

# TERMS & CONDITIONS OF CONTRACT

## 1 Definitions

1.1 In these Terms and Conditions the following words shall have the following meanings: "The Client" means the person, firm, body corporate or other entity stated on the Order (which expression shall include any principal on whose behalf it is signed irrespective of whether the agent has authority to do so); "the Company" means Knowlex Limited or its assignees; "the Event" means an event or exhibition organised and conducted by the Company on the Event Date; "the Event Date" means the date of the Event as set out on the Order; "the Order" means the client order form attached; "Sponsorship" means sponsorship of the Event by the Client for the purpose of promoting the Client and or its products or services; "Sponsorship Package" means any combination of Advertisements or Sponsorship on any one occasion as set out on the Order "Title" means the name of Event as detailed in the Order.

1.2 The agreement shall be formed when the Company accepts the Order by either signing the Order or confirms acceptance by email and will be made on these Terms and Conditions.

1.3 The Company and the Client acknowledge that these Terms and Conditions have been given due consideration and that they are considered reasonable and fair to both parties.

1.4 The Company reserves the right to revise these Terms and Conditions from time to time.

## 2 Payment

2.1 The fee payable by the Client shall be in accordance with the Company's published price list or as agreed on the Order. On acceptance of the Order the Company will invoice the Client in full and the Client will pay the invoice in full within 14 days of the date thereof. If the Client fails to pay the invoice in full on the due date the Company is under no obligation to provide the Sponsorship Package to the Client.

2.2 All payments to the Company shall be made without any set off, deduction, withholding or counterclaim and all fees are exclusive of Value Added Tax which shall be payable by the Client.

2.3 The Company reserves the right to charge interest on overdue accounts at eight percent above the base lending rate in force at the time the account becomes overdue.

2.4 The Client is liable for all collection and litigation costs and fees if the Company instructs a third party or litigation to collect for non-payment of the fees.

2.5 The Client shall have a cooling off period of 7 days after acceptance of the Order during which the Client has the right to cancel the Order. Notice must be given in writing by the Client to the Company using Recorded Delivery Post. If notice is not received by the Company until after the 7 day period has expired or not at all then the Order is binding on the Client and payment is due in full.

2.6 Where a purchase order is required for payment, this must sent to accounts@knowlex.co.uk within 7 days of booking.

## 3 Rights

3.1 Provided the Client complies with these Terms and Conditions, the Company shall use all reasonable endeavours to supply the Sponsorship Package.

3.2 The Company grants to the Client the right to use the Title in all press and promotional usage undertaken by the Client in relation to the Event. The Company will use all reasonable endeavours to ensure that third parties describe the Event using the Title, in addition to the right for the Client to use the Title in connection with its promotion of its sponsorship of the Event, the Company shall also grant the Client the right to describe itself as "title sponsor" of the appropriate sponsorship category detailed in the Order.

3.3 After the cooling off period referred to in clause 2.5 has elapsed the Client will supply the Company with 100 words and logo and the Company will provide branding featuring the Client's name and or logo on the official Event website in accordance with the agreed Sponsorship Package.

3.4 Where applicable a hypertext link to the Clients website from the Company's official Event website will be provided but will have to be installed by the Client on their own website.

3.5 The Client will receive up to 5 delegate tickets (allocated at the Company's absolute discretion and provided at no extra cost) for the Event valid on the Event Date.

3.6 The Company will refer to the Event using the title; and it will use all reasonable commercial endeavours within budgetary constraints to ensure the maximum promotional coverage of the event.

## 4 Warranties

Each Party Warrants and undertakes to the other that:

4.1 It is duly authorised to enter into this Agreement and capable with its obligations under this Agreement.

4.2 Should any term of this Agreement be considered void or voidable under applicable law, the said term shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object its thereby frustrated.

4.3 Each party shall bear its own costs incurred in relation to this proposed transaction whether or not it proceeds.

## 5 Terminations

5.1 The Company may terminate this immediately on giving written notice to the Client (Using the contact details provided in Part 1 of the Order) if:

5.1.1 The Client fails to make a payment or the Client in the opinion of the Company is in material breach of any term of this Agreement.

5.1.2 The Client makes an agreement with its creditors, cannot pay its debts as they fall due, is declared insolvent, or has an administrator or receiver appointed. In any such case the Company shall be entitled to charge the Client any costs or expenses howsoever arising incurred by the Company.

5.2 The Company is relieved of all its obligations if any act is outside the Company's control which means the company is unable to hold the Event such as but without limitation: acts of god, danger of war, fire or severe disturbances affecting the organisation, venue or its suppliers.

5.2.1 The Company reserves the right to change the date of an event with reasonable cause, and will notify the Client at the earliest available opportunity should this occur.

5.3 Free to attend events: Once your place is booked, you will be charged an administration/non-attendance fee of £100+Vat in the event you do not attend. This fee will not apply if a colleague attends in your place. Delegate substitutions, from the same organisation, can be made up to and including the day of the conference

5.3.1 All paid-for conference tickets are non-refundable, but may, at the Company's discretion, be transferable to other Knowlex events.

## 6 Acknowledgements

The Client acknowledges that:

6.1 Its rights under this Agreement are non-exclusive and that the Company may offer sponsorship rights to third parties as described in clause 6.2 below and/or in categories which do not compete with the products and to companies who do not offer products in competition with the products.

6.2 The Company is the Event owner and unless expressly stated to the contrary in part 3 of the Order shall be entitled to appoint any number of 'main' or 'master class' sponsors for the Event.

6.3 Every Order shall be subject to these Terms & Conditions to the exclusion of any other terms (but not limited to) any terms contained in any earlier set of terms & conditions issued by the Company or any form of Order or any other documentation issued by the Client.

6.4 The Company owns and/or controls the Event and all existing and future intellectual property rights attaching to the Event including without limitation copyright, registered and unregistered trademark and design rights and the accompanying goodwill thereto ('the property rights') and agrees that the Client has no right, title or interest thereto save as licensed hereunder.

6.5 Except in the case of death or personal injury, the Company's liability under this Agreement is limited to the amount of the fee. In addition, the Company is not liable for any indirect or consequential loss, any economic loss, or damage to goodwill suffered by the Client and arising out of any breach by the company of any term of this Agreement, any negligence or otherwise.

6.6 The Client shall not use or permit the use of the Propriety Rights or any of the rights and licences granted herein in a manner, which in the reasonable opinion of the Company is or might be prejudicial or defamatory to the image of the Event owned or managed by the Company.

6.7 The Client shall notify the company of any suspected infringement of the Proprietary Rights, but to take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Company.

6.8 The Client shall not make or cause to be made or issued any announcement to the press or media regarding the Order or the Event or the Clients appointment as 'main' or 'master class' sponsor (as detailed in part 3 of the order) except in the form approved of by the Company.

6.9 It is hereby agreed that the Company shall not be liable for the nonappearance of any Advertisements in any publications or any agreed position on any websites nor can the Company guarantee the attendance ratios at any Event.

6.10 The Client warrants that any description relating to its products or services in the Advertisements is accurate is not illegal or defamatory and will at all times comply with any applicable advertising standards guidelines or regulations.

## 7 Miscellaneous

7.1 This contract is subject to and governed by the laws of England and Wales and the client and the company shall submit to the jurisdiction of the English Courts.

7.2 The Client gives consent to The Company to carry out a credit search on the partners and directors of the organisation now or at a future date. The credit search will be recorded by the agency and may be disclosed to subsequent enquirers.

7.3 The Client acknowledges that it must at all time maintain public liability insurance for a reasonable sum as against any losses arising out of any of its products causing damage at an Event.

7.4 In the event of any speaker being unable to attend the conference for any reason, the organisers will endeavour to find a substitute of similar standing.

7.5 Each client is required to provide work session choices for their delegate by the dates given by email requests, failure to do this may result in disappointment as sessions fill quickly.