



## TERMS AND CONDITIONS FOR THE USE OF EXHIBITION STANDS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In the Contract (as defined below) the following expressions have the meaning set opposite:

**Advertisement** - the advert contained on the Event's web-page which provides details of the Event which can be found here: <http://www.stfc.ac.uk/ciuk>

**Confidential Information** - the Customer's Confidential Information and/or STFC's Confidential Information as the context requires;

**Contract** - the contract between STFC and the Customer incorporating these Terms and Conditions and the Advertisement;

**Customer** - the party registering to attend the Event;

**Customer's Confidential Information** - any confidential information, know-how and data belonging to the Customer that is disclosed directly or indirectly by the Customer to STFC, any member of the STFC Group, or any other employee or representative of STFC in the course of STFC carrying out its obligations under the Contract;

**End Date** - the end date stated in the Advertisement;

**Event** - the exhibition hosted by STFC taking place in accordance with the Advertisement;

**Exhibition Area** - the specified area where the Exhibition Stand is located, as specified in the Advertisement;

**Exhibition Stand** - the stand within the Exhibition Area assigned for the Customers use;

**Facilities** the facilities which STFC agrees to make available to the Customer under the Contract and as stated in the Advertisement;

**Intellectual Property Rights** - any invention, patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

**Price** - the price or charges set out in the Advertisement;

**Site** - the premises at which the Event is held and as stated in the Advertisement;

**Start Date** - the start date stated in the Advertisement;

**STFC** - the Science and Technology Facilities Council;

**STFC's Confidential Information** - any confidential information, know-how and data belonging to STFC that is disclosed directly or indirectly by STFC, any member of the STFC Group or any other employee or representative of STFC to the Customer in the course of STFC's provision of the Event and/or Facilities;

**STFC Group** - STFC and its wholly owned subsidiaries;

**Terms and Conditions** - these terms and conditions;

**Working Day** - any day when all of STFC's sites are open for business.

1.2. References in the Contract to any enactment, act, order, regulation or similar instrument are to be construed as references to that enactment, act, order, regulation or instrument as amended by any later enactment, order, regulation or instrument or as contained in any later re-enactment of it.

1.3. The headings in these Terms and Conditions are for ease of reference only and do not affect their interpretation or construction.

### 2. THE CONTRACT

2.1. When STFC places the Advertisement, it is making an offer to host the Event and provide the Customer with the Facilities. The Contract is formed when the Customer registers to attend the Event.

2.2. These Terms and Conditions and the Advertisement, apply to the Event and the provision of the Facilities to the exclusion of all other terms and conditions. Any other terms and conditions proposed by the Customer or which the Customer purports to apply (whether in any purchase order, confirmation of order, in correspondence or in any other context) will not form part of the Contract or be binding on STFC.

2.3. These Terms and Conditions and the Advertisement constitute the entire agreement between the Customer and STFC

in relation to the Event and any Facilities to be provided by STFC and supersede all earlier agreements, arrangements and understandings relating to the subject matter of this Contract with the exception of any existing non-disclosure agreement ("NDA") between STFC and the Customer regarding the subject matter of this Contract. If there is any conflict between the confidentiality provisions of this Contract and an NDA, the relevant terms of this Contract shall be superseded.

- 2.4. If there is any conflict or inconsistency between these Terms and Conditions and the Advertisement the Advertisement will prevail to the extent necessary to resolve that conflict or inconsistency.
- 2.5. STFC may amend the Event or Facilities where necessary to comply with any statutory or regulatory requirement or in any way that does not materially affect their quality.
- 2.6. Subject to Condition 2.5, neither the Contract nor Event or Facilities may be amended, supplemented or varied without the written agreement of both STFC and the Customer and any attempt to amend, supplement or vary the Contract or any Service without that written agreement will be null and void.

### 3. PERFORMANCE

- 3.1. STFC will provide the Customer with access to the Exhibition Stand, Exhibition Area and Site on the days and times set out in the Advertisement.
- 3.2. STFC will use reasonable endeavours to host the Event and provide access to the Facilities in accordance with the Contract.
- 3.3. The Customer will ensure that, while on the Site, its employees and representatives comply with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any policy, regulation, code of practice or instruction relating to health and safety, security or the environment that applies to the Site and is brought to their attention or given to them whilst they are on Site by any employee or representative of STFC or the Site.
- 3.4. STFC or the Site has absolute discretion to deny access to any person to the Site at any time.
- 3.5. If STFC has to reschedule the Customer's booking of the Event because of circumstances beyond its reasonable control,

it will promptly notify the Customer and will offer alternative dates to the Customer. In this case, STFC will have no other liability to the Customer in respect of the failure to provide the Event.

### 4. CANCELLATION CHARGES

- 4.1. If the Customer cancels its booking of the Event, STFC will be entitled to invoice, and the Customer will pay, a percentage of the Price based on the number of Working Days' notice that STFC is given, as follows:

Working Days' Notice	% of Price	Admin Fee
More than 30	No charge	£25
10 – 30	10	No charge
5 – 10	25	No charge
0 – 5	100	No charge

Notice must be received by STFC before 17:00 hours on a Working Day to count as being received on that Working Day.

### 5. PRICE AND PAYMENT

- 5.1. The Customer will pay the Price to STFC in accordance with this Condition 5 and any terms stated in the Advertisement.
- 5.2. All prices, fees, charges and expenses are exclusive of any application value added, sales, excise, or similar taxes and all customs duties. The Customer will pay these in addition to the Price.
- 5.3. STFC may invoice the Customer as set out in the Advertisement, and the Customer will pay each of STFC's invoices, in the currency stated in the Advertisement, within the period for payment stated on such invoice.
- 5.4. If the Customer is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under the Contract, the amount payable to STFC by the Customer will be increased by the amount of that deduction or withholding to ensure that STFC receives a sum equal to the amount to be paid under the Contract.
- 5.5. If any payment to STFC is overdue, STFC may do one or more of the following:
- (a) prohibit attendance at the Event by the Customer and/or suspend the provision of any Facilities; or



(b) treat the non-payment as a material breach and terminate the Contract in accordance with Condition 12.3(a); or

(c) charge the Customer interest on any overdue sum and the costs of recovery

in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.6. STFC is not obliged to carry out any work except that specifically stated in the Contract. STFC reserves the right to charge the Customer, and the Customer will pay STFC a reasonable charge for, any additional work carried out for the Customer by STFC.

5.7. On the termination or expiry of the Contract, the Customer will pay STFC, in accordance with this Condition 5, all unpaid fees and expenses accrued up to the date of termination or the expiry of the Contract and for all costs and expenses that STFC has incurred or agreed to incur in connection with any work done or to be done for the Customer.

## 6. CUSTOMER'S OBLIGATIONS

6.1 The Customer undertakes to STFC to:

(a) not cause or permit any damage to the Exhibition Stand, Exhibition Area or Site;

(b) keep the Exhibition Stand clean and tidy and clear of litter;

(c) not carry out any structural alterations to the Exhibition Stand or Exhibition Area without the prior written consent of STFC.

(d) ensure the Exhibition Stand is fully set-up by 8pm on the set-up day unless instructed otherwise by STFC; and

(e) ensure the Exhibition Stand remains fully set-up until following the final coffee break on the final day of the event, unless instructed otherwise by STFC.

## 7. CONFIDENTIALITY

7.1. STFC will keep confidential and not disclose to any third party any of the Customer's Confidential Information.

7.2. The Customer will keep confidential and not disclose to any third party nor use for any purpose any of STFC's Confidential Information.

7.3. Neither party will be in breach of its obligations to keep the other party's Confidential Information confidential to the extent that it:

(a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;

(b) is or becomes publicly known without any breach of the Contract or any other undertaking to keep it confidential;

(c) has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of obligation of confidentiality owed to the other party

(d) is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or

(e) is approved for release in writing by an authorised representative of the other party.

7.4. STFC will not be in breach of any obligation to keep the Customer's Confidential Information confidential or not to disclose it to any third party by making it available to any member of the STFC Group.

7.5. If STFC receives a request under the Freedom of Information Act 2000 to disclose any information that, under the Contract, is the Customer's Confidential Information, it will notify the Customer and will consult with the Customer. The Customer will respond to STFC within 10 Working Days after receiving STFC's notice if that notice requests the Customer to provide information to assist STFC to determine whether or not an exemption to the Freedom of Information Act applies to the information requested. The Customer acknowledges that the decision as to whether or not an exemption does apply and whether the Confidential Information requested can be withheld rests solely with STFC.

7.6. The Provisions of Condition 7.5 shall also apply as though STFC were the Customer and vice versa if the Customer is subject to the Freedom of Information Act 2000 or any equivalent legislation.

7.7. Neither STFC nor the Customer will use the other's name or logo in any press release or product advertising, or for any other



promotional purpose, without first obtaining the other's written consent.

## 8. INTELLECTUAL PROPERTY

8.1. Except as expressly stated to the contrary in these Terms and Conditions, or the Advertisement, nothing in the Contract assigns or transfers any Intellectual Property Rights or grants either party any licence to use any Intellectual Property Rights, except that STFC may use, for the purpose of performing its obligations under the Contract, all information, software and materials supplied to it by or on behalf of the Customer.

## 9. WARRANTIES

9.1. STFC warrants to the Customer that:

(a) the Event will comply with the description in the Advertisement; and

(b) the Facilities will be supplied with reasonable care and skill.

9.2. If STFC breaches the warranty in Condition 9.1 and the Customer has notified STFC of that breach within two months, STFC may refund the Price paid by the Customer for the Event.

9.3. STFC will not be in breach of the warranty in Condition 9.1 if such fault is attributable to the actions of the Customer.

9.4. The warranties and undertakings given by STFC in the Contract are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms on the part of STFC (except those expressly set out in the Contract), including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result, are excluded from the Contract.

9.5. The Customer warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Contract. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by STFC fraudulently) which is not specifically set out in the Contract.

## 10. LIABILITY

10.1 Nothing in the Contract excludes or limits STFC's liability for: (i) fraud or other criminal act; (ii) personal injury or death caused by

negligence; or (iii) any other liability that cannot be excluded by law.

10.2 STFC's aggregate liability for damage to tangible property arising in connection with the Contract or in connection with the Event or Facilities is limited to the total Price paid by the Customer.

10.3 Subject to Condition 10.1, in no event will STFC be liable for any loss or damage resulting from: loss of or damage or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover STFC will not be liable for any indirect loss or damage.

10.4 Except as provided for in Condition 10.1 and Condition 10.1, STFC's maximum aggregate liability to the Customer in connection with the Contract and the provision or failure to provide any or all of the Facilities in connection with the Event will be limited to a sum equivalent to the Price.

10.5 The above limitations and exclusions on STFC's liability apply regardless of the cause of action, whether arising under statute, in contract, in tort (including but not limited to negligence), or in any other way.

10.6 Despite anything else contained in the Contract, neither party will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including, without limitation, any act or omission of the other party or of any third party (except a party's employees, contractors or suppliers who will be deemed to be under its control for the purposes of this Condition). In those circumstances the Customer or STFC (as the case may be) will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the Contract but also in the context of STFC's other commitments.

## 11. INDEMNITY AND INSURANCE

11.1 The Customer will indemnify STFC and keep it fully and effectively indemnified against:

(a) all loss of or damage to the Exhibition Area, Exhibition Stand, Site or property and, equipment of STFC; and

(b) each and every claim made against STFC by



any third party for (i) personal injury; or (ii) damage to or loss of property;

arising as a result of the Customer's use of the Exhibition Stand, Exhibition Area or presence on the Site.

11.2 The Customer will, subject to Clause 11.3, obtain insurance in respect of any potential liabilities it may incur pursuant to the indemnity given in Clause 11.1. STFC may request evidence of such insurance prior to allowing the Customer access to the Site.

11.3 STFC may, in its absolute discretion, waive the requirement of the Customer to obtain insurance pursuant to Clause 11.2.

## 12. DURATION AND TERMINATION

12.1 The Event and associated Facilities will begin on the Start Date and, subject to earlier termination of the Contract under Condition 12.2 or any Special Condition, will continue until the End Date.

12.2 STFC or the Customer may terminate the Contract by giving notice to the other if:

(a) the other commits any material breach of the Contract and (in the case of a breach that is capable of being remedied) has failed to remedy that breach within 30 days after receiving notice requiring it to remedy that breach; or

(b) the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or the other passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order, or if the other enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

12.3 STFC reserves the right to terminate the Contract without liability to the Customer if:

(a) The Exhibition Area is closed or the staging of the Event is cancelled;

(b) The Exhibition Stand is no longer available for the Customer's use;

In such circumstances, a full refund of the Price shall

be given to the Customer

12.4 The expiry or termination of the Contract will not affect any accrued rights or liabilities of STFC or the Customer, nor will it affect the coming into force or the continuance in force of any provision of the Contract that is expressly, or by implication, intended to come into or to continue in force on or after termination.

12.5 General Conditions 1, 2, 3.3, 3.4, 5.5, 5.6 5.7, 7, 8, 9, 10, (b), 12.5 and 13 will survive the termination or expiry of the Contract and will continue indefinitely.

## 13. GENERAL

13.1 No forbearance or delay by STFC or the Customer in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, STFC or the Customer is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.

13.2 If any part of the Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Contract will not be affected.

13.3 All notices to be given under the Contract must be in writing or by email and be sent to the address or email address of the intended recipient set out in the Advertisement, or any other address or email address which the intended recipient may designate by notice given in accordance with the provisions of this Condition.

13.4 Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by email and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, when received.

13.5 Subject to Condition 13.6, neither STFC nor the Customer may assign the Contract or any of its rights or obligations under it, whether in whole or in part, without first obtaining the other's written consent. That consent will not be unreasonably withheld or delayed.

13.6 STFC may, provided it gives written notice to the Customer, assign its rights and obligations under the Contract to any member of the STFC Group.

13.7 The Contract and its validity are governed by, and the Contract is to be construed in accordance with, the laws of England. Both

parties agree to submit to the exclusive jurisdiction of the English Courts.

13.8 Nothing in the Contract creates any partnership or joint venture between STFC and the Customer, or the relationship between them of principal and agent.

13.9 No third party is entitled to the benefit of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any member of the STFC Group may directly enforce or rely on any Condition expressed to be for the benefit of the STFC Group or any member of it.