



DIG25 - Conference and Exhibition

Mercure Bristol Grand Hotel

EXHIBITION/SPONSORSHIP BOOKING FORM

Event Date: 7th and 8th October

The booking deadline is Friday 15th August

Prices

- | | |
|---------------------------------------|-------------|
| • Exhibition Space (Stand only) | £2,450 +VAT |
| • Platinum / Partner Showcase Package | £6,000 +VAT |
| • Primary Showcase Package | £8,500 +VAT |

Please note you must be a corporate member of UCISA to sponsor an Event

Primary, Partner Showcase, and Exhibition Space (Stand only) packages include table-top exhibition space; exhibitor refreshments during the day for up to 2 people and entrance to the conference sessions.

Wi-Fi Internet access for email and browsing only is **complimentary**. If you, the Exhibitor, require a hard-wired internet connection instead, please contact the venue.

The Exhibitor wishes to book an exhibition stand for £ _____

The Exhibitor wishes to sponsor _____ for £ _____

UCISA Services Limited as the Organiser will send an invoice against the Exhibitor's PO No _____

NB Cancellations will not be accepted after the booking deadline.

Exhibitor name _____

Address _____ Town/City _____

Postcode _____ Tel No _____ Email _____

Contact name _____

(this person must have registered, [via the website](#), to enable us to process the booking)

Invoice details (person in Finance Dept to whom invoices should be sent) _____

Town/City _____ Postcode _____

Tel No _____ Email _____

Signed _____ Dated _____

This booking form incorporates the Event Sponsorship Agreement below. By submitting this booking form, the Exhibitor agrees that if the Organiser accepts the Exhibitor's booking, the Exhibitor's sponsorship of the event will be based on these terms.

The Exhibitor to please sign then email with a copy of your official Purchase Order to Monica Sangha at events@ucisa.ac.uk.

Please note that this PO must be made out to UCISA Services Limited.

NB: Payment for your booking must be made before the event.

UCISA Event Sponsorship Agreement

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Parties

- (1) UCISA Services Limited incorporated and registered in England and Wales with company number 08818902 whose registered office is at c/o Gravita Oxford LLP, First Floor, Park Central, 40-41 Park End Street, Oxford, OX1 1JD. (the **Organiser**).
- (2) [_____] FULL COMPANY OR LLP NAME _____], a [company] registered in [England and Wales] [under number [_____]] whose [registered] address is at [_____] INSERT ADDRESS _____] [OR] [NAME OF INDIVIDUAL TRADING UNDER BUSINESS NAME_] of [_____] INSERT ADDRESS _____] (the **Exhibitor**).

Background

- (A) The Organiser is the trading subsidiary of UCISA (the Universities and Colleges Information Systems Association), a membership organisation which promotes and advances education in information systems and digital technologies and their use in education and research, primarily in universities and colleges. UCISA works with its members to further this charitable purpose.
- (B) The Exhibitor is a member of UCISA, and through its membership and sponsoring events, the Exhibitor assists in furthering UCISA's charitable activities.
- (C) The Organiser, who is a party to this Agreement, exists to generate revenue that can be given to UCISA to further its charitable purposes and fund additional member services.
- (D) The Organiser will be hosting the Event at the Venue, and the Exhibitor wishes to use Exhibition Stand Space at the Event.
- (E) The Exhibitor wishes to acquire, and the Organiser wishes to grant to the Exhibitor, a sponsorship package for the Event on the terms and conditions set out in this Agreement.

Agreed terms

1 Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agreement: this agreement comprises of the Exhibitor Booking Form and these terms and conditions of this Event Sponsorship Agreement.

Applicable Laws: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: any day other than (a) a Saturday, (b) a Sunday, or (c) a day which is a bank holiday in England (as set out on www.gov.uk/bank-holidays for bank holidays in England).

Commencement Date: the date stated at the beginning of this Agreement.

Commercial Rights: any, and all rights of a commercial nature connected with the Event, including image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

Confidential Information has the meaning given in clause 17.1

Data Protection Law: the Data Protection Act 2018 ("DPA 2018"), the UK GDPR (as it has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) ("**PECR**") (as amended), and any national laws or regulations constituting a replacement or successor regime to the DPA 2018, GDPR or PECR.

Event: the event detailed in the Exhibitor Booking Form, which is to take place on the Event Date at the venue described in this Agreement.

Event Date: the date and time on which the Event is to take place, as detailed in the Exhibitor Booking Form, and as may be varied by the parties in accordance with this Agreement.

Exhibition Stand Space: the exhibition stand space, as detailed in the Exhibitor Booking Form.

Exhibitor Booking Form: the booking form for space at the Event as set out at the beginning of this Agreement.

Exhibitor Fee: the sum calculated in accordance with Schedule 1.

Exhibitor's Marks: the trademark as set out in Schedule 2, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Exhibitor.

Fees: means the Exhibitor Fee and the Sponsorship Fee (as applicable).

Force Majeure Event: has the meaning given in clause 16.1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Organiser's Marks: the trade marks to be used for all promotion, advertising and marketing of the Event, as set out in Schedule 2, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Organiser that are to be used in connection with the Event.

Organiser's Marks Guidelines: the Organiser's guidelines setting out the technical requirements for the reproduction of the Organiser's Marks, as these guidelines may be amended by the Organiser from time to time by notice to the Exhibitor.

Promoter: the following company: UCISA, a registered charity with charity number 1161218 and a company limited by guarantee incorporated and registered in England and Wales with company number 09349804 whose registered office is at c/o Gravita Oxford LLP, First Floor, Park Central, 40-41 Park End Street, Oxford, OX1 1JD.

Proprietor: the following owner of the Venue: [H.I. LIME STREET LIMITED, Crowne Plaza Liverpool St. Nicholas Place, Princes Dock, Liverpool, L3 1QW. Company number **03848990**].

Sponsorship Fee: the sum calculated in accordance with Schedule 1.

Sponsorship Rights: the bundle of rights granted to the Exhibitor as set out in Schedule 3, which includes the licence of the Organiser's Marks granted in clause 2.1.2.

Stand Space: the area provided to the Exhibitor at the Venue by the Organiser.

Term: has the meaning given in clause 3.1.

VAT: value added tax chargeable in the UK.

Venue: means the premises where the Event is to take place, which are situated at [Mercure Bristol Grand Hotel, Broad Street, Bristol, BS1 2EL]

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether, or not having separate legal personality).
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 References to **clauses** and **Schedules** are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include** for **example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **Grant of rights and reservations**

2.1 In consideration of the Fees payable by the Exhibitor to the Organiser, the Organiser grants and the Exhibitor accepts:

2.1.1 a licence to use the Stand Space at the Event on a non-exclusive basis

2.1.2 a licence to use the Organiser's Marks to promote the Event; and

2.1.3 where the Exhibitor is also a Sponsor, the other Sponsorship Rights set out in Schedule 3, during the Term and in accordance with the terms and conditions set out in this Agreement.

2.2 All rights not expressly granted to the Exhibitor under this Agreement are reserved to the Organiser. The Exhibitor acknowledges and agrees that:

2.2.1 the Organiser is the owner or controller of the Commercial Rights and of all rights in the Organiser's Marks.

2.2.2 the Exhibitor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights for the Event other than the Sponsorship Rights.

2.3 If any of the Sponsorship Rights are expressed to be exclusive, the Organiser shall not grant the same rights for the Event to a third party for use in advertising, marketing or promoting products or services in the Exhibitor's

- 2.4 The Exhibitor grants the Organiser and Promoter a sub-licensable, non-exclusive, royalty free licence to use the Exhibitor's Marks during the Term for the delivery of the Sponsorship Rights.

3 Term

3.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 14, shall expire on completion of the Event (including any time allocated for dismantling the Exhibition Stands).

4 Fees

- 4.1 The Exhibitor shall pay the Organiser the Fees.
- 4.2 The Fees are exclusive of VAT which shall be charged in addition.
- 4.3 The Organiser shall invoice the Exhibitor for the Fees on receipt of the completed Exhibitor Booking Form.
- 4.4 Unless otherwise agreed the Exhibitor shall pay the Fees in full and clear funds:
- 4.4.1 within 30 days of the date of the invoice; and
 - 4.4.2 in any event not less than 5 days before the Event.
- 4.5 In the event this Agreement commences less than 30 days prior to the Event, all Fees shall be payable by the Exhibitor immediately on receipt of an invoice and in full and in clear funds not less than 5 days before the Event Date.
- 4.6 Subject to clause 13, once the Agreement has commenced and the booking deadline in the Exhibitor Booking Form has passed, the Fees are non-refundable, and the Exhibitor is liable in full unless otherwise agreed in writing by the Organiser.

5 Obligations of the Exhibitor

- 5.1 The Exhibitor shall:
- 5.1.1 provide to the Organiser the names and contact details of the Exhibitor's employees, directors, officers, consultants, contractors, agents or representatives that are entitled to attend the Event.
 - 5.1.2 use the Organiser's Marks and other branding materials provided by the Organiser in accordance with the Organiser's Marks Guidelines.
 - 5.1.3 comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this Agreement.
 - 5.1.4 not do or omit to do any act that will have an adverse effect on the reputation of the Organiser or the Promoter.
 - 5.1.5 not invite anyone who is not a member of the Promoter or who would be attending in their personal capacity, as opposed to on behalf of a business or institution that is a member; and
 - 5.1.6 not use the contact details of any person that attends the Event or any member of the Organiser or the Promoter to send any direct or unsolicited marketing communications.
- 5.2 Where the Exhibitor is granted the Sponsorship Rights as set out in Schedule 3 in accordance with clause 2, the Exhibitor shall:
- 5.2.1 exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Exhibitor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way in relation to the Organiser's or the Promoter's events.

- 5.2.2 provide to the Organiser, at the Exhibitor's sole cost and expense, all suitable material including artwork of the Exhibitor's Marks in a format and within deadlines reasonably specified by the Organiser for them to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
- 5.2.3 not apply for registration of any part of the Organiser's Marks or anything confusingly similar to the Organiser's Marks as a trademark for any goods or services;
- 5.2.4 not use the Organiser's Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this Agreement;
- 5.2.5 not do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights in relation to the Organiser's or the Promoter's events;
- 5.2.6 provide reasonable assistance to the Organiser in relation to the Organiser's exploitation of the Commercial Rights;
- 5.2.7 use its reasonable endeavours to assist the Organiser in protecting the Organiser's Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Organiser's Marks or the Organiser's title to the Organiser's Marks or the image of the Event, the Organiser or the Venue;
- 5.2.8 notify the Organiser of any suspected infringement of the Organiser's Marks, but not take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the Organiser; and
- 5.2.9 execute any further documentation and provide any assistance, both during the Term and after termination or expiry, as may reasonably be requested by the Organiser to protect the Organiser's Marks. This may include recording the terms of this Agreement or any understanding or obligation under this Agreement on any trademark register or other register, or in any other way.

5.3 The Exhibitor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without the Organiser's prior written consent.

6 Obligations of the Organiser

- 6.1 The Organiser shall organise the Event at the Venue in accordance with the terms of this Agreement.
- 6.2 The Organiser shall be responsible for:
 - 6.2.1 ensuring that there is a free Wi-Fi connection available for use by the Exhibitor for the duration of the Event;
 - 6.2.2 providing complementary refreshments and lunch for two attendees of the Exhibitor during the Event;
 - 6.2.3 ensuring that the Promoter includes the details of the Exhibitor, including its business name, a link to the Exhibitor's website and a brief description about the Exhibitor, on the event page of the Promoter's website for the Event;
 - 6.2.4 arranging the attendance of and payment for all stewards, staff and personnel on public duty employed, engaged or appointed by the Organiser throughout the Event; and
 - 6.2.5 ensuring that the Promoter promotes the Event to its members by email.
- 6.3 If the Exhibitor has been granted Sponsorship Rights in accordance with clause 2 and, subject to the Exhibitor paying the Fee, the Organiser shall deliver or ensure the delivery of the Sponsorship Rights to the Exhibitor.
- 6.4 The Organiser shall comply with all Applicable Laws relevant to its performance of this Agreement as well as any conditions attached to any licences or consents issued in connection with the Event including regarding

health and safety measures at the Venue.

- 6.5 The Organiser does not guarantee a minimum number of attendees at the Event.
- 6.6 Neither the Organiser nor the Promoter shall be obliged share any contact details or any other information about their members or attendees of the Event, and the Exhibitor agrees that they do not expect to receive any such information by sponsoring the Event.

7 Stand Space and Exhibits

- 7.1 The Exhibitor must comply with the reasonable requirements of the Proprietor, the Venue and the Organiser as notified to them from time to time.
- 7.2 The Exhibitor shall only occupy the Stand Space allotted to it and if the Exhibitor fails to fully utilise the space allocated to it, the Organiser reserves the right to deal with the Stand Space as it thinks fit.
- 7.3 Any allotted Stand Space must be occupied and staffed by the Exhibitor at all times during the Event.
- 7.4 The Exhibitor must comply with all health and safety guidance provided by the Venue and/or the Organisers before, during or after the Event. If the Exhibitor does not comply with this guidance, it will be in breach of this Agreement.
- 7.5 The Exhibitor is responsible for clearing away and removal of the Stand Space at the end of the Event within any time frames required by the Organiser or the Venue (verbally or in writing).
- 7.6 Subject to clause 7.5, the Organiser shall be entitled to recover from the Exhibitor all costs incurred for the removal of any structures, equipment, goods or material left in the premises after the Event including any fees to return the same to the Exhibitor, or costs of disposal.
- 7.7 The Exhibitor shall comply with conditions of the Venue as set out in any signage at the Venue or as notified to the Exhibitor when erecting or dismantling Stands before, during or after the Event.

8 Representations, warranties and undertakings

- 8.1 Each party warrants and undertakes to the other that:
 - 8.1.1 it has full authority to enter into this Agreement and is not bound by any agreement with any third party that adversely affects this Agreement; and
 - 8.1.2 it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this Agreement.
- 8.2 The Organiser warrants that it owns or controls, or has a sufficient licence in, the Organiser's Marks and that the Exhibitor's use of the Organiser's Marks and its exercise of the other Sponsorship Rights in accordance with the provisions of this Agreement shall not infringe the rights of any third party.
- 8.3 The Exhibitor represents and warrants that:
 - 8.3.1 it owns or is solely entitled to or controls or has sufficient licence in the Exhibitor's Marks and any other material supplied to the Organiser in relation to this Agreement and the Organiser shall be entitled to see evidence to this effect on request;
 - 8.3.2 the Organiser's and any Promoter's use of the Exhibitor's Marks in accordance with this Agreement will not infringe the rights of any third party.

9 Indemnities

- 9.1 The Exhibitor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable

professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with:

- 9.1.1 any claim made against the Organiser by the Proprietor or a third party for actual or alleged damage to property arising out of or in connection with any act or omission by or on behalf of the Exhibitor or its employees, directors, officers, consultants, contractors, agents or representatives at the Event;
- 9.1.2 any claim made against the Organiser by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Organiser's use of the Exhibitor's Marks in accordance with this Agreement; and
- 9.1.3 any claim made against the Organiser by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, materials provided or made available to the Organiser by the Exhibitor for the Event, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Organiser of any use of the Organiser's Marks on the Exhibitor's materials, relates only to the use of the Organiser's Marks and shall not affect this right of indemnification.

10 Limitation of liability

- 10.1 Nothing in this Agreement shall limit or exclude a party's liability:
 - 10.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, directors, officers, consultants, contractors, agents or representatives;
 - 10.1.2 for fraud or fraudulent misrepresentation; or
 - 10.1.3 any other liability which cannot be excluded or limited at law.
- 10.2 Subject to clause 10.1, under no circumstances shall the Organiser be liable for any of the following, whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty or any legal basis:
 - 10.2.1 loss of revenue or anticipated revenue;
 - 10.2.2 loss of savings or anticipated savings;
 - 10.2.3 loss of business opportunity;
 - 10.2.4 loss of profits or anticipated profits;
 - 10.2.5 loss of goodwill or reputation;
 - 10.2.6 wasted expenditure; or
 - 10.2.7 any indirect or consequential losses.
- 10.3 Subject to clause 10.1, the Organiser's maximum aggregate liability in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty or any legal basis, under or in connection with this Agreement shall be limited to the amount of the Fees paid or otherwise payable by the Exhibitor under or pursuant to this Agreement.

11 Intellectual Property Rights

- 11.1 The Organiser and the Exhibitor acknowledge as follows, as between them:
 - 11.1.1 all rights in the Exhibitor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Exhibitor or its licensors, and, save as expressly provided in clause 2.5, the Organiser and the Promoter shall not acquire any rights in the Exhibitor's Marks, nor in any developments or variations of them; and

11.1.2 all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and, save as expressly provided in clause 2.1, the Exhibitor shall not acquire any rights in the Organiser's Marks, nor in any developments or variations of them.

11.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the Organiser or jointly by the Organiser and the Exhibitor shall, with the exception of the Exhibitor's Marks, be the sole and exclusive property of the Organiser and if the Exhibitor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.

12 Insurance

12.1 The Organiser confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any participants, performers or spectators.

12.2 The Exhibitor is responsible for its own insurance.

13 Event cancellation, postponement and rescheduling

13.1 The parties accept that certain situations may arise that mean the Organiser (acting reasonably) may decide to postpone, reschedule or cancel the Event. The Organiser shall inform the Exhibitor in writing as soon as possible, giving reasonable detail for the reasons behind the need to postpone, reschedule or, if unable to find an alternative date as set out in this clause 13, cancel the Event.

13.2 In the event of a postponement or rescheduling of the Event, the Organiser will seek to re-book the Event and defer the Exhibitor's allotted Stand Space and other rights under this Agreement to the postponed event.

13.3 In the event of a cancellation of the Event, the parties agree that:

13.3.1 the Organiser shall not be in breach of this Agreement by virtue of cancellation; and

13.3.2 on the Organiser informing the Exhibitor in writing of such cancellation, this Agreement shall automatically terminate and the provisions of clause 15 shall apply.

13.4 Prior to the Organiser charging a cancellation fee in accordance with clause 13.5, the Organiser shall seek to offer an alternative opportunity for the Exhibitor to sponsor a different event or gain other publicity.

13.5 If the parties cannot agree alternative sponsorship in accordance with clause 13.4, the Organiser reserves the right to charge a cancellation fee where the Event is cancelled due to reasons other than the fault of the Organiser. Any Fees already paid by the Exhibitor under this Agreement will be deducted from the cancellation fee. Where the Event is cancelled:

13.5.1 more than [4] weeks but less than [8] weeks before the Event, the cancellation fee shall be 100% of the Fees;

13.5.2 less than 4 weeks before the Event Date, the cancellation fee shall be [100]% of the Fees.

13.6 Where the Event is cancelled due to the fault or decision of the Organiser (other than due to a Force Majeure Event), the Exhibitor shall be entitled to a refund of the Fees already received by the Organiser, if the parties cannot agree alternative sponsorship.

14 Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving notice to the other party if:

14.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and

remains in default not less than [30] days after being notified to make such payment.

- 14.1.2 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified to do so.
- 14.1.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
 - 14.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2); or
 - 14.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

The Organiser may terminate this Agreement with immediate effect by giving notice to the Exhibitor if the Event is cancelled and not rescheduled, as set out in clause 13.

15 Consequences of termination or expiry

- 15.1 On termination or expiry of this Agreement:
 - 15.1.1 the Sponsorship Rights granted by the Organiser to the Exhibitor under this Agreement shall immediately terminate and revert to the Organiser;
 - 15.1.2 following termination of the Sponsorship Rights and their reversion to the Organiser the Exhibitor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event;
 - 15.1.3 each party shall promptly return to the other any property of the other within its possession or control;
 - 15.1.4 the Exhibitor shall immediately pay the Organiser any sums that are outstanding and to be accounted for under this Agreement; and
 - 15.1.5 the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 9 (Indemnities), clause 10 (Limitation of liability), clause 13 (Event cancellation, postponement and rescheduling), clause 15 (Consequences of termination or expiry), clause 17 (Confidentiality) and clause 22 (Set-off) to clause 32 (Governing law and jurisdiction).
- 15.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16 Force majeure

- 16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including:
 - 16.1.1 acts of God, storm, flood, drought, adverse weather conditions, volcano, earthquake, ash cloud or other natural disaster;

- 16.1.2 epidemic or pandemic (including COVID-19), compulsory or recommended measures to avoid epidemic or pandemic, national emergencies, national event (including death of a member of the Royal Family);
 - 16.1.3 terrorist attack, insurrection, civil war, civil commotion or riots, protests, rallies, war, threat of or preparation for war, warlike operations, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 16.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 16.1.5 collapse of buildings, fire, explosion or accident;
 - 16.1.6 any labour or trade dispute, strikes, industrial action or lockouts;
 - 16.1.7 interruption or failure of utility service, including access to the Internet or wifi; and
 - 16.1.8 full or partial withdrawal of access to the Venue by the Proprietor.
- 16.2 Provided it has complied with clause 16.3 , if a party is or anticipates that it will be prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.3 The Affected Party shall:
- 16.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 30 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 16.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.4 If the Force Majeure Event prevents, hinders or delays or it is anticipated that it will prevent, hinder or delay the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving no less than 4 weeks' notice to the Affected Party. If the Exhibitor is the Affected Party and the Agreement is terminated under this clause, then the Fees shall remain due and the Exhibitor will not be entitled to a refund of any Fees already paid.

17 Confidentiality

- 17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients members or suppliers of the other party or the Promoter, except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's confidential information:
 - 17.2.1 to its employees, directors, officers, consultants, contractors, agents, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, directors, officers, consultants, contractors, agents, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17.
- 17.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

- 17.4 The obligations of confidentiality in this clause 17 shall not extend to any matter which either party can show:
- 17.4.1 is or becomes generally available to the public (other than as a result of breach of the confidentiality obligations under this Agreement);
 - 17.4.2 was in its written records prior to receipt from the other party;
 - 17.4.3 was independently developed by it; or
 - 17.4.4 was, is or becomes available to that party on a non-confidential basis from a person who, to that party's knowledge, is not bound by a confidentiality agreement with the other party or otherwise prohibited from disclosing the information to the party; or
 - 17.4.5 the parties agree in writing is not confidential or may be disclosed.
- 17.5 If either party is required to disclose the confidential information of the other party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the party so required may disclose the confidential information to the extent required but shall, prior to any disclosure where practicable and legally permissible, give the other party as much warning thereof as practicable and inform in writing and consult with the other party and, at the other party's request and cost, fully co-operate with and assist that other party in opposing any such disclosure.
- 17.6 The Exhibitor agrees that any information that the Exhibitor provides to the Organiser in connection with the Event is not confidential, and therefore that clauses 17.1 and 17.3 do not apply to this information.

18 Data protection

- 18.1 The terms **Data Controller** and **Personal Data** shall have the meanings given in Data Protection Law.
- 18.2 The parties acknowledges that each party is a Data Controller in respect of any Personal Data shared for the purpose of this Agreement.
- 18.3 Each party is responsible for its own compliance with Data Protection Law at all times and shall not do anything, or omit to do anything, to put the other party in breach of Data Protection Law.
- 18.4 The Exhibitor shall be responsible for ensuring that it has a valid lawful basis for any Personal Data sharing covered by this Agreement.
- 18.5 The Organiser shall process the Corporate Member's employee, director, officer, consultant, contractor, agent or representative Personal Data in accordance with the Coordinator's privacy notices that can be found at <https://www.ucisa.ac.uk/Privacy-notices>. The Corporate Member shall provide a copy of the coordinator's privacy notice to its employees, directors, officers, consultants, contractors, agents or representatives.

19 Announcements

- 19.1 Neither party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence or terms of this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).

20 Value added tax

- 20.1 All sums payable under this Agreement are exclusive of any VAT that may be payable by either party, which sums shall be due and payable at the same time as the other sums.

21 Interest

- 21.1 If a party fails to make any payment due to the other party under this Agreement by the due date for payment, then, without limiting the other party's remedies under clause 14, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 21.2 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

22 Set-off

All amounts due under this Agreement shall be paid by the Exhibitor to the Organiser in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

23 No partnership or agency

- 23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24 Anti-slavery and human trafficking

- 24.1 In performing their obligations under the Agreement, the parties shall:
- 24.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force (**Anti-Slavery Laws**) including the Modern Slavery Act 2015; and
- 24.1.2 include in contracts with their suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 24.
- 24.2 Each party represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

25 Third party rights

- 25.1 The Promoter may enforce any provision in this Agreement which is intended to be for its benefit, including clause 11.1 under the Contracts (Rights of Third Parties) Act 1999.
- 25.2 Except for the Promoter, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 25.3 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

26 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or through their authorised representatives).

27 Assignment and other dealings

- 27.1 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party.

28 Waiver

- 28.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29 Severance

- 29.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

30 Entire agreement

- 30.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 30.2 Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

31 Notices

- 31.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 31.1.1 delivered by hand or by pre-paid first-class recorded delivery post or other next working day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 31.1.2 sent by email to the address specified in clause 31.3.
- 31.2 Any notice sent by the Exhibitor to the Organiser in accordance with clause 31.1.1 shall include in the subject line the wording "legal notice" and shall be followed by delivery of the notice by pre-paid first class recorded delivery post or other next working day signed for delivery service to its registered office (if a company) or its principal place of business (in any other case).
- 31.3 The email addresses for service of notice are as follows:
- 31.3.1 The Organiser: events@ucisa.ac.uk; and
- 31.3.2 The Exhibitor: [to be completed].
- 31.4 Any notice shall be deemed to have been received:
- 31.4.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 31.4.2 if sent by email, at 9.00 am on the next Business Day after transmission.
- 31.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32 Governing law and Jurisdiction

- 32.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This contract has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of UCISA Services Limited

.....

Signed by [.....] for
and [.....] on behalf of
[.....]

.....

Schedule 1 Exhibitor Booking Form

Please refer to the first page of this document for the Exhibitor Booking Form.

Schedule 2 Marks

1 **Organiser's Marks**



2 **Exhibitor's Marks**

Schedule 3 Sponsorship Rights

1 To include exhibitor refreshments during the day for up to 2 people; entrance to the conference sessions.

2 Appearance of the Exhibitor's Marks

2.1 *[The Organiser confirms that an official printed programme shall be made available to the general public during the Event at a price within the sole discretion of the Organiser.]*

2.2 *The Organiser undertakes that the official programme shall bear the Exhibitor's Marks on the front cover, a statement from the Exhibitor of not less than [NUMBER] words The Organiser shall ensure that all relevant Exhibitor materials and advertising to be delivered as part of the Sponsorship Rights is properly in place and operational and not concealed or obscured from view at any time.*

2.3 *The Organiser confirms that, whenever possible, it will ensure that the Exhibitor's Marks will be present in accordance with this Agreement and that the Exhibitor's Marks are incorporated into all promotional material.]*

UCISA Exhibitors Privacy Notice

Introduction

This Privacy Notice tells you what to expect in relation to personal information about you which is collected, managed and processed by UCISA.

We acknowledge and agree that any personal data of yours that we handle will be processed in accordance with all applicable data protection laws in force from time to time; on 25 May 2018, the General Data Protection Regulation (2016/679) ("GDPR") and the Data Protection Act 2018 which now applies.

Who are we

Founded in 1992, UCISA is the member-led professional body for digital practitioners in education. Open and inclusive, we work together to use our collective technical knowledge and digital expertise to help transform teaching, learning and research by supporting operational efficiency and excellent student experience.

Most UK Higher Education institutions are UCISA members along with a growing number of Further Education and Sixth Form colleges.

UCISA is a registered not-for-profit charity and supports its community by running a wide range of events and conferences backed up with surveys, reports and best practice toolkits and guides that help our members better meet the ever-increasing digital demands of twenty-first-century education in the UK.

We also work closely with technology and digital service suppliers to the sector – helping them better understand our needs so that they can deliver the solutions that members need.

UCISA is a Registered Company in England No. 09349804, whose Registered Office is c/o Gravita Oxford LLP, First Floor, Park Central, 40-41 Park End Street, Oxford, OX1 1JD.

UCISA is a registered charity with the Charity Commission of England and Wales, No. 1161218.

The correspondence address for data protection purposes is UCISA, Ruskin College, Dunstan Road, Oxford OX3 9BZ. Alternatively, you can email the Data Protection Officer at admin@ucisa.ac.uk

Who collects data on behalf of UCISA?

For the purposes of data collection, UCISA will be the Data Controller and represented on behalf of UCISA by the Finance and Commercial Director. The Data Controller will ensure that the processing of data, carried out by Data Processors, on behalf of UCISA is fair and in accordance with the requirements of GDPR.

What information do we collect?

UCISA provide a wide range of events backed up by a series of publications. These events provide exhibitors with the opportunity to meet members of the organisation in person. UCISA will provide attendees with exhibitors marketing information on their behalf.

In order to provide these services, we need to collect personal information about your organisation and (where applicable) yourself. The information that we need to collect will include but is not limited to:

Institution details:

Name of organisation, address of organisation, telephone number, email address and representative contact name. This information is processed under the lawful basis of Contract.

Invoicee details:

Invoicee details including name, Finance department address, telephone number and email address. This information is processed under the lawful basis of Contract.

Correspondence:

We collect any additional personal data that you may provide to us from time to time if you contact us by email, letter or telephone, through our Site, or by any other means. This information is processed under the lawful basis of Legitimate Interest.

Lawful Basis for the collection of personal data

In order to collect the data that we do about you, we use the lawful basis of Contract in line with GDPR article 6(1)(b), as we consider that we are using your data in a way that is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

How do we use the personal details you provide us:

To provide you with the products and services you have requested.

We use your personal data to administer your request to exhibit at a ucisa event, conference or webinar.

To send you communications, including, in relation to changes to our Terms of Business

We use the contact details you have provided to us so that we can communicate with you about the services that we provide, including to let you know about major changes to those services or to our Terms of Business between us or to any related information.

To maintain our records and improve data accuracy

Like any business, we process personal data in the course of maintaining and administering our internal records. This includes processing your personal data to ensure that the information we hold about you is kept up to date and accurate.

To respond to enquiries, complaints and disputes

We use the personal data we hold about you to help us respond to any enquiries or complaints you have made, or deal with any dispute which may arise in the course of us providing our products and services to you, in the most effective manner.

To investigate, detect and prevent fraud and comply with our legal obligations

In certain circumstances, we use your personal data only to the extent required in order to enable us to comply with our legal obligations, including for fraud detection, investigation and prevention purposes. This may require us to provide your personal data to law enforcement agencies if they request it.

We do not collect any Special Category data.

When do we share personal data?

We may disclose your personal data if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to protect the rights, property, or safety, of our business, our members, or others. This includes, in specific cases, exchanging information with other organisations for the purposes of fraud protection.

Data Processor	Details
Disclosure to: UCISA Services Limited (USL)	Details: USL , a wholly owned subsidiary of ucisa which provides events organisation services to UCISA. USL may engage with a 3 rd party event management company or with potential event sponsors (see below). UCISA shares your data with USL for the purposes of enabling your attendance at events.
Data Processor: Barclaycard EDPQ Barclays Bank	Details: For the purpose of fulfilling membership or events payments by Credit Card. For the purposes of fulfilling membership or events payments or expenses by online bank transfer. Note: that ucisa does not retain any of your financial information.

UCISA will not share your data with other third parties without your consent. Where it becomes necessary to make disclosures without your consent, these will always be in accordance with the provisions of the, the EU General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any subsequent legislation.

Where do we store and process personal data?

Data is processed according to our privacy policy and the applicable law of the country where the data is located i.e. within the European Economic Area (EEA). No processing or storage of data takes place outside of the EEA.

How do we secure personal data?

UCISA takes data security seriously and uses the appropriate technologies and procedures necessary to protect the personal information that it holds about you. In order:

- to protect data against accidental loss
- to prevent unauthorised access, use, destruction, or disclosure
- to ensure business continuity and disaster recovery
- to restrict access to personal information
- to conduct privacy impact assessments (where necessary) in accordance with the law
- to train staff in data security

UCISA adheres to the standards and regulations of the General Data Protection Regulation (2016/679) and the Data Protection Act 2018.

How long do we keep your personal data for?

We retain your personal data for no longer than is necessary for the purposes(s) for which it was provided. What this means in practice will vary between distinct types of data.

When determining the relevant retention periods, we consider factors including:

- legal obligation(s) under applicable law to retain data for a certain period of time.
- statute of limitations under applicable law.
- potential or actual disputes; and

- guidelines issued by relevant data protection authorities.

Where you have a contract to exhibit at a ucisa event, personal data will be retained for the duration of that event and for a further seven years from the end of that period.

Where you have made an enquiry to ucisa, personal data will be retained for as long as it is necessary to respond to that enquiry and for a further period of three months from the date of the response in order for us to provide you with additional information about our services after which time it is destroyed. You may withdraw your consent to receiving this additional information at any time during that period.

Therefore, we will securely erase your personal data from our systems when it is no longer needed. Paper-based information is securely shredded and disposed of, and electronic information is digitally destroyed and a certificate of destruction is obtained (where applicable).

Your rights in relation to personal data

1. Rights to be informed

You have the right to be provided with clear, transparent and easily understandable information about how we use your personal data and your rights.

2. Right of access

You have the right to obtain access to your personal data (if we are processing it) and certain other information (similar to that provided in this Privacy Notice).

3. Right to rectification

You are entitled to have your personal data corrected if it is inaccurate or incomplete.

4. Right to erasure

This is also known as 'the right to be forgotten' and, in simple terms; enable you to request the deletion or removal of your personal data where there is no compelling reason for us to keep using it.

This is where the personal data is no longer necessary for the purpose for which it was originally collected or processed it for; and we are relying on consent as the lawful basis for holding your data, and you withdraw your consent or where we are relying on legitimate interests as the basis for processing, your data and you object to the processing of your data, and there is no overriding legitimate interest to continue this processing. There is no right to erasure for data collected under the lawful basis of Contract or Public Task where that purpose remains.

5. Right to restrict processing

You have the right to 'block' or suppress further use of your personal data in certain circumstances. When processing is restricted, we can still store your personal data, but may not use it further.

6. Right of data portability

You have the right to obtain and reuse your personal data in a structured, commonly used and machine-readable format in certain circumstances where the lawful basis for processing the information is consent or for the performance of a contract; and the processing has been carried out by automated means. This right does not apply to paper-based files.

7. Right to object to processing

You have the right to object to our processing of your personal data for our legitimate business interests or for direct marketing purposes.

8. Right to withdraw consent to processing

If you have given your consent to us to process your personal data for a particular purpose (for example, direct marketing), you have the right to withdraw your consent at any time (although if you do so, it does

not mean that any processing of your personal data up to that point is unlawful).

9. *Right to make a complaint to the data protection authorities*

If you would like to exercise your data protection rights or if you are unhappy with how we have handled your personal data, please feel free to contact us by using the details set out at www.ucisa.ac.uk.

If you're not satisfied with our response to any enquiries or complaint or believe our processing of your personal data does not comply with data protection law, you can make a complaint to the Information Commissioner's Office (ICO):

Information Commissioner's Office Wycliffe House Water Lane
Wilmslow Cheshire SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 Fax: 01625 524 510