

Terms and Conditions: Exhibition and Sponsorship - XRM 2016

The following terms and conditions, the terms contained in the *Application Form* and the terms contained in the *Exhibition Details* (the "*Terms*") apply to each application for, and for all participation in, the International Conference for X-Ray Microscopy ("*XRM 2016*") by *Applicants*.

XRM 2016 is organised by *Diamond* ("*we*", "*our*" and "*us*" shall be construed accordingly) in accordance with the *Terms* and to the exclusion of any other terms that the *Applicant* ("*you*", and "*your*" shall be construed accordingly) may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

By completing and submitting the *Application Form*, you agree to be bound by the *Terms*. If you do not agree to the *Terms*, do not complete and submit the *Application Form*.

The text in *italics* is as defined above or in Clause 10 below.

1. **Application and Selection**

- 1.1. Sponsorship and/or exhibition requests must be submitted by email to xrm2016@diamond.ac.uk.
- 1.2. We shall evaluate your application to Sponsor and/or Exhibit at XRM 2016 and shall at our sole discretion determine whether you shall be granted a sponsorship and/or exhibition opportunity.
- 1.3. Where opportunities to Sponsor and/or Exhibit are oversubscribed, we will operate a waiting list system. Sponsors and/or exhibitors will be placed on this waiting list on a first come, first served basis, with sponsorship and/or exhibition opportunities only being offered by us to those on the waiting list if additional space has been made available through a cancellation (and subject always to the provisions of Clause 1.2).
- 1.4. Any additional criteria that may be applicable to certain sponsorship and/or exhibition opportunities will be set out in the *Exhibition Details* and we reserve the right to select *Applicants* to take part based on any such additional selection criteria.
- 1.5. Once your exhibition and/or sponsorship booking request has been received by us, the Diamond Events Liaison will contact you to verify your details, accept/decline your application and if appropriate, provide you with our banking details. If you have not heard from the Diamond Events Liaison within 10 days of the *Application Deadline* or if you have any other queries, you should contact him/her on +44 1235 778639 or at xrm2016@diamond.ac.uk.
- 1.6. A binding agreement will only be entered into between you and *Diamond* when we confirm to you in writing that we have accepted your application.

2. **Use of the Venue and Exhibition Stand**

- 2.1. You will be provided with one complimentary exhibitor registration per *Exhibition Stand*.
- 2.2. You must have completed all work required for preparing the *Exhibition Stand* in time for the start of XRM 2016 and at least one representative must be present at your *Exhibition Stand* throughout XRM 2016 in order to provide effective guidance and/or information to visitors.
- 2.3. You may be represented by an employee or an agent at your *Exhibition Stand*. Regardless of the identity of your representative, you shall be responsible for his/her actions throughout XRM 2016.
- 2.4. You must not display literature on behalf of third parties that are not participating in XRM 2016. If requested to do so by us, you shall submit all promotional materials and displays to us for approval and you shall make any reasonable changes that may be requested by us. Unless authorised by the Diamond Events Liaison, you shall also ensure that any representatives that you may appoint do not use the *Exhibition Stand* or XRM 2016 for their own commercial interests beyond representing you. Our decision as to whether you or your representatives are using the *Exhibition Stand* or XRM 2016 other than to represent you shall be final.
- 2.5. Your use of the *Venue* shall be subject to any terms imposed by the *Venue* which we may communicate to you. You shall not use the *Venue* for any illegal, immoral or unauthorised purpose and we reserve the right to remove all material that in our sole opinion may be considered offensive or obscene.
- 2.6. You shall not act in any way which may be derogatory or detrimental to the reputation, image and/or goodwill of *Diamond* or the owner of the *Venue*.
- 2.7. All property brought into the *Venue* are brought in at the owner's risk.
- 2.8. Unless otherwise agreed with us in advance, you must not vacate or dismantle your *Exhibition Stand* before the close of XRM 2016.
- 2.9. At the close of XRM 2016, you must vacate the *Exhibition Stand* and remove all your display material, exhibits and other property from the *Venue* and restore the *Exhibition Stand* to its original good order and condition, failing which we shall be entitled to (at your cost and expense) remove all display materials, exhibits and other property belonging to you or your representatives and dispose of them in any way that we deem fit. We shall also be entitled to rectify all damage caused by you or your representatives and do all other things necessary to restore the *Exhibition Stand* to good order and condition. You agree to pay or reimburse us for all costs necessarily incurred by us by reason of such default.
- 2.10. We reserve the right to eject you and/or your representative from the *Venue* if we deem you to be acting inappropriately at XRM 2016.

3. **Exhibit and Sponsor Fees**

- 3.1. You shall pay the fees to Exhibit and/or Sponsor XRM 2016 as published in the *Exhibition Details*.
- 3.2. Unless otherwise stated, all fees published in the *Exhibition Details* are exclusive of VAT.
- 3.3. We will invoice you upon acceptance of your *Application*. Payment of the fees must be received by us prior to the start of XRM 2016 and always within 30 days of receipt of invoice.
- 3.4. Your exhibition and/or sponsorship will only be confirmed following receipt of the agreed fees.
- 3.5. In the event that you place an order for additional items after submission of the *Application Form*, these may be invoiced separately.

4. **Ancillary Costs/Expenses**

- 4.1. You acknowledge and agree that the fees for sponsoring and/or exhibiting at XRM 2016 do not include accommodation, subsistence, visas, insurance, freight charges, international or domestic travel costs or other ancillary costs arising out of your participation in XRM 2016, unless otherwise expressly stated in the *Exhibition Details*.

5. **Loss or Damage that You may Suffer**

- 5.1. We shall have no liability for any damage, theft or loss of your property that occurs at XRM 2016. You shall participate in XRM 2016 at your own risk and take out all appropriate insurances.
- 5.2. Neither the owner of the *Venue* nor *Diamond* accepts any liability for any accident, damage or injuries suffered in any way in connection with XRM 2016 by you, your employees, agents, contractors, representatives, invitees or any other person whatsoever.

- 5.3. We shall not be liable to *you* for loss of profits, loss of business, loss of goodwill and/or similar losses, loss of anticipated savings/earnings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 5.4. *Our* total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with these *Terms* shall be limited to the fees paid by *you* to *us* under these *Terms*.
- 5.5. Nothing in these *Terms* shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

6. Loss or Damage that You may Cause

- 6.1. *You* shall indemnify *Diamond* against all actions, claims, suits, costs, expenses or demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by *us*) which any person may bring (or claim) and which arises in relation to *XRM 2016* and is caused by *your* breach of these *Terms* or any other acts or omissions of *you*, *your* employees, agents, contractors, representatives or invitees.

7. Intellectual Property Rights

- 7.1. *You* shall only be entitled to use *our* name, trade marks and logos for the purposes of promoting *your* attendance at *XRM 2016* and only following approval from the Diamond Events Liaison and in accordance with any style guides or other instructions issued by *us*.
- 7.2. *You* hereby grant to *us* a worldwide, non-exclusive, royalty-free licence to use *your* logos and trade marks (registered or otherwise) for promotional use in connection with *your* involvement at *XRM 2016* (including, without limitation in any promotional materials prepared by or on behalf *us* for *XRM 2016*).
- 7.3. Except where these *Terms* expressly state otherwise, nothing in these *Terms* shall give either party any right, title or interest in the intellectual property rights of the other or to any associated goodwill and the *Parties* acknowledge and agree that all such rights and goodwill are and shall remain vested in the other.

8. General

- 8.1. *You* warrant to *Diamond* that:
 - 8.1.1. *You* are authorised to apply to *Sponsor* and/or *Exhibit* at *XRM 2016*;
 - 8.1.2. Any information supplied by *you* in connection with *XRM 2016* is complete, true and not misleading;
 - 8.1.3. *You* have obtained the consent of any living person whose name or image is contained in material that *you* display at *XRM 2016*;
 - 8.1.4. *Your* sponsorship and/or exhibition shall not be contrary to the provisions of any applicable law, regulation or code of practice (specifically including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing ("the CAP Code") and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading);
 - 8.1.5. *Your* sponsorship and/or exhibition will not be libellous or obscene or infringe the rights of any person;
 - 8.1.6. *Your* sponsorship and/or exhibition will not at any stage be prejudicial to *our* image or reputation;
 - 8.1.7. Any sponsorship and/or exhibition material that *you* submit to *us* electronically will be free of any viruses, adware and malware.
- 8.2. If any Personal Data (as defined in the Data Protection Act, 1998) is disclosed by the *Parties* in connection with *XRM 2016*, the *Parties* shall, in relation to such Personal Data:
 - 8.2.1. Process the Personal Data only to the extent, and in such a manner, as is necessary for the performance of the *Parties'* obligations under these *Terms* or as is required by law;
 - 8.2.2. Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and
 - 8.2.3. Take reasonable steps to ensure that such Personal Data is not unlawfully disclosed or processed.
- 8.3. *The Parties* shall comply with all anti-corruption laws in force in England. All invoices, financial statements and reports which may be rendered by *us* shall reflect properly the facts about all activities and transactions between *you* and *us* and may be relied upon as being complete and accurate. Neither *you* nor *Diamond* shall make or give, either directly or indirectly, any improper payments of money or anything of value to any individual in connection with *XRM 2016*. *The Parties* confirm that they have policies in place which prohibit corruption and the payment of bribes in any form. Each *Party* agrees to notify the other *Party* promptly upon discovery of any instance where it has failed to comply with any element of this clause.
- 8.4. If either *Party* wishes to give notice to the other *Party* under these *Terms*, the notice shall be delivered by recorded delivery mail to (in the case of *Diamond*) the address given in these *Terms* or (in *your* case) the address specified in the *Application Form*.
- 8.5. A person who is not a party to these *Terms* has no rights to rely upon or enforce any of these *Terms*.
- 8.6. If the *Parties* fail or delay in exercising their rights or remedies provided by these *Terms*, they shall not be deemed to have waived that or any other right or remedy under these *Terms*.
- 8.7. Nothing in these *Terms* shall be deemed to constitute a relationship of principal and agent, a partnership or joint venture. Neither *Party* shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other.
- 8.8. The *Terms* are the entire agreement between *Diamond* and *you* in respect of *XRM 2016*.
- 8.9. The *Terms* shall be governed by English law and the *Parties* submit to the exclusive jurisdiction of the courts of England.

9. Cancellation / Termination

- 9.1. The staging of *XRM 2016* is conditional on *Diamond* receiving a sufficient number of applications to make *XRM 2016* cost-effective. *We* will notify *you* in writing no later than one week after the *Application Deadline* if this condition has not been met.
- 9.2. Subject to the provisions contained in the balance of Clause 9, *you* may cancel your exhibition and/or sponsorship booking at any time, provided it is done in writing and sent to xrm2016@diamond.ac.uk.
- 9.3. In the event that *you* cancel *your* exhibition and/or sponsorship booking within 30 days of it being confirmed by *us*, *you* shall be entitled to a full refund from *us*.
- 9.4. In the event that *you* cancel *your* exhibition and/or sponsorship booking more than 30 days after it has been confirmed by *us*, *we* shall be entitled to retain any monies received from *you* unless *we* are able to secure a replacement sponsor or exhibitor.
- 9.5. Any refund to which *you* may be entitled will be processed at the end of *XRM 2016*.
- 9.6. Notwithstanding anything else contained in these *Terms*, if *you* cancel *your Exhibit* or *Sponsor* booking after 1 July 2016, *you* will not receive a refund from *Diamond*.
- 9.7. *You* acknowledge and agree that the cancellation fees represent a genuine pre-estimate of *our* loss in the event of cancellation.
- 9.8. Neither party shall be in breach of these *Terms* if it is prevented from or delayed in performing its obligations under these *Terms* by *Force Majeure*. If the *Venue* or the area around the *Venue* becomes unsafe due to an event of *Force Majeure*, including but not limited to war, earthquake, typhoon, adverse weather, strike, fires, floods, terrorism, pandemics, acts of God and any natural disaster, *we* reserve the right to cancel *XRM 2016* with immediate effect. In such circumstances, *we* shall be entitled to pay any costs that cannot be refunded, cancelled or otherwise avoided from the fees that *you* have paid. The fees participants have paid would then be refunded by *us* in as fair a manner as possible, less the unavoidable costs that have been incurred by *us*. *You* will be responsible for any cancellation charges on flights, accommodation and any other costs that *you* may incur in respect of such cancellation.

- 9.9. We shall be entitled to terminate the agreement on notice if: (a) *You* (or *your* representatives) commit any breach of, or fail to observe, any of these *Terms*; (b) *You* become insolvent or are unable to pay *your* debts as they fall due; or (c) *You* fail to timeously pay any sum due under these *Terms*.

10. **Definitions**

- 10.1. "*Applicant/s*": The person completing and submitting the *XRM 2016* application form.
- 10.2. "*Application Deadline*": 17 June 2016 for the "Delegate Giveaway" and 1 July 2016 in all other cases, these being the final dates for submission of the *Application Form*.
- 10.3. "*Application Form*": The *XRM 2016* application form which is available [here](#).
- 10.4. "*Diamond*": Diamond Light Source Ltd, registered with company number 4375679 in England and Wales and with its registered office at Diamond House, Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0DE, United Kingdom.
- 10.5. "*Exhibit*": The display of goods/services at *XRM 2016* as allocated by *Diamond*.
- 10.6. "*Exhibition Details*": Those details relating to *XRM 2016* published from time to time on *our* website and available [here](#).
- 10.7. "*Force Majeure*": Acts, events, omissions or accidents beyond a *Party's* reasonable control.
- 10.8. "*Exhibition Stand*": A 2m x 1m table with surrounding display space, specifically including a power supply.
- 10.9. "*Party / Parties*": *Diamond* and/or the *Applicant* as appropriate.
- 10.10. "*Sponsor*": A contribution of a sum of money as outlined in the *Exhibition Details* by the *Applicant* in consideration of the associated *XRM 2016* publicity benefits.
- 10.11. "*Venue*": The location as stated in the *Exhibition Details*.