



# DIG22 - Digital Infrastructure Conference Exhibition

11-12 October 2022, Hilton Newcastle Gateshead

## EXHIBITION/SPONSORSHIP BOOKING FORM

*The booking deadline is Friday 1st July 2022*

The Exhibition space only price of £2,250 + VAT includes entrance to the Conference sessions, all daytime refreshments for up to 2 exhibitors.

The Exhibition fee does not include dinner or accommodation.

There will be basic power to the stand and free wifi internet access for browsing/email only. If you require a hard wired connection you need to order this direct with the venue.

We wish to book an exhibition stand of 6m<sup>2</sup> (3m wide x 2m deep) for £\_\_\_\_\_

We wish to sponsor \_\_\_\_\_ for £ \_\_\_\_\_

Please send an invoice against our Purchase Order No \_\_\_\_\_.

**NB Cancellations will not be accepted after the booking deadline.**

Company name \_\_\_\_\_

Address \_\_\_\_\_

Town/City \_\_\_\_\_ Postcode \_\_\_\_\_ Tel \_\_\_\_\_

No \_\_\_\_\_ Email \_\_\_\_\_

Contact name (this person must already be registered, [via the website](#), to enable us to process the booking)

\_\_\_\_\_

Invoicee details (person in Finance Dept to whom invoices should be sent) \_\_\_\_\_

\_\_\_\_\_

Town/City \_\_\_\_\_ Postcode \_\_\_\_\_ Tel \_\_\_\_\_

No \_\_\_\_\_ Email \_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**Please email [events@ucisa.ac.uk](mailto:events@ucisa.ac.uk) with your official Purchase Order made out to UCISA Services**

**Limited**

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

## Contents

### Clause

|    |                                        |    |
|----|----------------------------------------|----|
| 1  | Interpretation .....                   | 3  |
| 2  | Grant of rights and reservations ..... | 5  |
| 3  | Term .....                             | 6  |
| 4  | Fees .....                             | 6  |
| 5  | Obligations of the Exhibitor .....     | 6  |
| 6  | Obligations of the Organiser .....     | 7  |
| 7  | Stand Space and Exhibits .....         | 8  |
| 8  | Representations and warranties .....   | 8  |
| 9  | Indemnities .....                      | 9  |
| 10 | Limitation of liability .....          | 9  |
| 11 | Intellectual Property Rights .....     | 10 |
| 12 | Insurance .....                        | 10 |
| 13 | Event cancellation .....               | 11 |
| 14 | Termination .....                      | 11 |
| 15 | Consequences of termination .....      | 12 |
| 16 | Force majeure .....                    | 12 |
| 17 | Confidentiality .....                  | 13 |
| 18 | Data protection .....                  | 13 |
| 19 | Announcements .....                    | 14 |
| 20 | Value added tax .....                  | 14 |
| 21 | Interest .....                         | 14 |
| 22 | Set-off .....                          | 14 |
| 23 | No partnership or agency .....         | 14 |
| 24 | Third party rights .....               | 14 |
| 25 | Variation .....                        | 15 |
| 26 | Assignment and other dealings .....    | 15 |
| 27 | Waiver .....                           | 15 |
| 28 | Severance .....                        | 15 |
| 29 | Entire agreement .....                 | 15 |
| 30 | Notices .....                          | 15 |
| 31 | Governing law and Jurisdiction .....   | 16 |

### Schedule

|            |                                                      |    |
|------------|------------------------------------------------------|----|
| Schedule 1 | Exhibitor Booking Form .....                         | 17 |
| Schedule 2 | Event Marks .....                                    | 18 |
|            | 1     Organiser's Marks .....                        | 18 |
|            | 2     Promoter's Marks .....                         |    |
|            | 3     Exhibitor's Marks .....                        | 18 |
| Schedule 3 | Sponsorship Rights .....                             | 19 |
|            | 1     Details of rights being granted to the sponsor |    |
|            | 2     Appearance of the Exhibitor's Marks .....      | 19 |

**This contract** is dated

202[\*].

## **Parties**

- (1) UCISA Services Limited incorporated and registered in England and Wales with company number 08818902 whose registered office is at 30 St Giles Street, Oxford, OX1 3LE (**Organiser**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Exhibitor**).

## **Background**

- (A) The Organiser will be hosting the Event at the Venue and the Exhibitor wishes to use Exhibition Stand Space at the Event.
- (B) [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 Interpretation**

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

#### **1.1 Definitions:**

**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:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**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 without limitation, 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 18.1.

**Data Protection Law:** the Data Protection Act 2018 ("DPA 2018"), the General Data Protection Regulation EU 2016/679 ("GDPR"), 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 entitled DIG22 which is to take place on 11-12th October 2022 at the Venue.

**Event Date:** the date on which the Event takes place.

**Event Marks:** the Organiser's Marks and, the Promoter's Marks used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

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

**Exhibitor Fee:** the sum of £2,250 + VAT calculated in accordance with schedule 1.

**Exhibitor's Marks:** the trade mark 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.

**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 30 St. Giles Oxford OX1 3LE.

**Promoter's Marks:** the trade marks to be used for all promotion, advertising and marketing of the Event, as set out 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.

**Proprietor:** the following owner of the Venue: Hilton Newcastle Gateshead and registered in England and Wales whose registered office is at Bottle Bank, Gateshead, NE8 2AR

**Sponsorship Fee:** the sum of £2,250 + VAT per 3 x 2 exhibition space

**Sponsorship Rights:** the bundle of rights granted to the Exhibitor as set out in Schedule 3, which includes the licence of the Event 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 Hilton Newcastle Gateshead, Bottle Bank, Gateshead, NE8 2AR

- 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, in particular, 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 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 Event 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 Event 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 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 to a third party for use in advertising, marketing or promoting products or services in the Sponsor's Category.
- 2.4 The Exhibitor grants and the Organiser accepts a worldwide, 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 shall expire on completion of the Event (including any time allocated for dismantling the Exhibition Stands), unless terminated earlier in accordance with clause 14 (the Term).

### **4 Fees**

- 4.1 The Exhibitor shall pay the Organiser the Exhibitor Fee and the Sponsorship Fee (as applicable).
- 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:
  - 4.4.1 within 14 days of the date of the invoice; and
  - 4.4.2 in full and in clear funds 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 immediately on receipt of an invoice and in full and in clear funds not less than 5 days before the Event.
- 4.6 Except in the event of a cancellation of the Event by the Organiser (where the provisions of clause 13 shall apply), once the agreement has commenced 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 complete the Exhibitor Booking Form as set out in Schedule 1;
  - 5.1.2 provide to the Organiser the names and contact details of the Exhibitor's employees that are entitled to attend the Event;
  - 5.1.3 use the Event Marks and other branding materials provided by the Organiser in accordance with the Event Marks Guidelines;

- 5.1.4 comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
- 5.2 Where the Exhibitor has been 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;
  - 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 print deadlines reasonably specified by the Organiser for it 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 Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
  - 5.2.4 not use the Event 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;
  - 5.2.6 provide all 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 Event 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 Event Marks or the Organiser's title to the Event Marks or the image of the Event, the Organiser or the Venue;
  - 5.2.8 notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the Organiser;
  - 5.2.9 execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Organiser to protect the Event Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark 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 confirms that it 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 employees of the Exhibitor during the Event;
- 6.2.3 ensuring that the Promoter includes the details of the Exhibitor, including company name a link to the Exhibitor's website and a brief description about the Exhibitor, on the event page of the Promoter's website;
- 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;
- 6.3 If the Exhibitor has been granted Sponsorship Rights in accordance with clause 2 and subject to the Exhibitor paying the Sponsorship Fee, the Organiser shall use its reasonable endeavours to 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 reserves the right to revoke the allotment of any Stand Space and or remove the Exhibitor and its employees from the Venue at its discretion.

## **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 Organisers reserve the right to deal with the Stand Space as they think fit.
- 7.3 Any allotted Stand Space must be occupied and staffed by the Exhibitor to whom it is allotted at all times.
- 7.4 The Exhibitor must comply with all Health and Safety guidance provided by the Venue and/or the Organisers before during and 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 must 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 and after the Event.

## **8 Representations and warranties**

- 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 the Event Marks and that the Exhibitor's use of the Event 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 use 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 use of the Exhibitor's Marks in accordance with clause 2.5 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 but not limited to 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 Venue, 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 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;
  - 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, the Exhibitor's Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Organiser of any use of the Event Marks on the Exhibitor's Event Materials, relates only to the use of the Event Marks and does not amount to approval of any the Exhibitor's Event Materials 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, agents or subcontractors;
  - 10.1.2 for fraud or fraudulent misrepresentation;
  - 10.1.3 under the indemnities set out at clause 9.1;
  - 10.1.4 any other liability which cannot be excluded by law.

- 10.2 Subject to clause 10.1, under no circumstances shall the Organiser be liable to the Exhibitor for any of the following, whether in contract, tort (including negligence) or otherwise:
- 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 wasted expenditure; or
  - 10.2.6 any indirect or consequential losses.
- 10.3 Subject to clause 10.1, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the Fees paid by the Exhibitor under or pursuant to this agreement.

## **11 Intellectual Property Rights**

- 11.1 The Organiser and the Exhibitor acknowledge as follows:
- 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, and, save as expressly provided in clause 2.5, the Organiser shall not acquire any rights in the Exhibitor's Marks, nor in any developments or variations of them;
  - 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 2.1.1, the Exhibitor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them;
  - 11.1.3 all rights in the Promoter's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Promoter and, save as expressly provided in clause 2.1.2, the Exhibitor shall not acquire any rights in the Promoter's Marks, including 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**

- 13.1 The Organiser reserves the right to cancel or postpone the Event for any reason (including, without limitation, by reason of a Force Majeure Event). The Organiser shall notify the Exhibitor of the cancellation or postponement as soon as possible.
- 13.2 In the event of a postponement of the Event the Organiser will use reasonable endeavours 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 that cancellation or abandonment; and
  - 13.3.2 on the Organiser notifying the Exhibitor of such cancellation this agreement shall automatically terminate and the provisions of clause 15 shall apply.
- 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:
- 13.4.1 more than [4] weeks but less than [8] weeks before the Event, the cancellation fee shall be 100% of the Fees;
  - 13.4.2 less than 4 weeks before the Event Date, the cancellation fee shall be [100]% of the Fees.
- 13.5 Where the Event is cancelled due to the fault of the Organiser, the Exhibitor shall be entitled to a refund of the Fees already received by the Organiser.

### **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 written 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 in writing 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 in writing 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 ceases to carry on business, becomes insolvent or, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction; and

- 14.2 The Organiser may terminate this agreement with immediate effect by giving written notice to the Exhibitor if there is a cancellation or limitation of the use of the Venue.

## 15 **Consequences of termination**

- 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, save that any licence necessary to enable the Exhibitor to exercise the disposal rights in clause 16.2 shall continue solely for the disposal period;
- 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;
- 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), clause 15 (Consequences of termination), clause 17 (Confidentiality) and clause 22 (Set-off) to clause 31 (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, without limitation:

- 16.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 16.1.2 epidemic or pandemic;
- 16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, 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;
- 16.1.8 withdrawal of access to the Venue by the Proprietor .

16.2 Provided it has complied with clause 16.3 and subject to clause 13, 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 in writing 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 4 weeks' written notice to the Affected Party.

## 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 or suppliers of the other party, except as permitted by Clause 16.2.

17.2 Each party may disclose the other party's confidential information:

17.2.1 to its employees, officers, 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, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 16; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any 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.

## 18 **Data protection**

18.1 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 data sharing covered by this agreement.
- 18.5 The Organiser shall provide the Exhibitor with a copy of its privacy notice setting out its lawful basis for processing the Exhibitor's employee Personal Data and the Exhibitor shall provide a copy of the Organiser's privacy notice to the employees.
- 18.6 The Exhibitor shall not be entitled to access the delegate list or any personal data collected by the Organiser.

## **19 Announcements**

- 19.1 No 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.

## **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 15, 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.

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 Third party rights**

- 24.1 The Promoter may enforce clause 11.1.3 under the Contracts (Rights of Third Parties) Act 1999.
- 24.2 Except as expressly provided in clause 11.1.3, 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.

24.3 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

## 25 **Variation**

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

## 26 **Assignment and other dealings**

26.1 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.

## 27 **Waiver**

27.1 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.

## 28 **Severance**

28.1 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.

## 29 **Entire agreement**

29.1 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.

29.2 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.

29.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 30 **Notices**

30.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

30.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

30.1.2 sent by email to the address specified in clause 30.3

30.2 Any notice sent by the Exhibitor to the Organiser in accordance with clause 30.1.2 shall include in the subject line the wording "legal notice" and shall be followed by delivery of the notice by pre-paid first class post or other next working day delivery service to its registered office (if a company) or its principal place of business (in any other case).

30.3 The email addresses for service of notice are as follows:

30.3.1 The Organiser: events@ucisa.ac.uk; and

30.3.2 The Exhibitor: [to be completed].

30.4 Any notice shall be deemed to have been received:

30.4.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

30.4.2 if sent by email, at 9.00 am on the next Business Day after transmission.

30.5 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.

### 31 **Governing law and Jurisdiction**

31.1 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.

31.2 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 [NAME] for  
and on behalf of  
[COMPANY NAME]

.....



## **Schedule 1     Exhibitor Booking Form**

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

## Schedule 2 Event Marks

### 1 Organiser's Marks



### 2 Exhibitor's Marks

## Schedule 3 Sponsorship Rights

1

The Exhibition stand price is £2,250 + VAT (3m wide x 2m deep).  
This is a table top exhibition

The package includes: exhibitor refreshments during the day for up to 2 people); entrance  
to the conference sessions.

The package does NOT include the dinner or accommodation.

### Appearance of the Exhibitor's Marks

2

- 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, handled 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 an excellent student experience.

Almost all 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 30 St Giles, Oxford, OX1 3LE. ucisa is registered as a charity with the Charity Commission of England and Wales, No. 1161218.

The correspondence address for data protection purposes is UCISA, University of Oxford, 13 Banbury Road, Oxford, OX2 6NN. Alternatively you can email the Data Protection Officer at [[dpo@ucisa.ac.uk](mailto:dpo@ucisa.ac.uk)].

## Who collects data on behalf of UCISA?

For the purposes of data collection, UCISA will be the Data Controller and is 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.

| <b>Data Processor</b>                                                         | <b>Details</b>                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Disclosure to:</b> UCISA Services Limited (USL)                            | <b>Details:</b><br><b>USL</b> , a wholly owned subsidiary of ucisa which provides events organisation services to UCISA. USL may engage with a 3 <sup>rd</sup> 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. |
| <b>Data Processor:</b><br><b>Barclaycard EDPQ</b><br><br><b>Barclays Bank</b> | <b>Details:</b><br>For the purpose of fulfilling membership or events payments by Credit Card.<br><br>For the purposes of fulfilling membership or events payments or expenses by online bank transfer.<br><b>Note: that ucisa does not retain any of your financial information.</b>                                               |

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 on 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 different types of data.

When determining the relevant retention periods, we take into account 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](http://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