



1. DEFINITIONS

In these terms and conditions:

**Agreement** means these terms and conditions;  
**Contract Form** means the form to be completed and signed by the Sponsor;  
**Event** means the event described in the Contract Form;  
**Sponsor** means the person, firm or company whose details are specified in the Contract Form;  
**Fees** means Sponsorship Fee;  
**Organiser** means UBM Information Ltd or its permitted assignees;  
**Package** means the Sponsorship Package described in the Contract Form;  
**Sponsorship Fee** means the fee payable as set out in the Contract Form; and  
**Venue** means the venue at which the Event is held, as set out on the Contract.

2. FEES AND PAYMENT

- 2.1 The Sponsor agrees to pay the Sponsorship Fee in accordance with the amounts and payment terms set out in the Contract Form
- 2.2 Unless otherwise agreed by the parties and stated on the Contract Form, Fees shall be paid by the Sponsor within 30 days of the date of the Organiser's invoice for such Fees. If a shorter payment period or payment of Fees (or part of them) is agreed by the Sponsor and recorded on the Contract Form, such shorter period shall apply save that in all cases Fees shall in any event be paid at least 24 hours before the commencement of the Event. Time shall be of the essence regarding payment of Fees.
- 2.3 Without prejudice to any other right or remedy that it may have, in the event the Sponsor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Organiser shall be entitled in its sole discretion to deem that the Sponsor has cancelled its requirement for Sponsorship and to exercise its rights pursuant to clauses 3.1.2 (Cancellation Charges) and 3.3 (Re-sell of Sponsorship).
- 2.4 The Fees and any Cancellation Charges are stated as being exclusive of VAT which shall be payable, if applicable, by the Sponsor in addition.
- 2.5 If any amounts payable under this Agreement are not paid to the Organiser by their due date for payment (whether Fee, Cancellation Charges or otherwise), then the Organiser shall be entitled to charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgment.
- 2.6 If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of other EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be at the sole discretion of the organiser, who shall notify the Sponsor of such change as soon as reasonably practicable.

3. SPONSOR'S CANCELLATION

- 3.1 If the Sponsor wishes at any time prior to the Event to cancel the Sponsor Contract it shall:
  - 3.1.1 provide immediate written notice to the Organiser; and
  - 3.1.2 pay the Cancellation Charge within 30 days of the date of the Exhibitor's written notice under Clause 3.1.1 or within 14 days of the Organiser's invoice for such Cancellation Charge, whichever is the sooner.
- 3.2 If the Sponsor wishes to modify the Package it shall send a written request to the Organiser, stating the reason for the proposed modification, which the Organiser shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional Fees if the modification will result in additional requirements in connection with the Sponsorship or the payment of Cancellation Charges if the modification will result in significantly reduced requirements for Sponsorship.
- 3.3 In the event that:
  - 3.3.1 the Sponsor provides notice of cancellation under Clause 3.1;
  - 3.3.2 the Sponsor's modification pursuant to Clause 3.2 results in a reduction of Package;
  - 3.3.3 the Organiser deems that the Sponsor has cancelled its requirement for the Sponsorship in accordance with Clauses 2.3 and/or
  - 3.3.4 the Sponsor is in breach of this Agreement; then the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser) to resell the Sponsorship which had been allocated to the Sponsor. In the event that the Sponsor modifies its Sponsorship package in accordance with the provisions of 3.2 above, and then subsequently attempts to cancel such Sponsorship, the Organiser shall in its sole discretion be entitled to apply the Cancellation Charge relevant for (i) the original, unmodified Package; or (ii) the modified Package.
- 3.4 The Sponsor hereby acknowledges that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by the Organiser as a result of the Sponsor's cancellation or modification and that they do not represent a penalty. For the avoidance of doubt, the Organiser is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Organiser is able to resell the Sponsorship. The Cancellation Charge will be the total Fees less any payments made.

4. POSTPONEMENT AND CANCELLATION BY ORGANISER

- 4.1 The Organiser shall be relieved of its obligations under this Agreement in the event that the holding of the Event by the Organiser, the performance by the Organiser of any of its material obligations under this Agreement and/or the attendance at the Event by the Sponsors and/or any other Sponsor and/or any visitors is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Organiser or the providers of the Venue including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, Events and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use ("force majeure").
- 4.2 In the event of force majeure, the Organiser may cancel, postpone or bring forward the Event or change the Venue or otherwise alter the Event.

5. TERMINATION

- 5.1 This Agreement may be terminated by the Organiser at any time by written notice to the Sponsor upon the occurrence of any of the following events:
  - 5.1.1 the Event is cancelled in accordance with Clause 4 above;
  - 5.1.2 payment of Fees is not made by the Sponsor in accordance with this Agreement;
  - 5.1.3 the Sponsor is or becomes for any reason unable to utilise the Stand Space;
  - 5.1.4 the Sponsor 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;
  - 5.1.5 the Sponsor is in breach of any provision of this Agreement;
  - 5.1.6 the Sponsor is in breach of any applicable local legislation, rules or regulations.
- 5.2 Upon termination of this Agreement for any reason, contracted Sponsorship Package shall automatically be cancelled forthwith.
- 5.3 If this Agreement is terminated under any of Clauses 5.1.2 to 5.1.6 inclusive above then:
  - (i) the Organiser shall be entitled to resell the Sponsorship;
  - (ii) all payments made in respect of the Sponsorship shall be retained by the Organiser and forfeited by the Sponsor; and
  - (iii) the Organiser shall have the right to invoice for and (within 30 days of the date of such invoice) the Sponsor shall pay the balance of the Fees and for any loss of damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence of such termination.

- 5.4 Without prejudice to clause 5.3, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including but not limited to clauses 2, 5, 6 and 7.

6. LIMITATION OF LIABILITY AND INDEMNITY

- 6.1 This Clause 6 sets out the entire liability of the Organiser (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Sponsor in respect of:
  - 6.1.1 any breach of this Agreement;
  - 6.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 6.2 Neither the Organiser nor any of its respective agents (including host) shall be liable to the Sponsor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, damage, theft, water, accident, goodwill, reputation, or business opportunity or for any indirect, incidental foresee or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
- 6.3 The Organiser's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees paid by the Sponsor for the relevant Event in connection with which such liability arises.
- 6.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 6.5 Nothing in this Agreement purports to exclude or limit the Sponsor's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.
- 6.6 The Sponsor shall on demand indemnify and keep indemnified the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Sponsor, its agents, contractors or employees.
- 6.7 The Organiser accepts no liability for any misrepresentation, misdescription or error contained in the details and descriptions shown on the Routes website.
- 6.8 It is the responsibility of the Sponsor to maintain proper insurance cover for its property and all liability whilst at the Event.

7. CONFIDENTIALITY

- 7.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:
  - 7.1.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or to the receiving party; or
  - 7.1.2 which comes into the public domain otherwise than through the default or negligence of the receiving party; or
  - 7.1.3 which the receiving party is required to disclose by law or applicable regulatory authority.
- 7.2 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.
- 7.3 Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 7.
- 7.4 The provisions of this Clause 15 shall continue in force notwithstanding termination or expiry of this Agreement.

8 GENERAL

- 8.1 Assignment: The Sponsor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Sponsor arising under this Agreement. The Organiser shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Sponsor.
- 8.2 Notices: Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by facsimile transmission shall be deemed to be served immediately provided that in the case of facsimile transmission the correct transmission report shall have been received by the sender.
- 8.3 Set-off: The Organiser reserves the right to set off any indebtedness of the Sponsor to the Organiser against any indebtedness of the Organiser to the Sponsor.
- 8.4 No waiver: No waiver by the Organiser of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of the Organiser. The Organiser's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Sponsor.
- 8.5 Cumulative remedies: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
- 8.6 Headings: The headings in this Agreement have been inserted for reference only and do not affect their interpretation.
- 8.7 Severability: The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- 8.9 Supplementary regulations and instructions: Notwithstanding any other provision of this Agreement, the Organiser reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth management of the Event. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on the Sponsor.
- 8.10 Third parties: No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 8.11 Literature: The information on this Contract and any other Routes literature is correct at the time of going to press and may be subject to change without notice.
- 8.12 Private meetings: Sponsor may not arrange private meetings or receptions with airlines around or within the timetable of Event without the prior agreement of the Organisers.

9. GOVERNING LAW AND JURISDICTION

- 9.1 The Sponsor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Venue or any municipal, governmental or other competent authority. The Organiser agrees to provide the Sponsor with reasonable notice of any material change in the requirements, laws, rules and regulations from the date of this Agreement which impact on the Sponsor.
- 9.2 These Terms and Conditions shall be construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.