

THE INDEPENDENT SCHOOLS' BURSARS ASSOCIATION ANNUAL CONFERENCE

TERMS AND CONDITIONS FOR EXHIBITORS

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), (i) **you** means, as applicable, the prospective and/or appointed exhibitor/confirmed exhibitor (in any case as set out in your Application to Exhibit at the ISBA Conference Form (**Form**)); and the **ISBA** means the Independent Schools' Bursars Association.

Terms used in the Form shall bear the same meaning when used in these terms and conditions. Terms defined in the table set out in Part One below shall also have those meanings when used in these terms and conditions.

PART ONE: EXHIBITOR DETAILS

Conference	The Independent Schools' Bursars Association Annual Conference 2020
Dates	12 and 13 May 2020
Venue	The ICC Birmingham
Term	From 1 January 2020 until 31 December 2020
Closing date for Exhibitor Application Forms	Thursday 14 November 2019 (5.00pm)
Exhibitor Benefits	See Schedule 1
Exhibitor Fee	
Non-Refundable Deposit	£1,500 plus VAT to be paid on or before 20 December 2019.
Balance	As confirmed in the confirmation of your application. To be paid on or before 31 January 2020.
Cancellation Policy	Exhibitor Fee will be refunded (apart from the Non-Refundable Deposit) if notice of cancellation is received by us prior to 21 February 2020. If notice of cancellation is received by us after 21 February 2020, 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.

PART TWO: TERMS & CONDITIONS

1. APPLICATION PROCESS

- 1.1 The contract between you and us shall be governed by the Form and Part One, Part Two and Schedule 1 of these terms and conditions (together the **Agreement**). If we do not accept your application, these terms and conditions shall have no effect other than in respect of this Clause 1.
- 1.2 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 separate formal written confirmation that you have been allocated a stand.
- 1.3 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 a Form and our decision as to which exhibitors are allocated space is final.
- 1.4 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.
- 1.5 It is your sole responsibility to ensure the accuracy of the information included in your Form. In the event that we discover that you have provided inaccurate information (including stating the incorrect Category), we reserve the right to reject your application (or, where discovered after the application is accepted, rescind the Agreement).
- 1.6 Any personal data (as defined under applicable data protection legislation) submitted as part of your application and otherwise obtained through the performance of this Agreement will be processed in accordance with our privacy notice which is available at <https://www.theisba.org.uk/about-us/privacy-notice.aspx>.
- 1.7 We will not be liable for loss suffered as a result of any Forms that are not received, are incomplete or any applications we do not accept.

2. THE CONFERENCE

- 2.1 These terms and conditions are subject to variations posted on the ISBA website at: www.theisba.org.uk/corporate-opportunities/conference-and-exhibition/applying-for-a-stand.
- 2.2 You will also be expected to comply with any terms and conditions of the Venue and any reasonable instructions issued by us or the Venue.

A. Exhibitor Benefits

- 2.3 During the Term, and depending on your category of Exhibitor, we will provide you (or we will procure the provision to you) of the applicable benefits set out in Schedule 1 (the **Exhibitor Benefits**).
- 2.4 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 that we reserve the right to make such alterations.

B. Our Rights

- 2.5 We reserve the right to grant the same or substantially the same benefits as comprise the Exhibitor Benefits to any and all other exhibitors.
- 2.6 We also 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

- 2.7 We agree:

- 2.7.1 to use reasonable endeavours to stage the Conference and run it to the best of our ability; and
- 2.7.2 not to materially change the details of the Conference without notifying you in advance.

D. Your obligations and interest on late payments

2.8 As a condition of this Agreement you agree to:

- 2.8.1 pay the applicable Exhibitor Fee in accordance with the payment details set out in Part One of these terms and conditions; and
- 2.8.2 comply with any reasonable instructions issued by us or the Venue in relation to the Conference, your Exhibitor Benefits or otherwise in relation to the performance of this Agreement.

2.9 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 revocation of an allocation of a stand at the Conference (and reallocation to another exhibitor).

Exhibiting terms

2.10 You agree to attend and exhibit at the Conference.

2.11 The stand space is personal to you. You agree to use (and ensure your employees and contractors, etc use) the stand space allotted to you in accordance with the requirements below and all further reasonable instructions issued by us (or on behalf of the Venue) 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 the stand space (including any charges imposed on us by third party suppliers of those items).

2.12 You must comply (and ensure your employees, contractors, etc comply) fully with 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.

2.13 You must not without our prior written approval install or leave at the Venue any equipment or items. Any such approved items must comply with the requirements notified by us. We reserve the right to store or destroy (at our discretion) any items left at the Venue and charge any costs incurred by us in dealing with such items.

2.14 You must not organise any fringe events at the Conference. Additionally, 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 future application being refused.

E. Licence of names and logos

2.15 You hereby grant us a royalty-free, non-exclusive licence to use your name and logo (**Exhibitor Marks**) to run and promote the Conference and to provide you with the applicable Exhibitor Benefits. You acknowledge and agree that it may not be possible for us to revise the Conference materials (or any of them) to reflect any subsequent change to the Exhibitor Marks and that any revisions that we agree to make to any of the Conference materials shall be subject to advance payment by you of our costs.

2.16 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

- 2.17 We each undertake that any publicity materials produced by it or on its behalf relating to the Conference or referring to the other party:
- 2.17.1 complies with the provisions of the Advertising Standards Authority Advertising Codes (as amended from time to time) and the terms of this Agreement;
 - 2.17.2 shall not infringe the rights of any third party; and
 - 2.17.3 shall conform to the highest standards of good taste and decency.

2.18 We reserve the right to review your proposed publicity materials in advance and to veto any materials which we reasonably consider to contravene Clause 2.16.

G. Alteration or postponement of the Conference

2.19 We reserve sole discretion over the organisation, operation and promotion of the Conference. Any statements made by us 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 either us or ISBA (or any person on their behalf).

2.20 We shall use reasonable endeavours to ensure that the Conference takes place in accordance with the details set out in Part One of these terms and conditions. However, we reserve the right, subject to notifying you in advance in accordance with Clause 2.7 above, to alter the details of the Conference, including rescheduling the Conference, where it is reasonable in the circumstances to do so.

H. Cancellation by us and Force Majeure Events

2.21 We reserve the right to cancel 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.

2.22 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 in Clause 2.22 below provided that we have:

- 2.22.1 used reasonable endeavours to perform our obligations under this Agreement and to mitigate the effect of the Force Majeure Event; and
- 2.22.2 given you as much written notification as is reasonably practicable of the Force Majeure Event and an estimate of the length of the resulting delay, if any.

2.23 If we cancel the Conference ten due to a Force Majeure event on or before 1 March 2020, we will refund to you such amount of the Exhibitor Fee which has not already been used in relation to the Conference.

I. Cancellation and changes by you

2.24 All cancellations and proposed changes to your application must be made in writing using the contact details set out below in Clause 2.39) and will be acknowledged in writing. No amendments to the Agreement proposed by you shall be binding without our prior written agreement.

2.25 Cancellation charges are set out in Part One of these terms and conditions. Refunds will be made no later than 30 days after the final day of the Conference.

J. Termination

2.26 Subject to points 2.25.1 and 2.25.2 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 by written notice if the other:

- 2.26.1 commits a material breach or repeated minor breaches of this Agreement and in the case of a material 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

2.26.2 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.

2.27 Upon termination of this Agreement or expiry of the Term for any reason you shall forthwith cease to use the ISBA IPR and any of the other Sponsor Benefits. We shall cease to use the Sponsor Marks and neither of us shall hold itself out as being connected with the other (provided that we may, at our discretion, continue to use your name and logo in Conference materials that have already been produced or commissioned).

2.28 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 including, but without limitation, the right of either party to recover damages.

K. Liability

2.29 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, loss of business or loss of reputation) incurred or suffered by you arising out of any negligence or breach of this Agreement by us, our employees or contractors, provided that (subject to Clause 2.31) our total liability under this Agreement (including under this Clause 2.28) shall not exceed the Exhibitor Fee. The ISBA shall have no liability to you under this Agreement.

2.30 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.

2.31 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.

2.32 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 be excluded as a matter of law.

L. Insurance

2.33 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

2.34 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 and contractors who may reasonably need to know the same and you shall procure that all employees and contractors who have access to such information shall be made aware of and subject to the same obligations.

N. Dispute Resolution

2.35 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 (provided that a party is not prejudiced from such action).

2.36 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

2.37 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 paragraph 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.

- 2.38 Waiver: Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor 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.
- 2.39 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.
- 2.40 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.
- 2.41 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 the other's behalf.
- 2.42 Third Party Rights: This Agreement shall be enforceable by the ISBA but otherwise shall not confer any rights on any third parties.
- 2.43 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.
- 2.44 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 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 stand.
- Complimentary tea and coffee throughout.
- Lunch on Tuesday 12 May (four representatives per stand).
- Welcome to Conference reception on Tuesday 12 May (two representatives per stand).
- Lunch on Wednesday 13 May (four representatives per stand).
- Profile listing in the Conference Programme.
- Profile listing on the ISBA website and ISBA Conference App.