

CIRED Exhibition and Sponsorship Standard Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions:

"Anti-Slavery Laws" mean all applicable anti-slavery and human trafficking laws, statutes and regulations, including the Modern Slavery Act 2015.

"Associated Persons" means the Customer's employees, contractors, suppliers and agents.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Cancellation Fee" has the meaning given in clause 10.1.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 16.9.

"Contract" means the contract between the Supplier and the Customer for the supply of the Services in accordance with these Conditions and the applicable Order.

"Credit Account" means a credit facility of a specified amount in relation to the Services as notified in writing by the Supplier to the Customer.

"Customer" means the person or firm who purchases the Services from the Supplier as set out in the relevant Order.

"Customer Material" has the meaning given in clause 5.1.7.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Event" means the Event to which the Services pertain, as set out in the Order.

"Event Manual" means the manual for the Event setting out information and

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instructions with which the Customer must comply (including, without limitation, any rules of the venue at which Event is being held), as updated from time to time.

“Exhibition Space” means that area of space reserved for the Customer at the Event. The Exhibition Space could be a table, a shell or a raw space.

“Force Majeure Event” means events, circumstances or causes beyond the Supplier’s reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (e) collapse of buildings, fire, explosion or accident; (f) non-performance by suppliers or subcontractors; and (g) interruption or failure of utility service.

“Losses” means all damages, liabilities, demands, costs and expenses including all legal and other professional fees, costs and expenses, claims, actions and proceedings.

“Order” means the Customer’s order for the supply of the Services, as set out in the Supplier’s quotation as accepted in writing by the Customer.

“personal data”, “data subject”, “permitted lawful basis”, “process/processed/processing” and **“appropriate technical and organization measures”** have the meanings as defined under the Data Protection Legislation.

“Permitted Purpose” means the permitted purpose, as set out in the Order under ‘Annex A: Data Transfer Information’.

“Services” means the provision of the Exhibition Space at the Event and/or grant of the Sponsorship Rights in respect of the Event, as set out in the relevant Order.

“Sponsorship Rights” means the sponsorship rights granted to the Customer as set out in the relevant Order.

“Supplier” means the entity who supplies Services as set out in the relevant Order being: (i) The Institution of Engineering and Technology, a registered charity in England & Wales (no 211014) and Scotland (no SC038698) whose registered address is Savoy Place, London, WC2R 0BL, UK or (ii) IET Services Limited, a company registered in England and Wales with company number 00909719 whose registered address is Savoy Place, London, WC2R 0BL, UK.

“Supervisory Authority” means the Information Commissioner's Office (ICO) for the UK, and where the Customer is based outside of the UK, any equivalent local authority.

“Term” has the meaning given in clause 11.1.

“**VAT**” has the meaning given in clause 6.6.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes all its subordinate legislation.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 Where there is any conflict between these Conditions and the Order, the Order shall take precedence.

2 **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 Subject to clause 1.7, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including in any Customer’s purchase order or Customer’s written acceptance of the Supplier’s quotation), or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation, proforma invoice or proposal given by the Supplier shall not constitute an offer, and is only valid for the period set out in the quotation, proforma invoice or proposal.

3 **Performance of Services**

- 3.1 The Supplier shall organise and stage, or procure the organisation and staging of, the Event at its sole cost and expense.

- 3.2 The Supplier hereby grants to the Customer the Sponsorship Rights for the duration of the Term. The Supplier shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Customer.
- 3.3 If the Supplier is in breach of clauses **Error! Reference source not found.** and/or 3.2, subject to clause 10.4, the Customer's only remedy shall be the right to request that the Supplier re-performs the applicable Services in compliance with clause **Error! Reference source not found.** or where such re-performance is not possible, provide a refund of any monies paid by the Customer for the applicable Services. The Customer must make any such request within 10 Business Days of the date of performance of the relevant Services.
- 3.4 Where the Order Form includes Sponsorship Rights:
- 3.4.1 all rights not expressly granted to the Customer under the Contract are reserved to the Supplier.
- 3.4.2 unless the rights are reserved as being exclusive to the Customer, nothing in the contract shall prevent the Supplier from entering into any other agreement in connection with the Event with any third party or competitor of the Customer, which grants that third party or competitor rights which are the same or similar to the Sponsorship Rights.
- 3.5 The Supplier:
- 3.5.1 owns or controls the Event and shall be entitled to organise, market and promote the Event as it deems appropriate. The Customer shall not seek to limit, restrict or otherwise interfere with the Supplier's activities in this regard.
- 3.5.2 does not make any representations or guarantees in respect of the number of attendees, whether delegates or other sponsors and exhibitors, to the Event.

4 Supplier Rights

- 4.1 The Supplier reserves the right to:
- 4.1.1 amend the Event and/or Services if required by any applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Event and/or Services, and the Supplier shall notify the Customer in any such event.
- 4.1.2 to amend details of the Event (for example, floorplans (including changing the placement of the Exhibition Space), topics, speakers, running orders) as it deems necessary for the successful running of the Event.

- 4.1.3 exclude or remove (as it reasonably thinks fit) from the Event any Associated Persons conducting themselves in an inappropriate manner.
- 4.2 Any goodwill in the Event and the Sponsorship Rights belong to the Supplier.

5 Customer's obligations

- 5.1 The Customer shall and, where applicable, shall procure that Associated Persons shall:
- 5.1.1 ensure that the terms of the Order are complete and accurate;
 - 5.1.2 exercise all rights in respect of the Services with reasonable care and skill;
 - 5.1.3 co-operate with the Supplier in all matters relating to the Services and promptly comply with all requests from the Supplier for information in connection with the Services;
 - 5.1.4 comply with the information, instructions and requirements set out in the Events Manual;
 - 5.1.5 comply with all applicable laws relevant to the Event, the Customer's obligations and the Services (including but not limited to all health and safety laws);
 - 5.1.6 observe and comply with all rules, regulations and policies in connection with the Event and Services, whether imposed by the Supplier, the proprietors or managers of the Event venue or other competent authority.
 - 5.1.7 provide the Supplier (at the Customer's cost) with such information and materials ("**Customer Materials**") as the Supplier may reasonably require in order to supply the Services and in the format and timeframe specified by the Supplier, and warrants that the Customer Materials and the Customer's logo:
 - (i) are owned or licensed to the Customer
 - (ii) are complete and accurate in all material respects;
 - (iii) do not contain any statements which are offensive, illegal or which if published might bring the Supplier's name into disrepute;
 - (iv) do not breach third party intellectual property rights;
 - 5.1.8 amend any Customer Materials where the Supplier reasonably considers they need amending;
 - 5.1.9 obtain, maintain and comply with all necessary licences, permissions and consents which may be required for the Services before the date on which

the Services are to start;

- 5.1.10 not allow any illegal or immoral activity to be conducted during the Event, or any activity requiring a licence or consent from an authority or third party without having first obtained such licence or consent;
- 5.1.11 not do, or permit to be done, anything which might adversely affect the reputation of the Event or the Supplier;
- 5.1.12 obtain, maintain and provide (upon request) evidence to the Supplier of the following insurances:
 - (i) public liability insurance;
 - (ii) employer's liability insurance;
 - (iii) suitable insurance to cover all property brought to the Event by the Customer (including damage, loss and theft);
 - (iv) suitable insurance to cover the risks associated with this Contract, including without limitation, damage to third party property (including property, materials or goods owned or controlled by the Supplier);

at such levels as set out in the Events Manual (or if no amount is set out in the Event Manual, at such levels as is reasonable in the circumstances), and the Customer must not do anything which will (or is likely to) invalidate any insurance policy as stipulated above.

- 5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - 5.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of the Supplier's obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 5.3 If the Supplier is of the reasonable opinion that the Customer, after being notified of the Customer Default by the Supplier, has not taken appropriate and adequate steps

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to remedy the Customer Default, and is unlikely to be able to remedy the Customer Default within a sufficient timescale to allow the Supplier to recommence the performance of its obligations prior to or during the Event, the Customer Default will be considered a material breach which cannot be remedied.

6 Charges and payment

6.1 The Customer may request a Credit Account from the Supplier. The Supplier reserves the right to perform credit checks on the Customer in order to set up a Credit Account and/or to determine an appropriate level of credit for the Customer, and the Customer consents to such checks by submitting its details to the Supplier. The Customer acknowledges and agrees that:

6.1.1 the Supplier's decision in relation to any Credit Account is final;

6.1.2 the Supplier reserves the right to increase, decrease and/or withdraw the level of credit and/or the Credit Account (as the case may be) at any time and without prior notice to the Customer. Where a Customer is notified that the level of credit in its Credit Account has been decreased or the Credit Account has been withdrawn, the Customer must pay to the Supplier any outstanding amounts which are no longer covered by the Credit Account immediately and failure to do so will be deemed a material breach of the Contract that cannot be remedied; and

6.1.3 where the value of an Order for Services would exceed the agreed level of credit (as applicable at the relevant time), then notwithstanding any other provision of these Conditions, the Supplier shall not be obliged to supply such Services until either (i) the Supplier has reviewed the Customer's Credit Account and decided (at its sole discretion) to increase the level of credit to include the value of the Order, in which case the Supplier shall notify the Customer of such increase; or (ii) the Customer has paid in full to the Supplier the difference between the full value of such Services (as applicable) and such applicable level of credit.

6.2 The price for Services shall be as set out in the Order as accepted by the Supplier (or, if no price is quoted, the Supplier's published price for the relevant Services).

6.3 The Supplier reserves the right to increase the price of the Services as a result of any factor beyond the control of the Supplier. Any such increase shall be in line with any increase in relevant costs suffered by the Supplier and shall be reflected in the invoice. The Customer shall be entitled to cancel the Order in the event of any such increase on notice in writing to the Supplier within 3 Business Days of the date of the invoice, save where the Supplier has commenced the supply of the relevant Services.

6.4 The Supplier shall invoice the Customer in accordance with the invoice schedule set out in the relevant Order.

6.5 The Customer shall:

- 6.5.1 where the Customer holds a valid and subsisting Credit Account and subject to any specific Credit Account arrangements notified to the Customer by the Supplier in writing in respect of such Credit Account, pay each invoice submitted by the Supplier within 30 days of the date of the invoice; or
- 6.5.2 where the Customer does not hold a valid and subsisting Credit Account or the Customer does hold a valid and subsisting Credit Account but does not have sufficient credit remaining to cover the costs of the Services, pay for the relevant Order on placing such Order or as soon as reasonably practicable following receipt of the invoice from the Supplier (as applicable and within 10 days in any event), provided always that the Customer acknowledges and agrees that, notwithstanding any other provision of these Conditions, the Supplier shall not be obliged to supply the relevant Services until the Customer has, subject to clause 6.1.3, paid in full for such Services,

in each case in full and in cleared funds to a bank account nominated in writing by the Supplier or and time for payment shall be of the essence of the Contract.

- 6.6 All amounts payable by the Customer 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 Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier’s remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at a minimum of 4% a year.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.9 All payments must be made in the currency set out in the invoice.

7 Intellectual property rights

- 7.1 All intellectual property rights in or arising out of or in connection with the Event and/or Services, including any materials produced for the Event by or on behalf of the Supplier (other than the intellectual property rights in the Customer’s logo and any Customer Materials) shall be owned by the Supplier or its licensors.
- 7.2 The Customer shall not use any trade marks, trade names or logos which are, or which

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resemble, the Supplier's trade marks, trade names or logos without prior written consent from the Supplier. Where consent is granted, all usage must be in accordance with any conditions stipulated by the Supplier and the Supplier's brand guidelines, as notified to the Customer and as updated from time to time.

7.3 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free non-transferable licence for the term of the Contract to:

7.3.1 use, publish and display the Customer's name and logo; and

7.3.2 use (and where necessary) copy, modify, publish and display any Customer Materials provided by the Customer to the Supplier

for the purpose of providing the Services to the Customer. The Supplier shall be entitled to use the Customer's name, logo and Customer Materials after the Event and completion of the Services in respect of any media created in connection with the Event.

7.4 The publication of the Customer Materials shall be subject to the Supplier's approval of such content.

8 Confidentiality

8.1 Each party undertakes that it shall not at any time during the term of this Contract, and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the price of the Services, business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

8.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 9.2.1 death or personal injury caused by negligence; and
 - 9.2.2 fraud or fraudulent misrepresentation.
- 9.3 Subject to clause 9.2, the Supplier's total liability to the Customer, howsoever arising, under or in connection with the Contract shall not exceed the total of the charges set out in the Order (the "**Cap**"), provided that where any sums are refunded to the Customer under the terms of the Contract, the Cap shall be reduced by the amount of such refund.
- 9.4 During this Contract the Supplier shall maintain in force insurance policies with reputable insurance companies against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with this Contract, and produce to the Customer on demand full particulars of that insurance and the receipt for the then current premium.
- 9.5 Subject to clause 9.2, the following types of loss are wholly excluded and neither party shall have any liability for them under or in connection with this Contract:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 9.6 The Supplier has no liability to the Customer in respect of:
- 9.6.1 contracts made by the Customer with third parties in connection with the Event. The Supplier will not be a party to these contracts and, it is the Customer's sole responsibility to pay all fees and costs relating to any commitments under such third party contracts.
 - 9.6.2 the loss or damage to the Customer's equipment or property or, or if applicable, any of its Associated Persons' equipment or property, while at the Event.

- 9.6.3 if any element of the Event is to be delivered virtually, any failure of the platform and/or any equipment incompatibilities and/or any defects or failures in communication lines, the internet or internet service provider.
- 9.7 The Customer will indemnify the Supplier from and against all Losses suffered or incurred by the Supplier arising out of or in connection with:
- 9.7.1 the Supplier's use of the Customer's name, logo and the Customer Materials;
- 9.7.2 any breach by the Customer or its Associated Persons of this Contract;
- 9.7.3 the Customer's and its Associated Persons' attendance at the Event, including but not limited to any injury or death to any person, or damage caused to the venue, by the Customer or its Associated Persons.
- 9.7.4 any act, omission or wilful misconduct by the Customer or its Associated Persons.
- 9.8 This clause 9 shall survive the expiry or termination of the Contract.

10 **Cancellation**

A. **By Customer**

- 10.1 The Customer may terminate the Contract for the Services where the Supplier is not at fault, but because the Customer simply wishes to cancel either its exhibition at and/or sponsorship of the Event, by giving written notice to the Supplier. Depending on when notice is received by the Supplier, the Customer may be liable to pay a cancellation fee ("**Cancellation Fee**") as set out in clause 10.2.
- 10.2 The Cancellation Fee due will be calculated as a percent of the charges as follows:

Notice received	Exhibition Space	Sponsorship Rights
91 days or more prior to the Event	50% of the charges	50% of the charges
Between 31 and 90 days prior to the Event	75% of the charges	75% of the charges
30 days or less prior to the Event	100% of the charges	100% of the charges

- 10.3 Where the Customer:
- 10.3.1 has paid an amount to the Supplier which is in excess of the Cancellation Fee, the Supplier shall refund the balance to the Customer.
- 10.3.2 has paid an amount to the Supplier which is less than the Cancellation Fee, the Supplier shall invoice the Customer for the outstanding balance, which

must be paid within 14 days of the invoice date.

B. By Supplier

10.4 The Supplier reserves the right to:

10.4.1 cancel the Event and terminate the Contract;

10.4.2 postpone the Event to a later date;

10.4.3 change the nature/medium of the Event (e.g. from a physical event to a virtual event);

10.4.4 change the location of the Event,

for any reason, including without limitation where it is subject to a Force Majeure Event. Where the Supplier takes any action in accordance with this clause 10.4, the Supplier will notify the Customer as soon as reasonably practicable and the following provisions will apply:

Cancellation of Event	Exhibition Space	A refund of the Exhibition Space charges will be provided to the Customer.
	Sponsorship Rights	The Supplier will refund that part of the Sponsorship Rights charges which relate to those elements of the Sponsorship Rights that will no longer be delivered.
Postponement of Event	Exhibition Space	The Exhibition Space will be transferred to the new Event date. Where this new date does not work for the Customer, upon providing satisfactory evidence to the Supplier showing why the new date does not work for the Customer, a refund of the Exhibition Space charges will be provided to the Customer.
	Sponsorship Rights	The Sponsorship Rights will be transferred to the new Event date.
Change in nature/medium of Event	Exhibition Space	The Exhibition Space will be transferred to the new nature/medium.
	Sponsorship Rights	Where any element of the Sponsorship Rights does not work in the context of the new nature, the Supplier shall (acting reasonably) propose an alternative solution, but where an alternative is not possible, the Supplier will refund to the Customer that element of the Sponsorship Rights charges pertaining to those Sponsorship Rights which can no longer be delivered.

Change in location of the Event	Exhibition Space	The Exhibition Space will be transferred to the new Event location. If the new Event location means that the Customer's Exhibition Space needs to be reduced, the Supplier will refund to the Customer the difference between the price paid for the larger Exhibition Space initially reserved and the smaller Exhibition Space to be provided.
	Sponsorship Rights	The Sponsorship Rights will be transferred to the new Event location.

10.5 The parties agree that the Supplier shall not be in breach of this Contract by virtue of the Supplier cancelling the Event and terminating the Contract in accordance with clause 10.4.1.

10.6 Where the Supplier takes any action under clause 10.4 as a result of a Force Majeure Event, any refund given to the Customer will be subject to a deduction of up to 2% of the charges in respect of administration costs.

11 **Termination**

11.1 The Contract will automatically terminate on the later of: i) the delivery of the Services; and ii) the conclusion of the Event (the "**Term**").

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable and there are more than 30 days before the Event begins) fails to remedy that breach within 10 days after receipt of notice in writing to do so;

11.2.2 a relevant consent, approval, licence, or authorisation held by the other party is withdrawn, withheld or modified so that the terminating party can no longer comply with its obligations or receive a benefit to which it is entitled;

11.2.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an equivalent effect to this clause;

11.2.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

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- 11.2.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.3.1 after receiving a minimum of 5 Working Days' notice from the Supplier that any amount is overdue, the Customer fails to pay any amount due under the Contract.
- 11.3.2 it comes to the Supplier's attention that the Customer's association with the Event may impair or damage the reputation of the Event and/or Supplier in any way or which may bring the Event and/or the Supplier into disrepute;
- 11.3.3 it comes the Supplier's attention that there is a change in nature of the Customer's business such that it is inconsistent with the values and ethos of the Event and/or Supplier.
- 11.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier:
- 11.4.1 pending a remedy of a breach of the Contract by the Customer or its Associated Persons;
- 11.4.2 if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.2.2 to clause 11.2.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12 Consequences of termination

- 12.1 On termination of the Contract in accordance with clauses 11.2 or 11.3:
- 12.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice.
- 12.1.2 the Supplier shall have the right to invoice the Customer for reasonable compensation for the costs the Supplier has incurred as a result of the Customer failing to comply with the Contract and shall have the right to invoice the Customer for the Cancellation Fee set out in clause 10.1.

All invoices raised by the Supplier shall be payable by the Customer immediately on receipt.

- 12.2 On termination of the Contract by the Supplier in accordance with clauses 11.2 or 11.3,

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or by the Customer in accordance with clause 10.1:

12.2.1 any rights granted to the Customer shall immediately terminate and revert to the Supplier. The Supplier shall be entitled to resell the Services to third parties.

12.2.2 the Customer shall immediately stop exercising any rights to which it was entitled under the Contract, and (where permission was granted by the IET in accordance with clause 7.2) immediately cease using the Supplier's trade marks, trade names or logos and destroy all materials in which they appear.

12.3 Where termination of the Contract by the Supplier occurs:

12.3.1 during the Event (which for the purposes of this clause includes set up and break down), the Customer and its Associated Persons must immediately vacate the Event venue and no further participation will be permitted.

12.3.2 and such termination is:

(i) within close proximity to the Event such that printed media cannot be changed in time to remove references to the Customer, the Supplier may continue to use the Customer's Materials for the purposes of the Event.

(ii) not within close proximity to the Event such that there is sufficient time to reprint the printed media without the references to the Customer, the Customer shall be liable for the costs of the reprint.

For the avoidance of doubt, all references to the Customer and Customer Materials on/in digital media will be removed.

12.4 Upon termination or expiry, each party shall: a) destroy or return to the other party all documents and materials containing, reflecting or based on the other party's confidential information; b) erase all the other party's confidential information from computer and communication systems and devices used by it; and c) confirm to the other party that it has complied with the requirements of this clause, provided that the receiving party may retain such documents and materials to the extent required by law or applicable governmental or regulatory authority.

12.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.6 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

13 Force majeure

13.1 The Supplier shall not be in breach of the Contract nor liable for any:

13.1.1 delay in performing;

13.1.2 failure to perform;

13.1.3 prevented or hindered performance of,

any of its obligations under the Contract if such delay, failure, prevention or hinderance results from a Force Majeure Event.

13.2 The Supplier shall as soon as reasonably practicable after the start of the Force Majeure Event, but no later than 10 Business Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract. The Supplier will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.3 If the Force Majeure Event prevents, hinders, delays or otherwise causes the failure of the Supplier's performance of its obligations for a continuous period of more than 10 Business Days, the Supplier shall be entitled to take any of the actions as set out in clause 10.4.

14 Data Protection

14.1 Each party shall comply with the provisions of the Data Protection Legislation and, where the Customer is outside of the UK, it shall also comply with any local data protection laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data which it obtains or uses in connection with this Contract. Neither party shall do or omit to do anything which might cause or otherwise result in a breach by the other party of applicable data protection laws, regulations or codes of practice.

14.2 The Supplier warrants and undertakes that:

14.2.1 the personal data has been collected, processed and transferred in accordance with the Data Protection Legislation.

14.2.2 the personal data has been collected based on the consent of the data subjects, via an opt-in option available as part of the registration process. The Supplier will only process and transfer personal data based on this consent.

14.2.3 prior to sharing the personal data with the Customer, the Supplier shall ensure that all appropriate privacy notices have been made available to each relevant data subject, and all consents obtained, as necessary to permit the sharing of the personal data with the Customer for the Permitted

Purpose on the permitted lawful basis as envisaged under this Contract in accordance with the Data Protection Legislation. During the Term, the Supplier shall promptly notify the Customer if it becomes aware that any such consent is withdrawn or if a relevant data subject has requested that their personal data is no longer processed by either party for the Permitted Purpose.

14.3 The Customer warrants and undertakes that:

14.3.1 it will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected;

14.3.2 it has no reason to believe, at the time of entering into this Contract, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these Conditions and it will inform the Supplier (which will pass such notification on to the applicable Supervisory Authority where required) if it becomes aware of any such laws. The representative for each party with overall internal responsibility for ensuring compliance the obligations under this clause 14, as well as responsibility for dealing with enquires concerning the processing of the personal data (whether from the other party, the data subjects or the applicable Supervisory Authority), is set out in Annex A of the Order. Each party will cooperate in good faith with each other, the data subjects and the applicable Supervisory Authority in respect of enquiries within a reasonable time. Each party may update details of their representative by notice to the other party.

15 **Anti-slavery and anti-bribery**

15.1 In performing their obligations under this Agreement, the Customer and Supplier shall each:

15.1.1 comply with all the Anti-Slavery Laws; and

15.1.2 have and maintain throughout the term of this Agreement their own policies and procedures to ensure their compliance with the Anti-Slavery Laws.

15.2 Each party confirms to the other that as at the date of this Agreement, in respect of their own officers and employees, no person has been convicted of any offence involving slavery or human trafficking.

15.3 Each party shall notify the other party as soon as it becomes aware of any actual slavery or human trafficking in its supply chain which is directly involved in the provision of the Services.

15.4 Each party shall respond promptly to all slavery and human trafficking due diligence

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questionnaires issued to it by the other party in relation to the Services from time to time and shall ensure that its responses to all such questionnaires are complete and accurate to the best of its knowledge.

- 15.5 The Customer and Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

16 **General**

- 16.1 **Assignment and other dealings.** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

- 16.2 The Supplier may at any time assign, subcontract or deal in any other manner with any or all of its rights and obligations under this Contract, provided that the Supplier shall at all times remain liable for the actions or omissions of its subcontractors. Where the Supplier appoints a subcontractor, the Customer's obligations under clause 5 in relation to the Supplier shall be deemed to also include such subcontractor.

16.3 **Notices.**

- 16.3.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or (in respect of notices or communications sent and received in the United Kingdom) 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
- (ii) sent by email to the address contained on the relevant Order.

- 16.3.2 Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (ii) if (in respect of notices or communications sent and received in the United Kingdom) 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; and
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.3.2(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 16.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16.5 **Waiver.** 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 right or remedy. 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.
- 16.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 16.7 **Entire agreement.**
- 16.7.1 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.
- 16.7.2 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 based on any statement in the Contract.
- 16.8 **Third party rights.** 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.
- 16.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 16.10 **Mediation.** If any dispute arises in connection with this Contract, the parties agree to attempt to resolve a dispute between the parties in the first instance. If the attempt is unsuccessful, the parties agree to enter into mediation in good faith to settle such a

dispute and will do so in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

- 16.11 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 16.13 **Language governing the Contract.** The Contract is drafted in, and will be governed by, the English language only.