

Exhibitor and Sponsor

Terms and Conditions for BMJ Events

- 1 Introduction** These are the terms and conditions (**Terms**) on which BMJ accepts your request to participate as an exhibitor or sponsor at the BMJ event referred to in the Booking Form (**Event**). Please read them carefully. References in these Terms to **BMJ, we, us or our** are to BMJ Publishing Group Limited (company no. 3102371; registered office at BMA House, Tavistock Square, London WC1H 9JR; and VAT no. 674738491). References to **you** in these Terms shall be to the individual or entity detailed on the Booking Form to whom stand space has been allocated, and/or to whom Sponsorship Rights (defined below) have been granted.
- 2 Contract Formation and Duration.** Your contract will be formed when we accept your completed booking form for the Event (**Booking Form**). We will confirm acceptance of your booking in writing. Your contract will exist until the day after the Event and will comprise these Terms, the Booking Form and any other terms referred to in these Terms (**Contract**). In relation to stand space, the Contract constitutes a licence and not a tenancy. We reserve the right to reject any Booking Form in our absolute discretion.
- 3 BMJ's Obligations.** Provided we accept your Booking Form, we shall provide you with the (a) stand space; and/or (b) the sponsorship opportunities (**Sponsorship Rights**); and/or (c) the passes, as detailed in your Booking Form. We reserve the right to change the location of stands at any time if in our opinion it is in the best interests of the Event or for reasons outside our control. Stand space is allocated on a 'first come, first served' basis. We shall endeavour to provide the Event at the venue (**Venue**) and on the dates set out in the Booking Form. However we may make changes to the Venue, dates, content or other details of the Event.
- 4 Your Obligations.** If your Booking Form includes the allocation of stand space we will provide you with an exhibition manual which contains technical regulations, deadlines, schedules and other information for exhibiting at the Event (**Exhibition Manual**). You agree to comply with (i) all deadlines, rules and requirements specified in the Exhibition Manual and (ii) all reasonable instructions imposed by BMJ; the Venue management; the local authority and any other competent authority. Failure to comply with the Exhibition Manual and/or any reasonable instructions may entitle BMJ to charge you additional fees and/or terminate the Contract without any further liability to you.
If you have purchased Sponsorship Rights and these include the right for you to nominate a "sponsored session" at the Event, you agree to comply with the "Guidelines for Session Sponsors", which will be made available to you following acceptance of your booking.
You will ensure that any materials and products promoted at the Event shall be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force.
- 5 Payment.** We will invoice you following confirmation of your booking. Payment in full (including any applicable VAT) must be made by within 30 days of the date of invoice unless (i) other credit terms have been agreed and are detailed on the invoice or (ii) the Event is due to take place within four weeks of the date of the Booking Form, in which case payment is due immediately on receipt of invoice. Payment should be made in pounds sterling unless otherwise stated on the Booking Form or agreed in writing with us. Payment must be received by us on or before the due date and should be made by bank transfer. Electronic remittance advice should be sent via email to: bmj_bacs@bma.org.uk. Payment by cheque, bankers draft or any other method must be agreed in advance and may incur a levy of up to 3%. If payment is not made by the due date, we may impose interest charges. If you query a charge on a statement or invoice that includes multiple charges, you are not entitled to withhold any payment in respect of the non-disputed charges on the statement or invoice which must be paid in accordance with the provisions above. All amounts payable to BMJ must be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be your sole responsibility.
- 6 Intellectual Property Rights.** You and we both acknowledge that: (i) all rights in your logo(s) and/or trade mark(s) (**Your Marks**), including any goodwill associated with them, shall be and remain your property; (ii) all rights in the trade marks to be used for promotion, advertising and marketing of the Event (**Event Marks**), including any goodwill associated with them, shall be the property of BMJ and any third party partner of BMJ associated with the Event (**Partner**) and you shall not acquire any rights in the Event Marks; (iii) all intellectual property rights in any materials produced for the Event, excluding Your Marks, shall remain the property of, or be assigned to, BMJ or a Partner. You agree to use the Event Marks and any other branding materials provided by BMJ in accordance with guidelines setting out technical requirements for the reproduction of the Event Marks provided by us to you. You are not permitted to make any audio or visual recording of any part of the Event without our prior written consent.
- 7 Exhibitor/Sponsor Cancellation.** If you no longer require, or wish to reduce, your stand space, you must immediately inform us in writing. If we agree to your request and provided that the request is made more than six months prior to the Event, you will be entitled to a refund of 50% of the fees paid for the stand space at that Event (**Exhibition Fees**). If you have booked space at more than one event the cancellation shall apply only to the Event to which your request relates any we may cancel any multiple event discount. If your cancellation request is made within six months of the Event taking place, no refund of Exhibition Fees will be made. For the avoidance of doubt, no refund of any amount will be made on cancellation of any Sponsorship Rights.
- 8 Liability.** You are responsible for safeguarding your possessions, materials and property (and those of your employees, contractors and agents (**your personnel**)) during the Event. You will be liable for any loss (including without limitation consequential losses), damage or claims arising out of injury to any third parties or damage to property, materials or possessions arising by reason of your acts or omissions or those of your personnel. You agree and undertake to secure your own insurance to cover liabilities and risks including personal, public and product liability claims.
Our liability shall be limited to the total amount you have paid us to participate at the Event and we shall not be liable for any loss of profits, business or any other indirect or consequential loss. Nothing in this Contract shall be taken to exclude or limit our liability for death, personal injury, fraudulent misrepresentation or where such exclusion or limitation of liability is otherwise not permitted by law.
- 9 Termination.** We have the right to terminate the Contract immediately on written notice: (i) if you commit a material or persistent breach of the Contract and fail to remedy such breach (if, in BMJ's opinion the breach is capable of remedy) within seven (7) days of notification in writing from us; (ii) if in BMJ's opinion you have brought, or are likely to bring, the Event or BMJ into disrepute; (iii) if you become insolvent, or enter into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of your assets, or if you make an assignment for the benefit of, or composition with your creditors generally or being an individual you are the subject of a bankruptcy petition or bankruptcy order; and (iv) on a Force Majeure Event. A **Force Majeure Event** means any circumstance not within our reasonable control.
- 10 Assignment.** You may not assign or sub-contract your rights or obligations under this Contract without our prior written consent.
- 11 Waiver.** Failure or neglect by us to enforce at any provision of the Contract shall not be construed or deemed to be a waiver of our rights nor in any way affect the validity of the whole or any part of the Contract nor prejudice our right to take subsequent action.
- 12 Confidentiality.** You undertake not to disclose to any third party, other than to your professional advisers or as required by law or as agreed by BMJ, any confidential information relating to the business or affairs of BMJ.
- 13 Enforceability.** If any term or provision in this Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of this Contract shall not be affected.
- 14 Indemnity.** You agree to indemnify us against all and any expenses, losses, liabilities, damages or costs incurred or suffered by us in relation to any claims or proceedings which arise in any way from your participation or attendance at the Event or from any breach by you of the Contract including but not limited to any damage suffered by the Venue as a result of an act or omission by you.
- 15 Data Protection.** Each of you and BMJ warrant that any personal data as defined by the Data Protection Act 1998 (as amended) (**DPA**), provided by one to the other, is processed in accordance with the DPA. In particular, you undertake that any personal data provided by BMJ or generated in connection with the Event will only be used for the specific purposes for which consent has been obtained. If any scanning or filming equipment is used for scanning or filming delegates at the Event, you must make it clear to delegates in advance the purpose for which you will collect and process such data and only do so fully in accordance with the DPA and any other relevant data protection regulations or laws. In order to provide the Event it may be necessary for BMJ to transfer your personal data to third parties associated from time to time with the provision of the Event. You agree to us transferring some or all of your personal data from time to time as BMJ deems appropriate and to the processing of such data in accordance with these Terms and the BMJ privacy policy, which can be read at www.bmj.com.
- 16 Anti-Bribery** You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and BMJ's Ethics and Anti-bribery Policy Statement, which can be read at www.bmj.com.
- 17 Third Parties.** No third party shall be entitled to enforce any rights under the Contract. The parties hereby exclude the operation of the Contracts (Rights of Third Parties) Act 1999. Nothing in the Contract shall be deemed to constitute a partnership between the parties.
- 18 Notices.** Any notices to be served on one party by the other shall be sent by pre-paid recorded delivery post or email to the address of the other, and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours if sent by email to the correct email address provided that no message is received by the sender that such message was not delivered.
- 19 Law.** To the fullest extent permitted by law, these Terms are governed by the laws of England and shall be governed and construed in accordance with the laws of England whose courts shall have exclusive jurisdiction in relation to any dispute arising out of the Contract or its subject matter.