

TERMS OF CONTRACT TO EXHIBIT AT BSAVA CONGRESS

1. INTERPRETATION

BSAVA: British Small Animal Veterinary Association incorporated in England and Wales with company number 02837793 whose registered office is at Woodrow House, 1 Telford Way, Waterwells Business Park, Quedgeley, Gloucester GL2 2AB.

BSAVA Code of Conduct: the BSAVA code of conduct which can be viewed at www.bsavacongress.com/exhibition, as amended from time to time.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.5.

Contract: the contract between BSAVA and the Customer for the supply of Exhibition Space (and the option of a Space Only or a Shell Scheme to be detailed within the Order Form) at the Exhibition in accordance with these Conditions.

Customer: the person or firm who purchases the right to access Exhibition Space from BSAVA.

Exhibition: the BSAVA Congress, details of which are in the Order Form.

Exhibition Space: means the hire of either a Space Only or a Shell Scheme at the Exhibition.

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.

Order: the Customer's order for the supply of Exhibition Space, as set out in Clause 2.

Order Form: means the document under which the Customer confirms the package of Exhibition Space which it would like to secure and which incorporates these Conditions, as issued by BSAVA.

Price: the price payable by the Customer for the Exhibition Space as detailed within the Order Form.

Shell Scheme: a stand within a designated space for the exclusive use by the Customer at the Exhibition as set out in the Order Form.

Space Only: the designated space for the exclusive use by the Customer to erect its own stand at the Exhibition as set out in the Contract.

2. BASIS OF CONTRACT

These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer shall complete the Order Form specifying the Exhibition Space it would like to book. The Customer is responsible for ensuring that the terms of the Order Form are complete and accurate. BSAVA shall, upon receipt of the Order Form, check availability for the Exhibition Space requested by the Customer and confirm whether that Exhibition Space is available, or if not, suggest an alternative space. The Customer then has five (5) working days to secure the available Exhibition Space and shall do so by confirming in writing that it wishes to order that specific Exhibition Space (the "Order"). The Order constitutes an offer by the Customer to hire Exhibition Space in accordance with these Conditions. The Order shall only be deemed to be accepted when BSAVA issues written acceptance of the Order at which point and on which date the Contract shall come into existence. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BSAVA which is not set out in the Contract. Any statements made by or on behalf of BSAVA as to audience projections, promotion or methods or timing of promotion shall constitute only general indications of BSAVA's promotion and organisation strategy and shall not form part of the Contract. Any descriptive matter or advertising issued by BSAVA and any illustrations or descriptions contained in BSAVA's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the various exhibition spaces available. They shall not form part of the Contract.

3. EXHIBITION SPACE

- 3.1 The various exhibition spaces and stands, location and sizes are described in the Order Form.
- 3.2 BSAVA reserves the right to amend the location of the Exhibition Space if required by any applicable statutory or regulatory requirements or the needs of the Exhibition or BSAVA by giving seven (7) days' notice to the Customer.
- 3.3 The Customer may not display or exhibit any products or services prohibited by the BSAVA Code of Conduct or other policy statements issued by BSAVA to the Customer from time to time in writing.
- 3.4 If BSAVA's performance of any of its obligations in respect of the Exhibition Space is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - (a) BSAVA shall without limiting its other rights or remedies have the right to suspend provision of the Exhibition Space until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays BSAVA's performance of any of its obligations; BSAVA shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from BSAVA's failure or delay to perform any of its obligations as set out in this clause 4; and
 - (b) the Customer shall reimburse BSAVA on written demand for any costs or losses sustained or incurred by BSAVA arising directly or indirectly from the Customer Default.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - (a) ensure that the terms of the Order are complete and accurate;
 - (b) co-operate with BSAVA in all matters relating to the Exhibition Space and comply with the BSAVA Code of Conduct at all times;
 - (c) obtain and maintain all necessary licences, permissions and consents which may be required for any products or services to be promoted at the Exhibition Space;
 - (d) ensure that the Exhibition Space is manned at all times by a person authorised by the Customer;
 - (e) ensure that the maximum number of authorised persons per Exhibition Space, as detailed within the Contract is not at any time exceeded; and

- (f) arrange insurance, to the extent that is required by law, for:
 - (i) the Exhibition Venue and loss or damage to plant and equipment;
 - (ii) public liability;
 - (iii) employer's liability;
 - (iv) product liability insurance; and
 - (v) third party liability insuranceand ensure that all such insurance is in force and valid throughout the term of the Contract.

- 4.2 All products advertised, sold and displayed for use within the United Kingdom or EEA community must be compliant with all applicable EC Directives and have the CE mark on the product or equipment. If products advertised, sold and displayed for use within the United Kingdom or EEA community do not comply with the applicable EC Directives or do not bear a CE mark during the event, the Customer or his agents or contractors will be deemed to be in breach of this Contract. In such circumstances verbal notification will be given to the Customer or its agents or contractors to leave the Exhibition immediately and the Customer or its agents or contractors shall have no claim against BSAVA.
- 4.3 In order to ensure that all Customers receive the full benefit of attendance by delegates at the Exhibition, the Customer undertakes both for itself and on behalf of all members of its group of companies that no such person shall during the opening hours of the Exhibition (as notified to the Exhibitor in writing prior to the Exhibition), directly or indirectly conduct, hold or arrange any event at a venue or location within a two (2) mile radius of the location of the Exhibition which is external to the Exhibition and which may in the reasonable opinion of BSAVA lessen the foothold of delegates within the Exhibition during such opening hours, without the prior written consent of BSAVA. This clause shall survive termination of the contract.
- 4.4 In the event that any Customer shall breach the undertaking in clause 3.4, BSAVA reserves the right to request the Customer to cancel or change the format of any proposed event or procure such cancellation or change. In the event that the Customer shall refuse to comply with such request (and without prejudice to its other rights and remedies), BSAVA expressly reserves the right to impose one or more of the following sanctions upon the Customer:
 - (a) exclude the Customer and its group companies from exhibiting at future events held by BSAVA or its group companies; and/or
 - (b) terminate the Contract with the Customer with immediate effect and retain all monies paid in accordance with it but without prejudice to the right of BSAVA to claim the balance of monies outstanding from the Customer.

5. CHARGES AND PAYMENT

- 5.1 The price payable by the Exhibitor for the Exhibition Space is as detailed within the Booking Form and which vary depending upon the size and location of the space required. All prices quoted exclude VAT.
- 5.2 Bookings received before 30th September will be issued a 25% deposit invoice upon written confirmation of stand location. Balance invoices will be issued after 30th September. Bookings received after 30th September will be invoiced 100%.
- 5.3 The Customer shall pay the Price in full and in cleared funds by debit/credit card or by bank transfer to a bank account nominated in writing by BSAVA. Time for payment shall be of the essence of the Contract.
- 5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT").
- 5.5 If the Customer fails to make any payment due to BSAVA under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall also pay the interest together with the overdue amount.

Amount of debt	Charges applied*
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

*In accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 and 2013.

- 5.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. BSAVA may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by BSAVA to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Contract or the Exhibition that originate from BSAVA shall be owned by BSAVA and all Intellectual Property Rights originating from BSAVA are and remain the exclusive property of BSAVA and the Customer has no rights to use these in connection with the Exhibition or for any other purpose.

7. CONFIDENTIALITY

A party ("receiving party") 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 receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY:

- 8.1 Nothing in these Conditions shall limit or exclude BSAVA'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.

- 8.2 Subject to clause 8.1:
- BSAVA shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, or any indirect or consequential loss arising under or in connection with the Contract; and
 - BSAVA's total liability to the Customer 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 in no circumstances exceed any amount paid to BSAVA by the Customer for the Exhibition Space.
- 8.3 This clause 8 shall survive termination of the Contract.

9. CUSTOMER WARRANTIES AND INDEMNITIES

- 9.1 The Customer warrants that:
- all products promoted by it at the Exhibition shall comply with clause 4.2;
 - any supply of samples of any kind whatsoever arising from the Customer, whether sold or given away free of charge at the Exhibition shall comply with clause 4.2;
 - any structure erected or used by the Customer at the Exhibition will be erected safely, in accordance with manufacturer's instructions, adequately secured and not present or cause any danger or damage to any persons or property at the Exhibition;
 - it shall comply with clause 4.3;
- and the Customer shall defend, indemnify and hold harmless BSAVA against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with this clause 9.1 or the Customer's hire of the Exhibition Space, including but not limited to damage caused to the Exhibition venue by the Customer, its employees, contractors or agents. For the avoidance of doubt, in relation to a breach of clause 4.3, the Customer agrees that BSAVA shall be entitled to recover from the Customer damages including, but not limited to, the loss of revenue associated with any Exhibitor not booking equivalent Exhibition Space to the Exhibition Space it has booked in the year of the breach, at a future exhibition where such failure to book an Exhibition Space is associated with a direct or indirect consequence of the Customer's breach of clause 4.3.
- 9.2 In agreeing the above terms the Customer acknowledges that damages alone may not be an adequate remedy for the breach of any of the provisions of these Conditions. Accordingly, without prejudice to any other rights and remedies it may have, BSAVA shall be entitled to the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of any of the provisions of these Conditions.

10. TERMINATION

- 10.1 Without limiting its other rights or remedies BSAVA may terminate the Contract:
- by giving the Customer not less than 7 (seven) days written notice in the event the Exhibition does not take place; or
 - with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party ceases to carry on business, become insolvent or, enter into or are subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffer from enforcement of security or legal process or repossession or any event analogous to any of the above in the United Kingdom.
- 10.3 On termination of the Contract for any reason:
- the Customer shall immediately pay to BSAVA all of BSAVA's outstanding unpaid invoices and interest and, in respect of the Exhibition Space but for which no invoice has yet been submitted, BSAVA shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - the accrued rights and remedies of the parties as at 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
 - clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. CANCELLATION

- 11.1 In the event that the Customer wishes to cancel the Contract following acceptance by BSAVA in accordance with clause 2.2, or the Customer fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed within the Order Form, BSAVA reserves the right (without prejudice) to apply the following cancellation charges:
- where cancellation takes within a period falling between 26 weeks and 16 weeks before the first date of the Exhibition, a cancellation charge of 25% of the Price;
 - where cancellation takes place within the period falling between 16 weeks and 10 weeks before the first date of the Exhibition, a cancellation charge of 50% of the Price;
 - where cancellation takes place within the period falling between 10 weeks and 6 weeks before the first date of the Exhibition, a cancellation charge of 75% of the Price;
 - where cancellation takes place within the period falling within 6 weeks before the first date of the Exhibition, a cancellation charge of 100% of the Price;
- 11.2 In the event that the Customer wishes to cancel the Contract, it must give notice to BSAVA in writing in accordance with clause 13.2.
- 11.3 Notwithstanding that BSAVA may resell or reallocate the cancelled Exhibition Space after receipt of the cancellation charges detailed in clause 11.1, BSAVA shall be under no obligation to reimburse all or any part of such cancellation charges.
- 11.4 Where a Customer wishes to reduce the size of the Exhibition Space after the Contract has been formed, written notice of such variation to the Contract must be given to BSAVA in accordance with clause 13.2. In the event of such reduction to the size of the Exhibition Space, the Cancellation Charges detailed in clause 11.1 shall apply in respect of the difference between the Price payable under the Contract and the revised price due for the revised Exhibition Space.

- 11.5 In the event that BSAVA needs to alter the layout of the Exhibition and change the location of the Exhibition Space in accordance with clause 3.2 or for any other reason, then it may amend the Contract at any time, giving not less than 7 (seven) days' written notice.
- 11.6 Notwithstanding that BSAVA may resell or reallocate the cancelled Exhibition Space or the space by which it is reduced pursuant to clause 11.4 after payment of the cancellation charges, BSAVA shall be under no obligation to reimburse all or any part of such cancellation charges.

12. FORCE MAJEURE

- 12.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of BSAVA including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of BSAVA or any other party), failure of a utility service or transport network, act of God, war, riot, acts of terrorism, 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, or any material health and safety issues or other events beyond the reasonable control of either party.
- 12.2 BSAVA shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract, or if the Exhibition does not take place (in whole or in part) as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents BSAVA from providing the Exhibition Space, BSAVA shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 12.4 If the Force Majeure Event occurs during the Exhibition, BSAVA may terminate this Contract immediately and require the Customer or its agents, employees or contractors to leave the Exhibition immediately. In such circumstances, the Customer, its agents, employees or contractors shall have no claim against BSAVA.

13. GENERAL

- 13.1 **Assignment and other dealings.** The Customer shall not, without the prior written consent of BSAVA, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract, or sub-let or grant licenses in respect of the whole or any part of the Exhibition Space.
- 13.2 **Notices.**
- Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
 - A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); 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; 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 or e-mail, one business day after transmission.
 - The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3 **Severance.** If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract will not be affected.
- 13.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 13.5 **Third Parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by BSAVA.
- 13.7 **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 the law of England and Wales and the parties irrevocably submit to the jurisdiction of the courts of England and Wales.