Royal Microscopical Society

IMC21 EVENT SPONSORSHIP TERMS AND CONDITIONS OF PARTICIPATION

1. GENERAL

a In the terms and conditions set out below the following expressions shall have the following meanings:

"Booking Form"	The written request by the Sponsor to reserve a stand or sponsorship opportunity or item at the Event and which shall form part of the Contract once accepted by the Organiser. The term 'booking' shall be construed accordingly.
"Contract"	The terms set out in a Booking Form once accepted by the Organiser together with any specific terms and conditions issued by the Organiser which are applicable to the Event.
"Event"	The exhibition or other event specified in the Booking Form and Contract.
"Organiser"	The Royal Microscopical Society.
"Sponsor"	The company or individual who has contracted for a stand.
"Co-Sponsor"	A company or individual who shares a stand space with a Sponsor, with the consent of the Event Organiser.
"Rules and Regulations"	The Rules and Regulations contained in the Code of Conduct, Privacy Policy, Exhibitor Manual, and those of the venue, ACC Liverpool.
"The Exhibitor Manual"	The manual prepared by the Organiser for and on behalf of the Sponsors.
"Code of Conduct"	Outline of appropriate participation behaviour at RMS Events issued by the Organiser.
"Privacy Policy"	Outline of Privacy Policy issued by the Organiser.
"Stand"	The stand granted to the Sponsor as set out in the Contract.

b These terms and conditions shall apply to all contracts between the Sponsor and the Organiser relating to the Event. Any variation of these terms and conditions shall only be binding if agreed by the Organiser in writing. No terms or conditions stipulated by the Sponsor shall apply to any such contract unless expressly agreed by the Organiser in writing. In the event of inconsistency between these terms and conditions and the Contract, the terms of the Contract shall prevail.

c All bookings shall be made on the official Booking Form prescribed by the Organiser. A booking shall be an offer subject to acceptance by the Organiser on its official form of acceptance (and on no other form) and the Organiser reserves the right to refuse to accept any offer without giving any reason.

d Sponsors must comply with the terms of the Contract, which incorporates these terms and conditions, as well as the Exhibitor Manual issued by the Organiser and the Organiser's Code of Conduct and Privacy Policy as applicable at the date of the Event, and any documentation issued including the Rules and Regulations.

e Information supplied by the Sponsor, including the names of individuals, will be kept on a secure server, and used for the purpose of administering and performing the Contract and will be held in compliance with the Data Protection Act 2018 and General Data Protection Regulation 2018. Any information provided will be kept in accordance with the Organiser's retention policy and will be removed, beyond use once the end of the retention period has been reached.

f The Organiser recognises the importance of protecting the personal information collected from the Sponsor in the operation of its services and takes reasonable steps to maintain the security, integrity, and privacy of any information in accordance with its privacy policy. By submitting information to the Organiser, the Sponsor and any of its officers, employees, contractors, or agents consent to the practices described in

this policy and by making a booking the Sponsor undertakes that it has procured such consent from any individual concerned.

g Information given by the Organiser about the Event is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission does not entitle the Sponsor to cancel or vary the Contract or to compensation for any loss, expenses, costs or otherwise howsoever arising.

2. PRICE, SPECIFICATIONS AND VISUAL REPRESENTATIONS

a. All quotations and prices given or offered by the Organiser are exclusive of VAT at the prevailing rate, which will be added to all invoices at the rate applying at the appropriate tax point.

b. The Organiser reserves the right to alter prices set out in any list, advertisement, or quotation, in whatever form including as may be published on the Event website, at any time prior to acceptance of the Sponsor's booking.

c. While every effort is made to ensure that plans, specifications and visual representations or other information given on the Event website and literature are accurate, the Organiser gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications, or visual representations or other information. In the event that the Organiser determines that it is not possible to meet the exact specifications or grant the exact location of any online content, the Organiser reserves the right to alter the specifications and exact locations of any online or published content at any time, without prior notice. The Organiser will use reasonable endeavours to ensure that the altered specifications or exact locations of online or published content conform as reasonably as possible with the original specifications or locations of such content.

3. REDUCTION OR CANCELLATION OF SPONSORSHIP

a. On acceptance of the Booking Form/contract the Sponsor shall become liable to pay, in conjunction with the payment terms set out on the invoice/payment plan, to the Organiser the whole of the price for the Stand or other services (including any additional sponsorship opportunities booked at a later date) as specified in the Contract. The Sponsor shall be entitled to cancel or reduce Stand space or other services at any time prior to the Event however such cancellation or reduction will be subject to a cancellation fee based on the following percentages of the amount reduced or cancelled.

More than 260 days prior to the first open day of the exhibitions	10%
201-260 days prior to the first open day of the exhibition	30%
161-200 days prior to the first open day of the exhibition	50%
121-160 days prior to the first open day of the exhibition	75%
120 days or less	100%

b. The Organiser reserves the right to re-allocate any Stand or part of a Stand should any Sponsor fail to meet its commitment to make any payment due under these terms and conditions within the time required or at all. Upon the occurrence of such an event there will be no reduction in the Contract price or to any other payments due to the Organiser, which will remain due and owing unless (and only to the extent) that the Organiser is successful in mitigating its loss.

4. SPACE NOT OCCUPIED

a. Every Sponsor shall occupy the full stand area booked by it. Should a Sponsor fail to occupy the stand allocated to it the Organiser reserves the right to deal with the unoccupied Stand as it thinks fit.

5. FAILURE TO PROVIDE RESOURCES AND MATERIAL FOR THE STAND OR ADDITIONAL SPONSORSHIP OPPORTUNITIES AND ITEMS

a. Every Sponsor allocated a Stand, additional sponsorship opportunity or item shall provide at their own cost all suitable material in a format and within deadlines reasonably specified by the Organiser, for it to be used in setting up the Sponsor's booked Stand, additional sponsorship opportunity or item. Should a Sponsor fail to provide such material by the time specified, it may result in the Stand, additional sponsorship opportunity or item not being accessible during the Event. The Organiser shall not be liable for any loss, expenses, costs or otherwise arising from any such inaccessibility.

b. The Sponsor is responsible for ensuring that all materials supplied do not violate any proprietary or personal rights of others, including any copyright, patents or privacy rights and shall indemnify the Organiser in respect of all losses, expenses, costs or otherwise arising from any such violation, offence, or defamatory content in accordance with the privacy notice.

6. PROHIBITION OF TRANSFER

a. The Sponsor may not assign, sub-let, or grant a licence in respect of the whole or any part of the Stand or content, nor shall any publicity material relating to any company or individual who is not a Sponsor be displayed on the stand fascia, online or in the pdf programme booklet without written consent from the Organiser. Additional sponsorship opportunities, workshops and techno bites, where applicable, can only be booked by the Sponsor. Insofar as material in any form whatsoever is displayed, distributed, or otherwise utilised by the Sponsor on the Stand, or otherwise pursuant to the Contract or otherwise subject to these terms and conditions, it must relate to goods or services for which the Sponsor either has legal ownership, the right to distribute or utilise as an agent. The Sponsor shall indemnify the Organiser in respect of any and all losses, expenses, costs or otherwise arising from any breach of this clause.

b. Only the Sponsor and official co-sponsors booked by the Sponsor through the Organiser will be listed in promotional material, on the website and in the programme booklet.

7. TECHNO BITES AND COMMERCIAL WORKSHOPS

a. The Sponsor must strictly adhere to the duration time of the Techno Bite, Commercial Workshop and any other commercial presentation as specified by the Organiser.

b. The Sponsor accepts that it may be necessary, for reasons beyond the control of the Organiser, to alter the advertised timing of the Techno Bite or Commercial Workshop or other commercial presentation. The Organiser reserves the right to do this at any time without penalty or liability to the Sponsor. Where the time, date or content is altered the Organiser will notify the Sponsor as soon as is reasonably practicable. In that event, the Sponsor will be deemed to have accepted the altered timing.

c. The Sponsor shall be responsible for providing titles and where appropriate abstracts for Techno Bites and Commercial Workshops included in the Event programme by any deadline date specified by the Organiser.

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8. LIABILITY

a. The Sponsor shall be responsible for all personal injury or damage to or loss or destruction of property arising in connection with the Sponsor's Stand, and anything permitted, omitted, or done thereon or there from during the period of setting up, the Event itself, and breaking down, provided that this results from the direct or indirect act or omission of the Sponsor or its officers, employees, Co-Sponsors, contractors, sub-contractors, servants, or agents. The Sponsor shall indemnify the Organiser and the officers, trustees, employees, agents, contractors, sub-contractors, and invitees of the Organiser in respect of all losses (including consequential losses), expenses, costs, claims, actions, proceedings, demands and expenses in respect thereof.

b. Should the Sponsor, its contractors, sub-contractors, servants, or agents fail to remove all of their property or otherwise fail to vacate the Event and associated premises by the time stipulated in either the Rules and Regulations or Exhibitors' Manual issued by the Organiser for any reason whatsoever, the Sponsor shall indemnify the Organiser against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Organiser as a result thereof. The Organiser has the right to remove, sell, store, or dispose of such items as it sees fit and utilise any proceeds thereof to defray against costs incurred for removal.

c. The Organiser and its officers, trustees, employees, servants, agents, contractors, and sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Event and associated premises by the Sponsor, its contractors, sub-contractors, servants, agents, or invitees no matter what the cause (including but not limited to negligence of the Organiser or any servant agent, contractor, or invitee of the Organiser). The Sponsor shall indemnify the Organiser and its officers, trustees, employees, servants, agents, contractors, sub-contractors and invitees in respect of any such loss or destruction or damage to such property whether it is in the property of the Sponsor or not.

d. The Organiser cannot guarantee any specific numbers for on the day attendance at the Event. No refund of the Contract price or other compensation or payment will be given if numbers do not meet Sponsor's expectations, nor will the Organiser be responsible for any loss howsoever arising.

9. FORCE MAJEURE

a. Should the Event be delayed, cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to the Force Majeure Events set out herein, the Organiser shall be under no obligation to refund all or part of the Contract price or other sums paid by the Sponsor in respect of its participation in the Event and shall be under no liability to the Sponsor or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

b. A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond its reasonable control and includes (without limitation) the following:
- Strikes, or industrial action;
- Riot, civil disturbance, labour dispute, strike, lockout, terrorist attack or threat of terrorist attack, war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or act of God;
- Risk or spread of infectious, contagious or communicable disease;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and

- The acts, legislation, regulations, or restrictions of any government.

The Organiser's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. The Organiser will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event. In its sole discretion, if a Force Majeure Event lasts or is expected to last more than one month, the Organiser may cancel the Event in accordance with its cancellation policy.

10. INSURANCE

a. Every Sponsor shall be required to take out a comprehensive insurance policy to cover all risks including public liability at a minimum level of indemnity of £5,000,000 for space only stands and £2,000,000 for shell scheme stands and shall produce proof of such policy to the Organiser prior to the commencement of the Exhibition. The Organiser will reserve the right to refuse admission to any Sponsor who does not produce such a policy and in such circumstances reserves the right to cancel any allotment of a Stand and shall be under no liability whatsoever for any loss which may arise as a result of any such cancellation. Where a sponsor with a 'space only' stand appoints a stand contractor they are also required to provide proof of public liability insurance at a minimum level of indemnity of £5,000,000 ,to Dime Events, which covers them and indemnifies for all activity involving stand construction, operation and deconstruction at the event.

11. HEALTH & SAFETY

a. It is a condition of participation that every Sponsor, contractor, sub-contractor, supplier, and their agents accepts that it is their legal and moral responsibility to ensure their own and others health and safety is not put at risk by their actions (or inactions) during the Event. It is a condition of entry into an event operated by the Organiser that every Sponsor complies with the Health & Safety at Work Act 1974 (HASAWA74) and all other legislation covering the venue. The Sponsor will be required to sign a health and safety declaration confirming acceptance that it is their legal and moral responsibility to ensure their own and others health and safety is not put at risk by their actions (or inactions) during the event.

12. PAYMENT

a. On or after acceptance of the Sponsor's booking, the Organiser will deliver an invoice in the currency relevant to the Event, including VAT at the prevailing rate.

b. 30% payment of this invoice is due 30 days from the date of the invoice. The balance is due for payment by 31 March 2026, excepting that all charges for late booking must be paid before the Sponsor's Stand is occupied.

c. In the event of non-payment of any invoice by the due date or should the Sponsor die or suffer any incapacity preventing it from participating effectively in the Event, or any bankruptcy or insolvency, or being a limited company enter into liquidation whether compulsory or voluntary or suffer the appointment of a receiver over any of its assets then the full Contract price for the Stand booked shall immediately become due and payable. In addition, the Organiser shall have the right to cancel every Contract with the Sponsor in relation to the Event or to suspend or continue such Contract without prejudice to the Organiser's right to recover any loss sustained. Interest at the rate of 3% per annum above the base rate of the bank at which the account of the Organiser is kept shall be payable in respect of all sums (including cancellation charges if appropriate) not paid on or before the due date (before as well as after any judgment).

d. The Sponsor shall not be entitled to withhold payment of any amounts payable to the Organiser in relation to the Event by reason of any dispute or claim by the Sponsor in connection with the Event, or otherwise

nor shall the Sponsor be entitled to set off any amount which it is alleged is payable or due from the Organiser against any amount payable to the Organiser in relation to the Event.

13. ADVERTISEMENTS

a. The Organiser reserves the right to prohibit or restrict the display or dissemination of any advertisement, publication, video, webinar or posting of any kind in relation to the Event and the Sponsor shall forthwith withdraw any such content on notification by the Organiser. The Organiser will not normally exercise such rights in relation to the Sponsor's normal commercial sales literature and videos, but nevertheless reserves such rights in relation thereto.

b. The Sponsor shall display its name and contact details on its Stand and (if different) its address for service of documents and in relation to its Stand shall comply with all legal requirements relating to the publication of its name and ownership at its place of business.

c. The Organiser may use photographs taken at the Event in publicity and marketing materials, including use on its website. The Sponsor's attendance at an Event may mean that it or they, or their officers, employees, contractors, or agents are featured in such photographs and are deemed not to object to the taking of such photographs as detailed above. If such persons do not wish to be included in any photograph, please notify the Organiser's representative prior to the photographs being taken.

14. CONDUCT

a. The Sponsor shall comply with all policies and regulations imposed from time to time by the Organiser in relation to conduct at the Event. In particular without limitation of the generality of the foregoing.

b. The Sponsor shall comply in all respects with all the requirements set out in the Contract, in these terms and conditions, the RMS Code of Conduct, RMS Privacy Policy, the Exhibitor Manual, and the Rules and Regulations.

c. The Organiser is committed to providing a safe, respectful, harassment-free, accessible, productive, and welcoming environment for all Event participants and its staff, with equity in rights for all. All participants, including, but not limited to, attendees, speakers, volunteers, Sponsors, Organiser's staff, service providers, and others are expected to abide by the Code of Conduct, RMS Privacy Policy, the Exhibitor Manual, and the Rules and Regulations. This Code of Conduct, RMS Privacy Policy, the Exhibitor Manual and the Rules and Regulations applies to all Events, including those sponsored by organisations other than the Organiser but held in conjunction with the Organiser

d. Only permitted equipment, goods and items on display will be allowed within the venue at any point. The Organiser retains the right to remove any content, including equipment and goods, that may not be permitted or deemed to be offensive without notification.

e. The Sponsor shall keep the gangways and walkways of the Event adjacent to the Stand free of all obstructions.

f. All workshops conducted outside of the scientific programme must be agreed in writing in advance with the Organiser and must be confined to the booked floorspace, keeping gangways and walkways of the Event free of people and catering. All debris must be cleared from the gangways and walkways after the workshop.

g. The Sponsor shall not make or permit the making of any representations to the public save within the confines of the Sponsor's Stand and in particular shall not use or permit the use of any public address system without prior written consent from the Organiser.

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h. The Sponsor shall not stage any public demonstration, live presentation or any form of entertainment or instruction which causes or is likely to cause (as to which the decision of the Organiser shall be final in case of dispute) congestion of the gangways or walkways of the Event without prior written consent from the Organiser.

i. The Sponsor shall not conduct any competition or offer prizes or awards at the Event without the prior permission of the Organiser. It is the responsibility of the Sponsor to comply with all laws and regulations governing competitions.

j. The Sponsor shall permit the Organiser, its officers, trustees, employees, servants, agents, contractors, or sub-contractors to pass and re-pass over the Sponsor's Stand for the purpose of gaining access to any part of the Event and associated premises.

k. The Sponsor shall procure that all its employees, agents, contractors, sub-contractors, and invitees comply with all rules and regulations imposed by the Organiser or the landlord of the Event and associated premises and with all fire regulations.

l. The Sponsor shall ensure that at least one person is always in attendance at the Sponsor's stand during the official Event opening hours specified by the Organiser.

m. The Sponsor shall do nothing at the Event and associated premises which is a breach of any law, statutory instrument, regulation, or by-law or which would cause a nuisance or disruption to other Event users.

n. The Sponsor shall not cause or permit any damage to the Premises or the Stand and in particular shall attach no nails, screws, or similar items thereto.

o. The Sponsor shall be entitled to dress its Stand to its specification using special lighting and other effects but only insofar as the structure of the Stand is not altered and no inconvenience is caused to other Sponsors and/or visitors (as to which the decision of the Organiser shall be final in cases of dispute). The Organiser may nominate Contractors, and the Organiser shall be entitled to refuse access to the Event and associated premises to any contractor not nominated by it. All Stand dressing is to be subject to the approval of the Organiser and to any regulations which may be imposed by the Organiser from time to time. The Sponsor shall not overload the electrical circuits provided to its Stand.

p. Where the Sponsor has ordered a space only site, all designs and stand layout must be submitted to the Organiser for prior approval. All materials used must be flame-proof and will be examined by the Fire Authorities. All Stand fitting, constructional and display work brought into the Event or carried out at the Event must be undertaken by operatives who are members of the appropriate Trade Union at rates of pay and overtime in accordance with the terms of the Exhibition Working Rules Agreement. This excludes Sponsor's own staff in dressing Stands or fixing modular display systems.

q. The Sponsor shall ensure that its Stand and immediate surrounding area is at all times kept free of litter and shall ensure that all dry waste is put in plastic sacks as provided and then placed in the gangways at the end of each day for collection by the cleaning staff. All wet waste must be placed in suitable bins provided by the Sponsor and placed in the gangways at the end of each day. Empty cases and packaging belonging to the Sponsor may not be stored on the Sponsor's Stand or on the Premises and must be removed from the Premises by the Sponsor or disposed of as aforesaid.

r. The Sponsor agrees during the period for which the licence to use the Stand is granted not to sell or give away from any part of the Event and associated premises any refreshments save and unless the refreshments

in question have first been purchased from the landlords of the Event and associated premises (or its contractors) and further agrees to draw the attention of all its employees, servants, and agents to this clause.

s. Demonstration of equipment using any type of sound is permitted however such equipment must be utilized within the bounds of common sense and not cause annoyance to adjoining Stands. The Organiser reserves the right to control the use of such equipment as it in its sole discretion considers reasonably fit.

t. No Stand shall be dismantled or removed from the Event and associated premises until the conclusion of the Event unless specific permission has been sought and obtained in writing from the Organiser.

u. All Stands must be vacated by the time specified in the exhibitor manual on the final day of the Event and any shell scheme provided by the Organiser must be surrendered in its original condition. The Sponsor will indemnify the Organiser against any cost caused by their failure to remove their equipment or damage caused to the shell or the Premises.

v. The decision of the Organiser as to any matter of conduct referred to above and generally in relation to the Event shall be final and binding upon the Sponsor and if the Sponsor shall fail to comply with the request of the Organiser or any person authorised by it in that behalf the Organiser may take whatever steps it deems appropriate to enforce compliance including instant termination of the Contract between the Organiser and the Sponsor relating to the Event. The Organiser reserves the right to cancel a Contract or restrict access or services in the Event of non-compliance with the Code of Conduct, the RMS Privacy Policy, Exhibitor Manual or Rules and Regulations.

15. CANCELLATION BY ORGANISER

a The Organiser reserves the right to cancel any Sponsor's booking and save where such cancellation arises under clause 9 herein (whereupon those provisions shall apply). The Sponsor shall upon cancellation be entitled to a refund of all monies paid by it to the Organiser pursuant to the Contract. In no circumstances shall the Organiser be liable to repay any sums which in aggregate exceed those paid to it by the Sponsor under the Contract or for any loss (including consequential loss) or damage suffered by a Sponsor resulting from such cancellation howsoever the same may be caused.

16. CLAIMS

a All claims must be submitted in writing to the Organiser and to be valid must be received within two weeks of the closing date of the Event. No claim or complaint will otherwise be accepted.

17. AMENDMENTS TO TERMS AND CONDITIONS

a The Organiser shall be entitled to alter, add to, amend, and interpret any of these terms and conditions and no such alteration, addition or amendment shall operate so as to release the Sponsor from its Contract. The headings in these terms and conditions are for reference only and form no part of the Contract between the parties.

18. PROPER LAW

a All contracts between the Organiser and the Sponsor relating to the Event shall be governed by and construed in accordance with English law (subject to change which will be notified by the Organiser in writing), and the parties shall submit to the exclusive jurisdiction of the English courts.

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