

NCRI CONFERENCE & EVENTS EXHIBITION AND SPONSORSHIP TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions, the following expressions shall have the following meanings:

- a) **Contract** means the contract made between the Organiser and the Exhibitor/Sponsor comprising a Booking Form and the terms and conditions contained herein;
- b) **Event** means the NCRI event in which the Exhibitor or Sponsor is participating;
- c) **Event Charge** means the payment to be made by the Exhibitor/Sponsor for the Exhibition space at, or the sponsorship of, the Event;
- c) **Exhibitor** means the company or person, its employees and agents applying for and being granted exhibition space at the Event;
- d) **Organiser** means the National Cancer Research Institute (NCRI);
- e) **Sponsor** means the company or person, its employees and agents applying for and being granted sponsorship of the Event; and a reference to "**Exhibitor/Sponsor**" applies to both Exhibitors and Sponsors.

2. APPLICATION FOR EVENT SPACE AND PAYMENT

- a) Any person or company wishing to partake in either sponsoring the Event or exhibiting at the Event must apply on the Organiser's booking form or via email. Any booking form received without a signed declaration might be rejected.
- b) Upon receipt of a completed booking form or email the Organiser will confirm in writing whether or not it accepts an application. For the avoidance of doubt, the Organiser reserves the right to refuse any application without giving reasons for such decision.
- c) At the same time as the Organiser gives the confirmation referred to in 2b above it will, if it accepts an application, send an invoice for the full amount of the Event Charge.
- d) The Event Charge shall be payable in accordance with NCRI's standard payment terms set out in the Contract/Clause 2f.
- e) If the Event takes place more than 30 days from invoice date, bookings over £1,000 net will only be secured upon receipt of a non-refundable deposit of 50% of the total value of the package, payable within 30 days of invoice. The balance of payment is due no less than 3 months before the commencement date of the Event. For events taking place between 30-90 days of the Event, payment is due within thirty days of invoice date. For events taking place less than thirty days from date of invoice, full payment is due immediately.
- f) If the Exhibitor/Sponsor fails to pay the Event Charge within the time and manner referred to above, the Organiser may, in writing, cancel the exhibition space or sponsorship of the Event.
- g) Value Added Tax at standard rate is chargeable on the Event Charge.

3. TERMS OF BUSINESS

- a) The Organiser reserves the right to alter, amend or add to any part of the Contract by serving written notice to the Exhibitor/Sponsor, but no variation, amendment or addition to the Contract proposed by the Exhibitor/Sponsor shall be effective without agreement in writing of a Director/Head of the Organiser.
- b) No alteration, amendment, addition or waiver of any term or condition of the Contract shall operate to release the Exhibitor/Sponsor from the Contract.
- c) The Exhibitor/Sponsor shall not act as the agent of the Organiser, nor shall it have the power or authority to bind or make any commitment, statement or representation on behalf of the Organiser or to pledge the credit of the Organiser in any way. The Contract is not intended to constitute a partnership between the Organiser and the Exhibitor/Sponsor and, accordingly, the Organiser and the Exhibitor/Sponsor shall be responsible for their own respective commitments under the Contract.
- d) The Exhibitor/Sponsor shall not sublet the whole or any part of the exhibition stand or space allocated to it without the prior written consent of the Organiser.
- e) The Exhibitor/Sponsor shall not assign, transfer or otherwise dispose of all or any part of its rights under the Contract.
- f) Whilst all reasonable endeavours will be made to preserve the published plan of the Event, the Organiser shall be entitled to vary the layout of the Event or change the venue of the Event if the Organiser considers it to be in the general best interests of the Event.

- g) The Exhibitor/Sponsor agrees, at all times, to abide by the rules and regulations as laid down in the Exhibitor's Handbook for the Event when the Organiser has provided one.
- h) Except as disclosed under Clause 3.i below, the Exhibitor/Sponsor warrants and represents to the Organiser that it has not done any act, and has not had any involvement with, or interest in, another third party, that might adversely affect the Organiser's reputation, goodwill, or otherwise may adversely affect the Event.
- i) The Exhibitor/Sponsor shall disclose to the Organiser full details of any matter (whenever occurring) that could adversely affect the Organiser's reputation, goodwill or otherwise adversely affect an Event.
- j) Except as expressly agreed in writing with the Organiser the Exhibitor/Sponsor shall acquire no ownership of or other right to use and exploit any intellectual property owned or used by the Organiser, and the Exhibitor/Sponsor shall have no right of endorsement.

4. EXHIBITS

- a) All stands and their exhibits must be completed by the time stated by the Organiser, unless given prior notice to the contrary.
- b) Exhibits must not be removed and displays must not be dismantled, either partially or totally, before the closing time on the last day of the Event. All exhibits and displays material must be removed as soon as possible thereafter and, in any event, by the time given by the Organiser.
- c) The Exhibitor/Sponsor must ensure that all exhibits are properly protected so as to avoid danger to any person or persons visiting or taking part in the Event.
- d) The Exhibitor/Sponsor will be required to ensure that its stand is staffed during the opening hours of the Event, and must not remove any equipment before the published closing time of any day of the Event.
- e) Under no circumstances, may the Exhibitor/Sponsor alter or add to the external structure of the stands. Further interior design fittings, lighting and decoration may be added at the expense of the Exhibitor/Sponsor only if it continues to comply with all provisions of the Contract and any fire regulations or other relevant requirements of any local or other authority existing at the time of the Event (details of which the Exhibitor/Sponsor is deemed to have knowledge). In no circumstances will the total enclosure of any stand be permitted.
- f) The Exhibitor/Sponsor will not, and will ensure that its employees or agents do not, interfere with the building in which the Event is held in any way whatsoever and any damage caused by the act, omissions or negligence of the Exhibitor/Sponsor, its employees or agents will be the sole responsibility of the Exhibitor/Sponsor.
- g) The Exhibitor/Sponsor shall be responsible for the removal from the site of the Event, and for the storage of, all crates, empty cartons and other packaging not required on the stand. The Exhibitor/Sponsor acknowledges that the Organiser does not have either the facility or capacity to store any promotional material, crates, empty cartons or other packaging unless otherwise agreed.
- h) In the Event that the Exhibitor/Sponsor requires any additional electrical fittings and/or supplies, these are to be obtained from the Organiser's electrical contractors on written application to the Organiser as per relevant guidelines.

5. CONDUCT OF EXHIBITOR/SPONSORS

- a) The Exhibitor/Sponsor shall not bring any animal into the Event nor permit any animal to be brought into the Event without prior written consent of the Organiser.
- b) The Exhibitor/Sponsor shall not insert any nail, screw or hook into any of the walls or woodwork in the Event site.
- c) The Exhibitor/Sponsor shall not bring, or permit to be brought, any petrol or similar spirit or any other explosive or combustible material into the Event site. The Exhibitor/Sponsor shall not use any oil heaters, gas heaters or any appliance using a naked flame in the Event site unless it has the prior written approval of the Organiser and all safety regulations are complied with.
- d) If the Exhibitor/Sponsor wishes to bring a vehicle into the Event then it must first obtain the prior written approval of the Organiser and must ensure that, once in position, the vehicle's petrol tank is emptied to avoid combustion.
- e) The Exhibitor/Sponsor shall not, without the previous written consent of the Organiser, sell or supply any meals, refreshments, tobacco, cigars or cigarettes during the Event or make any arrangements for such supply otherwise than with the Organiser. The Exhibitor/Sponsor acknowledges that the sole rights to sell and supply meals and refreshments in respect of the Event is reserved to the Organiser and the owner of the site of the Event.

- f) No sweepstake, raffle or other form of lottery shall be promoted, conducted or held at the Event by the Exhibitor/Sponsor.
- g) No auction or mock sale shall be promoted, conducted or held at the Event by the Exhibitor/Sponsor.
- h) The Organiser reserve the right in its sole discretion to stop any activity (including the use of any promotional material) on the part of the Exhibitor/Sponsor that may cause annoyance to other exhibitors, or may be deemed inappropriate or damaging to the reputation of the Organiser, or the Event.
- i) The reasonable use of any device which emits sound (including, without limitation, mobile phones) is permitted provided that such devices are operated and controlled so as not to cause any annoyance to other exhibitors or visitors to the Event. The Organiser reserves the right to prohibit the use of such devices if, in the Organiser's opinion, an annoyance is being caused.
- j) The Exhibitor/Sponsor will adhere to all fire and safety regulations which affect, or apply to, the Event.
- a) Aisles and fire exits must, at all times, be kept clear of exhibits.
- k) The Exhibitor/Sponsor shall not, and shall procure that all necessary employees, agents and connected third parties shall not, do permit or authorise to be done, any act or omission that may adversely affect the Organiser's reputation and goodwill, or otherwise may adversely affect the Event.

6. ADVERTISING MATERIAL

- a) All printed matter or advertisements of any kind intended for distribution in the Event by the Exhibitor/Sponsor may only be distributed from the Exhibitor/Sponsor's stand and under no circumstances shall such printed matter or advertisements be distributed by, or on behalf of, the Exhibitor/Sponsor in any other area of the Event site including, without limitation, in any entrance, exit or gangway.
- b) No advertising matter related to competitions, prizes, awards or gifts may be distributed by the Exhibitor/Sponsor without the prior written approval of the Organiser.
- c) The Exhibitor/Sponsor shall at all times take full responsibility for the contents of all printed matter or advertisements and the Organiser shall have no liability for the contents of any such material, whether or not subject to its prior approval.
- d) The Exhibitor/Sponsor must not use any audible means of attracting the attention of visitors to the Event which is likely to be to the annoyance or inconvenience of other exhibitors or visitors to the Event.
- e) The NCRI should be consulted in relation to any external or internal communications that refers to the NCRI.
- f) Specific approval must be sought on each occasion, for press releases, use of the NCRI logo and branding and/or any communication that refers to a specific NCRI initiative.

7. INDEMNITY

- a) The Exhibitor/Sponsor shall be liable for and shall indemnify the Organiser, its employees and agents against any liability, loss, costs, expenses, claims or proceedings whatsoever (whether arising under any statute or at common law or otherwise) arising out of or in connection with the acts or omission of the Exhibitor/Sponsor its agents and employees, including without limitation any breach, non-performance or non-observance of any obligation, duty or liability imposed on the Exhibitor/Sponsor either by the Contract or by operation of law provided always that this indemnity shall not apply in respect of personal injury or death to the extent due to the negligence of the Organiser or its employees.
- b) Except as provided in this clause 7 and other than in respect of the negligence (causing personal injury or death), fraud or wilful misconduct of the Organiser, the Organiser shall not be liable to the Exhibitor/Sponsor in respect of any costs, expenses, claims, losses or damages incurred or suffered by the Exhibitor/Sponsor in connection with the Contract.
- c) The Organiser shall not be liable to the Exhibitor/Sponsor in connection with the obligations under the Contract for any loss of profits, loss of business, revenue or profits, anticipated savings or wasted expenditure or for any indirect or consequential loss or damage whatsoever, whether arising from negligence, breach of the Contract or howsoever (including without limitation, from the cancellation or postponement or partial cancellation or postponement of the Event).
- d) The Organiser shall not be responsible for the safety of any exhibit or property belonging to the Exhibitor/Sponsor or to any other person, and shall not be liable for the loss, damage or destruction of the same by theft or fire or any other cause whatsoever except to the extent that such loss or damage is caused by the negligence of the Organiser.

8. INSURANCE

- a) The Exhibitor/Sponsor shall maintain such insurance as is necessary to cover the liability of the Exhibitor/Sponsor in respect of the matters specified in clause 7 and the Contract generally.

b) The Exhibitor/Sponsor shall maintain insurance (to their full replacement value) in respect of all contents of its stand and all associated ancillary equipment and materials.

9. POSTPONEMENT, ABANDONMENT AND CANCELLATION

a) The Organiser reserves the right, at any time, to change the date or venue of the Event or to cancel the Event if it deems necessary by reason of fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbance, political unrest, labour dispute, power cut or event of force majeure or any other cause beyond the Organiser's control.

b) In event of any cancellation, abandonment or postponement pursuant to a) above, the Organiser shall reimburse the Event Charge to the Exhibitor/Sponsor subject to first deducting an amount to cover the Organiser's reasonable administration costs.

c) In addition to a) above, the Organiser reserves the right to cancel or postpone the Event for commercial reasons, in which event the Organiser shall reimburse the Event Charge in full.

d) In the event of the Exhibitor/Sponsor cancelling its participation in the Event more than six months before the Event, the Organiser shall reimburse the Event Charge to the Exhibitor/Sponsor, subject to first deducting a cancellation fee of a sum equal to 20% of the Event Charge plus VAT, to cover its administration costs.

e) In the event of the Exhibitor/Sponsor cancelling its participation in the Event less than six months before the Event, the Exhibitor/Sponsor shall not be entitled to any reimbursement of the Event Charge.

f) Any cancellation by the Exhibitor/Sponsor must be made in writing to the Organiser.

g) The Organiser shall have absolute discretion to deal with any cancelled stand or sponsorship as it thinks fit.

h) In the event of any, cancellation, abandonment or postponement in accordance with this clause 9 the Exhibitor/Sponsor acknowledges that the provisions of clause 7 shall apply.

10. TERMINATION

a) The Organiser reserves the right at its sole discretion to terminate the Contract by written notice to the Exhibitor/Sponsor following any breach of the Contract by the Exhibitor/Sponsor, or any disclosure in accordance with Clause 3.i.

b) Following termination the Exhibitor/Sponsor shall only be entitled to a refund of the Event Charge, or any part of it, provided that a replacement Exhibitor/Sponsor is found (although the Organiser is under no obligation to find or accept a replacement), and the refund shall be subject to deduction for:

(i) any non-refundable deposit

(ii) the reasonable administrative costs and expenses of the Organiser

(iii) any loss, cost or expense suffered by the Organiser as a result of using a replacement, including without limitation any shortfall in sponsorship funding.

(iv) any liability of the Exhibitor/Sponsor in relation to the indemnity under Clause 7.a.

11. PHOTOGRAPHS

The Organiser reserves all photographic rights for the Event. The Exhibitor/Sponsor may not photograph its or any other stand without first obtaining the written consent of the Organiser.

12. DATA PROTECTION

a) The Exhibitor/Sponsor shall protect all personal data concerning any delegates at the Event and others in connection with the Contract in accordance with the provisions and principals of the Data Protection Act 1998 and ensure the reliability of its employees and others within the Exhibitor/Sponsor's control and responsibility that have access to such data.

b) The Exhibition/Sponsor acknowledges that the indemnity given by it pursuant to clause 7 shall apply to any improper retention or disclosure of any personal data (as defined in the Data Protection Act 1998) by the Exhibitor/Sponsor, its employees or agents.

13. STATUTORY OBLIGATIONS

The Exhibitor/Sponsor agrees, at all times to comply with all relevant UK and EU legislation, regulations, directives, orders or byelaws in force at the time of the Event including, without limitation, all regulations in respect of health and safety at work.

14. WHOLE AGREEMENT

The Contract represents the entire understanding between the parties in relation to the subject matter hereof and (except in respect of any fraudulent misrepresentation) supersedes all agreements and representations

made by either party, whether oral or written. The Contract shall prevail over any inconsistent terms and conditions relating to the subject matter of the Contract and any other agreement between the parties or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

15. NO PRIVITY

No provision of the Contract is intended to, or does confer, upon any third party any benefit or right enforceable at the option of that third party against either the Organiser or the Exhibitor/Sponsor (including, without limitation, any right arising pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, English Law and shall be subject to the exclusive jurisdiction of the English Courts.