and/or development pathway, which incorporates activity award and competition, to gymnasts of the appropriate age, development stage and ability, carried on by British Gymnastics via its licenced Deliverers using the Materials and Rise Gymnastics Rewards.

Rise Gymnastics Rewards: the medals and certificates to be used as rewards for Rise Gymnastics.

Rise Hub: British Gymnastics' online software application delivered through the web-based portals, Admin Portal, Coach Portal and Home Portal, which provide access via www.british-gymnastics.org.uk/riserunway and www.british-gymnastics.org.uk/risehub for the Deliverer and the Permitted Rise Hub Users to access Rise Gymnastics and allows the Deliverer to manage the Deliverer's Gymnastics Programme.

System: the distinctive format and methods developed and implemented by British Gymnastics in connection with the delivery of Rise Gymnastics using the Intellectual Property, Confidential Information, operational procedures, specifications, and management, marketing and advertising techniques, as set out or referred to in the Rise Activation Pack.

Term: the Initial Term of this Agreement and any Renewed Term under clause 3.

Trade Marks: the trademarks and service marks listed in the Schedule and any other trademarks registered by British Gymnastics or any member of its Group in relation to Rise Gymnastics from time to time.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to

or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted. A reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provision.
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes email but not faxes.

2. LICENCE

- 2.1 In consideration of the payment of the Licence Fee and subject to clause 2.2, British Gymnastics grants the Deliverer a non-exclusive, non-transferable licence (without the right to grant sublicenses) to:
 - 2.1.1 carry on Rise Gymnastics via the Deliverer's Gymnastics Programme;
 - 2.1.2 use the Intellectual Property only in respect of the Deliverer's Gymnastics Programme; and
 - 2.1.3 use Rise Hub during the Term solely to deliver Rise Gymnastics.
- 2.2 The Deliverer shall deliver the Deliverer's Gymnastics Programme in accordance with the System to the Deliverer's Members only from a Recognised Environment during the Term and in accordance with the provisions of this Agreement and the Rise Activation Pack.
- 2.3 The Deliverer acknowledges that neither British Gymnastics nor any other member of its Group has made representations about Rise Gymnastics or Rise Hub.

3. COMMENCEMENT DATE AND TERM

- 3.1 The Initial Term of the agreement is one year from the Commencement Date (subject to earlier termination in accordance with clause 12).

- 3.2 Subject to clause 3.3, any renewal of this Agreement shall be effected automatically at the end of the Initial Term and on an annual basis thereafter (**Renewed Term**) subject to the Deliverer maintaining its status of a British Gymnastics (or Home Country equivalent) registered club, Official Delivery Partner or Partner School and confirming at the point of renewal that it continues to comply with and is not aware of any breaches of the terms of this Agreement.
- 3.3 If required by British Gymnastics, the parties will enter into a new licence agreement, which shall be in British Gymnastics' then current form of licence agreement. Any such renewal under this shall be without prejudice to the rights of British Gymnastics outstanding at the end of the Initial Term or any Renewed Term.
- 3.4 If the Deliverer continues to deliver the Deliverer's Gymnastics Programme after the end of the Initial Term without having confirmed the matters set out in clause 3.2, then it will be deemed to do so on the terms and conditions of this Agreement (or any agreement entered into by the parties under clause 3.3), save that British Gymnastics will be entitled to terminate this Agreement on giving the Deliverer one months' notice of termination.

4. **FEES**

- 4.1 On or around the date of this Agreement, the Deliverer shall pay the Licence Fee to British Gymnastics in advance in accordance with this clause 4.2. The Licence Fee is in consideration for all British Gymnastics' obligations under clause 5.
- 4.2 British Gymnastics will take your payment upon acceptance of the Deliverer's order for the Rise Gymnastics Activation Pack. The Deliverer can pay the Licence Fee using a debit card or credit card.
- 4.3 British Gymnastics will make available to the Deliverer an electronic receipt following payment of the Licence Fee.
- 4.4 The Licence Fee due under this Agreement is inclusive of VAT, which shall, where applicable, be paid by the Deliverer at the prevailing rate on the due date for payment or receipt of the relevant invoice from British Gymnastics (as may be).

5. **BRITISH GYMNASTICS' OBLIGATIONS**

- 5.1 During the Term, British Gymnastics shall:
- 5.1.1 provide the Deliverer with such know-how, advice and guidance relating to Rise Gymnastics at its discretion;
 - 5.1.2 update the Rise Activation Pack and the System from time to time and inform the Deliverer of all such updates;
 - 5.1.3 supply the Materials to the Deliverer;
 - 5.1.4 use commercially reasonable endeavours to make Rise Hub available to the Deliverer 24 hours a day, seven days a week, except for maintenance.

6. DELIVERER'S OBLIGATIONS

6.1 The Deliverer shall:

- 6.1.1 comply with the terms of the Data Sharing Agreement;
- 6.1.2 operate the Deliverer's Gymnastics Programme strictly in accordance with the Rise Activation Pack and generally to the highest standards;
- 6.1.3 introduce any improvements or modifications into the Deliverer's Gymnastics Programme when requested by British Gymnastics;
- 6.1.4 use its best endeavours to promote the Deliverer's Gymnastics Programme by using the marketing and promotional materials provided by British Gymnastics;
- 6.1.5 use its best endeavours to protect and promote goodwill in gymnastics and Rise Gymnastics, in each case in line with the following ethos:

"Gymnastics delivers fun, exciting, and challenging opportunities, which are created through positive and engaging experiences.

Every gymnast will explore a wide range of activities, movement patterns and gymnastics skills, embracing their creativity, which leads to reward at every ability level, through success and achievement.

Through learning as individuals and in groups, gymnasts will develop socially, physically, and emotionally, inspiring positive behavioural values and gaining foundation skills for life."

- 6.1.6 not do anything that could or might in the sole opinion of British Gymnastics bring Rise Gymnastics or the Group into disrepute or damage the reputation of Rise Gymnastics or the Group;
- 6.1.7 not provide any information to the media about Rise Gymnastics or the Deliverer's Gymnastics Programme without the prior written consent of British Gymnastics;
- 6.1.8 on British Gymnastics' request, provide British Gymnastics with details of any feedback or complaints it has received relating to the Materials together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by British Gymnastics about them;
- 6.1.9 only purchase and use the Rise Gymnastics Rewards for the Deliverer's Gymnastics Programme;

6.1.10 ensure that the rewards given to the Deliverer's Members in the Deliverer's Gymnastics Programme are only the Rise Gymnastics Rewards and the rewards are linked to the achievements made within reward schemes set out in the Deliverer's Gymnastics Programme.

6.2 In relation to its use of Rise Hub, the Deliverer undertakes as follows:

6.2.1 it will not use Rise Hub for any purpose other than to deliver the Deliverer's Gymnastics Programme;

6.2.2 it will not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to Rise Hub;

6.2.3 it will not allow or suffer any person who is not a Permitted Rise Hub User to access Rise Hub;

6.2.4 it shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Rise Hub and, in the event of any such unauthorised access or use, promptly notify British Gymnastics;

6.2.5 it shall ensure that all Permitted Rise Hub Users use Rise Hub in accordance with the terms and conditions of this Agreement and the Deliverer shall be responsible for any Permitted Rise Hub User's breach of this Agreement;

6.2.6 it shall not access all or any part of Rise Hub in order to build a product or service which competes with Rise Hub;

6.2.7 it shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Rise Hub available to any third party except the Permitted Rise Hub Users;

6.2.8 it shall not introduce or permit the introduction of, any Virus or Vulnerability into British Gymnastics or the Group's network and information systems; and

6.2.9 it shall not access, store, distribute or transmit any material during the course of its use of Rise Hub that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, depicts sexually explicit images, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property.

British Gymnastics reserves the right, without liability or prejudice to its other rights or those of its Group, to immediately disable the Deliverer's access to Rise Hub in the event of any breach of the provisions of this clause without notice to the Deliverer.

6.3 The Deliverer shall refrain from charging in excess of any maximum charges specified by British Gymnastics.

6.4 The Deliverer shall:

- 6.4.1 without delay, inform British Gymnastics of any possible or actual improvement or modification to Rise Gymnastics or System;
 - 6.4.2 supply British Gymnastics with such information relating to the Deliverer's Gymnastics Programme in such form and at such times as British Gymnastics may from time to time require;
 - 6.4.3 allow British Gymnastics to institute programmes for auditing customer satisfaction and/or measuring quality control issues and provide all such assistance in relation thereto as British Gymnastics shall require.
- 6.5 The Deliverer shall:
- 6.5.1 use only signs, formats and packaging in connection with the Deliverer's Gymnastics Programme as have been approved by British Gymnastics; and
 - 6.5.2 give such notices in such places as required by law and as British Gymnastics may require to the effect that the Deliverer is operating the Deliverer's Gymnastics Programme under licence from British Gymnastics.

7. EMPLOYEES AND TRAINING

In relation to the Deliverer's employees, volunteers and/or contractors who are engaged in the Deliverer's Gymnastics Programme, the Deliverer shall, at all times during the Term:

- 7.1 use sufficient number and quality of employees, volunteers and/or contractors to fulfil its obligations under this Agreement;
- 7.2 not start the Deliverer's Gymnastics Programme until its employees, volunteers and contractors have, in the reasonable opinion of British Gymnastics, successfully completed training to deliver Rise Gymnastics which shall include any coach obtaining the relevant British Gymnastics coach education to deliver the Deliverer's Gymnastics Programme in accordance with the Rise Activation Pack and to the highest standard;
- 7.3 ensure that, if any employee, volunteer or contractor does not successfully complete training, such training is repeated until it has been successfully completed; and
- 7.4 ensure that all employees, volunteers or contractors attend such further training as British Gymnastics may reasonably require.

8. COMPLIANCE

Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

9. ADVERTISING

- 9.1 British Gymnastics shall promote Rise Gymnastics in such manner and at such times

as it shall in its absolute discretion think fit and shall provide the Deliverer with such promotional display literature and other point-of-sale material as it, in its absolute discretion, thinks fit.

9.2 The Deliverer shall promote and advertise the Deliverer's Gymnastics Programme in accordance with British Gymnastics' written instructions and co-operate with British Gymnastics in relation to any special promotion or advertising campaign as British Gymnastics may require.

9.3 The Deliverer undertakes to ensure that its advertising, marketing and promotion of the Deliverer's Gymnastics Programme shall in no way reduce or diminish the reputation, image and prestige of British Gymnastics, the Group or Rise Gymnastics.

10. **INSURANCE**

10.1 If the Deliverer is registered as a Club and holds a current membership with British Gymnastics (**British Gymnastics Membership**) or Welsh Gymnastics (**WG Membership**), the Club is covered, by virtue of such registration, by the British Gymnastics membership insurance (**British Gymnastics Membership Insurance**) and will benefit from the provision of insurance provided through British Gymnastics insurance arrangements as amended from time to time and British Gymnastics will not require additional insurances to be taken out by the Club. It is the Deliverer's responsibility to check whether it is covered by any British Gymnastics Membership Insurance and if it is not covered, this Agreement may be terminated pursuant to clause 10.6.

10.2 If the Deliverer is registered as a Club and holds a current membership with Scottish Gymnastics (**SG Membership**), the Club is covered, by virtue of such registration, by the Scottish Gymnastics membership insurance (**SG Membership Insurance**) and will benefit from the provision of insurance provided through Scottish Gymnastics insurance arrangements as amended from time to time and British Gymnastics will not require additional insurances to be taken out by the Club. It is the Deliverer's responsibility to check whether it is covered by any SG Membership Insurance and if it is not covered, this Agreement may be terminated pursuant to clause 10.6.

10.3 If the Deliverer is registered as a Club, it shall ensure its British Gymnastics Membership, WG Membership or SG Membership (as the case may be) is valid, all fees payable are paid under it and that it complies at all times with all rules and/or requirements of its membership and the British Gymnastics Membership Insurance or SG Membership Insurance as each may be amended from time to time.

10.4 If the Deliverer is registered as a Club and the Club's British Gymnastics Membership Insurance, WG Membership or SG Membership Insurance lapses during the Term then the Club must immediately notify British Gymnastics.

10.5 If the Deliverer is an Official Delivery Partner or Partner School, then the Deliverer shall:

- 10.5.1 maintain in force during the term of this Agreement full and comprehensive insurance policies, relating to public liability and general commercial liability insurance cover (the **Insurance Policies**);
 - 10.5.2 shall ensure that the Insurance Policies are taken out with reputable insurers;
 - 10.5.3 ensure that the level of cover and other terms of insurance are equivalent to the insurance cover provided under the British Gymnastics Membership Insurance;
 - 10.5.4 provide copies of the Insurance Policies to British Gymnastics on request;
 - 10.5.5 comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Official Delivery Partner or Partner School is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Official Delivery Partner or Partner School shall notify British Gymnastics without delay.
- 10.6 If the Club's membership with British Gymnastics (or Home Country equivalent) is deemed as no longer registered by British Gymnastics (or Home Country equivalent) or terminates for any reason, British Gymnastics may terminate this Agreement with immediate effect.

11. **INTELLECTUAL PROPERTY**

- 11.1 British Gymnastics warrants that it is not aware of any reason why:
- 11.1.1 it might not be entitled to license the Deliverer to use the Intellectual Property;
or
 - 11.1.2 the use of the Intellectual Property by the Deliverer in accordance with the terms of this Agreement might constitute an infringement of any third party's intellectual property.
- 11.2 **Trade Mark Licence.**
- 11.2.1 British Gymnastics warrants that The British Amateur Gymnastics Association is the owner of the Trade Mark and The British Amateur Gymnastics Association may, at its discretion, on written notice to the Deliverer, delete any of the entries in the Schedule.
 - 11.2.2 British Gymnastics hereby grants to the Deliverer a non-exclusive licence to use the Trade Mark on or in relation to the delivery of the Deliverer's Gymnastics Programme for the Term.
 - 11.2.3 All Materials and Rise Gymnastics Rewards used by the Deliverer in the Territory shall carry the Trade Mark.

- 11.2.4 No other trade mark or logo may be affixed or used in relation to the Materials or the Rise Gymnastics Rewards.
- 11.2.5 The Deliverer shall not use in its business any other trade mark confusingly similar to the Trade Mark and shall not use the Trade Mark or any word confusingly similar to the Trade Mark as, or as part of, its corporate or trading name.
- 11.2.6 The Deliverer acknowledges that The British Amateur Gymnastics Association is the proprietor of the Trade Mark.
- 11.2.7 Any goodwill (and any other rights) derived from the use by the Deliverer of the Trade Mark shall automatically vest in British Gymnastics. British Gymnastics may, at any time, call for a document confirming the assignment of that goodwill (or other rights) and the Deliverer shall immediately execute it.
- 11.2.8 The Deliverer shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Trade Mark or the reputation or goodwill associated with the Trade Mark, British Gymnastics or the Group, or that may invalidate or jeopardise any registration of the Trade Mark.
- 11.2.9 The Deliverer shall not apply for, or obtain, registration of the Trade Mark for any goods or services in any country.
- 11.2.10 The Deliverer shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Trade Mark.
- 11.2.11 The Deliverer shall not, nor directly or indirectly assist any other person to:
- (a) use the Trade Mark except as permitted under this Agreement; or
 - (b) do or omit to do anything to diminish the rights of British Gymnastics or its Group in the Trade Mark or impair any registration of the Trade Mark.
- 11.3 If the Deliverer learns of any threatened or actual infringement of the Intellectual Property, or of any circumstance which suggests that the use of the Intellectual Property may infringe the intellectual property of a third party, it shall immediately inform British Gymnastics, giving all such details as British Gymnastics requests.
- 11.4 British Gymnastics shall have conduct of any proceedings by third parties against the Deliverer relating to the Intellectual Property and may take whatever action it, in its sole discretion, decides in respect of any infringement or alleged infringement of it, or arising from its use. The Deliverer shall co-operate with British Gymnastics in taking such action and British Gymnastics shall meet any reasonable expenses of the Deliverer in doing so.

11.5 The Deliverer shall:

- 11.5.1 not apply for registration of any of the Intellectual Property (or any intellectual property that is confusingly similar to the Intellectual Property) in its own name, in any part of the world, and shall at British Gymnastics' request assign to it all intellectual property rights subsisting in all know-how and materials created by the Deliverer for the purpose of conducting the Deliverer's Gymnastics Programme;
- 11.5.2 comply with the Rise Activation Pack and all requests by British Gymnastics as to the use of the Intellectual Property and the ™, © and ® symbols in relation to the Intellectual Property;
- 11.5.3 give assistance to enable British Gymnastics to register its Trade Marks, at British Gymnastics' request;
- 11.5.4 not license (or purport to license) any other person to use any of the Intellectual Property;
- 11.5.5 not do anything that may adversely affect the Intellectual Property or British Gymnastics' right or title to it; and
- 11.5.6 immediately stop using specific advertising or promotional material or packaging on receipt of a request by British Gymnastics to do so.

12. **TERMINATION**

- 12.1 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 12.1.1 the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
 - 12.1.2 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986, or takes any other step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its

obligations under the agreement has been placed in jeopardy.

- 12.2 Without limiting its other rights or remedies, British Gymnastics may terminate this Agreement with immediate effect (or following such notice period as it sees fit) by giving written notice to the Deliverer if:
- 12.2.1 the Deliverer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
 - 12.2.2 the Deliverer's employees, volunteers or contractors of the Deliverer fail to successfully complete any of the training requirements or hold the necessary qualifications as set out in this Agreement or the Rise Activation Pack;
 - 12.2.3 the Deliverer breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement;
 - 12.2.4 complaints are received by British Gymnastics (or Home Country equivalent) or any member of the Group about the quality of Rise Gymnastics provided by the Deliverer, and the Deliverer, having received notice of such complaints, fails to improve such the delivery of such programme to the reasonable satisfaction of British Gymnastics;
 - 12.2.5 the Deliverer in the opinion of British Gymnastics, does, or permits to be done, any act which might jeopardise or invalidate the registration of the Trade Marks or does any act which might assist, or give rise to, an application to remove the Trade Marks, or which might prejudice the right or title of The British Amateur Gymnastics Association to the Trade Marks;
 - 12.2.6 the Deliverer purports to assign any of the rights or licences granted under this Agreement;
 - 12.2.7 the Deliverer fails to obtain any written approval or consent of British Gymnastics as expressly required by this Agreement;
 - 12.2.8 the Deliverer (or any employee, volunteer or contractor of the Deliverer or any other person associated with the Deliverer involved in the delivery of the Deliverer's Gymnastics Programme) is convicted of a serious criminal offence;
 - 12.2.9 the Deliverer's membership with British Gymnastics (or Home Country equivalent) is deemed by British Gymnastics as no longer registered or terminates for any reason; or
 - 12.2.10 the Deliverer is in breach of any of its compliance obligations under clause 8.
- 12.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or

expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- 12.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination or expiry of this Agreement for any reason, the Deliverer shall:
- 13.1.1 immediately cease to operate the Deliverer's Gymnastics Programme;
 - 13.1.2 if British Gymnastics requests, not hold the Deliverer out as a Club or Official Delivery Partner of British Gymnastics or do anything that may indicate any relationship between the Deliverer and British Gymnastics;
 - 13.1.3 immediately stop using the Intellectual Property, including the Trade Marks;
 - 13.1.4 cease to use Rise Hub , and return or at British Gymnastics' option, destroy, (without copying) all elements of it, including all software, data, hardware and documents relating to it;
 - 13.1.5 return or at the option of British Gymnastics, destroy, all Materials;
 - 13.1.6 take all other steps and in particular execute and deliver to British Gymnastics all documents necessary to comply with its obligations under this clause 13.

14. ASSIGNMENT AND OTHER DEALINGS

- 14.1 British Gymnastics may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 14.2 The Deliverer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

15. LIMITATION OF LIABILITY

- 15.1 Nothing in this Agreement shall limit or exclude the liability of either party for:
- 15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 15.1.2 fraud or fraudulent misrepresentation; or
 - 15.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 15.2 Subject to clause 15.1 above, neither party shall under any circumstances whatever

be liable to the other, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) indirect or consequential loss.

15.3 **Indemnity.** The Deliverer shall defend, indemnify and hold harmless British Gymnastics and its Group against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Deliverer's use of Rise Hub and the Materials.

15.4 **British Gymnastics' liability.** In no event shall British Gymnastics, its Group, its employees, agents and sub-contractors be liable to the Deliverer to the extent that the alleged infringement is based on any modification or use of Rise Hub or the Materials not authorised or contrary to instructions given to the Deliverer by British Gymnastics. Subject to clause 15.1, British Gymnastics' total liability to the Deliverer for all loss or damage shall not exceed £50,000.

15.5 **No warranty.** British Gymnastics does not warrant that the Deliverer's use of Rise Hub will be uninterrupted or error-free or that the information obtained by the Deliverer through Rise Hub will meet the Deliverer's requirements or be free from Vulnerabilities or Viruses.

15.6 **No liability for electronic transfers of data.** British Gymnastics is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Deliverer acknowledges that use of Rise Hub may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

15.7 Except as expressly and specifically provided in this Agreement:

15.7.1 the Deliverer assumes sole responsibility for results obtained from its (and the Deliverer's Members) use of the Rise Activation Pack, Materials and Rise Hub, and for conclusions drawn from such use;

15.7.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

15.7.3 the Rise Activation Pack, Materials and access to Rise Hub are provided to the Deliverer on an "as is" basis.

16. NOTICE

16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address notified by a party to the other for the purposes of this clause. The email address to be used for British Gymnastics is participation@british-gymnastics.org.

16.2 Any notice shall be deemed to have been received:

16.2.1 if delivered by hand, at the time the notice is left at the proper address;

16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

16.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2.3 **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

17. CONFIDENTIALITY

17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 17.2.

17.2 Each party may disclose the other party's Confidential Information:

17.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

18. GENERAL

- 18.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.
- 18.2 This Agreement and the Data Sharing Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 18.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.5 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 18.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.8 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.9 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 18.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation

Schedule

Trade marks

Country/territory	Mark	Application or registration number	Date of filing/regn	Classes	Specification of goods or services
UK	RISE GYMNASTICS	3453277	20/12/2019	9, 14, 16, 18, 24, 25, 27, 28, 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, gymnastics mats, toys and games, education training and tuition in gymnastics.
UK	BRITISH GYMNASTICS PRESCHOOL PROFICIENCY AWARDS	3577629	16/04/2021	9, 16, 18, 24 and 41	Computer software, printed materials, bags, textiles, education training and tuition in gymnastics.
UK	BRITISH GYMNASTICS CORE PROFICIENCY AWARDS	3577618	16/04/2021	9, 16, 18, 24 and 41	Computer software, printed materials, bags, textiles, education training and tuition in gymnastics.
UK	BRITISH GYMNASTICS ADVANCED PROFICIENCY AWARDS	3577625	16/04/2021	9, 16, 18, 24 and 41	Computer software, printed materials, bags, textiles, education training and tuition in gymnastics.
UK		3576631	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.

Country/ territory	Mark	Application or registration number	Date of filing/regn	Classes	Specification of goods or services
UK		3576644	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.
UK		3576656	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.
UK		3576662	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.
UK	RISE GYMNASTICS DISCOVER	3576678	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.

Country/ territory	Mark	Application or registration number	Date of filing/regn	Classes	Specification of goods or services
UK	RISE GYMNASTICS EXCEL	3576701	16/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.
UK	RISE GYMNASTICS EXPLORE	3576686	23/04/2021	9, 14, 16, 18, 24, 25, 26, 27, 28, 38 and 41	Computer software, Jewellery and medals, printed materials, bags, textiles, clothing, embroidery and ribbons, gymnastics mats, toys and games, telecommunications services, education training and tuition in gymnastics.

This Agreement has been entered into on the date stated at the beginning of it.

Print and Sign:

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Position:.....

For and on behalf of:

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