

**WORLD
SQUASH**

WSF

WOMEN'S WORLD TEAM CHAMPIONSHIP HOST TENDER INFORMATION 2020

- The WSF Women's World Team Championship, comprising ties between three-woman teams from Member Nations is the ultimate national women's representative title.
- It generates truly worldwide TV and general media coverage beginning with the championship announcement and continuing both internationally and locally until the start of the Championship and then throughout the championship itself.
- TV programming and streaming can ensure that the action is seen widely across the world. To this is added written media, websites and radio coverage generated by the World Squash Media Service.
- An iconic, sporting, entertainment, shopping mall or other style of venue can be used for the all glass court, providing an eye catching staging alongside the well appointed centre featuring a minimum of seven courts used to stage the championship.
- Local, national and international promotions can be mounted as a lead-in and during the Championship.
- Guest entertainment can be incorporated.
- Display and Exhibition options will be available at the venues.
- A great tool for promoting squash in the country / region.



THE CHAMPIONSHIP

WSF is offering the hosting rights for the Women's World Team Championship for 2020.

NOTES

- ❖ Rights are offered to WSF Full Members at the time of application and ongoing until the championship takes place.
- ❖ Rights can only be offered where the bid is endorsed by the respective national federation.
- ❖ This general outline does not form part of the agreement terms which follow.
- ❖ Rights are offered for specific host sites (venue/s) as nominated by the tendering member host association.
- ❖ Rights cannot be offered to a member where no specific venues and proposed accommodation are detailed.
- ❖ Rights will be automatically withdrawn and re-submission required should the specified venue/s be withdrawn.
- ❖ The Tender Application Form, accompanied by the 50% Rights Fee payment, must be used to bid.

GENERAL INFORMATION

1 DRAW SIZE

The Women's World Team Championship Finals feature a maximum 32 nation draw. Play takes place in two stages starting with pools and then moving into a knock-out phase. Play-offs are featured so all nations play throughout.

2 ENTRY

All WSF Full Member Nations are invited to enter the team championship six months before the start of Championship. This is followed by a one month period allowing Member Nations to withdraw without being penalised. The entry fee is required five months prior to the start date.

If the full entry fee is not paid by a final deadline specified by the WSF the Entry shall be cancelled. The whole of the entry fee, which for this Championship is set to a maximum of GB£ 4250 per team, is retained by the Championship host.

The entry fee will be paid to the host minus a retention (15% of the total team entry fees. The balance shall be paid to the host after successful completion of the Championship.

3 CHAMPIONSHIP DATES

WSF will agree dates with the host and WSA during the allocated "window" of last week in November and the first week in December; unless all parties agree to an alternative period.

4 MEDIA ARRANGEMENTS

The host will arrange TV coverage and retain domestic (national) rights for this. WSF will retain all other TV and all other moving image rights. WSF will distribute the programming directly from the SquashTV production, if that company is used. If an alternate source is arranged the host will need to edit and ensure commentary/graphics are of a suitable quality to enable international distribution. WSF will also provide the streaming platform using the feed provided by the host.

WSF provides the services of the World Squash Media Director to co-ordinate media activity and international media attendance in advance of the Championship. The host is required to employ him to invite international media prior to the Championship and act as Host Media Director on-site during the Championship to co-ordinate media activity. His fee is paid by the WSF, travel, hotel and other expenses by the host.

5 MEDIA BENEFITS

Visibility benefits include:

- (a) International TV distribution
- (b) Streaming service of all-glass court matches.
- (c) Full international media service for international agencies, newspapers, websites etc to provide worldwide coverage to announce the Championship, seedings etc. and provide results throughout the Championship itself.
- (d) Championship logo in host style, poster, court signage, venue promotion, brochure, guest entertainment etc. Additional benefits include consumer promotions, competitions etc.

6 PRIZE MONEY

Prize money may be offered optionally if previously agreed with the WSF.

7 VENUES

The venues proposed must provide a suitable arena to project the image of world squash and be a fitting location for a world Championship. Club venues should be of a good standard and have quality facilities for players, press officials and public, plus space for business hospitality, trade exhibitions and public/player catering.

A permanent show court or demountable all-glass court must be used for the quarter-finals, semi-finals and final of the Championship. The court must be WSF Complete Court Accredited and Complete Court Registered if built during 2013 onwards and have seating for 500+ spectators.

8 WSF RIGHTS FEES

The rights fees payable by the host to WSF for the WSF Women's World Team Championship 2020 is GB£ 7960, 50% is payable at the time of tender submission, with the balance due within 60 days of tender acceptance. In the event of the tender not being accepted, the 50% paid will be returned to the tenderer in full.

AN OUTLINE OF COSTS

A. INTERNATIONAL COSTS

International / major costs can be summarised as follows:

Championship Rights Fee	GB£ 7960
Hotel (Assume 3 twin-bedded rooms per team throughout the championship, on bed and breakfast basis. Some teams may request more or less accommodation as well as single rooms if available)	At cost
Television / streaming filming	At cost
Media Management	At cost
International Media (Minimum 2 twin-bedded rooms, meals, but not travel, for up to 4 international journalists/ photographers)	At cost
WSF Referees (Travel**, daily allowance and meals for the applicable number of WSF Referees)*	At cost
WSF Technical Delegate (Travel**, room, meals but no daily allowance)	At cost
WSF Media Director (Travel**, room, meals and agreed fee)	At cost
WSF Representative Official representative of the WSF at ceremonies and functions (room and meals only)	At cost

* Other overseas referees are likely to be required on a hotel + meals basis.

** Flights are economy class

B. STAGING COSTS

Staging costs will all be the responsibility of host dependent upon style and include venue, all-glass court, seating etc, management, general administration, promotion, catering and printing.

The costs are expected, though not limited, to the following general areas:

1. Championship management staff and match officials
2. Full Outside Broadcast (OB) standard filming of a minimum of semi finals and final; streaming for all rounds on the glass court.
3. Championship functions
4. Venue hire charges
5. Venue facility and presentation costs
6. Venue dressing (including promotional and general signage)
7. Glass Court rental and transport / installation
8. Seating hire for venue
9. Media facilities
10. Business and communication equipment hire and usage
11. Player and official (local) transport
12. Championship trophies / mementoes (excluding WSF perpetual champions trophy and Gold / Silver / Bronze medals which will be delivered/provided by the WSF)
13. Medical costs
14. Ticket production
15. Insurance cover

WSF WORLD CHAMPIONSHIP HOSTING AGREEMENT

CHAMPIONSHIP TITLE:

LICENSOR: World Squash Federation, 25 Russell Street, Hastings, TN34 1QU, United Kingdom

AGREEMENT TERMS: To be reaffirmed in the WSF Tender Application Form for this Championship

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPERTATIONS

1.1. In this Agreement the following expressions have the following meanings:

"ADVERTISING SITES"	All fixed and non-fixed poster, electronic, scoreboard, display and other advertising sites and hoardings at the Venue on which advertising may be shown prior to and during Championships;
"COMMENCEMENT DATE"	The date of signature by both parties of this Agreement;
"THE CONTRACTS"	Contracts or arrangements entered into by Licensee during the Licence Period in the course of its exploitation of the Rights or any part thereof;
"CHAMPIONSHIP"	The WSF World Championship staged at the nominated venue/s in the denoted year;
"CHAMPIONSHIP MARKS"	All marks, logos, titles and other industrial and intellectual property rights relating to the Championship including without limitation copyright, patents, trade marks, service marks, domain names, registered designs, the names of the Championship and the logos of the Championship;
"EXPLOITATION PARTNERS"	Any individual or company with whom Licensee contracts in relation to the exploitation of the Rights or any agent or representative of Licensee authorised by Licensee to carry out certain promotional and other activities in relation to Licensee's exploitation of the Rights in accordance with the terms of this agreement;
"LICENCE FEE"	The rights fee payable by Licensee to Licensor in respect of the Rights granted pursuant to this Agreement;
"LICENCE PERIOD"	The period beginning on the Commencement Date and ending on the day after the Finals day of the Championship subject to earlier termination or extension in accordance with the provisions of this Agreement;
"LICENSOR MARKS"	The name "World Squash Federation", the name "WSF" and any logo or other designation in use by Licensor from time to time;
"PLAYERS"	The players who compete in the Championship;
"RECORDINGS"	Any audio and/or visual coverage of the Championship as recorded or distributed in any media whether now known or created in the future;
"RIGHTS FEE"	The Fee payable to Licensor by Licensee pursuant to this Agreement;
"SPORT"	The sport of squash;

"STAGING COSTS"	In relation to the Championship any and all reasonable organisation, administration, running, management and promotional costs including but not limited to venue and seating hire, hire of courts, local transportation of Players and officials, fees, expenses and accommodation of Championship officials (including the WSF appointed Technical Delegate who shall also have international travel to the Championship paid), provision of TV coverage of the last two rounds to international broadcast standard and free availability of international feed in accordance with the WSF TV agreement, costs of functions agreed by Licensee and costs of Championship insurance and any other staging, organisational, management and exploitation costs, subject to Licensee's prior approval not to be unreasonably withheld and delayed;
"TERRITORY"	The World;
"VENUE"	Any location at which the Championship is staged;
"WSF"	World Squash Federation;
"WSF RULES"	The WSF World Championship Regulations as published and notified to Licensee as may be varied by Licensor in its sole and absolute authority from time to time, provided that Licensee is given reasonable prior notice of any such variation.

- 1.2. The singular includes the plural and vice versa and any gender includes any gender.
- 1.3. The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. GRANT OF RIGHTS

- 2.1. The contract period begins on 1st January 2020 and ends on 31st December 2020 subject to earlier termination in accordance with the provisions of this Agreement.
- 2.2. In consideration of the payment by Licensee to Licensor of the rights sum payable detailed in Clause 3 WSF hereby grants to Licensee the exclusive right to stage and promote the WSF Women's World Team Championship, "The Championship", in the contract year in accordance with the terms of the agreement and complying with the WSF World Championship Regulations. Championship dates to be as determined by Licensor, who shall use best endeavours to accommodate preferences of Licensee.
- 2.3. The exclusive right to exploit all advertising, marketing, promotional and sponsorship opportunities relating to the Championship, including, without limitation, in all spectators' areas and courts at the Championship, advertising sites, programme advertising; player, match and Championship sponsorship and off-line / interactive and web advertising.
- 2.4. The right to use a sponsor name as a prefix to the Championship title i.e. (company name) WSF Women's World Team Championship, subject to Licensor's approval not to be unreasonably withheld.
- 2.5. The exclusive right to exploit all catering, corporate hospitality and ticketing opportunities relating to the Championship.
- 2.6. The exclusive right to manufacture, distribute or sell or authorise others to so manufacture, distribute or sell Licensed Products featuring one or more of the Championship marks, provided that mutually acceptable quality standards shall be agreed in advance with Licensor, and to organise competitions and promotions using such Championship Marks.
- 2.7. The exclusive right to select venue/s for the Championship in consultation with and approval of Licensor provided that Licensor shall not unreasonably withhold or delay such agreement.
- 2.8. The exclusive right during the Licence Period to use, and to authorise third parties to use, all Championship Marks to the extent required to enable Licensee to exercise the Rights.

- 2.9. The non-exclusive licence to use Licensor Marks subject to the prior written approval of Licensor, such approval not to be unreasonably withheld, at all times undertaking not to alter, tamper or deface Licensor Marks.
- 2.10. The exclusive right to create any mascots, devices, legends or trademarks or logos in relation to the Championship subject to Licensor's approval not to be unreasonably withheld.
- 2.11. Licensor shall not during the Licence Period, grant to any third party or itself exploit the Championship Rights or any part thereof.
- 2.12. The non-exclusive right to exploit all data, statistics, information and archive material of any nature owned or controlled by WSF and made available to Licensee in relation to the agreement.
- 2.13. The Licensor reserves the right to alter the Licensee obligations listed in item 4 up to 12 months before Championship commencement, in the case of earlier signing of hosting agreements.

3. LICENSOR'S OBLIGATIONS

- 3.1. Licensor shall throughout the Licence Period co-operate to the fullest extent with Licensee to facilitate the production, staging and promotion of the Championship to the standard of a recognised international sporting Championship of first class quality in accordance with applicable WSF Rules.
- 3.2. Licensor shall distribute a one hour international TV highlights programme based upon local footage supplied by Licensee in accordance with clause 4.10, Licensor shall also provide the website platform for the Licensee feed for streaming for general viewing in accordance with requirements in 4.10.
- 3.3. Licensor will provide a full international reporting service to agencies, news media and squash news websites. This shall include major announcements in advance of the Championship.
- 3.4. Licensor shall during the Licence Period upon request supply to Licensee on a regular basis such data, statistics and information relating to the Championship (including without limitation, data, statistics and information relating to the Players which Licensor has a right to so supply and make available) and any relevant related material (including, without limitation, archive material of Championships controlled by Licensor which have taken place in previous years which Licensor has the right to so supply) for the use by Licensee in connection with the exercise of the Rights. Where Licensor does not have the right to supply any such material it shall reasonably co-operate with Licensee in procuring the relevant rights for Licensee from the holder of such rights.
- 3.5. Licensor will consult with Licensee as soon as reasonably practicable to agree a date for the Championship.
- 3.6. Licensor will use reasonable endeavours to ensure that all aspects of Licensee visibility and promotion are maximised in respect of all elements of this agreement.

4. LICENSEE OBLIGATIONS

- 4.1. Licensee agrees to fulfil the terms and requirements of the WSF World Championship Regulations and Rules current at the time of tender and updated thereafter prior to the Championship (see 2.12 also).
- 4.2. Licensee agrees to pay all staging, marketing, promotional, and administrative costs of the Championship.
- 4.3. Licensee agrees to provide hotel accommodation and breakfast for competitors and in a minimum three star hotel with air-conditioned rooms all other costs as detailed in the WSF Rules applicable to this Championship.
- 4.4. Licensee will arrange and provide an Opening Ceremony/Function for all participating teams and officials; together with a closing function held after the finals (unless agreed otherwise by the Licensor) in accordance with WSF World Championship Regulations. The latter shall include a full meal service.
- 4.5. Provision of a minimum of two twin rooms and full board (not flights) for international squash journalists/photographers and a further single room for the WSF Official Representative nominated by Licensor throughout the Championship.
- 4.6. Provision of flights, rooms, full board and WSF stipulated other general expenses for Licensor nominated WSF Referees for the duration of the Championship in accordance with the WSF TPA (Tournament Promoter Agreement – Referee provisions).

- 4.7. Provision of an international flight, a single room and full board for Licensor's Technical Delegate for the duration of the Championship, together with any agreed preparation days and flight / full board for any agreed pre-Championship visits by a Licensor appointed person. At the discretion of Licensor, this would be expected to include an initial inspection / briefing visit by the appointed Technical Delegate / a WSF representative prior to awarding the Championship. Licensor may also decide to send an additional person to accompany the Technical Delegate, provisionally a WSF office liaison. The costs of this person would be borne by the Licensor.
- 4.8. Licensee agrees to arrange and pay all associated costs for at least 4 random anti-doping tests to be conducted at the Championship by an IOC authorised Doping Control Officer; and ensures that all officials appointed locally with responsibilities for the Championship formally accept the WSF Anti-Doping Rules.
- 4.9. Licensee agrees to stage all Championship matches on nominated courts that are built to WSF specifications, Registered if applicable and have all components fully accredited as tendered in accordance with WSF Rules, including a fully transparent court with seating for a minimum of 500 spectators in a manner suitable for television filming for the semi finals onwards.
- 4.10. Licensee agrees to co-ordinate broadcast arrangements as follows:
 - 4.10.1. To ensure outside broadcast standard (minimum four camera) production of Recordings of the semi finals and final of the Championship with a free feed of all national television coverage arranged for the Licensor who may wish to market programmes worldwide. The production company to be used is at the discretion of the Host based upon the requirements listed in Appendix 1 and are subject to WSF Approval.
 - 4.10.2. Licensee will also provide a high quality streaming feed to the Championship website or WSF website at Licensor discretion for all matches on the main show court each day, either using the broadcast feed from 4.10.1 or a specific high standard production, which may feature one main camera if desired on days prior to full broadcast days.
- 4.11. Licensee agrees and undertakes that in staging the Championship it shall afford the following exposure to Licensor and shall:
 - 4.11.1. provide up to ten prime position seats for Licensor or its guests at all matches during Championships;
 - 4.11.2. ensure that Licensor shall be visibly represented at all prize-givings (and present the WSF Championship perpetual trophy) and functions at Championships; and that the Licensor Mark be used prominently on all Championship materials along with other Licensor agreed Marks e.g. official ball, as notified as required;
 - 4.11.3. display Licensor's message on a page near the front of the Championship programme and one full colour page for Licensor's use - artwork to be provided by Licensor;
 - 4.11.4. provide one exhibition space in a prime position measuring at least 3 metres by 3 metres at the Championship free of charge for Licensor use, if required;
 - 4.11.5. display Licensor's supplied Marks on the tin of each match court. Licensor shall have the right to utilise the two furthestmost right spaces on the Venue court tins to a maximum width of six feet for the display of tin stickers and elsewhere in the Venue where matches are staged, where practicable and free of charge, provided that the content and extent of such signage excepting upon the tin shall be subject to Licensee's prior approval;
 - 4.11.6. Licensee shall secure and maintain, at their own expense, Public Liability insurance and general insurance to cover the risk of death, personal injury or other loss to spectators, players, referees, employees, agents or officials of WSF arising out of the Championship.
- 4.12. Licensee agrees to use Tournament Software programme for the computer generation of information, results etc. This shall be provided without charge by Licensor.
- 4.13. A WSF approved 3-Referee electronic system must be used for all matches played on all-glass courts; and are encouraged to be used for other matches in addition. For glass court matches the system linkage to public screens to be utilised for display of decisions.

- 4.14. For matches played on the all-glass court where broadcast is arranged in accordance with 4.10 the approved methodology to provide a Television Match Official (TMO) operation must be incorporated.
- 4.15. The WSF respective World Championships website must be utilised for the Championship.

5. CONSIDERATION

- 5.1. In consideration of the grant to Licensee of the Agreement Rights, Licensee agrees to pay WSF the following fees:
Rights Fees: 7 960 sum
50% to accompany the completed agreement form, the balance of 50% being required to reach Licensor no later than 60 days after the Championship is awarded to Licensee.
- 5.2. All Licensee payments shall be subject to a 2% late payment fee to be added to the principal sum for each week or part thereof when not received by the deadline.
- 5.3. Licensor will remit team entry fees to Licensee in a timely manner, excepting that 10% of these fees will be retained by Licensor until the Championship has been successfully concluded.

6. RIGHTS

- 6.1. Licensee shall be entitled to use Licensor Marks but at all times only with Licensor's prior approval and in accordance with Clause 2.9. The ownership of all rights in and to the Licensor Marks (including, without limitation, all copyrights, trademark rights and other intellectual property rights) shall at all times (as between Licensor and Licensee) remain vested in Licensor.
- 6.2. Licensee shall not do or permit to be done, nor omit to do in connection with its use of the Licensor's Marks, any act or thing which would or might jeopardise or invalidate any registrations of Licensor's Marks or give rise to an application to remove any of the registrations of Licensor's Marks from the register (maintained by the relevant Trade Mark registry) or which might prejudice the right or title of Licensor to any of Licensor's Marks.
- 6.3. Nothing in this Agreement shall give Licensee any proprietary rights in respect of Licensor Marks or of the goodwill associated therewith, and Licensee hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in Licensor.

7. WARRANTIES

- 7.1. Each party warrants and represents to the other that:
 - 7.1.1. it has the right, title and authority to enter into this Agreement and to perform all of its obligations hereunder;
 - 7.1.2. it will observe all applicable provisions of the rules and regulations of the Sport, including, without limitation the WSF Rules;
 - 7.1.3. it will not do or authorise any act which is prejudicial to the image or reputation of the other party, the Championship or the Sport.
- 7.2. Licensee hereby warrants, undertakes and acknowledges that:
 - 7.2.1. it shall be responsible for all costs incurred by it in relation to its exploitation of the Rights and shall in addition pay Licensor the Licence Fee set out in Clause 5.1;
 - 7.2.2. it agrees to notify Licensor should it or its Exploitation Partners intend to manufacture, market, sell or distribute any Licensed Products and to ensure that no such Licensed Product shall be of an inappropriate nature given its association with the Sport;
 - 7.2.3. it agrees that it shall not hold itself out as representing WSF nor purport to incur any liabilities or make any representations on behalf of WSF.
- 7.3. Licensor hereby warrants, undertakes and acknowledges that:
 - 7.3.1. it has and will throughout the License Period have the exclusive right, title and authority to grant the Rights to Licensee;
 - 7.3.2. save as specified, it has not granted and shall not throughout the Licence Period grant the Rights to any other person or organisation and has done nothing to prejudice the exercise by Licensee of the Rights;
 - 7.3.3. the grant of Rights and Licensee's exercise of such Rights shall not infringe any rights of any third party and shall not breach any provision of applicable law or regulation.
- 7.4. The Championship shall continue in being throughout the Licence Period officially recognised by Licensor.

8. TERMINATION

Either party may terminate this Agreement forthwith upon service of written notice to the other:

- 8.1. in the event that the other commits a material breach of any of the material terms of this Agreement, including, without limitation, a breach of the WSF Rules, and if such breach is capable of remedy fails to so remedy such breach within 28 days of receiving written notice from the other requiring remedy;
- 8.2. if any meeting of creditors of the other party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to either party;
- 8.3. if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any part of the assets of the other party;
- 8.4. if the other party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts;
- 8.5. if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding-up, bankruptcy, or dissolution of the other party;
- 8.6. if the other party becomes insolvent or unable to pay its debts when they fall due.

9. LIMITATION OF LIABILITY

- 9.1. Each party agrees to indemnify and keep the other party fully indemnified from and against all liabilities, claims and proceedings, costs, damages, expenses and losses suffered or incurred as a result of any breach or non-performance of all or any of the other party's warranties or obligations hereunder.
- 9.2. Licensee shall at its own expense maintain adequate liability insurance in respect of the Championship Venue with an insurance office of good repute which insurance shall name Licensor as named co-insured and Licensee shall upon request supply Licensor with a copy of the relevant policy duly endorsed and with evidence that all premiums have been paid prior to the Championship. Licensee shall do nothing which may in any way vitiate such policy. Licensee shall notify Licensor of all claims made to it and notified to its insurer.

10. ASSIGNMENT

Either party may assign any of its Rights or obligations under this Agreement subject to the terms of the Agreement and notification of the other party. Licensee may freely sub-license and sub-contract its rights and obligations in the course of its exploitation of the Rights.

11. CONFIDENTIALITY

- 11.1. Each of the parties shall keep confidential and shall not disclose to any person (other than its professional representatives or advisors) any information, whether in written or any other form, disclosed to it ("receiving party") by or on behalf of the other party ("disclosing party") in the course of the discussions leading up to or the entering into or performance of this Agreement which is identified as confidential or the financial terms of this Agreement ("Confidential Information") except insofar as the Confidential Information is required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement.
- 11.2. Any disclosure of Confidential Information permitted under clause 11 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.
- 11.3. Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 11.4. Confidential Information does not include information which:
 - 11.4.1. is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party or a person employed or engaged by the receiving party contrary to their respective obligations of confidentiality;

- 11.4.2. is or was made available or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or
- 11.4.3. is required to be disclosed by law or by regulation (whether or not having the force of law), provided that the party disclosing the information shall notify the other party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.
- 11.5. Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this Agreement, the disclosing party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.
- 11.6. This clause shall continue in force without limit in time notwithstanding the termination or expiry of this Agreement howsoever caused.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with regard to its subject matter and may only be amended in writing signed by the duly authorised representatives of both parties.

13. WAIVER

No waiver by either party of any breach by the other party of any of the terms of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the Agreement.

14. NOTICES

Any notice to be served under the Agreement shall be in writing and served upon the recipient at its address herein before set out (or for either party such other address as may be notified for this purpose) either by hand, by first class registered mail, by email or facsimile and shall be deemed served 72 hours after if sent by mail, on delivery if delivered by hand and on confirmation of transmission if sent by email or facsimile. Registered postal copies will follow all facsimile communications.

15. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts.

16. NO PARTNERSHIP OR JOINT VENTURE

Nothing in this Agreement shall constitute or be construed as constituting partnership or joint venture between the parties.

17. EXECUTION OF FURTHER DOCUMENTS

At any time after the date hereof each of the parties shall at the request and cost of the other party execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Agreement.

18. FORCE MAJEURE

Neither party will be deemed to be in breach of any of its obligations (other than obligations to pay money) if prevented from carrying them out due to act of god, accident, fire, strike, failure of technical facilities or personnel, death or other cause not reasonably within such party's control and shall be excused the performance of such obligations for so long as such circumstances shall continue provided that if such circumstances shall continue for a period in excess of three (3) months then either party shall be entitled in its discretion to terminate this Agreement provided that it gives notice to the other party.

19. ANNOUNCEMENTS

Without prejudice to Clause 11, neither party shall make (and the parties shall ensure that no person connected with them shall make) any public statement, issuance or announcement about the details of

this Agreement without the prior written approval of the other party except as required by law or by any legal authority.

20. THIRD PARTY RIGHTS

Except insofar as this Agreement provides that a third party may in his own right enforce a provision of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21. NATURE OF AGREEMENT

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

EXECUTED on the day and date first written above as follows:

_____ Name Position

_____ Name Position

SIGNED for and on behalf of **WORLD SQUASH FEDERATION LTD**

_____ Name Position

_____ Name Position

SIGNED for and on behalf of **MEMBER NATION**

This Agreement to be signed and counter-signed on acceptance of a bid.

APPENDIX 1

1. The Host Nation must also provide a broadcast quality master tape of the total coverage of the Championship and any edited highlight programmes that are produced. These tapes will include clean effects tracks, final mix tracks. The cost of providing these tape dubs will be met by Licensee.

Technical requirements shall include:

- a) Host Broadcaster, if used, must produce the coverage in International Standard/World Feed standard – free of any local features.
- b) The feed of coverage must incorporate International Standard English graphics and International Standard English commentary (preferably not just guide).
- c) The feed produced must be continuous from the start of first match of the stage agreed upon until the last match scheduled on the World Feed coverage and follow an agreed World Feed Running Order as supplied by the Licensor.
- d) The feed produced must be made available at an international gateway for authorized international distribution by Licensor.
- e) The feed coverage will be recorded onto Digital Betacam tapes 90 or 120 with each tape dedicated to only one match (recorded footage must include clean feed with graphics, English graphics, English Commentary & International Sound on separate tracks)

In addition, a feed of all (total Championship) main court matches, using at least one broadcast quality master shot camera and uploaded live at high speed, exclusively to the WSF website or other website as determined by the Licensor, at Licensee cost for Licensor streaming purposes.