

## **Terms and conditions of contract**

### **Sponsor, exhibitor and event partners conditions of contract**

In these Conditions of contract the following definitions apply:

- “Company” refers to IN-Professional Development Limited
- “Client” the organisation or individual entering in to contract with the company via the acceptance of these terms and conditions
- “Event” a course, conference or summit delivered or organised by the company
- “contract” the legal contract between the Company and the Client for the purchase and supply of a service in accordance with the terms within the conditions of contract.
- “Booking” the confirmation by a client of their purchase request and acceptance of our conditions of contract.
- “Order” the confirmation by the company of acceptance of the clients booking and the entering in to contract.
- “Speaker” refers to the individual invited to teach, facilitate, chair, deliver a presentation or participate on a discussion panel
- “Client speaker” Refers to a Speaker provided by the Client to facilitate or deliver a presentation, seminar, panel discussion or any other content at the Company’s event
- “Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- “Charges” the charges payable by the Client for the supply of the Services in accordance with clause 5.
- “Commencement Date” has the meaning set out in clause 1.2.
- “Conditions” these terms and conditions as amended from time to time in accordance with clause 11.8.
- “Contract” the contract between the company and the Client for the supply of Services in accordance with these Conditions.
- “Deliverables” the training, marketing, event or seminar services provided by the Company for the Client.
- “Services” the services, including the Deliverables, supplied by the company to the Client as set out in the Specification, but subject to these terms.
- “Specification” the description or specification of the Services provided in writing by the company to the Client, or available for booking as a training, event or conference on Company’s website or elsewhere in any media, in all cases where such description is an offer of Services made for acceptance.
- “Intellectual Property Rights” all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- b) a reference to a party includes its successors or permitted assigns;
- c) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- d) a reference to writing or written includes faxes and e-mails.

## **CONDITIONS OF CONTRACT**

### 1. Basis of contract

1.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

1.2 The Order shall only be deemed to be accepted when the company issues written confirmation of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

1.5 Special dietary and personal access requirements must be notified to the company in writing at the time of making a booking.

1.6 The Company reserves the right to change the agenda or date of an event without notice.

1.7 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

1.8 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's and the company's partners websites catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

1.10 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.11 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.

### 2. Supply of Services

2.1 The Company shall supply the Services to the Client in accordance with the Specification in all material respects but subject to changes under these terms.

2.2 The Company shall use all reasonable endeavours to meet any performance dates specified for delivery, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3 The Company shall have the right to make any changes to the Services, and shall notify the Client in any such event if the changes are material.

2.4 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

### 3. Client's obligations

#### 3.1 The Client shall:

- e) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- f) co-operate with the company in all matters relating to the Services; and
- g) provide the company with such information and materials as the company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

3.2 If the company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- a) The company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the company's performance of any of its obligations;
- b) The company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the company's failure or delay to perform any of its obligations as set out in clause 2; and
- c) the Client shall reimburse the company on written demand for any costs or losses sustained or incurred by the company arising directly or indirectly from the Client Default.

### 4. Exhibition

#### 4.1 Exhibition floor plan

- a) The Company reserves the right to alter the layout of the exhibition at any time and in any respect. The Company will endeavour to contact affected Clients as required.
- b) The Company will allocate display space to Clients; requests for location will be taken into account where possible but cannot be guaranteed.
- c) Exhibition displays and furniture must stay within the allocated floor space at all times.

#### 4.2 Health & Safety, security and insurance

- a) It is the responsibility of the Client to ensure that their staff and any supplier/contractor working on his behalf are familiar with and abide by all current UK and European Health and Safety regulations. The Client is responsible for the health and safety of their stand and personnel during installation, use and dismantling.
- b) In order to create and maintain a safe environment at all times, the Client and contractors must abide by reasonable instructions from the Company and/or the venue.
- c) All deliveries of exhibition stands, equipment and material to the venue and to the clients purchased exhibition space must be handled by the Client and/ or their delivery personnel.
- d) The Client is responsible for the security and insurance of their own display and its contents
- e) Clients must hold their own public liability insurance and, if applicable, employers liability insurance. Certificates should be available for inspection if required.

- f) Under no circumstance may exhibition equipment and material be delivered prior to the exhibition set up time, without the express permission of the Company.
- g) All exhibition materials must be removed immediately following the event. Failure to comply may result in fees being levied.

#### 4.3 Stand breakdown

- a) Breakdown of display, or removal of display items, may not commence before the official closing time of the exhibition.
- b) Any Client failing to remove their stand and all other items from the venue by the prescribed times will be held liable to pay any penalties that may be imposed by the venue on the Company.

#### 4.4 Stand fixtures and fittings

- a) All materials must comply with all current fire safety requirements.
- b) It is the responsibility of the Client to ensure all electrical equipment is safe and PAT tested.

#### 4.5 Photography

- a) The Company may arrange for photographs and/or video footage to be taken at events and used for promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the internet.
- b) Clients who do not wish for their image to be used in this manner must notify us prior to the event.

#### 4.6 Damage

- a) Any damage caused to the venue by the Client must be made good at their own expense.

### 5. Client Speakers, facilitators at sponsored presentations

#### 5.1 Personal details

- a) The company may use the Client speaker's name, company, work related background and presentation materials for promotional purposes in relation to the event.

#### 5.2 Materials

- a) Presentations and papers including all associated artwork and illustrations will not be returned unless specifically requested by the Client or their speaker. All documentation and papers must be objective and completely free of advertising and commercialism other than what has been pre-agreed in the specification.
- b) The company may audio, video, photograph or live stream Client speaker presentations and speaking sessions. These recordings may be reproduced and sold as part of the overall event materials and additional commercial activity. This allows delegates to purchase audio/video copies of presentations that they may have been unable to attend.
- c) The company may reproduce copies of the client speaker's presentation (eg. PowerPoint slides or supporting handouts) on paper and/or electronically and these may be sold as part of the overall hand-out materials during and after the event. Any acknowledgement regarding Copyright or support should be included at the end of the abstract/presentation, as these will be distributed to the event to delegates.

#### 5.3 Intellectual Property

- a) the Client Speaker owns all Intellectual Property in the Content and materials provided in or used to support your presentation and nothing in these terms transfers any Intellectual Property to the company. In order for the company to obtain the full benefit of your Presentation, the Client and their Speakers grant the company an indefinite licence for use of the material delivered at the agreed event.
- b) Client Speakers are responsible for obtaining all necessary consents, permissions and/or licences for the making available and distribution of Content under these terms.
- c) Client Speakers will indemnify and keep us indemnified at all times against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses reasonably incurred by us, or for which we may become liable, with respect to any Intellectual Property Rights infringement claim relating to or arising out of the Content, materials or Presentation provided.

#### 5.4 Speaker Cancellations and Substitutions

- a) If, for whatever reason, it is found necessary for the Client or the Client Speaker to cancel to or provide a substitution, notice must be given 30 days prior to the commencement of the event and permission sought for an proposed alternative Client speaker.
- b) Should the any cancellation or substitution result in a commercial loss for the Company, the Client would be liable for any expenditure, damage or loss incurred by the Company as a result of and the speaker provided.

#### 5.5 Alterations to Programme, Cancellation or Postponement of Event

- a) The Company holds the right to cancel or postpone any event with up to 7 days' notice prior to the commencement of an event if:
  - I. It is the company's view that there are insufficient numbers of Delegates sign up to attend the Event
  - II. It is the company's view that the Event is no longer practicable or financially viable for whatever reason.
- b) If, for whatever reason, it is found necessary to cancel, postpone or change the date of the event, the company shall not be liable for any, expenditure, damage or loss incurred by the client and the speaker provided.

5.6 Speakers who do not wish to give permission for the above terms and conditions, please inform the company before agreeing to speak detailing your objections and reasons.

## 6. Charges and payment

6.1 The Charges for the Services shall be as agreed in the Specification and at time of booking.

6.2 The company shall be entitled to charge the Client additionally for any expenses reasonably incurred by the individuals whom the company engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the company for the performance of the Services, including a share of the cost of any the company's sourced venue, and for the cost of any materials.

6.3 The company shall invoice the Client in advance of providing the Services.

6.4 The Client shall pay each invoice submitted by the company in advance of the provision of the Services and no later than:

- a) 14 days of the date of the invoice and in any event, 14 days before the event date; and
- b) in full and in cleared funds to a bank account nominated in writing by the company, and
- c) time for payment shall be of the essence of the Contract.

6.5 Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 Without limiting any other right or remedy of the Company, if the Client fails to make any payment due to the Company under the Contract by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the then current Barclays Bank Plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

6.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the company in order to justify withholding payment of any such amount in whole or in part. The company, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

## 7. Cancellations

7.1 The Client shall have the right to cancel the Order within 14 days of booking

7.2 If the Client is unable to attend an event and needs to cancel an Order, the client must let the company know in writing by email.

7.3 Bookings cancelled after the 14 day cancellation period will be chargeable at fee paid at booking.

7.4 If the Client cancels with an outstanding balance due, the Client remains responsible for the entire balance due, plus reasonable legal fees to collect.

7.5 Upon receipt of the Clients cancellation notice, the Company shall have the absolute discretion to resell the services set out in the specification being forfeited.

## 8. Intellectual property rights

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

8.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.

8.3 All the Company's materials are the exclusive property of the Company.

## 9. Confidentiality

9.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company's business or its products or its services which the Client may obtain. The Client shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for discharging the Client's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Client. This clause 9 shall survive termination of the Contract.

## 10. Limitation of liability

10.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

- a) The Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b) The Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount paid by the Client for the Services under the Contract.

10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 10 shall survive termination of the Contract.

## 11. Termination

11.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, the Company may terminate this agreement without liability to the Client immediately (or following such notice period as it sees fit) by giving written notice to the Client party if:

- a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- b) the Client commits a material breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- c) the Client repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

- d) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- e) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or
- f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client; or
- h) a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver; or
- i) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client; or
- j) the Client, being an individual, is the subject of a bankruptcy petition or order; or
- k) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- l) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(d) to clause 9.1(k) (inclusive); or
- m) the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- n) the Client, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- o) as a result of any act or omission by the Client the party reasonably considers that the image or reputation of the party has been, or is likely to be, (if such breach were repeated), materially adversely affected.

11.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, the Company shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and the Company if the Client becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or the Company reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

## 12. Consequences of termination

### 12.1 On termination of the Contract for any reason:

- a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b) the Client shall return all of the Company's Materials and any Deliverables which have not been fully paid for, including copies on any media. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 13. General

### 13.1 Force majeure:

- a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b) The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- c) If the Force Majeure Event prevents the Company from providing any of the Services, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

### 13.2 Assignment and subcontracting:

- a) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

### 13.3 Notices:

- a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing.
- b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

- c) c. This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

#### 14. Waiver

14.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### 15. Severance:

15.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.3 No partnership. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.4 Third parties. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.5 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Govknow.

15.6 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

#### 16. PERSONAL DATA

By agreeing to these terms you consent that we may process the personal data (including sensitive personal data) that we collect from you and use it for the associated companies in our group to market our goods and services to you. Please address any questions, comments and requests regarding our data processing practices to [info@INPD.co.uk](mailto:info@INPD.co.uk)

#### 17. Reservations

17.1 The Company reserves the right to revise these Conditions at any point.

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