

## **TALL SHIPS RACES (EUROPE) LIMITED HOST PORT CONTRACT**

### **Parties:**

- (1) **TALL SHIPS RACES (EUROPE) LIMITED** whose registered office is at Charles House, Gosport Marina, Mumby Road, Gosport, Hants, PO12 1AH, UK (the “Organiser”).
- (2) **KLAIPEDA CITY MUNICIPALITY** whose registered office is at Liepu st. 11, LT-91502 Klaipeda, Lithuania (the “Civic Authority”).

### **Whereas:**

- (A) The Organiser is proposing to organise a Tall Ships Race during the period summer 2017 (“the 2017 Event”) in the Baltic Sea.
- (B) The provisions of this agreement set out the terms of the arrangement between the Organiser and the Civic Authority for the Civic Authority’s participation as a Host Port for the 2017 Event.

### **Now it is hereby agreed as follows:-**

1. The Organiser confirms the selection of Klaipeda as a Host Port for the 2017 Event.
2. The Civic Authority confirms the acceptance of all the obligations responsibilities and duties as a Host Port set out in this contract, Appendices hereto and the Port Manual (together the “Host Port Contract”).
3. The Civic Authority warrants and confirms that it is capable of ensuring that the commitments of the Civic Authority in this Host Port Contract and the Port Manual are fully performed, accepts responsibility accordingly and in particular agrees to provide or procure the provision of the indemnity referred to in Appendix 1.
4. Payments:-
  - 4.1 The Civic Authority shall pay to the Organiser Port Fees, being in aggregate £125,000 (One hundred and twenty five thousand pounds sterling) (exclusive of any relevant taxes and duties) and payable in the instalments set out in Appendix 4.
  - 4.2 The Civic Authority shall pay or procure the payment of all costs, fees and expenses required to be borne or discharged by the Civic Authority pursuant to the Obligations and Undertakings in Appendix 1.

5. The Obligations and Undertakings relating to Host Ports for the 2017 Event as set out in Appendix 1 hereto shall apply to the participation of the Civic Authority in the 2017 Event.

6. Special Conditions (if any)

#### 6.1 Force Majeure

Neither party shall be responsible for any loss, damage, delay or failure in performance under this agreement resulting from circumstances comprising:

- (a) War, civil war or terrorist activity: or
- (b) Natural calamities (e.g. terrible storms, cyclones, earthquakes or flooding); or
- (c) Explosion or fire involving destruction of port buildings and / or closure of port(s): or
- (d) Strikes, lock-outs, or other industrial disputes affecting any port not brought about by the workforce of the party affected: or
- (e) Invention by government or other regulatory body or compliance with the law or government order, rule, regulation or direction, save where such compliance has been taken or initiated by the relevant party itself

arising within 6 months prior to the Race the consequences of which will materially adversely affect the performance of this Agreement, and which cannot be avoided or guarded against by the exercise of due diligence.

The party claiming to be prevented from or delayed in the performance of any of its obligations under this Agreement by reason of force majeure is required to notify the other party as soon as practicable after such circumstances have arisen and to take all responsible steps available to it to bring the force majeure event to a close and to mitigate the impact of the force majeure or find a solution by which the agreement may be performed despite the continuance of the force majeure circumstances.

**EXECUTED** at

on

**SIGNED** by

duly authorised for and on behalf of

The Organiser in the presence of:

)

)

)

.....

Director

.....

Director

**SIGNED** by

duly authorised for and on behalf of  
the Civic Authority in the

presence of:-

)

)

)

)

.....

.....

**APPENDIX 1**  
**TALL SHIPS RACES (EUROPE) LIMITED**  
**HOST PORT CONTRACT**  
**OBLIGATIONS & UNDERTAKINGS**

**1 Introduction**

- 1.1 The terms set out in this appendix (“Obligations and Undertakings”) form part of the Host Port Contract between the Organiser and the Civic Authority.
- 1.2 The Obligations and Undertakings may be referred to as such in other documents entered into from time to time between the Organiser and the Civic Authority.
- 1.3 Words and expressions used in this Appendix shall where appropriate have the meanings set out in Appendix 2 (Standard Terms) of the Host Port Contract.

**2 Civic Authority Obligations**

**2.1 Port Fees**

The Civic Authority acknowledges that the participation of the Port as a Host Port will require an obligation to pay to the Organiser Port Fees and other costs as set out in the Host Port Contract.

**2.2 Indemnities**

The Civic Authority agrees to indemnify the Organiser in relation to any claims arising from any activity or event forming part of the activities of the Event within the Port Area and on land at the Port but not arising out of the negligence or action of the Organiser or any of their representatives, agents, sub-contractors or employees.

**2.3 General**

- 2.3.1 The award of its status as a Host Port for the Event is personal to the Civic Authority, which shall not be entitled to assign the benefit of such status to any third party without the prior written consent of the Organiser.
- 2.3.2 The Civic Authority may sub-contract certain aspects of its responsibilities to such companies, organisations or individuals as the Civic Authority shall think fit provided that:-

- 2.3.2.1 the Organiser is made aware in writing in advance of the identity of such sub-contractors; and
  - 2.3.2.2 The Civic Authority irrevocably accepts full responsibility for the due performance of any of its obligations which are carried out by agents or subcontractors.
- 2.3.3 The requirements of the Civic Authority's Obligations and Undertakings may be varied by agreement between the parties hereto subject to any such changes being evidenced in writing and signed by both parties and both parties agree to act reasonably in considering the need for any such changes in the light of circumstances at or prior to the 2017 Event.

## 2.4 Facilities

The Civic Authority undertakes to provide the following facilities and is required to provide at least 12 months before the designated start of the 2017 Event and for approval by the Organiser (such approval not to be unreasonably withheld or delayed) details of the facilities, (including a map of the Port Area indicating their location, physical sizes and/or quantities (where appropriate) which are to be provided free of charge (unless otherwise stated).

### 2.4.1 Fleet facilities: (see Section 4 of the Port Manual)

- 2.4.1.2 Berthing for Class A, B, C, and D vessels
- 2.4.1.3 Pilots and tugs for those ships requiring such assistance.
- 2.4.1.4 Fuel oil bunkering (to be paid for by individual ships).
- 2.4.1.5 Lavatory, shower and laundry facilities for Class B, C, D vessels, and any Class A vessels without suitable on-board facilities, to be located in close proximity to the respective berthing area(s).
- 2.4.1.6 Fresh water supply for all ships
- 2.4.1.7 Access to public telephones and free WiFi hotspot(s) in the event area.
- 2.4.1.8 Crew Centre

2.4.1.9 Free of charge facility for the emptying of ships holding tanks for those participating vessels requiring such a service (limited to 1 emptying per vessel per host port).

**2.4.2 Social Programme** (see Section 11 of the Port Manual)

2.4.2.1 The Civic Authority undertakes to organise, provide and pay for the events listed in 2.4.2.2 to 2.4.2.7 below for Participating Ships.

2.4.2.2 Social sports and cultural activities for the trainee crews.

2.4.2.3 Trainee Crews' Party.

2.4.2.4 Crew parade and prize giving

2.4.2.5 Captains' Dinner

2.4.2.6 Afterguard Party

2.4.2.7 The Civic Authority is further required to provide details of the Social Programme at least twelve months before the start of the 2017 Event and for the approval by the Organiser, such approval not to be unreasonably withheld or delayed, a schedule and details of the events.

**2.4.3 Event Office facilities:** (see Section 5 of the Port Manual)

All offices are to be equipped with exclusive internet access, to be adjacent to each other and as close to the berthing area as possible.

2.4.3.1 An office(s) for the organiser's event management team, with sufficient space and suitable facilities for eight people, for a period of seven days

2.4.3.2 A general meeting room to hold up to 20 people for a period of seven days.

2.4.3.3 An Office for the Vessel Safety Equipment Inspection Team (if applicable)

2.4.3.4 A Cruise in Company office (if applicable)

2.4.3.5 A site for the Organiser's mobile Event office on the quayside adjacent to the B, C, and D vessels with exclusive internet access, electricity.

- 2.4.3.6 If required, an Event Administration office on the quayside adjacent to the Class B, C and D vessels. To be equipped with internet access.
  - 2.4.3.7 Sponsor(s) office accommodation for a period of seven days
  - 2.4.3.8 A booth, stall or similar all-weather facility of 20 square meters in a prominent location, accessible to the general public visiting the racing fleet, for Sail Training International and the national sail training organisation (NSTO) to promote sail training. The facility should have a power supply, lighting tables and chairs.
  - 2.4.3.9 An auditorium for the Captains' Briefing with audio visual equipment or other suitable meeting facility.
  - 2.4.3.10 Six mobile phones for local use by the Organisers' event management team, capable of receiving and making local and international calls.
  - 2.4.3.11 Use of a high speed printer & copier.
- 2.4.4 **Event management accommodation and transport during the Event:** (see Section 6 of the Port Manual)
- 2.4.4.1 A minimum of eighty-four (84) room nights of hotel accommodation (to a standard of hotel of four stars or equivalent) on a half board basis for the Organiser's event management team.
  - 2.4.4.2 Land and water transport arrangements within the Port and civic area for the Organiser's event management team. To include cars, ribs and bicycles as required whilst the event management team are in port.
  - 2.4.4.3 During the period that Participating Ships competing in the Event are in port the Civic Authority undertakes to provide at their own cost a port management team including a liaison officer for each participating ship and two for Class A ships and relevant documentation (including a Captains' Manual and Crew Handbook to the events arranged for the period the 2017 Event is in port).

**2.4.5 Event Sponsors' facilities:** (see Section 8 of the Port Manual)

- 2.4.5.1 Promotional covered space(s) for the exclusive use of the Event Sponsors (for marketing or direct sales purposes) for the duration of the Event. Such promotional spaces to have a total area of circa 225 square metres, to be delivered as one subdivided space or a number of separate units, as specified by the organiser. All such promotional spaces to include electricity, lighting, a level floor and other facilities as agreed in consultation with the organiser. Location(s) to be in high footfall areas adjacent to the Class A berthing. Size and location to reflect the status of the Event Sponsors and to be no smaller than the space provided to the Host Port Sponsors.
- 2.4.5.2 The Civic Authority will ensure that all required permits are obtained to allow the Event Sponsor(s) to promote and sell their products directly to the general public in the Event Area
- 2.4.5.3 On-site banners/signage and bunting (to be provided by and at the cost of the Event Sponsors) to be erected, maintained and taken down by the Civic Authority. Total area of on-site banner space to be given over to the Event Sponsors is set out in Clause 4.14.
- 2.4.5.4 An agreed number of VIP invitations to events organised as official functions of the Event. Such number to not exceed twenty for the Event Sponsors in respect of events planned for at least 100 persons, and otherwise to be mutually agreed.
- 2.4.5.5 An agreed number of VIP invitations to all official functions (not to exceed 15) of the Event for the Organiser's Event Management team. Such invitations to be in addition to those provided to the Event Sponsors.
- 2.4.5.6 Unrestricted access to any VIP hospitality space(s) put in place by the Civic Authority, for the Organisers representatives and representatives from the official Event Sponsor(s).



**2.4.6 Media facilities:** (see Section 9 of the Port Manual)

2.4.6.1 Media Centre to accommodate and be equipped for the anticipated number of accredited journalists and a media management staff to include at least two representatives of the Civic Authority, representatives of the Organiser, the local National Sail Training Organisation and of the Event Sponsors, together with appropriate communications facilities including 4 computers with broadband internet connection, WiFi connection and refreshments for such persons for a period of five days during the Event.

2.4.6.2 A minimum of two media boats to be available from when the first vessel arrives until one day after the Event. All media boats must be capable of at least 15 knots and of going 5 miles offshore. At least one media boat should provide a stable platform and be capable of carrying 15 photographers / journalists each for the Parade of Sail and of attending the Race start where required.

2.4.6.3 A named contact from the Civic Authority responsible for media communications activity, who will liaise with the organiser's communications manager, before, during and after the event. The named contact will ensure that the organiser's promotional messages for the activity of sail training are used in all marketing and communications activity undertaken by the Civic Authority.

2.4.6.4 A detailed media evaluation report to be delivered within three months of the conclusion of the Event

**2.5 Inspection Visit Facilities** (see Section 10 of the Port Manual)

2.5.1 Travel, hotel accommodation (to a standard of four stars or equivalent), all meals, travel and all other arrangements for up to three planning visits, by the Organisers' management team (up to 5 people). To include one Joint Host Port meeting.

2.5.2 To host a joint Host Ports meeting and provide meeting facilities on dates to be agreed with the Organiser.

## 2.6 Ship Recruitment

2.6.1 The recruitment of vessels to a Tall Ships event is the joint responsibility of the individual and collective event ports, together with the Organiser.

### 2.6.2.1 Trainees (see Section 12 of the Port Manual)

The Civic Authority shall recruit and find funding for at least 25 trainees between the age of 15 and 26 to sail on vessels taking part in the Event, such arrangements to be agreed in principle between the Organiser and the Civic Authority not less than 12 months prior to the Event. (Funding can be sourced externally from Civic Authority.

2.6.2.2 To further support the ship recruitment process, the Civic Authority is encouraged (in addition to the trainee recruitment commitment made in clause 2.6.2.1) to undertake marketing activity to attract trainees over the age of 25, who will participate in the event on a self-funded basis.

### 2.6.3 In Port Fleet Income (see Section 13 of the Port Manual)

The Civic Authority shall secure in-port income from corporate hospitality and day sailing for those ships seeking to earn in-port income.

The Civic Authority gives an assurance to provide 10 deck parties for participating ships.

2.6.4 The Civic Authority shall appoint a responsible individual and/or 3<sup>rd</sup> party company specifically to market and organise corporate hospitality and in port income. Such persons(s) will be responsible for liaison with participating vessels and the commercial representative of the Organiser

## 2.7 Branding & Identity Rules

The Civic Authority shall conform to the Event Identity Rules as set out in Appendix 3 and shall obtain approval from Sail Training International for all applications of the Event Title and/or the Event Logo.

2.7.1 The Civic Authority shall provide to the Organiser copies of all marketing materials produced along with details of

the quantity produced, location distributed and timing of use.

- 2.7.2 The Organiser reserves the right to have any materials found not to conform to the Branding and Identity Rules removed from public display or modified to conform. All costs associated with these actions will be met by the Civic Authority
- 2.7.3 Host ports are encouraged to commission videos, DVDs, books, websites and other productions and/or publications, but only on and for the event in their port and for sale or distribution only within the country of the port unless otherwise agreed with Organiser.
- 2.7.4 These productions and/or publications must include use of the Event Title and logo and the name of the organiser, each to be agreed in advance with Organiser.
- 2.7.5 Decisions on any production and/or publication on The Tall Ships Races beyond the activities in any one port are the sole responsibility of Organiser.
- 2.7.6 The Civic Authority will provide the Organiser with royalty free use of all official photographs and videos taken and recorded during the event. Such materials to be provided to the organiser during the event, as available.

## 2.8 **Management** (see Section 1 & 2 of the Port Manual)

The Civic Authority shall:

- 2.8.1 Provide a project plan and Civic Authority responsibility chart within 6 months of signing the host port contract and as a minimum to provide progress updates every six months. This project plan to include details of actions planned to deliver an event with minimal environmental impact.
- 2.8.2 keep the Organiser informed on a regular basis against both the Commercial and Fleet Check Lists of steps being taken to prepare for the Event and provide such other information as the Organiser may from time to time reasonably require and
- 2.8.3 Co-operate generally with the Organiser, Title Sponsor, other event Sponsors and other Host Ports participating in the Event in the development of their plans for the Event.

2.8.4 Within three months of the end of the Event, produce a post event report, an economic impact study and a media report that must include the elements set out in the Host Port Manual.

2.8.5 In the 12 months preceding the start of the event the Civic Authority shall submit on a monthly basis completed fleet and commercial checklists and an updated project plan for review by the Organiser who will communicate changes to be made and actions to be taken.

## 2.9 Insurance

As soon as possible after the date of the Host Port Contract, the Civic Authority undertakes to arrange guarantees as the Organiser may reasonably require for the benefit of the Organiser and/or Participating Ships and their crews, to ensure that the obligations of the Civic Authority are duly performed (or in each case provide the Organiser with evidence that all such liabilities can and will be met in other ways).

## 3. Organiser's Obligation and Undertakings

The Organiser agrees to:-

### 3.1 Plan, organise and manage the Event;

- 3.1.1 Provide an Event management team which will, inter alia, liaise with the Civic Authority management team and provide advice where appropriate and when requested on aspects of Host Port organisation and operations;
- 3.1.2 Keep the Civic Authority informed regularly as to the development of the Organiser's plans for the Event, the number of ship entries and assist the Civic Authority in promoting both the Event itself and the participation of all the Host Ports internationally; and
- 3.1.3 Provide a license for the use of the Event Logo and Title
- 3.1.4 Provide marketing and promotional information and advice and assistance to the Civic Authority in relation to the development of their plans for participation as a Host Port for the Event.
- 3.1.5 Respond within a reasonable time period to the proposals submitted to it by the Civic Authority in respect of its obligations;

- 3.1.6 Facilitate links between all the Host Ports involved in the 2017 Event to ensure mutual co-ordination and understanding and to promote the development and exchange of business and cultural opportunities;
- 3.1.7 Maintain public liability insurance of at least £10,000,000 (10 million pounds sterling) for the period that the 2017 Event and the Participating Ships are in the Port of Klaipeda.
- 3.1.8 The Organiser will provide and pay for Event paraphernalia for all crew members which will include such items as crew 'T'- shirts, badges and wristbands; and for each participating ship which will include pennants and ships' name boards and crew parade boards.
- 3.1.9 The Organiser shall produce and pay for Class Prizes (first, second and third for each of the four Classes, plus one each for 'first across the finish line' and 'first to finish on corrected time') and overall prizes for the total race series.
- 3.1.10 The organiser will publicise the event and the host port via the Sail Training International web site & social media channels, its event and general newsletters and any other relevant print or electronic communication means. The Sail Training International web site will include a link to the host port's own web site to encourage viewing traffic between the two sites

#### **4. Sponsorship**

- 4.1 The Civic Authority acknowledges that the Organiser has the sole and exclusive rights to all intellectual property rights pertaining to the Event, the Event Title and the Event Logo and the Organiser hereby licences the Civic Authority to use the Event Title and the Event Logo for the purposes set out in paragraphs 4.9 and 4.10 below.
- 4.2 The Organiser shall have the right to appoint a Title Sponsor, and other overall event sponsors.
- 4.3 The Organiser reserves the right to change the Event Title and/or the Event Logo at any time up to the start of the event.
- 4.4 The Civic Authority is authorised to arrange its own Port Sponsors subject to the Organiser's prior written approval (not to be unreasonably withheld or delayed) and provided that the goods and services being promoted by such Port Sponsors shall not include alcohol spirits, tobacco products, military/defence or gambling related products and services,

or compete with the interests of the Event Sponsor(s). The official designation of such port sponsors shall comply with section five of the Branding & Identity rules.

- 4.5 The Civic Authority is authorised to produce its own individual event programmes and advertisements (content, design, etc. being subject to the Organiser's approval, not to be unreasonably withheld or delayed). If an official event programme is produced, the Civic Authority will offer three pages of promotional space for use by the organiser.
- 4.6 The Organiser shall have the sole right to appoint Event Sponsors
- 4.7 The Civic Authority does not have the right to appoint sponsors to the overall Event and must ensure that any port sponsor does not represent itself as sponsoring the entire Event.
- 4.8 The Organiser reserves the right to block the appointment of a port sponsor where there is a pertaining conflict of interest such as professional competition and affiliations with an Event Sponsor. The Civic Authority must notify the Organiser of all sponsorship agreements and provide details of the contractual terms in English prior to signing any such agreement.
- 4.9 No event or other title or logo may be used in connection with the Event other than the official Event Title and Event Logo in the manner provided for in Appendix 3 of the contract.
- 4.10 The Event Title and Event Logo (with reference to all Event Sponsors) must be used on all promotional material including advertisements in all media forms including the internet.
- 4.11 The Event Title and Event Logo (with reference to all Event Sponsors) must be used on flags, T-shirts and other merchandise relating to the Event.
- 4.12 All Event Sponsors must always be identified on all materials issued, licensed or sanctioned by the Civic Authority in connection with the Event including all advertisements and social media (designs to be approved in advance by the Organiser – not to be unreasonably withheld or delayed – the identity of the Event, must always predominate and take precedence over the identity of local Port Sponsors).
- 4.13 The Civic Authority shall provide the Organiser with a branding map that clearly identifies the spaces and dimensions in the Port Area that are available for banners

and other forms of promotional branding. Such a branding map to be provided at least six months prior to the event.

- 4.14 The Organiser shall receive no less than 40% of the defined banner and outdoor promotional space by area and number available in each host port for its own use and that of the Event Sponsors. The defined space and locations to be agreed with the Organiser at least 6 months prior to the start of the event. Any breaking of this requirement may result in items being removed at the Civic Authority's cost.
- 4.15 No single Host Port Sponsor is to receive more than ten percent (10%), unless agreed with the Organiser, of the defined space and locations of banners/signage by area and number.
- 4.16 The Organiser reserves the right for trophies to be awarded by Event Sponsors during the Event at the Host Port.
- 4.17 The Organiser retains all rights to produce and sell official merchandise for the event unless agreed otherwise in writing.

## APPENDIX 2

### TALL SHIPS RACES (EUROPE) LIMITED

#### HOST PORT CONTRACT

#### STANDARD TERMS

#### INDEX

- 1 Introduction
- 2 Definitions
- 3 General
- 4 Governing Law, Language and Arbitration

#### 1 Introduction

- 1.1 The terms set out in this appendix (“the Standard Terms”) form part of this contract between Tall Ships Races (Europe) Limited (“the Organiser”) and the Civic Authority.
- 1.2 The Standard Terms may be referred to as such in other documents entered into from time to time between the Organiser and the Civic Authority.

#### 2 Definitions

- 2.1 For the purposes of the Host Port Contracts incorporating these Standard Terms and the Port Manual and any other documents referred to in these Standard Terms:-

<b>“Civic Authority”</b>	Klaipeda City Municipality;
<b>“Commercial and Fleet Check Lists”</b>	the documents set out in Appendix 6 to the Port Manual setting out actions required by the Port and Facilities and Events to be provided by the Port in connection with the Event;
<b>“Event or “2017 Event”</b>	The Tall Ships Races referred to in the Host Port Contract
<b>“Event Logo(s)”</b>	any device or mark, adopted for the Event;



<b>“Event Sponsor”</b>	any sponsor of the Event appointed by the Organiser;
<b>“Event Title”</b>	“The Tall Ships Races 2017” Sub-title: “Organised by Sail Training International” or such other title as may be agreed by the Organiser and Sponsors;
<b>“Host Port Contract”</b>	the Particulars of Contract entered into between the Organiser and the Civic Authority (together with all Appendices thereto and the Port Manual) relating to the Event;
<b>“Host Port(s)”</b>	the Port and all other ports selected by the Organiser as Host Ports for the Event in any designated sea area in any year;
<b>“Obligations and Undertakings”</b>	the obligations and undertakings by the Organiser and the Civic Authority set out in Appendix 1 of the Host Port Contract;
<b>“Organiser”</b>	Tall Ships Races (Europe) Limited;
<b>“Participating Ships”</b>	all ships accepted for entry into the Event by the Organiser;
<b>“Port Area”</b>	all or any part of the space determined by the Civic Authority for docking or berthing by Participating Ships such area to be agreed between the Civic Authority and the Organiser and designated on a map initialled by both parties;
<b>“Port Fees”</b>	the fees payable by the Civic Authority to the Organiser in accordance with the terms of the Host Port Contract;
<b>“Port Manual”</b>	The Port Manual issued by the Organiser which may be updated from time to time after consultation with the Civic Authority
<b>“Port Sponsor”</b>	any Sponsor with whom the Civic Authority enters into sponsorship arrangements relating to the Event;
<b>“Port”</b>	the Port of Klaipeda;
<b>“Pre-Event Period”</b>	the period between the date of this agreement and the commencement of the Event;

- 2.2 Any words and expressions used in the Host Port Contract defined in the Port Manual but not defined in these Standard Terms shall bear the meanings set out in the Port Manual.

### **3 General**

- 3.1 Except where specifically stated otherwise the parties shall pay their own costs in connection with and incidental to the Host Port Contract.
- 3.2 Any notice or other document to be given under the Host Port Contract may be given by delivering it by hand or sending it by prepaid post to the other party at the address for the time being set out in this Agreement or such other address as it may have notified to the other party in writing from time to time. Any notice or document delivered by hand shall be deemed to be served upon delivery and if sent by post shall be deemed to be served seven days after posting.
- 3.3 The exercise of or failure to exercise any right conferred by the Host Port Contract or hereunder shall not constitute a waiver of that or any other right or remedy available to that party.
- 3.4 If any provision of the Host Port Contract or these Standard Terms is held by any court or arbitrator to be invalid or unenforceable in whole or in part, the Host Port Contract or these Standard Terms as the case may be shall continue to be valid as to its other provisions and where appropriate the remainder of the affected provision.
- 3.5 No partnership or agency relationship is created by these Standard Terms or the Host Port Contract and no party shall have power or authority to enter into any commitment or obligations on behalf of any other party.

### **4 Governing Law, Language and Arbitration**

In view of the need for consistency, and unless otherwise agreed in writing:-

- 4.1 The Host Port Contract and the Standard Terms and any other Appendix and the Port Manual shall be governed by and construed in accordance with English law and all disputes shall be referred to arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) terms correct at the relevant time, and where the claim does not exceed the sum of US\$50,000 (fifty thousand US dollars) such arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the relevant time; and

4.2 The English language version of the Host Port Contract shall prevail over any translation of their terms made for any purpose.

## APPENDIX 3

(Example Only)

### TALL SHIPS RACES (EUROPE) LIMITED

#### HOST PORT CONTRACT

#### BRANDING AND IDENTITY RULES FOR

# THE TALL SHIPS RACES

## 1 INTRODUCTION

A key element of the 'equity' Sail Training International has in [The Tall Ships Races](#) is their identity. This has a considerable value that we must protect, to the benefit of the events themselves and everyone involved with them: notably participating host ports and sail training vessels. To provide this protection, it is critical that Sail Training International and contracted host ports comply with certain rules and guidelines governing the identity of the Races and how this is expressed in promotional, informational and other materials.

Identity, so far as these materials are concerned, is embodied in the Title, Sub-Title(s), and Logo of the Races. This section of the Host Port Manual sets out how these elements are to be used in any materials relating to the Races. It also deals with the relationship that must exist between the identity of the Races and that of local port interests (e.g. port sponsors).

**PLEASE NOTE THAT ANY DEVIATIONS FROM THE GUIDELINES MUST BE APPROVED IN ADVANCE AND IN WRITING BY SAIL TRAINING INTERNATIONAL, AND ALL MATERIALS USING THE IDENTITY OF [THE TALL SHIPS RACES](#) MUST BE APPROVED IN ADVANCE BY SAIL TRAINING INTERNATIONAL.**

## 2 TITLE AND SUB-TITLE(S)

The title of the event is **[THE TALL SHIPS RACES](#)**.

It is also permissible to add the year: e.g. **[THE TALL SHIPS RACES 2010](#)**.

The main sub-title is: *Presented by 'sponsor name' (Only when a presenting sponsor is in place)*

The second sub-title is: *Organised by Sail Training International*

The typeface that must be used for the Title (when not used in the logo) is Universe 67 Condensed Bold typeface.

The typeface that must be used for the main sub-title (when not used in the logo) is Universe 57 Condensed typeface.

The size ratio between the title of the event, the main sub-title and second sub title should be as shown in illustration 1.

Guidelines for the use of the title and sub-titles on print, banners, merchandise, etc are given in Section 4 overleaf.

# THE TALL SHIPS RACES

Organised by Sail Training International

Illustration 1

## 3 LOGO

The logo for **The Tall Ships Races** is a registered trade mark (illustration 2). Host ports will be licensed to use the logo on certain conditions, and these include assisting in the protection of it from use by any other party not sub-licensed to use it, or abuse by anyone.

The logo design within the context of this registered trade mark permits a modification to give a host port choice and an opportunity to make it more local to the host city / port.

The font used in the logo is **Helvetica Neue Condensed Bold**

Guidelines for the use of the logo on print, banners, merchandise, etc are given in Section 4 below



Illustration 2

### 3.1 Main logo design

The official logo for the Races series in any one year, for use on materials that promote the Races series as a whole is; (see illustration 3)



Illustration 3

This may be used without the tab at the bottom when used in conjunction with the title and main sub-title (see illustration 4)



## THE TALL SHIPS RACES

Presented by 'Sponsor Name'

Organised by Sail Training International

Illustration 4

### 3.2 Customised logo design

The logo may also be customised to include a local host city / port logo or some other emblem or design, see Illustration 5. Note that this version includes the year of [The Tall Ships Races](#) series in the title included in the logo.



Illustration 5

If required, the name of the port, with or without the dates of the official days of the Event, should be underneath or to one side of the logo and in a type size no bigger than that used in the logo.

## 4 GUIDELINES FOR USE OF THE TITLE, SUB-TITLE(S) AND LOGO

Host ports must use the title and sub-titles or the logo for [The Tall Ships Races](#) on all materials relating to the Races and are encouraged to use both.

The title may be used without the subtitles only if it is used in conjunction with the logo.

The title and sub-titles and / or the logo must be used prominently on all materials and must be superior to any other identities or logos (e.g. of host port sponsors).

#### 4.1 Advertising

We encourage the use of the title [THE TALL SHIPS RACES](#) in the headlines for advertisements in print media; but this is not mandatory. However, any such advertisements in relation to the Races must include prominent reference in at least the text, or a 'signature' paragraph at the bottom of the advertisement, to the title and sub-titles:

**THE TALL SHIPS RACES**  
Presented by 'Sponsor Name'  
Organised by Sail Training International

The Race Logo must be prominent in advertisements.

#### 4.2 Banners and Signage

Banners and Signage for the Races must include the title and sub-titles, as above. Prominent use of the Race Logo on Banners and Signage is also encouraged. The background colour for all Banners and Signage must be white or blue - Pantone 280.

#### 4.3 Posters and Print

The title and sub-titles of the Races must be used on all posters and in other print in a prominent position, and ideally in headlines (where applicable). Prominent use of the Race Logo on Posters and other Print is also encouraged. The background colour for all Posters and Print must be white or blue - [Pantone 280](#).

#### 4.4 Press Releases

The use of the title of the Races in Press Release headlines is encouraged, but not mandatory. The use of the title and sub-titles in the text of Press Releases is mandatory. As well as appearing in the text they must appear prominently at the foot of Press Releases as follows: [THE TALL SHIPS RACES are presented by 'sponsor name' and organised by Sail Training International](#).

Prominent use of the Race Logo at the header of Press Releases is also encouraged.

#### 4.5 Internet / Web-sites

[www.tallshipsraces.com](http://www.tallshipsraces.com) is owned and operated by Sail Training International and must be the main web-site for [The Tall Ships Races](#) in any year. Host ports are not permitted to set up joint web-sites to rival this web-site; but are encouraged to set up port-specific web-sites with prominent hyperlinks to [www.tallshipsraces.com](http://www.tallshipsraces.com)

Port-specific web-sites should be prominently identified on the Home Page with the Races, e.g.: [HARTLEPOOL: HOST PORT FOR THE TALL SHIPS RACES 2010](#)

The Home Page must also include the sub-titles for the Races, following the same rules as for Press Releases.

Prominent use of the Race Logo on web-site Home Pages is also encouraged.

#### 4.6 Merchandise

Host ports are encouraged to sub-licence use of the title, sub-titles and Race Logo of [The Tall Ships Races](#) for use on merchandise for sale to the public. Any such sub-licence is subject to the rules contained herein. Merchandise must include prominent use of the title and sub-titles or the Race Logo. Use of the title, sub-titles and Race Logo is encouraged. All Designs must be

submitted to Sail Training International for approval in advance.

## **5 USE OF THE IDENTITY OF THE TALL SHIPS RACES WITH OTHER IDENTITIES / LOGOS**

***The identity of *The Tall Ships Races*, either through use of its title and sub-titles, or the Race Logo, or a combination of these elements, MUST predominate on all materials produced by a host port, its sub-licensees and its port sponsors unless otherwise agreed in advance and in writing by Sail Training International.***

It is recognised that local port sponsors will also feature on some materials in connection with the Races. Unless otherwise approved a maximum of five such logos will be permitted. In all cases, such logos must never individually exceed 25 per cent of the surface area of the official Race Logo used on the same materials, and collectively shall not exceed 60 per cent of the signage available in a host port.

Logos of local / port sponsors may not be identified as 'Sponsor', 'Chief Sponsor', 'Main Sponsor', etc, or in any way that could be confused with a sponsor of the Races; but may be identified as a 'Port Sponsor', 'Chief Port Sponsor', 'Main Port Sponsor', etc.



## APPENDIX 4

### TALL SHIPS RACES (EUROPE) LIMITED

#### HOST PORT CONTRACT

#### PAYMENT SCHEDULE

**A. Port Fees:**

- 1 £35,000 (Thirty five thousand pounds sterling) within 30 days of signing the contract as a host port for The Tall Ships Races 2017.
- 2 Three separate instalments of £30,000 (Thirty thousand pounds sterling) on or before  
31<sup>st</sup> March 2015  
31<sup>st</sup> March 2016  
31<sup>st</sup> March 2017

**B. Inspection Visit Cost**

Ad hoc invoices in respect of travel arrangements as per Appendix 1 Section 2.5.

- C.** All invoices are to be paid in pounds sterling within 30 days of date of invoice by direct money transfer into the bank account of the Organiser.