

Political Holdings Limited Single Client Events T&Cs

These are the legal terms and conditions for organising an event with Political Holdings Limited.

1. Definitions

In these Terms and Conditions:

"Client" means the company or individual detailed on the Client Form.

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

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

"Client Materials" means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to PHL in connection with the Events.

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

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

"Client's Space" means the area applied for by a Client or the area allocated to a Client in accordance with the Contract.

"Contract" means the contract entered into between the Client and PHL as described in Clause 2.

"Contractor" means any person, firm or entity engaged by the Client 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)).

"Political Holdings Limited" means the PHL entity specified in the Client Form.

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

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

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

"Landlord" means the proprietor(s) of the Event premises, their agents, representatives and subcontractors as applicable.

References to Clauses shall be to clauses of these Terms and Conditions.

2. Formation of Contract

2.1 The Contract is formed either when PHL receives a signed Client Form and initial payment (as detailed in Clause 8.1) from the Client, or when an order is placed by telephone, receipt by PHL of an email from the Client confirming the details of the order and that the Client is willing to be bound by these Terms and Conditions.

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

2.3 Where the Client is sponsoring a roundtable, reception or bespoke event (as specified in the Client Form), the Client must agree a confirmed date for the Event within 4 weeks of signing the Client Form. Failure to agree a date within this period shall be deemed as termination on the part of the Client, which shall be subject to the provisions of Clause 10.

2.4 This Agreement constitutes the entire agreement between the Parties, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter. The express terms of this Agreement are in lieu of all warranties, terms, conditions, undertakings and obligations implied by statute, common law,

custom, trade usage, course of dealing other otherwise, all of which are hereby excluded to the fullest extent permitted by law.

2.5 The parties acknowledge that in entering into this Agreement, neither party has relied on, and shall have no remedy in respect of, any statement, representation, warranty or other provision (whether oral, written, express or implied and whether negligently or innocently made) of any person (whether a party to this Agreement or not) which is not expressly set out in this Agreement (other than any fraudulent or dishonest statement, act or omission).

2.6 In the event of and only to the extent of any conflict or ambiguity within or between the provisions of this Agreement and any other referenced documents, the terms and conditions of this Agreement shall take precedence over any other referenced documents.

2.7 This Agreement supersedes any prior or subsequent reference to any terms or conditions appearing on the Client's (or any persons) purchase order or any related documentation.

3. Compliance with Rules and Regulations

3.1 The Client, 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 regulation, including health and safety and fire precautions.

3.2 The Client shall adhere to any instructions given to it by PHL for the purposes of fulfilling this contract, including but not limited to venue rules and instructions from the venue.

3.3 The Client 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.

3.4 The Client shall have sole responsibility for any claims arising from the actions of its Agents, Contractors and Subcontractors.

4. Exhibits and Attendees

4.1 The Client, 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 Client 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 Upon PHL' request, the Client must submit to PHL for its prior approval not less than ten days prior to the Event full details of the Client's proposed display features, advertising material, sales methods and/or demonstrations.

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

4.5 PHL reserves the right to require the Client 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 Client shall provide PHL with the names of the individuals who will attend the Event by the deadline set in the Client Manual. If there are any alterations to this list, the Client 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 Client Form.

4.7 PHL reserves the right to make any adjustments as necessary to the services (including booking the venue, inviting the agreed speakers, guests and delegates) as detailed in the Client Form, Client Manual and Client Information Pack as well as any other communications with the Client, and does not make any warranty that the services will conform precisely with the Event description.

4.8 The Client 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 or PHL or any of its group companies' reputations.

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 Client and its Contractors or other persons connected with the Client) whose presence in PHL opinion is or is likely to be detrimental to the Event.

5. Dangerous and Excluded Material

5.1 The Client 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 illegal, dangerous, noxious and harmful substances.

6. Allocation of Space

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

7. Security

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

8. Payment Terms

8.1 Payment for 100% of the agreed fee is due within 14 days of the Client's receipt of the sales invoice unless otherwise stated on the order form.

8.2 If the Client has not paid the Client Fee by the relevant date(s), the Client 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 Client Fee already paid.

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

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

8.5 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.

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

9. Attendance by Other Exhibitors

9.1 The name of any other exhibitor which may appear on any plan or Client'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.

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

10. Termination, Withdrawal and Variation

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

10.1.1 the Client 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

10.1.2 the Client 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

10.1.3 the Client 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

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

10.1.5 where the client is an individual, has a receiver appointed under the Mental Health Act 1983, or dies; or

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

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

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

10.2.2 PHL written agreement to the Client's withdrawal shall constitute a termination of this Contract and the provisions of Clause 10.3 shall apply.

10.3 Upon termination of the Contract in accordance with Clause 10.2, the Client shall be entitled to a refund of the Client Fee or any part thereof already paid in the following amounts:

10.3.1 Where notice of cancellation is received by PHL 9 months or more before the Event - 75% of the Client Fee;

10.3.2 Where notice of cancellation is received by PHL less than 9 months and more than 3 months before the Event - 50% of the Client Fee;

10.3.3 Where notice of cancellation is received by PHL 3 months or less before the Event - 0% of the Client Fee.

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

11. Promotions and Representations

11.1 PHL shall use its reasonable endeavours to organise and promote the Event. 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.

12. Postponement or Abandonment

12.1 If the Event is abandoned for whatever reason, PHL shall refund any payments received from the Client save for a deduction to reflect expenses incurred by PHL. PHL shall reasonably determine the amount of the deduction. The Client shall have no other claim whatsoever against PHL.

12.2 At PHL' sole discretion, the Client may postpone an Event, providing no less than 3 months' prior written notice to PHL, and provided that:

12.2.1 – the postponed Event is held within 1 year of PHL' receipt of the Client's request to postpone;

12.2.2 – the Client provides written confirmation of a new Event date and any other Event details required by PHL within 2 weeks of PHL' receipt of the Client's request to postpone;

12.2.3 – postponement shall be subject to a charge of 25% of the Client Fee and the Client shall pay PHL within 14 days of receipt of an invoice for:

12.2.3(i) – any charges or expenses incurred by PHL in amending or cancelling the original booking, including but not limited to Landlord or contractor cancellation or postponement charges;

12.2.3(ii) – any additional charges or costs incurred by PHL in making any new booking, including but not limited to legal fees, professional fees, internal costs, increased venue booking fees and increased contractor's fees.

12.2.4 – the Event may only be postponed once by the Client.

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 Client's Space, location or otherwise.

13. Exclusion of Liability

13.1 Nothing in this Agreement will exclude or in any way limit either Party's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession), or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to Clause 13.1, PHL will not be liable to the Client in any situation for any loss of profits, loss of business opportunities, loss of goodwill or reputation, loss of revenue, loss of savings whether anticipated or otherwise or indirect or consequential loss or damage of any kind.

13.3 PHL' total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether in contract, tort (including negligence) or otherwise, will in no event exceed 100% of the Client Fee paid.

13.4 The Client will be liable for the following types of loss all of which are recoverable by PHL: the additional operational and/or administrative costs and expenses arising from any material Default; any wasted expenditure or charges; any compensation or interest paid to a third party by PHL; the additional cost of procuring, implementing and operating any alternative or replacement services to the Services; anticipated savings; legal, professional and internal costs; any regulatory losses, fines, expenses or other losses arising from a breach by the Client of any applicable laws; and any damages to the property of the venue caused by act or omission of the Client.

13.5 If the Client breaches any of its obligations under this Agreement and any related claim is made or threatened against PHL by a third party, the Client will indemnify and hold PHL harmless against any and all loss, damage, expense or liability incurred by PHL which results from or arises from or in connection with any such breach and any such claim. The Contractor does not in any way limit its liability in respect of the indemnity in this Clause 13.5.

13.6 Without prejudice to any other rights or remedies that PHL may have, the Client acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Client. Accordingly, PHL (and the Client, when applicable) shall be entitled

to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

13.6 Except as provided in Clauses 13.1, 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 Client.

13.7 Each of PHL' employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in Clause 13 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 Clauses.

13.8 The Client acknowledges that the above provisions of Clause 13 is reasonable and reflected in the Client Fee which would be higher without those provisions, and Client will accept such risk and/or insure accordingly.

14. Intellectual Property Rights

14.1 In relation to the Event: (a) PHL and its licensors shall retain ownership of all Intellectual Property Rights in the Event, excluding the Client Materials.

14.2 In relation to the Client Materials, the Client: (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and (b) grants PHL a fully paid-up, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Client Materials including the right to copy and modify the Client Materials.

14.3 The Client: (a) warrants that the receipt and use of the Client Materials in the performance of the Contract by PHL, its agents or subcontractors shall not infringe the rights, including any Intellectual Property Rights, of any third party; and (b) shall indemnify PHL in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by PHL as a result of or in connection with any claim brought against PHL, its agents or subcontractors for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Client Materials.

14.4 If the Client is required to indemnify PHL under this Clause 14, PHL shall: (a) notify the Client in writing of any claim against it in respect of

which it wishes to rely on the indemnity at Clause 14.3(b); (b) allow the Client, at its own cost, to conduct all negotiations and proceedings and to settle the claim, always provided that the Client shall obtain PHL' prior approval of any settlement terms; (c) provide the Client with such reasonable assistance regarding the claim as is reasonable; (d) not, without prior consultation with the Client, make any admission relating to the claim or attempt to settle it, provided that the Client considers and defends any claim diligently, using competent counsel and in such a way as not to bring the reputation of PHL into disrepute.

15. Reputation

15.1 Client agrees that it shall not use the PHL Intellectual Property Rights in a manner that could reasonably be expected to damage the reputation or goodwill associated to PHL, or do or cause to be done any act or thing disparaging or impairing the PHL brand.

16. Indemnity

16.1 The Client 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 Client of the terms of this Contract.

17. Insurance

17.1 All insurance against loss of or damage (whether direct, indirect or consequential) to the property and effects of the Client 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 Client or other persons affected.

17.2 The Client 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.

18. Data Protection

18.1 Your information will be held by PHL, in accordance with our [privacy policy](#).

18.2 Both parties will comply with all applicable requirements of UK data protection laws and regulations, including the General Data Protection Regulation (the “Data Protection Legislation”).

18.3 To the extent that either party undertakes the role of data controller as described in the Data Protection Legislation (the “Data Controller”), it will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Data Processor (as defined below) for the duration and purposes of this agreement.

18.4 To the extent that either party undertakes the role of data processor as described in the Data Protection Legislation (the “Data Processor”) the Data Processor shall, in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:

18.5.1 Process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by any applicable laws to process Personal Data (“Applicable Laws”). Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;

18.5.2 Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.5.3 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

18.5.3 Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or PHL has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

18.5.4 Assist the Data Controller, at the Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.5.5 Notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and

18.5.6 Maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.

19. General

19.1 The Contract contains all the terms which the Client and PHL have agreed in relation to the Event and supersedes any prior written or oral agreements, representations or understandings between the parties. The Client 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 Clause 19.1 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

19.2 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.

19.3 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.

19.4 The Client may not assign, delegate, sublet, sub-contract or grant licences in respect of the whole or any part of the Client'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 Client.

19.5 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.

19.6 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.

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