

## **Sponsor Terms & Conditions for Sponsors at Conferences**

Build to Rent Forum London

### **1. Definitions**

'Organisers' means Movers & Shakers or their designated representatives. 'Sponsor' includes any person, firm or company, corporation, institution, association or committee to whom space is allocated and / or is sponsoring the event. 'Venue' refers to The Vox or any alternative venue specified by the organiser. 'Event' refers to the West Midlands Forum For Growth conference.

### **2. Applications**

Applications for Sponsorship at the West Midlands Forum For Growth conference will be acknowledged by the organiser with a costed package.

### **3. Payments**

An invoice will be issued on receipt of a purchase order / confirmation and payment should be made in accordance with the terms thereon. If the event is within 30 days of sponsorship package being booked, full payment will be required with the booking.

### **4. Cancellations**

Sponsors wishing to cancel a booking must do so in writing to Movers & Shakers. Receipt of such will be confirmed in writing by return. Movers & Shakers incurs considerable costs prior to the conference including marketing, promotion and administration expenses, so the following charges for cancellations will apply:

- a) 50% of total cost if cancelled between 20 and 16 weeks prior to the event;
- b) The full cost of the sponsorship is payable for cancellations within 16 weeks of the event.

### **5. Bankruptcy**

In the event of a Sponsor becoming bankrupt, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the contract with him may be terminated at the option of Movers & Shakers and the full contract price will be due and payable with immediate effect.

### **6. Sponsors products & services**

Sponsors are required to provide such information and details as may be reasonably required by the Movers & shakers and their agents, including samples of advertising material, and any products and/or services which they intend to be promoted in association with the Event for approval.

### **7. Prohibition of transfer**

Sponsors may not assign or share or grant licenses of any part of the Sponsorship. Nor may

any cards, advert, or printed matter of firms who are not bona fide Sponsors be exhibited in or distributed from, any area of the Conference.

#### 8. Registration of staff

Each Sponsor will be allocated a specified number of delegate passes. Additional staff from Sponsors who wish to attend the conference sessions must register as full conference delegates.

#### 9. Liabilities

While the Organisers shall endeavour to protect property at the Conference, it must be understood that the management of the Venue, the Organisers and any Official Contractor cannot accept liability for loss or damage sustained, occasioned by any cause whatsoever. Sponsors agree to indemnify and hold Movers & Shakers harmless against any and all loss, liability, damage, costs, expense, claims, proceedings and actions arising out of any negligent act or omission of Sponsor or Sponsor's Employees; including any breach of these terms and conditions by Sponsor or Sponsor's Employees. Movers & Shakers' maximum liability shall not exceed the amount paid by the Sponsor in connection with the Contract.

#### 10. Insurance

Sponsors are responsible for arranging appropriate insurance cover in connection with their attendance at the conference, including prevention, postponement or abandonment. Movers & Shakers cannot be held liable for any loss, liability or damage to personal property.

#### 11. Fire & Safety

Sponsors must comply with any reasonable instructions given by any authority regarding fire precautions and safety. All decorations, displays and exhibits, together with incidental fittings, must conform fully to the regulations and requirements of local authorities, and must be non-flammable or treated for fire prevention by an approved method.

#### 12. Alterations & Disclaimer

Movers & Shakers reserves the right to make alterations to the conference programme, venue and timings at any time. In the unlikely event of the programme being cancelled by Movers & Shakers, a full refund will be made. Liability will be limited to the amount of the fee paid by the sponsor. Whilst the Organisers will make every effort to secure a high level of attendance of delegates to the conference, no guarantee of delegate numbers can be given and no discounts or refunds are available if delegate numbers do not reach the projected levels.

#### 13. Cancellation of the Conference

In the event of it being found necessary for whatever reason that the Conference shall be postponed, abandoned or altered in any way in whole or in part, or if the Organisers find it necessary to change the dates of the Event, the Organisers shall not be liable for any expenditure, damage or loss incurred by the Sponsor. In the event of cancellation the Sponsor will be refunded any monies paid. If by re-arrangement or postponement of the

period of the Event, or any other reasonable manner, the event can take place, the contract between the Organisers and the Sponsors shall remain in force.

#### 14. Information and Copyright

Information supplied by the Organisers in relation to any conference is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation. Any inaccuracy, mistakes or omission in such information shall not entitle the Sponsor to cancel his contract. All information and data relating to the event is the copyright of the Organiser and cannot be passed on to any third party for any purpose. Lists and information relating to participants may only be used in relation to the Sponsor's presence at the event.

#### 15. Websites & Links

The conference and associated Movers & Shakers websites may link to other websites and networking tools, provided for the convenience of the users. The contents of these websites are maintained by their owners, for which Movers & Shakers takes no responsibility; neither can responsibility be taken for contents of any website linking to this website.

#### 16. Confidentiality

The contents of this agreement shall be confidential between the parties of the agreement.

Each party agrees that it will not disclose confidential information including but not limited to: trade secrets and information of a commercial value which may become known in the execution of this event without written permission of the Organiser.

#### 17. Force Majeure

In the event of force majeure either of the partners to this agreement shall be delayed in or prevented from performing any of the provisions of this agreement then such delay or non-performance shall not be deemed to be a breach of the agreement and no loss or damage shall be claimed by either party.

The expression 'an event of force majeure' shall include fire, flood, casualty, lockout, strikes, labour dispute, industrial action, unavoidable accident, breakdown of equipment, national calamity, act of god, any act of Parliament or any other legal entity, war, terrorist activity and any other cause or event outside the control of the parties to this agreement except lack of money.