



TERMS AND CONDITIONS

**BRITISH PORTS ASSOCIATION
CONFERENCE 2018**

British Ports Association Conference 2018
Booking Terms and Conditions

1. Definitions

Booking Form means the booking form submitted by the Client to the Organiser for the Facilities.

BPA means the British Ports Association.

Conference means the BPA Conference to be held from 9 – 12 October 2018 at the Venue.

Conference Programme means the conference programme as published on the BPA's website.

Client means the company, individual or person named in the booking form to whom the Organiser has agreed to provide the Facilities in accordance with these conditions.

Facilities means the facilities as set out in the Package indicated on the Booking Form.

Organiser means the Port of Tyne Authority.

Package means the Delegate Package, the Sponsorship Package, Partner Package or the Exhibitor Package selected by the Client.

Stand means the space allocated to a Client who is participating as an exhibitor at the Conference.

Sponsorship Fee means the sum set out in the selected Sponsorship Package by the Client.

Venue means the Sage Gateshead, BALTIC Centre for Contemporary Art, Wylam Brewery at the Palace of Arts or Hilton Hotel Newcastle Gateshead.

2. Charges

2.1 The charges for the Facilities shall be based on the Package selected. Unless otherwise stated, refreshments and beverages shall not be included in the Package.

2.2 The Organiser reserves the right to alter the charges applicable to any of the Packages from time to time. The charges prevailing at the time of submitting the Booking Form will apply.

2.3 Payment terms are 28 days from the date of invoice.

3. Booking

- 3.1 No booking will be deemed as accepted by the Organiser unless and until a completed Booking Form has been received by the Organiser from the Client and payment has been received in full in clear funds.
- 3.2 The Organiser reserves the right to make changes to the Conference Programme and to postpone, cancel or discontinue the Conference, without prior notice to the Client. Under these circumstances, the Organiser will make reasonable effort to inform the Client at the earliest opportunity.
- 3.3 The Organiser reserves the right to refuse or restrict anyone from attending the Conference or associated activities.

4. Use of Stand and Venue by the Client for exhibition

- 4.1 Section 4 applies where the Client is an exhibitor.
- 4.2 Unless agreed otherwise with the Organiser, use of the Stand must be as stated on the Booking Form. The Stand must be conducted in a manner consistent with the package description throughout the Conference.
- 4.3 At all times during the Conference, the Client shall comply with the Organiser's and Venue's rules and emergency procedures.
- 4.4 Smoking is not permitted in the Venue, except in designated areas (if any).
- 4.5 Space is assigned to the Client only and may not be sublet or reassigned.
- 4.6 No name other than that of the Client may be displayed on the Stand, nor may literature in respect of goods not related to the proposed use be displayed or distributed without the written consent of the Organiser.
- 4.7 Publicity may only be handed out on the Client's own Stand.
- 4.8 Exhibition displays will be installed so that they will not extend beyond the space allotted to the Client. Any portion of an exhibition display that obstructs or interferes with the privileges of other exhibitors, or for any reason become objectionable to the Organiser, must be immediately modified or removed by the Client.
- 4.9 The Client will keep the space in good order.

- 4.10 All aisles and gangways must be kept free from obstruction during the Conference. Any articles or goods found therein may be removed by the Organiser and the Organiser shall not be responsible for any loss occasioned by such removal.
- 4.11 The Organiser reserves the right to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the Conference.
- 4.12 All exhibits must be removed by 5.30pm on Thursday, 11 October 2018 at the latest.
- 4.13 Any property belonging to the Client remaining at the Venue after the removal deadline may be removed and sold or otherwise disposed of by the Organiser at the Client's expense.
- 4.14 The Client must leave the Stand in a reasonably clean and tidy condition.
- 4.15 The Client must not deface any part of the Venue. Nothing may be posted, nailed, affixed or otherwise attached to any part of the Venue. The Client shall not interfere or permit interference, with any of the electrical wiring, installation or fittings of the Venue.

5. Sponsorship

- 5.1 Section 5 applies where the Client is a sponsor.
- 5.2 Where the Client is a sponsor, the Client must pay the Sponsorship fee, in return for the benefits laid out in the selected Sponsorship Package.
- 5.3 The benefits listed in the selected Sponsorship Package are provided in connection with the Conference only and are subject to written confirmation being received by the Organiser and the Sponsorship Fee being received in clear funds by the Organiser.
- 5.4 Where appropriate, some of the benefits in the selected Sponsorship Package will be provided by the Organiser from the date of the booking confirmation but always subject to Clause 5.3 above.
- 5.5 The Client represents and warrants that:
 - a) It owns or is solely entitled to use all trademarks together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Client and any other material supplied to the Organiser (the Client Marks) in relation to these terms and conditions and the Organiser shall be entitled to see evidence to this effect on request;
 - b) The Organiser's use of the Client's Marks as stated in the Sponsorship Package does not infringe the rights of any third party.

6. Cancellation

- 6.1 Cancellation of a booking will only be accepted by the Organiser if made in writing.
- 6.2 Refunds or credit notes against invoices will be issued only subject to the following cancellation notice being given in writing by the Client to the Organiser:

	Delegate	Partner	Exhibitor	Sponsor
Cancellation after 3 September 2018	No refund	No refund	No refund	No refund
Cancellation before 2 September 2018	50% refund	50% refund	No refund	No refund
Cancellation before 6 August 2018	100% refund	100% refund	50% refund	No refund
Cancellation before 2 July 2018	100% refund	100% refund	50% refund	50% refund

- 6.3 Transfers of bookings to alternative or substitute Clients will be at the Organiser's exclusive discretion.

7. Indemnities and Liabilities

- 7.1 The Client agrees to indemnify the Organiser against all actions, claims, costs and demands in respect of any loss, injury, accident or damage of whatsoever nature which may arise out of or in with anything permitted, omitted or done at the Conference or by the Client, its agents, employees and/or business/personal invitees, or arising as a result of a breach of these Terms and Conditions by the Client, its agents, employees and/or business/personal invitees, except in so far as any personal injury or loss of life shall be proved to be due to any negligence on part of the Organiser.
- 7.2 All property brought to the Venue remains wholly the responsibility of the Client. The Organiser shall not be responsible for the loss of or damage to any property of the Client, its agents, employees and/or business/personal invitees, howsoever caused.
- 7.3 In the event of a cancellation or early termination of the Conference by the Organiser for whatever reason, the liability of the Organiser shall be as stated in Clause 7.2 above. However, if the event is postponed for reasons beyond the direct control of the Organiser, the booking may be transferred to a revised date of the Conference and all the Terms and Conditions herein shall apply to any such transferred booking.
- 7.4 The Client will at all times maintain public liability insurance applicable to the Conference with approved insurers to a minimum cover of £5,000,000.

8. Entire Agreement

- 8.1 The Booking Form and these Terms and Conditions form the entire agreement between the Organiser and the Client. Any variation to these conditions shall be inapplicable unless agreed in writing by the Organiser.

9. Governing Law and Jurisdiction

- 9.1 Any dispute under or arising in connection with these Terms and Conditions will be governed by English Law and subject to the exclusive jurisdiction of the English courts.