

## Sponsorship and & Exhibitor Terms and Conditions

### 1. Definitions

In these Terms and Conditions ('Conditions') the words/expressions referred to below shall have the following meanings except where the context otherwise requires:

**'Advertisement'** means an advertisement or series of advertisements for the client and/or its products and services including (but not limited to) advertisements in any IExpE publication, advertisements on the IExpE website, banner advertisements, and advertisements in IExpE event marketing materials.

**'Agreement'** means any contract between IExpE and the Client for advertising which is formed in accordance with clause 2.

**'Banner Advertisement'** means a banner advertisement on the IExpE website, or in any event marketing materials, including but not limited to sponsoring advertisements.

**'Client'** means the person, firm, body corporate or other entity stated in any Order Confirmation accepted by IExpE pursuant to clause 2.2. Where a client as Principal engages an agent, for the purposes of the agreement the meaning shall apply to the agent as if they were the client.

**'Event'** means an event organised and conducted by IExpE.

**'Event Sponsorship'** means sponsorship by the Client of an Event organised by IExpE. Such sponsorship being for the purpose of promoting the Client and/or its products and services.

**'Exhibition'** means an exhibition, event or conference organised by IExpE.

**'Exhibition Advertisement'** means an advertisement for the Client and/or its products and services which is displayed at an exhibition, event or conference organised by IExpE.

**'Exhibition Space'** or **'Event Space'** means floor area provided (and any additional services agreed between IExpE and the Client) at an exhibition, event or conference organised by IExpE.

**'IExpE'** means Institute of Explosive Engineers or its assignees.

'**Order Confirmation**' means the signed order form sent by the Client to IExpE specifying inter alia the price and details of sponsorship package, advertisements, banner advertisements, exhibition/event/conference space.

'**Package**' means a combination of elements of sponsorship such as but not limited to advertisements, banner advertisements, exhibition/event/conference space.

'**Publication**' means in the case of printed advertisements the publication published by IExpE in which the advertisement shall appear.

'**Services**' means any one or more of advertisements, banner advertisements, exhibition/event/conference space, exhibition advertisement, event sponsorship, whether or not purchased in a Package, published or conducted by IExpE from time to time.

'**Website**' means in the case of website advertisements and banner advertisements, the IExpE website on which the advertisement is to appear.

'**Working Day**' means Monday to Friday inclusive excluding UK statutory holidays.

## 2. Formation of Agreement

2.1 The Agreement shall be formed when the Client's Order Confirmation, which it is hereby agreed is an invitation to treat, (whether in the form of a purchase order, email or letter but in each case either signed by an authorised representative of the Client or its agent, or else confirmed as having been agreed by email without signature, regardless of any disclaimer attached to that email concerning the ability of that client's staff to contract over email) is received, and then either acted upon by virtue of performance of all or any part of the services by IExpE, or accepted in writing or by electronic means such as email (proof of transmission by IExpE shall be deemed adequate evidence of confirmation) by IExpE 's authorised representative and such agreement shall incorporate these conditions.

2.2 In the event that an agency submits an Order Confirmation as an agent on behalf of the client, then the agency shall specify the client's name as well as its own on the Order Confirmation failing which IExpE shall be entitled to reject the same.

2.3 Where an agent acts on behalf of a client, the agent of the client shall indemnify the IExpE against any cause arising from the agent failing to undertake or exceeding the instructions of the client and, the agent of the client shall be liable for any costs or losses suffered by IExpE which arise as result of same.

2.4 Where this agreement is arranged or conducted via an agent, the client will retain the obligations and responsibilities contained therein in the event of the agent failing for whatever cause to do so.

### **3. Client's Obligations**

#### **3.1 The client warrants that:**

- 3.1.1 any description relating to its products or services in any advertisement is true and accurate.
- 3.1.2 the advertisement does not contravene any act of Parliament nor is it in any other way illegal or defamatory.
- 3.1.3 the client will at all times comply with the British Code of Advertising Practices, the recommended standards produced by the Advertising Association and all other relevant advertising standards guidelines and regulations.
- 3.1.4 the client will supply the relevant advert/information for advertisements prior to deadlines as advised by IExpE.
- 3.1.5 where material has been supplied by the client, that they have the rights associated with the material to enable its use by IExpE in the delivery of services.
- 3.1.6 where applicable, the client will attend and participate in events where it is agreed that the client will do so as part of the delivery of the service.
- 3.1.7 where the client is an agency that it will procure compliance by its clients for whom services are being procured of clauses 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6.

3.2 If the client breaches clause 3.1 it shall immediately rectify the breach and fully indemnify IExpE against any fine, losses, costs, damages, charges, claims, demands, expenses, direct losses, loss of profits and indirect and consequential losses incurred by IExpE as a result of the client's breach.

3.3 The client shall be responsible for ensuring all films, artwork, photographic and other advertising materials are delivered to IExpE. IExpE shall not be liable for any loss or damage thereto while the same is in its possession or control.

3.4 The client shall be responsible for collecting any films, artwork, photographic and other materials submitted to IExpE. IExpE shall accept no responsibility for any such items which remain unclaimed by the client more than 12 months after they were delivered to IExpE for publication.

3.5 Where personal information, including contact information, has been supplied to the client as an export as part of the delivery of the services, the client is the Data Controller with respect to that data they have received and shall be responsible for the proper use and secure handling of that data, together with all associated obligations under the current data protection regulations. The client shall fully indemnify IExpE against any fines, losses, costs, damages, charges, claims, demands, expenses, direct losses, loss of profits, and any indirect

or consequential losses incurred by IExpE because of the client's breach.

#### **4. Approval of Advertisements**

4.1 All advertising material and information must be submitted by the client for approval by IExpE prior to publication. IExpE reserves the right to refuse, omit, alter, suspend, withdraw or otherwise deal with any advertisement at its absolute discretion without explanation or liability to the client.

4.2 All advertising material and information shall be supplied in accordance with IExpE's publication deadlines as specified to the client by IExpE on a periodic basis.

4.3 IExpE shall be entitled to the payment of any cost in accordance with clause 7 event if no advertising material and information whatsoever has been supplied.

4.4 If the client fails to check and return any proof submitted by IExpE, IExpE reserves the right to print the advertisement as prepared.

4.5 IExpE cannot accept responsibility for changes to approved copy although IExpE will use its reasonable endeavours to make these changes if they are submitted prior to the final copy deadlines as published/advised from time to time, provided always where changes are made the client shall be responsible for any additional costs thereby incurred by IExpE.

#### **5. IExpE's Obligations**

5.1 IExpE shall use its best endeavours to ensure the appearance of contracted for advertisement but does not accept liability for the non-appearance of any advertisement. In the case of advertisements for publications it is hereby agreed that IExpE's best endeavours shall not extend to reprinting any publication/advertisement, but the client will be offered the next available and/or relevant alternative.

5.2 Unless the parties have agreed to the position of the advertisement for publication or on the IExpE website (in which case this shall be agreed in writing by the parties) IExpE does not guarantee the position of any advertisement in the publication or on the IExpE website. Where the client has expressed a preference only as to the position of its advertisement in the publication or on the IExpE website IExpE shall use its reasonable endeavours to comply with the client's preference but shall have no liability to the client if the advertisement is not published in the preferred position.

#### **6. Fees**

6.1 The fee payable by the client to IExpE shall be in accordance with IExpE's published rates or as otherwise agreed in writing by the parties.

6.2 IExpE shall be entitled to invoice the client immediately following IExpE's acceptance

6.3 The client shall pay IExpE in accordance with the payment terms stated on the invoice provided by IExpE to the client. The fee is payable in full, and the client shall not be entitled to make any deduction or exercise any right or set-off counterclaim, or contribution howsoever arising.

6.4 IExpE reserves the right to request and receive full payment prior to the acceptance of an order confirmation if in the opinion of IExpE the creditworthiness of the client is not satisfactory, or the client has not paid previous invoices issued to the client by IExpE within the stated payment terms.

6.5 If the client fails to make any payment on the due date then without prejudice to any other right or remedy available to IExpE, IExpE shall (at its opinion) be entitled to:

6.5.1 treat the agreement as repudiated by the client and cancel publication of any advertisement or cease the services (as the case may be), claim damages from the client and charge the client interest both before as well as after any judgment on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc from the date payment is due until payment is made.

6.6 Where the client pays a subscription for an agreed number of published advertisements or advertisements on the IExpE website during an agreed period of time and the client fails to take up the agreed number:

6.6.1 the client shall not be entitled to a refund of the fees in respect of advertisements which have failed to take up.

6.6.2 the client shall not be entitled to carry forward advertisements which the client has failed to take up relating to any single order confirmation.

## **7. Cancellation of Services**

The client may not cancel an order confirmation which has been accepted by IExpE.

## **8. Confidentiality**

8.1 The content and terms of this agreement shall be confidential as between the parties and there shall be no breach of that confidence by either party.

8.2 The client and IExpE agrees and undertakes that it will keep confidential and will not use for its own purposes nor without prior written consent of the other party disclose to any third party any information or a confidential nature (including but not limited to trade secrets and information of commercial value) which may become know to such party from the other unless such information is public knowledge or is required to be disclosed by a

## **9. Limitation of Liability**

9.1 Save as otherwise provided in this agreement all conditions, warranties and representations expressed or implied by statute, common law, or otherwise in relation to IExpE's obligations hereunder are hereby included.

9.2 Without prejudice to any other terms in this agreement the aggregate liability of IExpE shall not in any circumstances (except in respect of death or personal injury caused by IExpE's negligence) exceed the total sum payable by the client to IExpE under the agreed order confirmation. Where IExpE fails to provide a service its total liability to the client shall be limited to a refund of the fees paid or payable by the client for the service. Where the service not so performed has been ordered as part of a package, IExpE shall reasonably determine the proportion of the total payment relating to the unpublished/unperformed service, IExpE's total liability to the client in respect of the unpublished/unperformed service shall be limited to such proportion.

9.3 IExpE shall not be liable to the client for any indirect or consequential losses or damages (including but not limited to loss of profits) whether arising from breach of contract, negligence or howsoever.

## **10. Termination**

10.1 Notwithstanding and without prejudice to clause 7 of this agreement IExpE shall be entitled to terminate the agreed order confirmation immediately by giving written notice to the client in any of the following events:

10.1.1 if the client fails to make payment in accordance with the order confirmation and this agreement.

10.1.2 if the client convenes a meeting of its creditors, becomes insolvent, is unable to pay its debts, has an administrative receiver or administrator appointed over its assets or business or is the subject of a petition presented to put it into liquidation.

10.1.3 if the client in the opinion of IExpE is in breach of any material terms of the order confirmation or this agreement.

10.2 In any such case IExpE shall be entitled to charge the client any costs, charges or expenses (direct or consequential) howsoever arising incurred by IExpE.

10.3 Termination of the agreed order confirmation shall not affect the accrued rights or the liabilities of either party.

## **11. Assignment**

11.1 The client shall not be entitled to assign, rent, lease, sub-lease, copy or otherwise

transfer the benefit of its obligations under the agreed order confirmation without the prior written consent of IExpE.

## **12. Force Majeure**

12.1 If either party is unable to perform its obligations by reason of matters beyond its control including but not limited to any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), delay in transit, power failure, postal delay, the party affected will notify the other party and the parties will agree to delay the performance of the order confirmation for as long as may be necessary under the cause(s) giving rise to force majeure has/have ceased.

## **13. General**

13.1 These conditions shall have precedence at all times and in all circumstances over any conditions that the client may be in the practice of using.

13.2 Any representations made by IExpE prior to the agreement of the order confirmation shall not form part of the agreement and shall be no effect. The agreed order confirmation supersedes all prior agreements, arrangements and undertakings between IExpE and the client. No variation or addition shall be binding upon the parties unless made in writing and signed by the authorized representatives of both parties.

13.3 Any waiver by IExpE of any breach of the agreed order confirmation by the client shall not operate as a waiver of any past or future breach.

13.4 If any provision or part of a provision of these conditions shall be or be found by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these conditions, all of which shall remain in full force and effect.

13.5 Any notice hereunder shall be deemed to have been duly given if sent by first class post or by email to the party considered at its registered office or principal place of business, or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices sent by first class post shall be deemed to have been given 7 days after dispatch and notices sent by email shall be deemed to have been given on the date of dispatch.

13.6 No term of the agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

13.7 Nothing in the agreement and no action taken by the parties pursuant to the agreement shall constitute or be deemed to constitute a partnership, association, joint



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venture or other co-operative entity.

**13.8** Address for notices:

13.8.1 for IExpE notices should be sent to the Institute of Explosives Engineers, Ground Floor, Unit 1, Greyfrairs Business Park, Frank Foley Way, Stafford, ST16 2ST.

13.8.2 for the client the address to which notices shall be sent shall be that stated on the order confirmation, unless otherwise advised in writing by the client.

**14. Jurisdiction**

14.1 This agreement and all obligations under the same shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.