

Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Applicable Laws: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commercial Rights: any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

Confidential Information: has the meaning given in clause 19.1.

control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

EACR: European Association for Cancer Research registered in England and Wales with company number 07682372 whose registered office is at the Sir Colin Campbell Building, University Of Nottingham, Innovation Park, Triumph Road, Nottingham, NG7 2TU

Event: The Event subject to these Terms and Conditions

Event Marks: EACR's Marks and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

Event Marks Guidelines: EACR's guidelines setting out the technical requirements for the reproduction of the Event Marks, as these guidelines may be amended by EACR from time to time by notice in writing to the Sponsor.

Exhibitor: a company that books a stand or booth at the Event to promote their products or services

Force Majeure Event: has the meaning given in clause 18.1

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Sponsor: a company that books advertising or promotional opportunities

Sponsor's Marks: any trade marks together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor as supplied to EACR.

Sponsor's Products: the Sponsor's goods and products.

Sponsor's Event Materials: any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor or the Sponsor's Products with the Event, or which incorporate or are distributed in association with the Event Marks including any such Sponsor's Products and the Sponsor's Premiums.

Sponsorship Rights/Package: the bundle of rights and package granted to the Sponsor which includes the licence of the Event Marks granted in clause 2.1(a).

Term: has the meaning given in clause 4.1.

VAT: value added tax chargeable at the appropriate rate

Venue: means the premises where the Event is to take place.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form part of these Terms and Conditions and shall have effect as if set out in full in the body of this document. Any reference to this document includes the Schedules.
- 1.4 This document shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.11 References to clauses are to the clauses of this document
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the

words, description, definition, phrase or term preceding those terms.

2. Grant of rights and reservations

- 2.1 EACR grants and the Sponsor accepts:
- (a) a licence to use the Event Marks on the Sponsor's Products and in advertising for the Sponsor's Products; and
 - (b) the other Sponsorship Rights,
- during the Term, in accordance with the terms and conditions set out in this agreement.
- 2.2 All rights not expressly granted to the Sponsor under this agreement are reserved to EACR. The Sponsor acknowledges and agrees that:
- (a) EACR is the owner or controller of the Commercial Rights and of all rights in the Event Marks;
 - (b) the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights; and
 - (c) EACR shall be entitled to enter into any sponsorship arrangement with any third party. The Sponsor agrees that EACR shall not be, nor considered to be, nor deemed to be, in breach of any provision of this agreement as a result of entering into that arrangement.
- 2.3 If any of the Sponsorship Rights are expressed to be exclusive, EACR shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services in the Sponsor's Category.
- 2.4 The Sponsor grants and EACR accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Marks:
- (a) during the Term for the delivery of the Sponsorship Rights;
 - (b) in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.

3. Exhibitors

- 3.1 Where these terms relate solely to the Sponsor's sponsorship of the Event, those provisions relating solely to an Exhibitor shall not apply.
- 3.2 Where a clause relates to both a Sponsor or Exhibitor or where it is unclear, then such clause will be read and construed as applying to both.

4. Term

- 4.1 An order shall only be deemed to be accepted when EACR issues a written acceptance of the Order, at which point the Contract shall come into existence. (Commencement Date).
- 4.2 This agreement shall commence on the Commencement Date and shall continue until the Event's stipulated closure date, unless terminated earlier in accordance with clause 16.
- 4.3 For the avoidance of doubt, termination or expiry of this agreement shall not affect the accrued rights or obligations of the parties including those rights and obligations that are intended to apply after the end of the Term including but not limited to the Sponsor's payment obligations.

5. Payment

- 5.1 The Sponsor or Exhibitor shall pay each invoice submitted by EACR:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by EACR and confirmed in writing to the Sponsor or Exhibitor; and
 - (b) in full and in cleared funds to a bank account nominated in writing by EACR and
 - (c) time for payment shall be of the essence when making invoice payments.
- 5.2 All amounts payable to EACR under this agreement are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Sponsor.
- 5.3 No deductions may be made from, nor purported right of set-off exercised in relation to the Invoice, whether in respect of

the manufacture, sale, distribution or advertisement of the Sponsor or Exhibitor's Products or otherwise.

- 5.4 Upon receipt of a valid cancellation notice EACR shall calculate refunds due to the Exhibitor or Sponsor on a percentage basis in line with the below table:

Number of weeks to Event	Percentage of invoice that will be refunded
12 Weeks (84 calendar days)	75%
8 Weeks (56 Calendar days)	50%
8 weeks or less	0%

- 5.5 Refunds will be made to the cancelling party within 30 working days. Time shall not be of essence in performance of this obligation.

6. Obligations of the Sponsor or Exhibitor

- 6.1 The Sponsor or Exhibitor undertakes to EACR:
- (a) to provide a single point of contact to obtain decisions on matters relating the Event (the **Representative**);
 - (b) to exercise the Sponsorship Rights strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
 - (c) to use the Event Marks and other branding materials provided by EACR in accordance with the Event Marks Guidelines;
 - (d) to ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor's Event Materials shall comply with all Applicable Laws and the highest standards of business ethics, in particular those relating to child or prison labour;
 - (e) to immediately at the written request of EACR and at its sole cost, withdraw from circulation any Sponsor's or Exhibitor's Event Materials which do not comply with clause 6.1(c) to clause 6.1(d);

- (f) to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
- (g) to provide to EACR, at the Sponsor's or Exhibitor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by EACR for it to be reproduced under the control of EACR for the fulfilment of the Sponsorship Rights;
- (h) not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
- (i) not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this agreement;
- (j) not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
- (k) to provide all reasonable assistance to EACR in relation to EACR's exploitation of the Commercial Rights;
- (l) to use its reasonable endeavours to assist EACR in protecting the Event Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Event Marks or EACR's title to the Event Marks or the image of the Event, EACR or the Venue;
- (m) to notify EACR of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by EACR;
- (n) to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by EACR to protect the Event Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark register or other register, or in any other way.
- 6.2 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, including to its Affiliates, without EACR's prior written consent.
- 6.3 The Sponsor or Exhibitor shall not engage in joint promotions with any third party in relation to the Event without EACR's prior written consent.
7. **Obligations of EACR**
- 7.1 EACR shall procure the organisation and staging of the Event at the Venue at its sole cost and expense in accordance with the terms of this agreement.
- 7.2 EACR confirms that it shall be responsible for:
- (a) arranging the attendance of and payment for all stewards, staff and personnel on public duty employed, engaged or appointed by EACR throughout the Event;
 - (b) arranging guest attendance
 - (c) provision of booth space, and any exposure before, during or after the Event in accordance with the relevant Sponsorship Rights/Package purchased by the Sponsor;
- 7.3 EACR shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.
- 7.4 EACR shall comply with all Applicable Laws relevant to its performance of this agreement as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and crowd security measures at the Venue.
- 7.5 EACR accepts that, regardless of the obligations of EACR to promote the Event within the terms of this agreement, the Sponsor or Exhibitor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, goodwill and reputation through the Sponsor or Exhibitor's association with the Event on and subject to the terms of this agreement.
8. **Representations and warranties**
- 8.1 Each party warrants and undertakes to the other that:
- (a) it has full authority to enter into this agreement and is not bound by any agreement with any third party that adversely affects this agreement; and
 - (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to

enter into and fully perform its obligations under this agreement.

employee of its organisation or acquires a direct or indirect interest in it, and it warrants that it has no foreign public officials as direct or indirect owners, officers or employees or at the date of this agreement;

8.2 EACR represents to the Sponsor or Exhibitor that:

- (a) EACR owns or controls the Event and the Event Marks and that the Sponsor or Exhibitors use of the Event Marks and its exercise of the other rights in accordance with the provisions of this agreement shall not infringe the rights of any third party;
- (b) it has entered into a bona fide written agreement for the use of the Venue with the owner of the Venue and has made all administrative and financial arrangements necessary for the smooth running of the Event, including the hiring of the Venue and any prior arrangements required by the owner, the local authority, the local community and the police.

9.2 Each party shall ensure that any person associated with it who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from that person terms equivalent to those imposed on the Sponsor in this clause 9 (**Relevant Terms**). The party shall be responsible for the observance and performance by these persons of the Relevant Terms, and shall be directly liable to the other party for any breach by these persons of any of the Relevant Terms.

9.3 Breach of this clause 9 shall be deemed a material breach under clause 16.1(b).

9.4 For the purpose of this clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) and section 8 of that Act respectively. For the purposes of this clause 9, a person associated with a party includes but is not limited to any subcontractor of that party.

8.3 The Sponsor or Exhibitor represents and warrants that:

- (a) it owns or is solely entitled to use the Sponsor's or Exhibitor's Marks and any other material supplied to EACR in relation to this agreement and EACR shall be entitled to see evidence to this effect on request;
- (b) EACR's use of the Sponsor's or Exhibitor's Marks in accordance with clause 2.4 will not infringe the rights of any third party.

10. Indemnities

10.1 The Sponsor or Exhibitor shall indemnify EACR against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by EACR arising out of or in connection with:

- (a) any claim made against EACR by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with EACR's use of the Sponsor's or Exhibitor's Marks in accordance with this agreement;
- (b) any claim made against EACR by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor's or Exhibitor's Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by EACR of any use of the Event Marks on the Sponsor's Event Materials, relates only to

9. Anti-bribery

9.1 Each party agrees that it shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this agreement;
- (d) immediately notify the other party (in writing) if a foreign public official becomes an officer or

the use of the Event Marks and does not amount to approval of any the Sponsor's Event Materials and shall not affect this right of indemnification.

10.2 EACR shall indemnify the Sponsor or Exhibitor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Sponsor arising out of or in connection with any claim made against the Sponsor or Exhibitor by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Sponsor's or Exhibitor's use of EACR's Marks in accordance with this agreement.

10.3 The indemnities in this clause 10 shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.

10.4 If any third party makes a claim, or notifies an intention to make a claim, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity in this clause 10 (a **Claim**), the indemnified party shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed) , provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its

professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

- (d) subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

10.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

10.6 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11. **Limitation of liability**

11.1 Nothing in this agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- (d) under the indemnities set out at clause 10.1(a), clause 10.1(b) and clause 10.2.

11.2 Subject to clause 11.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;

- (e) wasted expenditure; or
 - (f) any indirect or consequential losses.
- 11.3 Subject to clause 11.1, EACR's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the capital paid under or pursuant to this agreement (**the Cap**), always provided that where any sums are refunded to the Sponsor the Cap shall be reduced by the amount of such refund.
12. **Intellectual Property Rights**
- 12.1 EACR and the Sponsor or Exhibitor acknowledge as follows:
- (a) all rights in the Sponsor's or Exhibitor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor or Exhibitor, and, save as expressly provided in clause 2.4, EACR shall not acquire any rights in the Sponsor's or Exhibitor's Marks, nor in any developments or variations of them;
 - (b) all rights in EACR's Marks, including any goodwill associated with them, shall be the sole and exclusive property of EACR and, save as expressly provided in clause 2.1(a), the Sponsor or Exhibitor shall not acquire any rights in EACR's Marks, including any developments or variations of them;
- 12.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of EACR or jointly by EACR and the Sponsor or Exhibitor shall, with the exception of the Sponsor's or Exhibitor's Marks, be the sole and exclusive property of EACR and if the Sponsor or Exhibitor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to EACR on request, whenever that request is made.
13. **Insurance**
- 13.1 The Sponsor or Exhibitor confirms that it shall arrange a comprehensive insurance policy, at its sole cost, for the following:
- (a) public liability at the Venue during the course of the Event, in respect of the Sponsor's or Exhibitor's Products and any other materials or goods owned or controlled by the Sponsor or Exhibitor, which, in respect of any individual claim is not less than £500,000.00;
 - (b) loss, theft or damage to any of the Sponsor's or Exhibitor's Products or other materials or goods owned or controlled by the Sponsor; and
 - (c) to cover any loss, damage or claim arising directly or indirectly from the public's use of the specific product or services being promoted by the Sponsor, together with all other goods or services associated with the Sponsor's or Exhibitor's Marks.
 - (d) EACR reserves the right to terminate this agreement with immediate effect if either the Sponsor or Exhibitor fails to provide EACR with a copy of the Insurance policy one week prior to the event start date.
- 13.2 EACR confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any participants, performers or spectators.
14. **Event cancellation**
- 14.1 EACR reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event). EACR shall notify the Sponsor or Exhibitor of the cancellation as soon as possible. The parties agree that:
- (a) EACR shall not be in breach of this agreement by virtue of that cancellation or abandonment;
 - (b) on EACR notifying the Sponsor or Exhibitor of such cancellation this agreement shall automatically terminate and the provisions of clause 16 shall apply
15. **Exhibitor Obligations to EACR**
- 15.1 Whilst at the Event venue the Exhibitor agrees to:
- a) co-operate with EACR in all matters relating to the Event including providing EACR with such information as it may reasonable to require to supply the goods and services in connection with the Event;
 - b) comply with all reasonable instructions of designated employees or representatives of EACR ;
 - c) comply with all health and safety rules and procedures as EACR may prescribe from time to

- time in relation to the Services (including in relation to fire safety and noise levels);
- d) Prior to the Event to read and take note of any health & safety policy or risk assessment policy made available to them by EACR.
- e) conduct themselves in an orderly and responsible manner;
- f) Not do anything which is or may be offensive, abusive or discriminatory to any person or may cause a nuisance or a health or safety risk to themselves or any other person;
- g) do not smoke anywhere in the Venue where smoking is not permitted in law, in particular inside enclosed spaces and only smoke in designated smoking areas;
- h) do not cause any damage to the Venue or any part thereof; and
- i) do not cause any damage to any computer screens, laptops, cabling and other electronic equipment or furniture, fixtures or fittings used at the Event.
- 15.2 The Exhibitor specifically acknowledges that EACR reserve the right to terminate the Event with immediate effect should the Exhibitor or any of their guests be in breach of clause 15.1 above.
- 15.3 The Exhibitor specifically acknowledges that EACR shall be entitled to at all times during the Event, to require any Exhibitor or any of their guests to immediately leave the Venue and if necessary to instruct security personnel (at the expense of the Exhibitor) to remove any person whom EACR considers as unruly or causing a nuisance or threat to any other person or property.
16. **Termination**
- 16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 3 days after being notified to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable)
- fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so. However, this 10 Business Day period will be reduced to 3 Business Days if EACR calls upon the Sponsor to remedy the breach during, or within, the 10 Business Day period before the Event begins;
- (c) the other party 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2)
- (d) the other party 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- (f) 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 other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party 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 the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(c) to clause 16.1(i) (inclusive).
- 16.2 In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
17. **Consequences of termination**
- 17.1 On termination or expiry of this agreement:
- (a) the Sponsorship Rights granted by EACR to the Sponsor under this agreement shall immediately terminate and revert to EACR, save that any licence necessary to enable the Sponsor to exercise the disposal rights in clause 13.2 shall continue solely for the disposal period;
- (b) following termination of the Sponsorship Rights and their reversion to EACR the Sponsor or Exhibitor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with EACR or the Event;
- (c) each party shall promptly return to the other any property of the other within its possession or control;
- (d) each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement;
- (e) the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 10 (Indemnities), clause 11 (Limitation of liability), clause 14 (Event cancellation), clause 17 (Consequences of termination), clause 19 (Confidentiality) and clause 29 (Governing law and jurisdiction).
- 17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
18. **Force majeure**
- 18.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.
- 18.2 Provided it has complied with clause 18.3 and subject to clause 14, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 18.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 18.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 1 week, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' written notice to the Affected Party.

19. **Confidentiality**

19.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives in connection with the Event, including:

- (a) the existence and terms of this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (c) any information developed by the parties in the course of carrying out this agreement;

Representatives means, in relation to a party, its employees, officers, representatives and advisers.

19.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed.

19.3 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and

obligations under or in connection with this agreement (**Permitted Purpose**); or

- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

19.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

19.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

19.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.

19.7 On termination of this agreement, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

- 19.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 20. Interest**
- 20.1 If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, without limiting the other party's remedies under clause 16, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 20.2 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%
- 20.3 In addition, in the event of default, EACR shall be entitled to recover all reasonable administration, court fees and legal costs in the recovery of any debts or enforcement of the agreement.
- 21. Data Protection**
- 21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 21, **Applicable Laws** means (for so long as and to the extent that they apply to EACR) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and EACR is the processor.
- 22. No partnership or agency**
- 22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23. Third party rights**
- 23.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 23.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.
- 24. Variation**
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 25. Waiver**
- No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 26. Severance**
- 26.1 If any provision or part-provision of this agreement 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 this agreement.
- 26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Entire agreement

27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

27.4 Nothing in this clause shall limit or exclude any liability for fraud.

28. Notices

28.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

28.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service.

- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.4 A notice given under this agreement is not valid if sent by email.

29. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

30.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.