

Events Terms And Conditions

These are the terms and conditions for sponsoring one of our events.

1. Events Terms And Conditions

1. Definitions

In these Terms and Conditions:

"Contract" means the contract entered into between the Sponsor and PHL as described in Paragraph 2.

"Contractor" means any person, firm or entity engaged by the Sponsor in connection with the construction, dressing, fitting out and dismantling of Stands and the installation and removal of Exhibits.

"Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Act of 2018 or any successor legislation, and to the extent the law of the European Union has legal effect in the UK the General Data Protection Regulation ((EU) 2016/679)).

"PHL" means Political Holdings Ltd (registered number 07291783) registered office 21 Marina Court, Castle Street, Hull, HU1 1TJ.

"Event" means an event, covered by a Contract, itself.

"Exhibit" means the Sponsor's exhibit, and any article used by the Sponsor in its exhibit including any form of panels, graphics, posters, branding or free standing or fixed banners.

"Landlord" means the proprietor(s) of the Event premises.

"Sponsor" means the company or individual detailed on the Sponsorship Form.

"Sponsorship Fee" means the fee payable by the Sponsor as shown in the Sponsorship Form.

"Sponsorship Form" means the sponsorship form in the format issued by PHL from time to time.

"Sponsor's Information Pack" means the information pack for the Event which PHL will send to the Sponsor.

"Sponsor's Manual" means the Sponsor's manual for the Event issued by PHL.

"Sponsor's Space" means the area applied for by a Sponsor or the area allotted to a Sponsor in accordance with the Contract without any installations thereon.

References to Paragraphs shall be to paragraphs of these Terms and Conditions.

2. Formation Of Contract

2.1 The Contract is formed either when PHL receives a signed Sponsorship Form and initial payment (as detailed in Paragraph 9.1) from the Sponsor, or when an order is placed by telephone, receipt by PHL of an email from the Sponsor confirming the details of the order and that the Sponsor is willing to be bound by these Terms and Conditions.

2.2 Where the Sponsor is not acting as an individual, the person or persons signing the Sponsorship Form on behalf of the Sponsor shall be deemed to have full authority to do so on behalf of the company or other entity it represents and the Sponsor shall have no right to claim as against PHL that such a person or persons did not have such authority.

2.3 The Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Sponsor purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract. Nothing in this Paragraph 2.3 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

3. Compliance With Rules And Regulations

3.1 The Sponsor, and any Contractors employed by it, shall comply with all obligations laid out below, any obligations imposed by the Landlord, and all applicable law and regulations.

3.2 The Sponsor shall notify all agents or Contractors employed by it of such of the obligations laid out in these terms and conditions as may affect such agents or Contractors.

3.3 The Sponsor shall have sole responsibility for any claims arising from the actions of its Contractors.

4. Exhibits And Attendees

4.1 The Sponsor, its employees, agents or any Contractors employed by it, will at all times maintain a high level of skill, care and diligence when preparing and installing the Exhibit at the Event.

4.2 The Sponsor warrants that its Exhibit will not breach any contract or infringe or violate any copyright, trade mark or any other personal or proprietary rights of any person or render the Publisher liable to any claim or proceedings whatsoever.

4.3 The Sponsor must submit to PHL for its prior approval not less than five days prior to the Event details of the Sponsor's proposed display features, advertising material, sales methods and/or demonstrations.

4.4 The Sponsor may only display or distribute advertising or display material within its own Sponsor's Space, except with the express written permission of PHL.

4.5 PHL reserves the right to require the Sponsor to remove any Exhibit if PHL, in its absolute discretion, considers that it is libellous, obscene, undesirable or detrimental to the Event, other exhibitors, or the general interests of PHL or any other company from time to time forming part of the same group of companies as PHL, or that it infringes the rights of any third party.

4.6 The Sponsor shall list in the Sponsorship Form the names of the individuals who will attend the Event. If there are any alterations to this list, the Sponsor must inform PHL of this change as soon as possible. PHL shall have the right to refuse entry to any individual not appearing on the list of names supplied on the Sponsorship Form.

4.7 Those individuals listed in the Sponsorship Form must bring photographic personal identification to the Event in the form of a passport or driving licence. If an individual does not bring such identification, PHL shall have the right to refuse that individual entry to the Event.

4.8 The Sponsor shall ensure that no individuals employed by it at the Event behave in a manner which PHL reasonably believes to be detrimental to the Event.

4.9 PHL reserves the right in its absolute discretion to exclude, or to require the removal from the Event of any person (including employees and agents of the Sponsor and its Contractors or other persons connected with the Sponsor) whose presence in PHL opinion is or is likely to be detrimental to the Event.

5. Dangerous and Excluded Material

The Sponsor shall ensure that the following are excluded from the Event; any matters of an obscene or libellous nature, explosives, detonating or fulminating compounds and all dangerous, noxious and harmful substances. Objects and substances referred to in this Paragraph may only be exhibited in the form of imitations and on condition that they contain no dangerous matter.

6. Fire Precautions

All materials used for building, decorating or covering the Exhibit and materials distributed at the Event by the Sponsor, must be of a suitable nature and the Sponsor must observe and comply with any requirements made or instructions given by any local or other relevant authority in relation thereto.

7. Allocation Of Space

7.1 PHL cannot guarantee the exact location of the Sponsor's Space prior to the Event. Although every effort will be made to keep alteration to a minimum, PHL reserves the right to alter the location of any Sponsor's Space and the layout of the Event at any time prior to, or during the Event. PHL shall proportionally reduce the cost to any Sponsor whose Sponsor's Space is reduced in area but shall not be liable to make any further payment or compensation.

7.2 Sponsor's Space may only be occupied by the Sponsor named on the Sponsorship Form and by its associated or subsidiary companies, the names of which must be stated on the Sponsorship Form.

7.3 PHL, the Landlord and those authorised by them have the right to enter any part of the Event premises at any time to execute works, repairs and alterations and for other purposes. No compensation will be payable to the Sponsor for damage, loss or inconvenience however so caused except where resulting from a negligent act or negligent omission on PHL part.

7.4 The Sponsor shall not do or permit anything to be done that would vitiate or affect the fire or other insurance policies or licences covering the Event or Event premises.

8. Security

8.1 PHL will not be responsible for the security of items brought in by the Sponsor, its employees, agents or Contractors and shall have no liability to the Sponsor arising from the loss of or damage to such items.

9. Payment Terms

9.1 Payment for 100% of the agreed fee is due immediately upon receipt of the sales invoice unless otherwise stated on the order form.

9.2 If the Sponsor has not paid the Sponsorship Fee by the relevant date(s), the Sponsor will be deemed to have forfeited its right to participate in the Event and shall not be entitled to a refund of any part of the Sponsorship Fee already paid.

9.3 All Exhibits are subject to a general lien and power of sale in favour of PHL for all sums owed by the Sponsor to PHL.

9.4 All sums payable under this Contract are exclusive of any value added tax or any other applicable tax which the Sponsor shall pay in addition when due.

9.5 If the Client fails to pay any sum when due, the Company shall be entitled to charge interest on the amount due at the rate of 8% per annum above the then prevailing Bank of England base and/or suspend operation of any part of the Services until payment is received in full.

9.6 All amounts are subject to VAT charged at 20% or at any other prevailing rate, unless otherwise stated.

10. Attendance By Other Exhibitors

10.1 The name of any other exhibitor which may appear on any plan or Sponsor's Space number or any statement made by or on behalf of PHL that any company, person or party is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by PHL that such person, company or party shall attend the Event at any particular location or at all.

10.2 No application for Sponsor's Space or acceptance thereof shall be conditional on attendance or location of any other Sponsor or potential sponsor.

11. Termination, Withdrawal and Variation

11.1 Without prejudice to its other rights and remedies, PHL shall be entitled to terminate the Contract by written notice to the Sponsor if:

11.1.1 the Sponsor fails to comply with any term of the Contract at any time prior to the Event and such failure if capable of remedy is not remedied within 14 days, or if shorter, the commencement of the Event, after receiving written notice from PHL requesting the same to be remedied; or

11.1.2 the Sponsor fails to comply with this Contract at any time following commencement of the Event and such failure is not remedied immediately upon receipt of written or oral notice from PHL or Landlord requesting the same to be remedied; or

11.1.3 the Sponsor becomes bankrupt, insolvent, has a receiver, administrator or administrative receiver appointed in respect of its assets or enters into any arrangement with its creditors; or

11.1.4 ceases or threatens to cease to carry on business; or

11.1.5 has a receiver appointed under the Mental Health Act 1983, or dies; or

11.1.6 PHL reasonably believes that any of the events mentioned above is about to occur and notifies the Sponsor accordingly.

11.2 The Sponsor may only withdraw from the Event at the discretion of PHL and subject to the following conditions:

11.2.1 The Sponsor must give PHL written notice of its intention to withdraw and PHL will notify the Sponsor of its decision in writing.

11.2.2 PHL written agreement to the Sponsor's withdrawal shall constitute a termination of this Contract and the provisions of Paragraph 11.3 shall apply.

11.3 Upon termination of the Contract in accordance with Paragraph 11.2, the Sponsor shall be entitled to a refund of the Sponsorship Fee or any part thereof already paid in the following amounts;

11.3.1 Where notice of cancellation is received by PHL more than 9 months before the Event - 100% of the Sponsorship Fee;

11.3.2 Where notice of cancellation is received by PHL less than 9 months and more than 3 months before the Event - 75% of the Sponsorship Fee;

11.3.3 Where notice of cancellation is received by PHL less than 3 months before the Event - 25% of the Sponsorship Fee.

11.4 In all instances, an administration fee equivalent to 25% of the Sponsorship Fee, or where the Sponsor has obtained a discounted rate for booking early, 25% of the Sponsorship Fee payable before discount will be deducted.

11.5 the Sponsor shall not be entitled to claim against PHL for any direct loss or other consequential loss on the termination of the Contract.

12. Licensor AND Licensee

The relationship of licensor and licensee shall exist between the Landlord and the Sponsor in relation to the Sponsor's Space allocated under this

Contract, and nothing in the Contract shall create a tenancy between PHL and the Sponsor.

13. Promotions And Representations

PHL shall use its reasonable endeavours to organise and promote the Event in such manner as it considers appropriate and reserves the right to amend or vary the manner or methods of such organisation and promotion. Any statements made by or on behalf of the Event as to audience projections or methods or timing of promotion shall constitute only general indications of the Event promotion and organising strategy and shall not amount to any representation or warranty.

14. Postponement Or Abandonment

If the Event is abandoned for whatever reason, PHL shall refund any payments received from the Sponsor save for a deduction to reflect expenses incurred by PHL. PHL shall reasonably determine the amount of the deduction. The Sponsor shall have no other claim whatsoever against PHL. If by rearrangement or postponement of the date of the Event or by substitution of an alternative venue for the Event or by means of any other reasonable arrangement the Event can be held, the Contract shall be binding on the parties save that it shall be deemed to be varied so as to allow for any necessary change of venue, dates, duration of the Event, size of the Sponsor's Space, location or otherwise.

15. Exclusion Of Liability

15.1 In the event of any breach of PHL express obligations under this Contract, the Sponsor's remedies will be limited to damages.

15.2 PHL does not exclude its liability (if any) to the Sponsor:

15.2.1 for personal injury or death resulting from PHL negligence;

15.2.2 for fraud or fraudulent misrepresentation.

15.2.3 for any matter for which it would be illegal for PHL to exclude or to attempt to exclude its liability.

16. Except as provided in Paragraphs 15.1 and 15.2, PHL will be under no liability to the Sponsor whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of

business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

16.1.1 any breach by PHL of any of the express or implied terms of this Contract;

16.1.2 any statement made or not made, or advice given or not given, by or on behalf of PHL or otherwise under this Contract.

16.2 Except as provided in Paragraphs 15.1 and 15.2, PHL hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Sponsor.

16.3 Each of PHL employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in Paragraphs 15.1 to 15.2 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word PHL wherever it appears in those paragraphs.

16.4 The Sponsor acknowledges that the above provisions of Paragraphs 15 and 16 are reasonable and reflected in the Sponsorship Fee which would be higher without those provisions, and Sponsor will accept such risk and/or insure accordingly.

17. Subject to Paragraphs 15.1, 15.2, 16 and 16.1, PHL aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct loss howsoever caused or arising shall be limited to the Sponsorship Fee.

18. Indemnity

18.1 The Sponsor agrees to indemnify, keep indemnified and hold harmless PHL from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which PHL incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Sponsor of the terms of this Contract.

19. Insurance

19.1 Except where such insurance is covered by the Landlord's insurance, the Sponsor shall effect and maintain adequate public liability insurance.

19.2 All insurance against loss of or damage (whether direct, indirect or consequential) to the property and effects of the Sponsor and its employees, Contractors, agents and servants or against injury, loss or damage suffered by any person employed by any of them or to their property and effects respectively shall be the responsibility of the Sponsor or other persons affected.

19.3 The Sponsor must adequately insure and keep itself insured to cover its liabilities under this Contract and shall, if so required, submit to PHL the policy of insurance and receipt for the premium for inspection.

20. Data Protection

20.1 The Sponsor acknowledges and agrees that PHL may process any personal data it collects in connection with the Event (including personal data provided by the Sponsor to PHL directly) ("**Event Data**") for its own purposes, including as described in its [**Privacy Policy**](#).

20.2 The Sponsor acknowledges that PHL may provide it with Event Data from time to time and agrees not to process Event Data other than for the purposes agreed with PHL or in a manner that may breach (or result in PHL breaching) the General Data Protection Regulation or applicable the Data Protection Legislation.

21. General

21.1 The Contract contains all the terms which the Sponsor and PHL have agreed in relation to the Event and supersedes any prior written or oral agreements, representations or understandings between the parties. The Sponsor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PHL which is not set out in the Contract. Nothing in this Paragraph 21.1 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

21.2 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of this Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Contract. The parties agree to submit to that jurisdiction.

21.3 Save as set out in Paragraph 16.3, the parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

21.4 The Sponsor may not assign, delegate, sublet, sub-contract or grant licences in respect of the whole or any part of the Sponsor's Space allocated to it or assign or transfer any of its rights or obligations under this Contract. PHL may assign all or any part of the Contract without giving notice to or obtaining the consent of the Sponsor.

21.5 If any condition or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

21.6 No failure or delay by PHL to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

21.7 The provisions of any paragraphs that expressly or by implication are intended to survive beyond the duration of the Contract shall survive termination or expiry of the Contract.