

Sponsor Terms and Conditions

TERMS & CONDITIONS OF CONTRACT

1.1 In these Terms and Conditions the following definitions apply:

“the Company” means Open Forum Events Ltd

“the Client” means the person, firm or company placing the Order.

“Commercial Rights” any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 1.4.

“Contract” the contract between the Company and the Client for the Sponsorship Rights in accordance with these Conditions.

“Client's Marks” the trade marks, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Client.

“Event” the event organised by the Company and as set out in part 1 of the Order.

“Event Marks” the trade marks, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Company and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

“Fees” the fees set out in part 4 of the Order.

“Order” the Client's order as set out in the Sponsor order form.

“Sponsorship Rights” means the agreed sponsorship rights relevant to the Event and sponsorship package (as detailed in part 3 of the Order) and the promotion of the Client's products and services.

“Term” the period commencing on the Commencement Date and ending on the conclusion of the Event.

1.2 Orders placed with the Company shall constitute a contract when the Company confirms acceptance of the Order by email at which point and on which date the Contract shall come into existence (Commencement Date).

1.3 The Company and the Client acknowledge that these Terms and Conditions have been given due consideration and that they are considered reasonable and fair to both parties.

1.4 The Company reserves the right to revise these Conditions from time to time.

1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 Payment

2.1 The Client will be required to pay the full amount within 30 days of the date of the invoice or within 7 days of the date of the invoice if the Order is signed within 30 days of the Event and in any Event the whole sum owed shall be due before the date of the Event.

2.2 All payments to the Company shall be made without any set off, deduction, withholding or counterclaim.

2.3 All amounts payable to the Company under the Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Client. Time for payment shall be of the essence of the Contract.

2.4 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company pay to the Company such additional amounts in respect of VAT as are chargeable for the Sponsorship Rights at the same time as payment is due for the Sponsorship Rights.

2.5 The Company reserves the right to charge interest on late payments at a rate of eight percent above the base lending rate of the Bank of England in force at the time the invoice becomes overdue.

2.6 The Client is liable for all collection and litigation costs and fees if the Company instructs a third party to collect non-payment of the invoice.

2.7 The Client shall have the right to cancel the Order within 7 days of the date of the Order. However, the Client has no right to cancel if the Order is placed within 28 days of the Event. Notice to cancel the Order must be given in writing by the Client using Recorded Delivery Post. Failure by the Client to cancel using the prescribed notice shall result in the Order being binding on the Client and payment will be due in full.

3 Rights

3.1 Subject to clause 6.1, during the Term, and subject to payment of the Fees, the Company grants to the Client the Sponsorship Rights in relation to the Client's sponsorship of the Event.

3.2 Subject to clause 3.1, the Company grants to the Client the right to describe the Event using the "Name of Event" detailed in part 1 of the Order ("the Title") and for the Title to be used in all press and promotional usage undertaken by the Company in relation to the Event. The Company will use all reasonable endeavours to ensure that third parties describe the Event using the Title. In addition to the right for the Client to use the Title in connection with the promotion of its sponsorship of the Event, the Company shall also grant to the Client the right to describe itself as "title Sponsor" of the appropriate sponsorship category detailed in part 3 of the Order ("Sponsorship Category").

3.3 Following receipt of the Client's signed Order, the Client will supply the Company with 100 words and its logo and the Company will provide branding featuring the Client's name and/or logo on the official Event website.

3.4 Where applicable a hypertext link to the Client's website from the Company's official Event website will be provided.

3.5 The Company will allocate to the Client a suitable space (at the Company's discretion) in the Event programme where the Client can display its name and/or logo.

3.6 The non-exclusive right to place further approved amounts of content on the official Event website will be agreed at the absolute discretion of the Company prior to posting content on the official Event website.

3.7 The Client will receive up to 5 delegate tickets depending on sponsorship package (allocated at the Company's absolute discretion and provided at no extra cost).

3.8 The Client has the right to purchase additional delegate tickets (subject to availability and additional cost to the Client) for the Event.

3.9 The Client undertakes to the Company:

- (a) to comply with all applicable laws relevant to the exercise of its rights and the performance of its obligations under the Contract;
- (b) not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
- (c) not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under the Contract;
- (d) not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
- (e) to provide all reasonable assistance to the Company in relation to the Company's exploitation of the Commercial Rights;
- (f) to hold any additional goodwill generated by the Company for the Event Marks as bare trustee for the Client and to assign the same to the Company at any time on request and in any event following termination of the Contract; and
- (g) to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Company to protect the Event Marks.

3.11 The Company reserves the right to change the Event venue, the date of the Event or the Title.

3.12 All rights not expressly granted to the Client are reserved to the Company. The Client acknowledges and agrees that:

- (a) the Company is the owner or controller of the Commercial Rights and of all rights in the Event Marks;
- (b) the Company shall be entitled to enter into any sponsorship arrangement with any third party. The Client agrees that the Company shall not be, nor considered to be, nor deemed to be, in breach of any provision of the Contract as a result of entering into that arrangement.

3.13 If any of the Sponsorship Rights are expressed to be exclusive, the Company shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services in the Sponsorship Category.

- 3.14 The Client grants and the Company accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Client's Marks:
- (a) during the Term for the delivery of the Sponsorship Rights;
 - (b) in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.
- 3.15 The data supplied to the Company by the Client may be used for the Company's communication and marketing to the Client about relevant news, reviews and opportunities that the Company can provide.
- 4 Agreement
- 4.1 Each party warrants and undertakes to the other that:
- (a) it has full authority to enter into the Contract and is not bound by any agreement with any third party that adversely affects the Contract; and
 - (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under the Contract.
- 4.2 The Client represents and warrants that:
- (a) it owns or is solely entitled to use the Client's Marks and any other material supplied to the Company in relation to the Contract and the Company shall be entitled to see evidence to this effect on request;
 - (b) the Company's use of the Client's Marks in accordance with clause 3.14 will not infringe the rights of any third party.
- 4.3 The Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company by a third party for actual or alleged infringement of a third party's intellectual property rights or moral rights arising out of or in connection with the Company's use of the Client's Marks in accordance with the Contract.
- 4.4 The indemnity in clause 4.3 shall apply whether or not the Company has been negligent or at fault.
- 4.5 If a payment due from the Client under this clause 4 is subject to tax (whether by way of direct assessment or withholding at its source), the Company shall be entitled to receive from the Client such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 4.6 The Company will organise and stage the Event in a professional manner, however the Company will not be held responsible if any speaker or anyone scheduled to take part in the Event programme withdraws their participation in the Event.
- 4.7 The Company will refer to the Event using the Title; and it will use all reasonable commercial endeavours within budgetary constraints to ensure the maximum promotional coverage of the Event.

4.8 Should any term of the Contract be considered void or voidable under English law, the said term shall be severed or amended in such a manner as to render the remainder of the Contract valid or enforceable, unless the whole commercial object its thereby frustrated.

4.9 Each party shall bear its own costs incurred in relation to the Contract whether or not it proceeds.

4.10 Any complaint regarding the Event must be made formally in writing or by email within 5 working days of the Event taking place.

4.11 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Sponsorship Rights until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.11; and
- (c) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

5 Cancellation

5.1 The Company may terminate this agreement at any time on giving reasonable written notice to the Client (using the contact details provided in Part 1 of the Order) if:

5.1.1 the Client is in material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Client being notified in writing to do so;

5.1.2 the Client makes an agreement with its creditors, cannot pay its debts as they fall due, is declared insolvent, or has an administrator or receiver appointed;

5.1.3 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

5.1.4 the Client's financial position deteriorates to such an extent that in the Company's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

5.2 Force Majeure – The Company is relieved of all its obligations if any act is outside the Company's control which means the Company is unable to hold the Event such as: acts of god, danger of war, fire or severe disturbances affecting the organisation, venue or its suppliers.

6 General

6.1 Unless otherwise expressly stated in the Order and notwithstanding anything to the contrary stated in these Conditions, the Client's rights under the Contract are non-exclusive and the Company may offer sponsorship rights (which shall include, without limitation, main sponsorship, masterclass sponsorship, exhibition space, programme entries and website space) to any third party at the Company's sole discretion.

6.2 The Company owns and/or controls the Event and all existing and future intellectual property rights attaching to the Event including without limitation copyright, registered and unregistered trade mark and design rights and the accompanying goodwill thereto ('the Intellectual Property Rights') and agrees that the Client has no right, title or interest thereto save as licensed hereunder.

6.3 The Company will promote the Event and publish an online summary of the key talking points from the day at the Company's discretion.

6.4 Nothing in the Contract shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

6.5 Subject to clause 6.4, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

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

6.6 Subject to clause 6.4, the Company's liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract is limited to the amount of the Fees.

6.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

6.8 The Client shall not use or permit the use of the Intellectual Property Rights or any of the rights and licences granted herein in a manner, which, in the reasonable opinion of the Company is or might be prejudicial or defamatory to the image of the Event owned or managed by the Company.

6.9 The Client shall notify the Company of any suspected infringement of the Intellectual Property Rights, but shall take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Company.

- 6.10 The Client shall not make or cause to be made or issued any announcement to the press or media regarding its Intellectual Property Rights or the Event or the Client's appointment as 'main' or 'seminar' sponsor (as detailed in part 3 of the Order) except in the form approved of by the Company.
- 6.11 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.12 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 6.13 Nothing in clauses 6.11 and 6.12 shall limit or exclude any liability for fraud.
- 6.14 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 6.15 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 6.16 Subject to clause 2.6, any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number.
- 6.17 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax, at 9.00 am on the next Business Day after transmission.
- 6.18 Clauses 6.16 and 6.17 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 6.19 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 7 The Contract is subject to and governed by the laws of England and Wales and the Client and the Company shall submit to the exclusive jurisdiction of the English Courts.
- 8 The Client gives consent to the Company to carry out a credit search on the partners and directors of the Client now or at a future date. The credit search will be recorded by the Company and may be disclosed to subsequent enquirers.

