



## **UKSG Conference Sponsorship Terms and Conditions**

### **TERMS AND CONDITIONS**

#### **DEFINITIONS**

<b>Agreement:</b>	the agreement between the Organiser and the Sponsor for the Sponsor to receive the Package detailed on the Booking Form which agreement comprises the Booking Form, these Terms and Conditions and the document “ <i>2014 UKSG Conference Sponsorship Opportunities</i> ”.
<b>Event:</b>	the Event named on the Booking Form.
<b>Event Protocol:</b>	the regulations issued by the Organiser from time to time for the efficient running of the Event.
<b>Fees:</b>	all fees associated with the Package as detailed on the Booking Form.
<b>Organiser</b>	UKSG, its officers, employees and agents.
<b>Package:</b>	the package to be purchased by the Sponsor as detailed on the Booking Form and the document “ <i>2014 UKSG Conference Sponsorship Opportunities</i> ”
<b>Package Benefits:</b>	the benefits due to the Sponsor as listed on the the document “ <i>2014 UKSG Conference Sponsorship Opportunities</i> ”
<b>Sponsor:</b>	the party named on the Booking Form to whom sponsorship opportunities are to be allotted in accordance with the Package which shall include all staff, employees, contractors and agents of such party.
<b>Venue:</b>	the venue in which the Event shall take place.

#### **1. Agreement**

- 1.1 This Agreement is formed by the Booking Form, these Terms and Conditions and the document “*2014UKSG Conference Sponsorship opportunities*”
- 1.2 Any amendment or variation to the Agreement and/or the Package may be subject to additional charge and must be agreed in advance with the Organiser and confirmed by the Organiser by issue of a revised Booking Form.
- 1.3 This Agreement constitutes the entire agreement between the parties and shall become binding on the parties at such time as the Booking Form (or any subsequent amendment thereto in accordance with 1.2 above has been signed by both parties and payment of all Fees received in full by the Organiser.

#### **2. Payment Terms**

- 2.1 Unless expressly stated on the Booking Form, all Fees are exclusive of value added tax which, if applicable, will be charged to the Sponsor in addition to the Fees.
- 2.2 All fees are non-refundable (except as otherwise specified herein) and the Sponsor shall make payment to the Organiser in accordance with the terms set out on the Booking Form.
- 2.3 Late payment of Fees shall (at the discretion of the Organiser) be subject to a late payment fee equal to 1.5% of the Fees per month.
- 2.4 The Organiser reserves the right to refuse the Sponsor entry to the Event and to remove any of the Sponsor’s sponsorship items from the Venue if the Organiser has not received full payment of the Fees in cleared funds from the Sponsor by the date or dates set out on the Booking Form and no part of the Fees received by the Organiser prior to such time shall be refundable for any reason.

### **3. Cancellation by the Sponsor**

- 3.1 In the event that the Sponsor wishes to cancel its booking after acceptance by the Organiser or fails to meet any of the payment obligations (either with respect to date or amounts due) as set out in the Agreement, the Organiser reserves the right (without the obligation) to apply the following cancellation charges and to reallocate any aspect of the package set aside for the Sponsor:
- 3.1.1 if the Booking Form has been signed by the Organiser and the cancellation is made between more than 6 months prior to the Event, 75% of the Fees will be payable by the Sponsor; or
  - 3.1.2 if the Booking Form has been signed by the Organiser and the cancellation is made between 3 and 6 months prior to the Event, 50% of the Fees will be payable by the Sponsor; or
  - 3.1.3 if the Booking Form has been signed by the Organiser and the Sponsor wishes to cancel within 3 months of the Event, 100% of the Package cost will be payable by the Sponsor.
- 3.2 The Sponsor must give written notice to the Organiser of its intention to cancel the Package by recorded delivery post, courier or personal delivery which notice shall take effect only from the date it is received by the Organiser and the charges set out in clause 3.1 above shall be calculated by reference to such date of receipt by the Organiser.
- 3.3 The Organiser shall not be under any obligation to reimburse all or any part of the cancellation charges set out in this clause 3 in the event it is able to resell or reallocate the Package.
- 3.4 The rights and remedies of the Organiser under this clause 3 shall apply without prejudice to any other right or remedy available to the Organiser at law.

### **4. Obligations of the Sponsor**

- 4.1 The Sponsor agrees that it will not organise and/or stage concurrent events which take place on the same dates and in the same city as the Event without the prior written permission of the Organiser. However, the Sponsor may hold private demonstrations for, and/or meetings with, attendees of the main Event where the audience at such demonstrations and/or meetings is five persons or fewer.

### **5. Warranties and Limitation of Organiser's Liability**

- 5.1 Each party warrants to the other that:
- 5.1.1 it has full right, title and authority to enter into and perform its obligations under the Agreement;
  - 5.1.2 it is the owner of the copyright and intellectual property in any material it supplies hereunder or, where it is not the owner of such material it has obtained all necessary consents and licence to grant such rights hereunder; and
  - 5.1.3 to the best of its knowledge and belief, no such material is libellous or defamatory of any person.
- 5.2 The Organiser does not make any warranty in respect of the Package, the Package Benefits or the Event in general, and in particular in relation to the presence or absence or location of any other speakers, exhibitors or delegates or Other Event Sponsors. Whilst the Organiser shall act in good faith, the name of any Sponsor which may appear on any floor plan, Exhibition Stand number, programme or any statement made by or on behalf of the Organiser that any party is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such party shall attend and/or participate in the Event.
- 5.3 The Organiser accepts no responsibility or liability for the omission of the Sponsor's name, details or logos from the Event advertisements or other documentation and materials in the event that such materials have been produced prior the Sponsor booking the Package or by reason of the Sponsor's failure to provide the necessary information and materials by the dates notified to the Sponsor by the Organiser for such inclusion.

- 5.4 Whilst every effort will be made to verify the accuracy of information presented at the Event, neither the Organiser nor its affiliates can accept any responsibility or liability for reliance by any person on the information nor in respect of the content of any speeches, Event materials or advertisements at or in connection with the Event.
- 5.5 Neither the Organiser nor its affiliates shall be liable for any indirect, special, incidental, or consequential losses, damage or costs, loss of profits, loss or revenue or loss of goodwill arising directly or indirectly from the use of (or failure to use) or reliance on the Benefits or other aspect of the Event or in connection with the Agreement; and (ii) the maximum aggregate liability of the Organiser for any claim in any way connected with therewith or the Agreement whether in contract, tort or otherwise (including any negligent act or omission) shall be limited to the amount paid by Sponsor to the Organiser under the Agreement in the preceding twelve-month period.
- 5.6 Each provision of this clause 4.1 excluding or limiting liability shall be construed separately, applying and surviving event if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of the Agreement.

## **6. Changes, Cancellation, Force Majeure**

- 6.1 If at the absolute discretion of the Organiser, the Event venue becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for reasons beyond the control of the Organiser including (without limitation) events of fire, flood, storm, Government intervention, malicious damage, acts of war, terrorism, acts of God, strikes, riots or any other cause, the organiser reserves the right (but shall not be obliged to):
- 6.1.1 change the location and/or date of the Event;
  - 6.1.2 curtail the Event;
  - 6.1.3 vary the scheduling of the Event installation, opening and dismantling and the programme; or
  - 6.1.4 cancel the Event.
- 6.2 In the circumstances specified in paragraphs 3.1 the parties agree and acknowledge that the Organiser shall not have any liability to the Sponsor for a refund of the Fees, additional expenses or charges or to make payment for any other loss or damage suffered by the Sponsor. However the Organiser may, in the event of cancellation, grant the Sponsor the opportunity to apply the Fees towards its participation at another event hosted by the Organiser on the same terms as set out in the Agreement.
- 6.3 In the event that the Exhibition or Conference is cancelled for any other commercial reason including (without limitation) lack of support for the Event, the Organiser will refund to the Participant all Fees paid by the Participant to the Organiser and the Participant agrees and acknowledges that it will have no further claim whatsoever against the Organiser in respect of such cancellation.

## **7. Confidential Information and Privacy**

- 7.1 The parties acknowledge that in the course of the Event, each party may obtain confidential or proprietary information of the other party or its affiliates. Save as may be required by law, such information shall be held in strict confidence and shall not be disclosed by the recipient to any unauthorized party without the prior written consent of the other party. This provision does not apply to information in the public domain or developed independently by the recipient.
- 7.2 The terms of the Agreement (including the Fees) shall be treated as confidential by the Sponsor and shall not be disclosed to any third party without the prior written agreement of the Organiser unless disclosure is required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto.

## **8. Data Protection**

- 8.1 The use and disclosure of lists containing personal information are regulated by privacy and data protection laws. Such information may also be subject to obligations of confidentiality. The Organiser does not supply Sponsors with any mailing or other lists unless otherwise expressly agreed between the parties and evidenced by way of a signed, written agreement. If for any reason the Sponsor obtains such details in connection with the Event, the Sponsor shall treat these as confidential and undertakes to comply with the provisions of all applicable data protection laws, regulations, byelaws and regulatory guidance (including without limitation, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003) and any laws analogous to the foregoing in any jurisdiction throughout the world when dealing with any such data.

## **9. Intellectual Property**

- 9.1 The Sponsor grants to the Organiser a non-exclusive licence to use the Sponsor's logos, trade marks, trade names and corporate name, for the purposes of preparation of and inclusion in any materials included in the Package and for the promotion and marketing the Event which materials shall be used according to the format and specifications notified by the Sponsor to the Organiser by the dates notified by the Organiser to the Sponsor.
- 9.2 In the absence of receipt format and specification information from the Sponsor by the due date, the Organiser shall be entitled to use its own judgment as to format and specification so as not to unreasonably delay printing and other production deadlines. The licence granted by the Sponsor in this clause shall expire on the earlier of the expiry of the Event or termination of the Agreement under clause **Error! Reference source not found.**

## **10. Governing law and jurisdiction**

The validity, construction and performance of the Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out or in connection with the Agreement or its formation.