



THE
BIBA
CONFERENCE
2024

MANCHESTER CENTRAL
15-16 MAY
BRITISH INSURANCE
BROKERS' ASSOCIATION

EXHIBITORS TERMS AND CONDITIONS

1. Definitions

1.1 In these terms and conditions, the following definitions shall apply:

"Additional Activity Booking Form"	means the document setting out the Additional Items selected by the Exhibitor;
"Additional Fees"	means the fees payable for the Additional Items selected by the Exhibitor that are not covered in the Fees which will be set out in an Additional Activity Booking Form;
"Additional Items"	means additional optional items offered by the Organiser to Exhibitors in relation to the Event;
"BIBA Conference App"	means the mobile application-based event management solution which is made available by the Organiser and provided by a third party provider to the Exhibitors, Sponsors, Representatives and other attendees of the Event;
"Booking"	means a booking for a Stand Space and, where selected, a Space Only, Shell Scheme or a Show Ready Package, as applicable to the relevant Exhibitor;
"Booking Contract Form"	means the online or hard copy pdf form that is required to be completed by the Exhibitor before the Event;
"Conference Website"	means the Event website through which the Exhibitor can access the Exhibitors' Manual and other information in respect of the Event which is available at such URL notified to the Exhibitor from time to time. Any reference to the Conference Website in these Terms shall also be deemed to be a reference to the Exhibitors' Manual;
"Contract"	has the meaning set out at clause 2.3;
"Event"	means the British Insurance Brokers' Association conference and exhibition being held at the Venue during the period set out in the header to these Terms;
"Exhibitor"	means any person, company or organisation named (or whose trading name is included) on the Booking Contract Form. Reference to the Exhibitor in these Terms shall also be deemed to be a reference to any Exhibitor group companies, business units or trading names which will be using the Exhibitor's Stand Space;
"Exhibitors' Manual"	means the online manual provided by the Organiser to the Exhibitor in accordance with clause 2.5.2 that contains information the Exhibitor will need to plan its participation at the Event.;
"Fees"	means the total sums payable by the Exhibitor for the Exhibitor's Booking which are set out in the invoice issued by

the Organiser to the Exhibitor;

"Force Majeure Event"	means any act, omission or accident beyond the reasonable control of a party which renders impossible or substantially hinders its performance of this Contract including but not limited to any of the following: flood, earthquake, tempest or other adverse weather conditions or natural disaster, act of God, pandemic or epidemic, or other instance of a contagious disease, nuclear or conventional war, or threat of nuclear or conventional war, civil unrest, insurrection, terrorist attack, acts of civil or military authority, any law or any action taken by a government or public authority, cyber-attack, fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, internet service provider, embargoes or shortages, or any labour dispute, including but not limited to, labour strife;
"Organiser"	means the British Insurance Brokers' Association whose registered office address is at 8th Floor, John Stow House, 18 Bevis Marks, London EC3A 7JB;
"Relevant Local Authority"	means the relevant local authority for the Venue;
"Representatives"	means the employees, staff, agents, members, subcontractors, and any other representatives including its guests, invitees and hired promotional personnel and/or ambassadors, of the Exhibitor;
"Shell Scheme"	means stand walling and any other items that have been provided by the Organiser and allocated for use by the Exhibitor at the Event;
"Show Ready Package"	means the items set out in the definition of Show Ready Package: <ul style="list-style-type: none">• a full graphic cladding offering an uninterrupted display around the Shell Scheme walls (produced from the Exhibitor's artwork); and• hire of a furniture package comprising a minimum of a table, seating and literature dispenser (for 3m x 2m stands) with more furniture for larger stands;
"Space Only"	means the designated floor area in the exhibition allocated for use by the Exhibitor at the event for the Exhibitor to design and build their own stand;
"Stand Space"	means a specific area hired by the Exhibitor for the Event as specified in the Booking Contract Form;
"Terms"	has the meaning set out at clause 2,3;
"Venue"	means the venue in which the Event will be held; and
"Venue Owner"	means the owner of the Venue.

- 1.2 An obligation on the Exhibitor to do, or to refrain from doing, any act or deed shall include an obligation on the Exhibitor to procure that its Representatives also do, or refrain from doing, such act or deed. The Exhibitor shall take full responsibility for all acts and omissions of its Representatives, as if the Exhibitor committed such act or omission.

2. General

- 2.1 In order to make a Booking, an Exhibitor must submit a completed and signed Booking Contract Form to the Organiser by email or by completing the online Booking Contract Form.
- 2.2 The Booking Contract Form must be completed by an authorised representative of the Exhibitor. Bookings will not be accepted from agents or third parties on behalf of an Exhibitor.
- 2.3 *Once the Booking Contract Form* has been received by the Organiser and confirmation of its acceptance has been sent by email by the Organiser to the Exhibitor, the Exhibitor is deemed to have a binding agreement with the Organiser for the Booking. In respect of any Booking, the Exhibitor agrees to comply with and be bound by the following:
 - 2.3.1 the terms of the Booking Contract Form;
 - 2.3.2 the terms of any Additional Activity Booking Form (where applicable); and
 - 2.3.3 *all provisions contained within these terms and conditions, including Schedules 1 and 2 ("Terms"),*

(together the "**Contract**").

- 2.4 Where an Exhibitor obtains any services or items in relation to the Event from any third party supplier:
 - 2.4.1 the terms in place between the Exhibitor and such third party supplier shall govern the provision of such services or items; and
 - 2.4.2 the Organiser shall have no responsibility or liability to the Exhibitor in respect of such services or items.
- 2.5 In addition, the Exhibitor shall comply with:
 - 2.5.1 all applicable law in relation to the Exhibitor's attendance at the Event;
 - 2.5.2 the Exhibitors' Manual (as updated from time to time), made available by the Organiser via a URL to be sent by the Organiser to the Exhibitor and on the Conference Website;
 - 2.5.3 any other reasonable instructions subsequently issued by the Organiser before the Event;
 - 2.5.4 all applicable rules or regulations laid down by the Relevant Local Authority for the Event (the Organiser shall provide details of any such rules or regulations the Relevant Local Authority has made it aware of on the Conference Website, but it is the ultimate responsibility of the Exhibitor to ensure it is aware of all applicable rules and regulations); and
 - 2.5.5 all applicable rules or regulations laid down by the Venue Owner including, but not limited to, regulations relating to security, health and safety, fire and traffic (the Organiser shall provide details of any such rules or regulations the Venue Owner has made it aware of on the Conference Website, but it is the ultimate responsibility of the Exhibitor to ensure it is aware of all applicable rules and regulations).

- 2.6 The Organiser reserves the right, and without reason, to refuse any application from a prospective Exhibitor. Where this occurs, any Fees and, if relevant, any Additional Fees, which have been paid by the Exhibitor to the Organiser at the time of application, will be refunded by the Organiser in full.
- 2.7 Before submission of the Booking Contract Form, an Exhibitor may obtain a provisional Booking. Should the Organiser agree to hold a provisional Booking for an Exhibitor, the Organiser reserves the right to sell the relevant Stand Space to another Exhibitor should the first Exhibitor be unable to confirm their Booking on request.
- 2.8 The Organiser reserves the right to alter the dates for the Event, the timings of the Event, the layout of the Event, or the availability or location of facilities at the Event, at any time and in any respect where the Organiser:
 - 2.8.1 is reasonably requested or required to by the Venue;
 - 2.8.2 is required to in order to give effect to, or reasonably considers that such steps are required to appropriately give effect to, government regulation or guidance; or
 - 2.8.3 reasonably considers such alteration will facilitate the running of the Event in a substantially similar manner where without such alteration a Force Majeure Event or an Adverse Event may have prevented the Event from taking place.

Use of Exhibitor Logo

- 2.9 Upon the signing of this Agreement, the Organiser shall be entitled to use the Exhibitor name and logo belonging to the Exhibitor in its promotional materials in respect of the Event. The appropriate Exhibitor logo for the Event will be provided by the Exhibitor.
- 2.10 In respect of any use of the Exhibitor name and logo, the Organiser:
 - 2.10.1 shall ensure that it only uses the Exhibitor logo in the form and format provided by the Exhibitor;
 - 2.10.2 shall ensure that it complies with any guidelines provided by the Exhibitor;
 - 2.10.3 will not permit the Exhibitor name and logo to be used in connection with anything illegal or offensive or otherwise in a way which would bring the Exhibitor or the Event into disrepute, all in the sole opinion of the Exhibitor;
 - 2.10.4 will not use the Exhibitor name and logo in any way which may be misleading or cause confusion as to the Exhibitor's relationship with the Organiser or the Exhibitor's connection with any other event organised by the Organiser.
- 2.11 The Organiser agrees that the Exhibitor name and logo remains the property of the Exhibitor.

Exhibitor Obligations

3. Use of Organiser Logo

- 3.1 On confirmation of a Booking, the Exhibitor shall be entitled to use the Organiser name and logo in its promotional materials in respect of the Event. The appropriate Organiser logos for the Event will be available on the Conference Website.
- 3.2 In respect of any use of the Organiser name and logos the Exhibitor shall ensure that:
 - 3.2.1 it only uses the Organiser logos in the form and format provided on the Conference Website;
 - 3.2.2 it complies with any use guidelines set out on the Conference Website;

- 3.2.3 will not permit the Organiser name and logo to be used in connection with anything illegal or offensive or otherwise in a way which would bring the Organiser or the Event into disrepute, all in the sole opinion of the Organiser; and
- 3.2.4 will not use the Organiser name and logo in any way which may be misleading or cause confusion as to the Exhibitor's relationship with the Organiser or the Exhibitor's connection with any other event organised by the Organiser.
- 3.2.5 The Exhibitor agrees that the Organiser name and logo remains the property of the Organiser.

4. **Health & Safety**

- 4.1 To the fullest extent permitted under applicable law, the Exhibitor and its Representatives shall attend the Event entirely at their own risk and responsibility.
- 4.2 The Exhibitor is *bound by all applicable health and safety legislation during its attendance at the Event*, including, but not limited to, in the construction and dismantling of the stand.
- 4.3 The Exhibitor is responsible for health and safety at its Stand Space, and its Representatives during construction, use and dismantling at the Event.
- 4.4 In order to create and maintain a safe environment during the build-up at the Event and at the breakdown of the Event, the Exhibitor and its suppliers, agents and subcontractors must abide by the reasonable instructions provided by designated safety officers employed by the Organiser and/or the Venue Owner.
- 4.5 The Exhibitor must submit to the Organiser all plans, risk assessments, method statements and any other requested documentation for use at the Event by the relevant deadlines, as outlined in the Exhibitors' Manual. Failure to do so may result in the Exhibitor not being permitted to attend the Event. In the event that the Exhibitor is not permitted to attend the Event, due to breach of this clause 4.5, it will be deemed a cancellation by the Exhibitor and a 100% Cancellation Charge will apply.
- 4.6 The Exhibitor agrees to take all reasonable precautions to prevent danger or damage by fire, including, but not limited to, ensuring that all materials, equipment and fittings ("**Stand Materials**") used in the construction of the stand and used at the Stand Space will comply with all applicable fire safety requirements. This includes, but is not limited to, ensuring, where appropriate, that all Stand Materials contain non-flammable and insulated, fire-proof materials to mitigate the risk of fire.
- 4.7 The Exhibitor agrees not to tamper with any fire points and accessories, and ensure that it will not obstruct any fire and emergency access points or exits, in the Venue at the Event.
- 4.8 The Exhibitor acknowledges that the Organiser shall be entitled to impose requirements on attendees at the Event, including the Exhibitors and their Representatives, as required to enforce any government or public health regulations or guidance or as required to comply with or give effect to health and safety regulations or guidance, which include, without limitation, those instructions given under clause 4.4. The Exhibitor shall ensure its Representatives in attendance at the Event comply with such requirements.
- 4.9 The Organiser, acting reasonably, reserves the right to refuse entry to the Event to any individual, including any Representative, where it deems it appropriate to do so, including for failure to comply with any such requirements.

5. **Security/Insurance**

- 5.1 The Exhibitor shall be liable and responsible for all of its contents, materials and possessions used at the Event by the Exhibitor at all times, as well as those of its Representatives.
- 5.2 The Exhibitor is required to have in place the following levels of insurance to cover its obligations and liabilities that may arise from the Contract, as outlined in the Exhibitors' Manual. These levels are as follows:
- 5.2.1 public liability insurance - £10 million limit of indemnity;
 - 5.2.2 product liability insurance - £10 million limit of indemnity; and
 - 5.2.3 employers' liability insurance - £10 million limit of indemnity.
- 5.3 The Organiser may require the Exhibitor to provide confirmation of such insurance being in place. In addition, the Organiser shall be entitled to request that the Exhibitor provides a dated copy of the schedules and/or certificates for such insurance policies to the Organiser for review by the Organiser, which shall be provided promptly on demand. Failure to provide confirmation or a copy of such insurance policies when requested may result in the Exhibitor not being permitted to attend the Event. In the event that the Exhibitor is not permitted to attend the Event, due to breach of this clause 5.3, it will be deemed a cancellation by the Exhibitor and a 100% Cancellation Charge will apply.
- 5.4 The Exhibitor's liability insurance policies must also include an 'indemnity to principal' clause or other equivalent clause in favour of the Organiser.
- 5.5 The Exhibitor will be liable in respect of any claim received arising out of the actions and omissions of the Exhibitor's Representatives and will indemnify the Organiser in respect of any such claims.
- 5.6 Where the Exhibitor already has relevant insurance in place, it should ensure that this cover extends to organised events taking place outside of the Exhibitor's business premises, including, but not limited to, for any work or activities that the Exhibitor will be undertaking at the Event. If in doubt, the Exhibitor should consult its insurance provider

6. **Buildup, Breakdown and Conclusion of the Event**

- 6.1 A delivery reception point is operated at the Venue during the buildup and breakdown of the Event to assist Exhibitors attending the Event. However, the Organiser accepts no responsibility for any goods, stand items or any other materials of the Exhibitor which may be delivered to the Venue or left for third party collection at the Venue for the Event.
- 6.2 The Exhibitor agrees:
- 6.2.1 not to remove any items from the Stand Space, nor commence the breakdown of the stand, before the official closing time of the Event, as outlined in the Exhibitors' Manual;
 - 6.2.2 to promptly buildup and/or breakdown and properly vacate the Venue by the prescribed times, as outlined in the Exhibitors' Manual. Where this does not occur, the Organiser may charge the Exhibitor for any charges that it incurs owing to the Exhibitor's failure to promptly buildup and/or breakdown and vacate the Venue; and
 - 6.2.3 at the conclusion of the event, to ensure that its Stand Space is clean and free from rubbish, and all of its items have been removed from the Stand Space and/or in any other areas of the Venue. Any items left by the Exhibitor will be deemed to have been left intentionally, and the Organiser may treat such items as rubbish and dispose of them accordingly, and may charge the Exhibitor for any costs arising from such disposal.

- 6.3 For the avoidance of doubt, to the extent any obligation or liability in this Contract relates to the Exhibitor's physical attendance at the Event, any reference to the Event in respect of such obligations and liabilities shall be deemed to include the relevant period of buildup and breakdown for the Event.

7. Exhibitor identification

- 7.1 The Exhibitor must ensure that all of its Representatives wear the identification badges issued by the Organiser at all times. Failure to wear appropriate *identification may lead to persons* being ejected from the Event.
- 7.2 The Exhibitor confirms that each identification badge issued is allocated to a specific person or persons and shall be non-transferable.
- 7.3 The Exhibitor may apply for additional identification badges. Where:
- 7.3.1 these *additional* badges are in respect of any Representative, other than registered promotional personnel or ambassadors, Additional Fees will be payable and the Exhibitor will be invoiced following the event in respect of all such additional badges, as outlined in the Exhibitors' Manual; and
- 7.3.2 these additional badges are in respect of promotional personnel or ambassadors, no Additional Fees will be payable if registered in advance. Where registered on site at the Event, Additional Fees will be *payable and* the Exhibitor will be invoiced following the event in respect of all such additional badges, as outlined in the Exhibitors' Manual

8. Damage

- 8.1 The Organiser reserves the right to charge the Exhibitor for any damage to the Space Only, Shell Scheme or Show Ready Package caused by the Exhibitor.
- 8.2 The Exhibitor shall not cause any damage to any part of the Venue, nor the
- 8.3 surrounding properties of the Venue.
- 8.4 Where such damage does occur at the Venue, or to the surrounding properties of the Venue, the Exhibitor shall be liable for all costs incurred in making good any such damage and the Organiser reserves the right to charge the Exhibitor for the cost of rectifying any damage that can reasonably be linked to the acts or omissions of an Exhibitor.

9. Booking and Payment

- 9.1 On acceptance of the Booking Contract Form by the Organiser, the Organiser shall invoice the Exhibitor for the Fees. The Fees shall be payable by the Exhibitor in accordance with the payment schedule set out at Schedule 1.
- 9.2 In addition, where Additional Items have been selected at any time by the Exhibitor, as set out in an Additional Activity Booking Form, the Organiser shall invoice the Exhibitor for the Additional Fees. The provision of such Additional Items shall be governed by this Contract.
- 9.3 The Exhibitor agrees to pay the Organiser the Additional Fees within 30 days of receipt of an invoice for the Additional Items.
- 9.4 If the Fees, or Additional Fees, have not been received by the respective due dates as set out under clauses 9.1 and 9.2 (or at a date later agreed between the parties) the Organiser may terminate the Contract with immediate effect by giving notice in writing to the Exhibitor whereupon a cancellation by the Exhibitor will be deemed to have occurred and the full amount outstanding by that date of any Fees and Additional Fees will become due and payable.

9.5 In the event of non-payment of the Fees or Additional Fees, the Organiser reserves the right to refuse any application by the Exhibitor to exhibit at any future event organised by the Organiser.

10. Cancellation by the Exhibitor

10.1 If an Exhibitor wishes to cancel the Contract, it must submit a notice in writing to the Organiser in accordance with clause 22.2.

10.2 In the event that an Exhibitor wishes to cancel the Contract, then the Organiser reserves the right to apply the following charges (the "**Cancellation Charges**"):

Cancellation being received	Cancellation Charges
On or before 31st day of the December prior to the Event	20% of the Fees 20% of the Additional Fees
On or between 1 st day of January prior to the Event and 28 th day of February prior to the Event	50% of the Fees 100% of the Additional Fees
On or after 1 st day of March prior to the Event	100% of the Fees 100 [^] of the Additional Fees

10.3 Subject to clauses 10.4 and 10.5, the Cancellation Charges will be paid through retention by the Organiser of the Fees and Additional Fees already paid to the Organiser by the Exhibitor.

10.4 Any payments already made to the Organiser over and above the applicable Cancellation Charges will be refunded to the Exhibitor within 30 calendar days of the Organiser's receipt of the notice of cancellation.

10.5 The Exhibitor agrees that in the event it cancels within the above time *frames, even* where it has not, at the time of cancellation, paid the Fees or Additional Fees to the Organiser, it will nonetheless be liable for the above Cancellation Charges which will be due 30 days after confirmation by the Organiser that it has received the notice of cancellation from the Exhibitor.

10.6 The Exhibitor agrees that should it fail to attend the Event and occupy its Stand Space but where it has not notified the Organiser that it has cancelled, it will be deemed to have cancelled on or after 1st day of March prior to the event and the applicable Cancellation Charge will be applied.

10.7 Cancellation of the Contract by the Exhibitor shall be without prejudice to any rights or remedies that may have accrued to the Organiser.

11. Force Majeure Event

11.1 The parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from a Force Majeure Event. Where a Force Majeure Event arises, the party whose obligations are suspended by virtue of the Force Majeure Event shall use all reasonable endeavours to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all the circumstances.

11.2 The parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

- 11.3 If a default due to a Force Majeure Event shall continue for more than four (4) weeks from the commencement of the Force Majeure Event, the party not in default shall be entitled to *terminate the Contract*.
- 11.4 Where a Force Majeure Event has the effect of either:
- 11.4.1 the Organiser being unable to deliver the Event; or
 - 11.4.2 an Exhibitor being unable to take part in the Event,
- the Contract shall be deemed terminated.
- 11.5 In such case:
- 11.5.1 the Fees and/or Additional Fees due at the date of termination will continue to be due in accordance with clause 9 and Fees and/or Additional Fees already paid shall not be refunded; and
 - 11.5.2 without prejudice to the generality of clause 13.2, the Organiser shall have no liability to the Exhibitor in respect of any loss, cost, expense or other liability that may arise as a result of such termination.

12. Exclusions for Adverse Events

- 12.1 Where the Event is abandoned, cancelled, postponed, curtailed, relocated, suspended (in whole or in part) or otherwise adversely affected or an Exhibitor is unable to take part in the Event in whole or in part due to:
- 12.1.1 any material changes in the requirements of any Relevant Local Authority or the Venue Owner in respect of the Event, or any change in the law, interpretation of the law, or any government guidance that affects the Event;
 - 12.1.2 any adverse publicity, criticism or adverse comment regarding the Event or the Organiser made in any newspaper or otherwise promulgated;
 - 12.1.3 poor attendance at the Event by visitors or the press;
 - 12.1.4 non-attendance at the Event by any speakers or other similar participants;
 - 12.1.5 a period of national mourning; or
 - 12.1.6 any other cause not within the reasonable control of the Organiser,
- this shall be an "**Adverse Event**".
- 12.2 The Organiser shall have no liability to the Exhibitor in respect of any loss, cost, expense or other liability that may arise following an Adverse Event.
- 12.3 In the event that an Adverse Event does not prevent the Event from taking place in some form, the Contract shall be deemed to continue in full force and effect. In such cases where the Exhibitor nevertheless elects to cancel its participation in the Event the Fees and/or Additional Fees due at the date of termination will continue to be due in accordance with clause 9 and Fees and/or Additional Fees already paid shall not be refunded.
- 12.4 In the event that an Adverse Event does prevent the Event from taking place in any form, the Contract shall be deemed terminated and the Fees and/or Additional Fees due at the date of termination will continue to be due in accordance with clause 9 and Fees and/or Additional Fees already paid shall not be refunded.

13. Limitation of Liability

- 13.1 For the avoidance of doubt, nothing in the Contract shall limit or exclude either party's liability to the other for:
- 13.1.1 death or personal injury caused by its negligence; or
 - 13.1.2 fraud or fraudulent misrepresentation.
- 13.2 Neither party shall have any liability to the other whatsoever whether in contract, tort (including, but not limited to, negligence), for breach of statutory duty or otherwise, arising under or in connection with the Contract for:
- 13.2.1 loss of opportunity;
 - 13.2.2 loss of profits;
 - 13.2.3 loss of sales or business;
 - 13.2.4 loss of agreements or contracts;
 - 13.2.5 loss of anticipated savings; or
 - 13.2.6 any indirect or consequential losses which may be suffered or incurred by the Exhibitor (whether directly or indirectly).
- 13.3 In addition, the Organiser shall have no liability to the Exhibitor, whether in contract, tort (including, but not limited to negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:
- 13.3.1 costs incurred by the Exhibitor related to their attendance at the Event;
 - 13.3.2 loss of or damage to goodwill or reputation;
 - 13.3.3 loss of use, or corruption of, software, data or information; or
 - 13.3.4 the acts of other Exhibitors or their Representatives or any speaker or other attendee at the Event.
- 13.4 Subject to clauses 13.1 and 13.5, each party's total *liability* to the other, whether in contract, tort (including, but not limited to, negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the value of the Fees.
- 13.5 The Exhibitor's liability to the Organiser, whether in contract, tort (including, but not limited to, negligence), for breach of statutory duty or otherwise arising under or in connection with the indemnities set out in clause 18.1 shall be limited to £1,000,000.

14. **Data Protection**

- 14.1 In respect of any personal data which relates to the Exhibitor or its Representatives which is processed by the Organiser under or in connection with the Contract, the Organiser shall be a controller (as each of those terms are defined under applicable data protection law) and shall comply with its respective obligations under applicable data protection law.
- 14.2 The Exhibitor acknowledges that the Organiser may need to share the Exhibitor's information relating to its attendance at the Event with the Organiser's contractors and that such information may constitute personal data including, without limitation, a contact name and contact details for the Exhibitor.

15. **Confidentiality**

- 15.1 Each party undertakes that it shall not disclose to any person; i) any confidential information concerning the business, affairs, customers, clients or suppliers of the other

party; or ii) details of the arrangements or terms agreed to between the parties under or pursuant to the Contract, (each “**Confidential Information**”) except as permitted by clause 15.2. Confidential Information shall include any information provided to the Exhibitor in respect of the Event.

15.2 Each party may disclose the Confidential Information:

15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

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

15.3 No party shall use the Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

16. **Reduction of space**

16.1 Should the Exhibitor wish to reduce the amount of Stand Space from that outlined in the Booking Contract Form, then the Exhibitor must provide written notice to the Organiser. The Organiser reserves the right to apply the Cancellation Charges set out in clause 10.2 in respect of the proportion of the value of the space by which the stand is being reduced.

17. **Attendance levels**

17.1 Whilst every reasonable effort will be made to promote the Event, the Organiser provides no representation, guarantee or warranty to the Exhibitor regarding the anticipated levels of attendance by delegates, visitors or other Exhibitors to the Event.

18. **Indemnity**

18.1 The Exhibitor shall indemnify and keep indemnified the Organiser (and references to the Organiser in this clause shall also mean any authorised subcontractors of the Organiser) against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) incurred by the Organiser arising out of or in connection with:

18.1.1 any claim made against the Organiser by a third party relating to death or injury of any person within the Venue at the Event arising from the acts or omissions of the Exhibitor;

18.1.2 any claim made against the Organiser by a third party or any other person arising from the acts, omissions or negligence of the Exhibitor in connection with its attendance at the Event;

18.1.3 any claim made against the Organiser by a third party relating to damage to the goods of any person within the Venue at the Event arising from the acts or omissions of the Exhibitor;

18.1.4 failure by the Exhibitor, upon the conclusion of the Event, to promptly and properly vacate the Venue;

18.1.5 any claim made against the Organiser by a third party relating to any damage to the Venue arising from the acts or omissions of the Exhibitor or during the Event;

- 18.1.6 any claim made against the Organiser by a third party relating to actual or alleged infringement of a third party's intellectual property rights arising from the acts or omissions of the Exhibitor during or in connection with the Event;
 - 18.1.7 loss of or damage to the goodwill or reputation of the Organiser caused by the Exhibitor; or
 - 18.1.8 a breach by the Exhibitor of applicable data protection legislation.
- 18.2 Without prejudice to the generality of clause 1.2, where any of the above events arise from, or due to, the acts or omissions of the Exhibitor's Representatives, the Exhibitor shall be held fully liable as if it were that party committing that act or omission.

19. Bankruptcy or liquidation

- 19.1 In the event a Party becomes bankrupt or insolvent or enters into liquidation or has a receiver, administrator or trustee appointed over any of its assets, the other Party may terminate the Contract immediately on written notice to the affected Party.
- 19.2 In the event of such termination the Cancellation Charges will apply, with the date of termination being the date of cancellation for the purposes of this clause 19.2.

20. Variation

- 20.1 The Organiser reserves the right to add to, alter or vary any of these Terms either generally or in respect of one or more Exhibitors where such variation is necessary:
- 20.2 to ensure that the Terms and Event comply with the requirements of any Relevant Local Authority or the Venue Owner or any applicable laws, regulations or other binding requirements or obligations;
- 20.3 to remove any ambiguity or inconsistency from the Terms;
- 20.4 to better protect the interests of the Exhibitors as a whole;
- 20.5 to ensure the smooth and efficient running of the Event;
- 20.6 to *alleviate or remove any actual or potential risk to the health and safety* of any persons in the Venue or to the Venue or any stand or Stand Space; or
- 20.7 to comply with any insurance policy of the Organiser or the Venue Owner related to the Venue or the Event.
- 20.8 Where such addition, alteration or variation is required in accordance with clause
- 20.9 it shall wherever practicable, be affected so as to minimise any adverse effect on the Exhibitors as a whole and shall, wherever practicable, be communicated to the Exhibitors in advance of any such change taking effect.
- 20.10 For any addition, alteration or variation other than those set out at clause 20.1, such addition, alteration or variation shall not be effective unless made in writing and signed by both parties.

21. Cyber security

- 21.1 The Exhibitor acknowledges that any use of WiFi or similar services made available by the Venue:
 - 21.1.1 is entirely at the risk of the user; and
 - 21.1.2 shall be governed by the terms entered into between the user and the provider of such services.

- 21.2 The Exhibitor acknowledges that the Organiser has no responsibility or liability for any such services set out at clause 21.1, and consequently cannot guarantee and is not responsible for:
- 21.2.1 the availability of any such service;
 - 21.2.2 security of any such service, including without limitation any cyber-attack or other cyber incident; or
 - 21.2.3 the security of content a user transmits or receives using such service.
- 21.3 The Exhibitor acknowledges that any use of the BIBA Conference App:
- 21.3.1 is entirely at the risk of the user; and
 - 21.3.2 shall be governed by the terms entered into between the user and the third party provider of the BIBA Conference App.
- 21.4 The Exhibitor acknowledges that the Organiser has no responsibility or liability in connection with the use of the BIBA Conference App and consequently cannot guarantee and is not responsible for:
- 21.4.1 the availability of the BIBA Conference App;
 - 21.4.2 security of the BI BA Conference App, including without limitation any cyber-attack or other cyber incident; or
 - 21.4.3 the security of content a user transmits or receives using the BIBA Conference App.
- 21.5 In addition, the Organiser makes no warranty:
- 21.5.1 as to the availability of the Conference Website; or
 - 21.5.2 that the Conference Website will be free from errors, viruses or other electronic risks, including, without limitation, cyber-attack or other cyber incident, and shall have no liability to any Exhibitor in respect of the same.
- 21.6 Notwithstanding clause 21.5, the Organiser will use reasonable endeavours to make the Conference Website available to the Exhibitor and to ensure it is free from errors, viruses or other electronic risks.
- 21.7 The Exhibitor will take all reasonable steps (including maintaining appropriate cyber security) to prevent viruses, malware or other electronic risks from:
- 21.7.1 being introduced into the Conference Website;
 - 21.7.2 causing damage to any other participants or attendees at the Event or to the Organiser; or
 - 21.7.3 otherwise affecting the performance of the Event.
- 21.8 In addition to the insurance requirements set out at clause 5.2, the Exhibitor will have in place appropriate cyber insurance to cover its obligations and liabilities (including third party compensation) that may arise from any failure of the steps taken under, or a breach of, clause 21.7.

22. **Miscellaneous**

- 22.1 **Transferability.** This Contract and the appointment as an Exhibitor is non-transferable. Each party is prohibited from transferring any of its rights or obligations under this Contract.

- 22.2 **Notices.** A notice given to a party under or in connection with this Contract shall be in writing and sent to the party at its registered office address or as otherwise notified in writing to the other party. A notice by email to the following email address in respect of the Organiser: conference@biba.org.uk and such email address as notified by the Exhibitor to the Organiser will be deemed a notice in writing for the purposes of this clause where the sender has obtained confirmation from the other party that it has received such notice.
- 22.3 **Disputes.** Any questions or disputes that may arise between the Organiser and the Exhibitor regarding the interpretation of the Contract or the implementation thereof shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any award or remedy issued under this provision may be entered by any court of competent jurisdiction.
- 22.4 **Severance.** If any 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.
- 22.5 **Third Party Rights.** A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 22.6 **Entire Agreement.** The Contract contains the entire agreement between the Organiser and the Exhibitor in relation to the subject matter and supersedes all prior agreements and understandings between the parties in relation to the subject matter.
- 22.7 **Language.** In the event of any dispute as to the interpretation of the Contract due to its *translation into a foreign language*, the English version designated by the Organiser shall take precedence.
- 22.8 **Governing Law and Jurisdiction.** The Contract and any dispute or claim arising out of or in connection with or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and each *party* submits to the exclusive jurisdiction of the English courts.

SCHEDULE 1

Payment Schedule

(References to dates below are to those dates in the year of the relevant Event)

- **Booking Contract Form received on or before the 31st day of the January prior to the Event**
 - 100% of Fees payable within 30 days of receipt of invoice
- **Booking Contract Form received on or after 1st day of the February prior to the Event**
 - 100% of Fees payable by the 31st day of the March prior to the Event
- **Booking Contract Form received on or after the 1st day of the April prior to the Event**
 - 100% of Fees payable immediately on receipt of invoice

SCHEDULE 2

Prohibited Activities

1. The Exhibitor warrants and undertakes that it shall, in addition to any other obligations outlined in the Contract, not:
 - (a) engage in any activities at the Venue or the Event which are dangerous, hazardous, offensive, noxious, illegal or which are or may become a nuisance to the Venue Owner or the owner or occupier of any neighbouring property to the Venue;
 - (b) permit any oil, grease, or any other deleterious, objectionable, dangerous, poisonous or explosive matter or substance to be discharged on any flooring or walls surfaces in the Venue at the Event, and use all reasonable precautions to prevent the discharge of any such substances outside the Venue;
 - (c) engage in, or do anything, which might invalidate any insurance policy that would be reasonably expected to be or has been notified to the Exhibitor as being maintained by the Organiser in respect of the Venue for the Event;
 - (d) bring into or on to any part of the Venue for the Event, any animals unless prior written approval has been given by the Organiser;
 - (e) permit any persons to smoke in the Venue at the Event other than in the designated smoking areas;
 - (f) make any alterations, attachments or additions to the Venue, or attach to the floors, walls, furniture fittings or other property of the Venue, any nails, screws, hooks or any other fittings without the prior written consent of the Organiser;
 - (g) permit to be performed on or at the Venue or the Event, any work in which copyright subsists without the previous consent in writing of the owner of the copyright or other person authorised by the owner to give such consent; and/or
 - (h) do anything or cause or allow anything to be done which would damage the reputation of the organiser, the Venue, the Venue Owner or any other exhibitor at the Event,

the "**Prohibited Activities**".
2. For the purposes of paragraph 1 (a), a "hazardous activity" shall include, without limitation:
 - (a) sponsored walks, rides, marathons, swimming, and other endurance type sporting events;
 - (b) fireworks displays or bonfires;
 - (c) bouncy castles and other inflatable devices;
 - (d) go-karting, quad biking or motor sports;
 - (e) parachute jumping, paragliding or parascending;
 - (f) bungee jumping or abseiling;
 - (g) ballooning or other flying activities;
 - (h) weapons;
 - (i) passenger carrying amusement devices;
 - (j) remote controlled model aircraft, drones;
 - (k) animal rides;
 - (l) pyrotechnics; and/or
 - (m) other events that have a similar hazard profile to the events mentioned above.
3. In the event of the Exhibitor engaging in or permitting any Prohibited Activity:
 - (a) prior to the Event, the Organiser shall be entitled to treat the Contract as cancelled by the Exhibitor in accordance with clause 10;
 - (b) during the Event (which shall be deemed to include buildup or breakdown for the Event), the Organiser shall be entitled to:
 - i. require the Exhibitor to remedy any Prohibited Activity as instructed by the Organiser at the cost of the Exhibitor; and/or
 - ii. eject the Exhibitor from the Event.
4. The Exhibitor shall be liable for any costs arising as a result of its ejection or the Prohibited Activity.