ABOUT THE ISBA CONFERENCE

We are pleased to offer corporate opportunities to exhibit at the 2018 ISBA Annual Conference.

The ISBA Annual Conference lasts for two days and has two distinct elements to it. There is the professional development programme which includes both plenary and breakout sessions and also an exhibition with over 130 stands. In 2018 the Conference is being held at The Brighton Centre on Wednesday, 9 and Thursday 10 May. The Brighton Centre is a renowned conference venue and offers excellent conference facilities.

For further information about The Brighton Centre can be found at: http://conferences.brightoncentre.co.uk/

Outline Programme

A draft programme of events is currently being prepared, therefore the following details and timings are provisional.

Tuesday 8 May 13:30hrs – 19.00hrs Exhibition areas open for set up

Wednesday 9 May 09:30hrs to 17:30hrs – Exhibition areas open to delegates

Thursday 10 May 08:45hrs to 16:00hrs – Exhibition areas open to delegates

16:00hrs – Exhibition breakdown (Clear by 18:00hrs)

Exhibitor Enquiries:

E: office@theisba.org.uk
T: 01256 330369
ABOUT THE INDEPENDENT SCHOOLS’ BURSARS ASSOCIATION (ISBA)

Supporting and advising the bursars and senior management of more than 1000 independent schools across the UK and Internationally.

The ISBA is the only national association to represent school bursars and senior support staff of independent schools, providing them with the professional support they need to manage their schools successfully and provide a world class education to their pupils. It is also the largest of all seven member organisations of the Independent Schools Council (ISC).

Hundreds of bursars and school staff benefit from the ISBA’s specialist advice and guidance services online, over the phone and in person at regional group meetings and professional development events including the annual conference.

We also work closely with professional advisers to the independent school sector ensuring that our member schools have access to the very best information and guidance available in the marketplace.

The association relies on the support provided by organisations, with the income from sponsors and exhibitors at the event subsidising the delegates’ package rate and this helps schools to send their senior staff to attend the conference.

WHY EXHIBIT?

The ISBA Conference provides a unique opportunity for organisations to connect with over 400 delegates, the majority holding the bursar or equivalent role. These are people heading the administrative and financial management of schools and are key decision makers and budget holders in sourcing their school’s products and services. The ISBA is committed to engaging with delegates through an energising and informative programme of speakers, and facilitating networking and business opportunities through a vibrant exhibition and interactive programme of social events.
The process for applying for an exhibition stand is as follows:

**Step One**

Wednesday 25 October 2017 – full information, including floor plans and costs is available on the ISBA website.

An email will be sent to all companies on the ISBA mailing list and this will contain a personalised link to enable companies to access the on-line stand application facility. If you have not received this email or are not on our mailing list and wish to receive the link to apply please call the ISBA office on 01256 330369.

Applications are grouped into eight categories and during the application process companies will be asked to indicate which category most closely matches their business purposes. The categories for 2018 are:

<table>
<thead>
<tr>
<th>Banking &amp; Finance</th>
<th>Legal &amp; Insurance</th>
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</thead>
<tbody>
<tr>
<td>Accountants and Accounting Services</td>
<td>Health &amp; Safety Advisors</td>
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<tr>
<td>Auditors</td>
<td>Health Insurance Services</td>
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<tr>
<td>Banking</td>
<td>HR Advisors</td>
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<tr>
<td>Building Societies</td>
<td>Insurance Services</td>
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<tr>
<td>Finance and Investment Services/Consultants</td>
<td>Law Firms</td>
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<tr>
<td>Payment Systems</td>
<td>Legal Advisors</td>
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<tr>
<td>Pensions</td>
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<tr>
<td>School Fees Payment Companies</td>
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<tr>
<th>Catering Services</th>
<th>Sports</th>
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</thead>
<tbody>
<tr>
<td>Caterers</td>
<td>Gym and Sports Equipment</td>
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<tr>
<td>Catering Advisors/Consultants</td>
<td>Sports Management</td>
</tr>
<tr>
<td>Catering Equipment</td>
<td>Sports Pitches</td>
</tr>
<tr>
<td>Catering Suppliers</td>
<td>Swimming pools</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Construction &amp; Building Services</th>
<th>Property – Professional Advisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Consultants</td>
<td>Accoustic Consultants</td>
</tr>
<tr>
<td>Construction Companies</td>
<td>Architects/Designers</td>
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<tr>
<td>Environmental Services - eg water and waste management</td>
<td>Project Managers</td>
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<tr>
<td>Floors</td>
<td>Property Consultants</td>
</tr>
<tr>
<td>Furniture Suppliers</td>
<td>Property Management</td>
</tr>
<tr>
<td>Internal Fixtures &amp; Fittings</td>
<td>Quantity Surveyors</td>
</tr>
<tr>
<td>Music &amp; Performance Equipment</td>
<td>Rates advisors</td>
</tr>
<tr>
<td>Planned Property Maintenance</td>
<td>Town Planning advisors</td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Showers and Bathrooms</td>
<td></td>
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<tr>
<td>Signs</td>
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</tbody>
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When applying for a stand companies are asked to complete a 50-word company profile and 150-word statement outlining the reasons for applying.

**Step Two**
CLOSING DATE – **Friday 17 November 2017** you must have submitted your completed on-line application by 5.00 pm. All applications are processed on-line.

**Step Three**
We hold a selection meeting to decide who will be invited to exhibit at the Conference. Allocation of stands at the Conference is at our discretion.

When selecting exhibitors and allocating stands, the following will be considered:

- The involvement and support of potential exhibitors in the education sector and, in particular, with the ISBA and its member schools.
- The number of times a firm has applied to attend, and actually attended, previous Conference exhibitions.
- The product or range of services being offered to members.
- The need for balance across the eight categories of exhibitor.
- The introduction of a proportion of first time exhibitors.
- The location of the Conference so that local firms may be included.
- The relevance of topical issues at the time of conference or the launch of new products or offers to members.

**Step Four**
From Wednesday 29 November 2017 successful companies will be notified. Stands are allocated and the first deposit invoices will be sent. Payment required by 20 December 2017.

Final invoices for the balance of Exhibitor Fees will be sent at the beginning of January 2018 and will be payable by Friday 26 January 2018.

Late payment may result in loss of the stand allocation, forfeit of the deposit and interest becoming payable on the sums due. Please see the ISBA Terms and Conditions for Exhibitors for full details of the terms applying to exhibiting at the Conference.
STAND COSTS

Costs of stand space for the 2018 Annual Conference are as follows:

<table>
<thead>
<tr>
<th>Stand Type</th>
<th>Available</th>
<th>Cost Ex. VAT</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stand Type A</td>
<td>65</td>
<td>£4,650.00</td>
<td>9 or 10 sq mtrs</td>
</tr>
<tr>
<td>Stand Type B</td>
<td>16</td>
<td>£3,950.00</td>
<td>7, 7.5 or 8 sq mtrs</td>
</tr>
<tr>
<td>Stand Type C</td>
<td>26</td>
<td>£3,090.00</td>
<td>5 or 6 sq mtrs</td>
</tr>
</tbody>
</table>

What the stand cost includes:

- Fully constructed and carpeted shell scheme stand.
- One x 500w socket, three x 50 watt low voltage spotlights and fascia name board.
- Four exhibitor attendee places per company.
- Complimentary tea and coffee throughout.
- Lunch on Wednesday 9 May (four representatives per stand).
- Cocktail and Canape evening on Wednesday 9 May (two representatives per stand).
- Lunch on Thursday 10 May (four representatives per stand).
- Profile listing in the Conference Programme and Conference App.

All refreshment breaks and lunches for delegates and exhibitors will take place in the exhibition areas.

Exhibition opening hours

- Wednesday 9 May 9:30hrs to 17:30hrs
- Thursday 10 May 9:00hrs to 16:00hrs
In these terms and conditions “we” or “us” refers to ISBA Enterprises Limited (a company registered in England and Wales, company number: 4334495, registered address: Unit 11-12 Manor Farm, Cliddesden, Basingstoke, RG25 2JB), “you” means the prospective exhibitor/confirmed exhibitor (as appropriate) and “the ISBA” means the Independent Schools’ Bursars Association. Terms used in the Application to Exhibit at the ISBA 2018 Conference (“the Form”) shall bear the same meaning when used in these terms and conditions.

1. The Conference

The details of the ISBA Annual Conference, 2018, The Brighton Centre are intended to be as follows:

Dates: 9 and 10 May 2018

Venue: The Brighton Centre

(referred to in this Agreement as “the Conference”)

Term: From 1 January 2018 until 31 December 2018

2. Booking Process

2.1 All completed on-line applications must be received by us by 5.00 pm on Friday 17 November 2017. You understand that your choice of exhibition stand type may not be available and accept that priority for exhibition space will be given to the conference sponsors. We cannot guarantee that we will have room for everyone who submits an application to exhibit and our decision as to which exhibitors are allocated space is final. Factors that may be considered within our exercise of this discretion are available at: www.theisba.org.uk/corporate-opportunities/conference-and-exhibition/applying-for-a-stand.

2.2 We will not be liable for loss suffered by potential exhibitors as a result of any Forms that are not received or are incomplete or any Forms we do not accept.

2.3 You should also be aware that communications via the Internet and by email are not 100% secure or reliable and we will not be liable for any communications which are lost, altered or corrupted before they reach us.

2.4 Once you have submitted a Form, we shall send you an automatic acknowledgement of receipt by email but this is not a confirmation that your application has been successful: a stand space is not confirmed until we send you formal confirmation that you have been allocated a stand.
2.5 If we accept your application by sending you written confirmation, you shall exhibit at the Conference on and subject to these terms and conditions and we shall grant you the Exhibitor Benefits (defined below). The contract between us shall be governed by the Form, these terms and conditions and the details set out in Schedule 1, together "the Agreement".

2.6 If we do not accept your application, these terms and conditions shall not come into force and shall have no effect other than in respect of this Clause 2.

2.7 You accept that it is your sole responsibility to ensure the accuracy of the information included in your Form. In the event that you fail to do so (including stating the incorrect Category), we reserve the right to reject your application (or, where discovered after the application is accepted, withdraw your stand allocation without liability to you).

2.8 You agree that unless you have informed us otherwise, we and the ISBA may use the details set out in the Form and otherwise provided to either of us for managing the Conference (including passing the details to our subcontractors, including (but not limited to) our agents, facility providers and advertising companies)), inviting you to apply for future conferences and for the further purposes you may from time to time consent to.

3. **Terms and Conditions**

We have set out below the terms and conditions which come into force during the Term in relation to you exhibiting at the Conference. These are subject to variations as posted on the ISBA website at: www.theisba.org.uk/corporate-opportunities/conference-and-exhibition/applying-for-a-stand.

**A. Your Benefits**

3.1 During the Term we will provide you (or we will procure the provision to you) of the benefits set out in Schedule 1 (“the Exhibitor Benefits”).

3.2 Please note that the programme for the Conference and details of the Exhibitor Benefits are correct at the time of going to print. However, you accept that alterations may occasionally be necessary (including in respect of the Conference floor layout and location of your stand space and other elements of the Exhibitor Benefits) and we reserve the right to make such alterations.

**B. Our Rights**

3.3 We reserve the right to grant the same or substantially the same benefits as comprise the Exhibitor Benefits to third party exhibitors.

3.4 We reserve the right to re-categorise or amend the Category (as defined in your Form) or any other category, introduce new categories, sub-divide existing and/or any further categories.

**C. Our Obligations**

We agree:
3.5 to use our reasonable endeavours to stage the Conference and run it to the best of our ability; and

3.6 not to change materially the details of the Conference (as defined in this Agreement) without notifying you in advance.

D. Your Obligations

Payment terms

3.7 We will invoice you for a non-refundable deposit of £1,500 plus VAT on the date we inform you that your application has been accepted. Payment of the deposit must be made by 20 December 2017.

3.8 You agree to pay the balance of the Exhibitor Fees (as defined in the confirmation of your application) on or before 26 January 2018.

3.9 We reserve the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the event of late payment, we may also withhold all or any of the Exhibitor Benefits. This may include (but is not limited to) the loss of allocation of a stand at the Conference (and reallocation to another exhibitor).

Exhibiting terms

3.10 The stand space is personal to you. You agree to use (and ensure your employees, contractors, etc use) the stand space allotted to you in accordance with the requirements below and all further reasonable instructions issued by us at any time. Please note that if you do not return the stand space (including any boards or other facilities provided within the area) in good order you shall be liable to us for any costs incurred in replacing or making good (including any charges imposed on us by third party suppliers of those items).

3.11 You must comply (and ensure your employees, contractors, etc comply) fully with all provisions of all legislation, regulations and codes of practice relevant to the Conference and your exhibiting at it. Without prejudice to the above, you must return a risk assessment form to us by the date we specify. We reserve the right to refuse you use of the stand space if this risk assessment is not returned by the date specified or if the risk assessment is (in our sole discretion, acting reasonably) inadequate or incomplete.

3.12 You must not without our prior written approval install or leave at the Conference venue any equipment or any other items. Any such approved items must comply with the requirements notified by us.

3.13 You must not organise any fringe events at the Conference (or during the Conference Period which runs from 0930 on Wednesday 9 May 2018 to the end of the annual dinner on Thursday 10 May 2018). Additionally, during this period, you undertake not to distribute promotional material e.g. leaflets in the Conference area or hotels except in your allocated stand area. Breach of this Clause may (in addition to the provisions of Sections J and K below) lead to any application by you in future years being refused.
E. **Licence of Logos**

3.14 You hereby grant us a royalty-free non-exclusive licence to use your name and logo (logo to be provided to us on acceptance of your application) to run and promote the Conference and to provide you with the Exhibitor Benefits. You acknowledge and agree that it may not be possible for us to revise the Conference materials to reflect any subsequent change to your name and/or logo and that any revisions that we agree to make shall be subject to payment by you of our related costs.

3.15 Please note that no rights to use any of our or the ISBA’s trade names, logos or other intellectual property rights (“ISBA IPR”) are granted under this Agreement and you agree not to use any ISBA IPR other than with our prior written approval (and subject to such terms as we may specify). You further acknowledge that all intellectual property rights (including goodwill) in and relating to the Conference shall be owned by us (or the ISBA) and undertake not to use any such rights without our prior written approval.

F. **Publicity Materials**

3.16 Each party undertakes to the other party that any publicity materials produced by it or on its behalf relating to the Conference or your exhibition at it or referring to the other party or (in relation to you) proposed to be distributed at the Conference shall comply with the provisions of the Advertising Standards Authority Advertising Codes (as amended from time to time) and the terms of this Agreement and that it shall not infringe the rights of any third party and shall conform to the highest standards of good taste and decency.

3.17 We reserve the right to review your proposed publicity materials in advance and to veto any materials which we reasonably consider to contravene Clause 3.16.

G. **Alteration or postponement of the Conference**

3.18 We reserve sole discretion over the organisation, operation and promotion of the Conference. Any statements made as to audience projections or methods or timing of promotion shall constitute only general indications and shall not amount to any representation or warranty made by us.

3.19 We shall use reasonable endeavours to ensure that the Conference takes place in accordance with the details set out in Clause 1 above. However, we reserve the right, subject to notifying you in advance in accordance with Clause 3.6 above, to alter the details of the Conference, including postponing or rescheduling the Conference, where in all the circumstances we reasonably decide to do so.

H. **Cancellation by us and Force Majeure**

3.20 We reserve the right to cancel or postpone the Conference at any time and for any reason and offer a credit or a refund to you. This shall be our sole liability to you.

3.21 If we are prevented or delayed from performing our obligations under this Agreement by any factor or the threat of any factor beyond our reasonable control (including, for the avoidance of doubt, but without limitation, any decision by us to cancel or postpone all or part of the Conference or any of the events comprised in the Exhibitor Benefits, as a result
of the same) (a “Force Majeure Event”), we shall not be liable for any such failure or delay in the performance of our obligations and no payments made by you shall be repayable or returnable to you other than as set out below provided that we have:

(a) used reasonable endeavours to perform our obligations under this Agreement and to mitigate the effect of the Force Majeure Event; and

(b) given as much written notification as is reasonably practicable to you on and of the occurrence of the Force Majeure Event, the events giving rise to that Force Majeure Event and an estimate of the length of the resulting delay, if any,

If we cancel the Conference on or before 1 March 2018, we will refund to you such amount of the Exhibitor Fee which has not already been used in relation to the Conference.

I. **Cancellations and Changes by Exhibitors**

3.22 All cancellations and proposed changes to your application must be made in writing to us (contact details as set out below in Clause 3.39), and will be acknowledged in writing. No amendments to the Agreement proposed by you shall be binding without our prior written agreement.

3.23 There is no charge for cancellations made in writing to us 90 or more days before the start of the Conference other than retention of the non-refundable deposit.

3.24 For cancellations made after this time, we reserve the right to retain the full (or part of the) Exhibitor Fee as a cancellation fee where we are unable to find a replacement exhibitor. Refunds will be made after the Conference, no later than 30 days after the final day.

J. **Termination**

3.25 Subject to points (a) and (b) below and cancellation under Sections H and I above, this Agreement shall continue in force for the Term. Either of us may terminate this Agreement without prejudice to our other remedies forthwith by written notice given to the other if the other:

(a) commits a material breach or repeated minor breaches of this Agreement and in the case of such a breach which is capable of being remedied does not remedy the same within 14 days of having been given written notice specifying the breach and requiring it to be remedied; or

(b) is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over its assets or ceases (or appears likely to cease) for any reason to carry on business.

3.26 Upon termination of this Agreement or expiry of the Term for any reason, you shall forthwith cease to receive the Exhibitor Benefits. We shall be entitled (but not obliged) to continue to use your name and logo in publicity materials that have already been produced or
commissioned. Neither of us shall otherwise hold itself out as being connected with the other.

3.27 Termination of this Agreement for whatever reason shall not affect the accrued rights or remedies of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right of either party to recover damages from the other.

K. Liability

3.28 We shall indemnify you and keep you fully and effectively indemnified from and against any direct loss, damages or expenses (including, without limitation, reasonable professional fees and expenses but excluding any loss of profits) incurred or suffered by you arising out of any material breach of this Agreement by us, our employees or contractors, provided that (subject to Clause 3.31) our total liability under this Agreement shall not exceed the Exhibitor Fees. The ISBA shall have no liability to you under this Agreement.

3.29 You shall indemnify us and keep us fully and effectively indemnified from and against any direct loss, damages or expenses whatsoever (including, without limitation, reasonable professional fees and expenses and loss of profits) incurred or suffered by us arising out of any negligence or breach of this Agreement by you, your employees or contractors.

3.30 Without prejudice to the provisions of Section J and this Section K, in the event of breach of this Agreement by you, we reserve the right to withdraw all or any of the Exhibitor Benefits without liability to you.

3.31 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from the negligence of that party or any other liability that cannot as a matter of law be excluded.

L. Insurance

3.32 You undertake to maintain adequate insurance to cover all of your liabilities arising under or in relation to this Agreement (including public liability insurance of not less than £5million) with a reputable provider and to provide us on request with written confirmation that such insurance is in place.

M. Confidentiality

3.33 Each of us shall maintain secret and confidential all information obtained from the other pursuant to, in the course of, prior to and in contemplation of this Agreement. You agree to disclose any such information of ours only to those of your employees who may reasonably need to know the same and you shall procure that all employees who have access to such information shall be made aware of and subject to the same obligations.

N. Dispute Resolution

3.34 In the event of a dispute arising out of or in relation to this Agreement, the parties shall first seek to reach an amicable settlement of the dispute.
3.35 This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

O. **General**

3.36 **Entire Agreement**: The Agreement constitutes the whole agreement between us and you relating to its subject matter and supersedes and extinguishes any other terms or representations provided that this Clause shall not operate to exclude either party's liability to the other for fraudulent misrepresentation or any warranties implied by law or statute which cannot lawfully be limited or excluded.

3.37 **Waiver**: Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement.

3.38 **Severability**: In the event that any terms, conditions or provisions in this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

3.39 **Notices**: Any notice, request or other document to be submitted under this Agreement shall be delivered personally or sent by first class or recorded delivery mail to the address appearing in the Form or such other address as that party shall notify in accordance with this paragraph. The notice will be effective: (a) if delivered personally, on the date of delivery or (b) if posted, (i) if sent by first class post, on the second working day after posting or (ii) if sent by recorded delivery, on the date on which the delivery was recorded to have been made.

3.40 **No Partnership or Agency etc**: Except as permitted by this Agreement, neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.

3.41 **Third Party Rights**: This Agreement shall be enforceable by the ISBA but otherwise shall not confer any rights on any third parties.

3.42 **Bribery**: Each of the parties agrees that it will not act in a manner (in particular when acting as an associated person of the other party) that constitutes a breach of applicable laws, regulations, codes and sanctions including, but not limited to, those relating to anti-bribery and anti-corruption including the Bribery Act 2010.

3.43 **Execution of this Agreement**: This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall together constitute one and the same instrument.
SCHEDULE 1

The Exhibitor Benefits

- Fully constructed and carpeted shell scheme stand.
- One x 500w socket, three x 50 watt low voltage spotlights and fascia name board.
- Four exhibitor attendee places per company.
- Complimentary tea and coffee throughout.
- Lunch on Wednesday 9 May (four representatives per stand).
- Cocktail and Canape evening on Wednesday 9 May (two representatives per stand).
- Lunch on Thursday 10 May (four representatives per stand).
- Profile listing in the Conference Programme.
- Profile listing on the ISBA website and ISBA Conference App.