

Radio Festival 2010

Sponsor & Exhibitor Terms & Conditions

1. Definitions

In these conditions the following terms shall have the following meaning:

"The **Organiser(s)**" shall mean The Radio Academy Ltd and/or Radio Academy Trading Ltd

"The **Sponsor**" shall mean any company, firm or person who has purchased a sponsor package and/or any agent representative or employee of such company, firm or person.

"The **Event**" shall mean any conference, workshop, meeting or other event run by The Radio Academy Ltd or Radio Academy Trading Ltd and shall specifically mean the event detailed on the 'Official Booking Form'.

"The **Venue**" shall mean any exhibition hall, conference facility, hotel or other such building and in particular shall mean the venue listed in the 'Official Booking Form' and anywhere within the precincts of such location under the control of the Organisers for the purposes and duration of the Event.

"The **Contract**" shall mean the agreement which is formed by the acceptance of the booking in accordance with paragraph 5.

2. Venue

The Organisers retain the right to change the Venue without prior notification if they deem it to be in the interests of the Event, or for reasons beyond their control.

3. Duration

The time and duration of the event shall be at the discretion of the Organisers. In any event the Organisers shall notify the sponsor of the opening and closing times no later than 7 days prior to the date of the event.

4. Applications

Applications for sponsorship or advertising must be made on the Organiser's 'Official Booking Form', which must be completed in full. The Organiser may accept applications in writing, by facsimile and email or accept a deposit payment in lieu of written application, at their sole discretion and on the understanding that these terms and conditions apply to any such application and supercede any conditions of the Sponsor. No alterations to these terms and conditions can be accepted without the

written consent of the Organisers nor any applications for Sponsorship to be conditional on the presence of other parties, nor on the locations of any of the component parts of the Sponsorship allocated. On completion and submission of the Form and subsequent notification of acceptance by the Organisers a binding contract arises.

Applications are accepted on a first-come, first-served basis and are not confirmed until a signed booking form has been received.

5. Payment

Payment in full (including VAT) must be made within 30 days of receipt of the Organiser's VAT invoice. Where 30 days from the date of the Organisers' VAT invoice would equate to a date within four weeks of the date of the Event, payment for the full amount of the booking will be due on the date falling four weeks in advance of such Event. In the event of an application not being accepted by the Organisers, any payments received will be returned to the Sponsor. If any of the payments shall be 14 days in arrears whether demanded or not, the contract may at any time thereafter be terminated forthwith by the Organisers by notice in writing to the Sponsor. Upon termination, all pre-payment will be forfeited and the balance shall become immediately payable. Such termination shall not prejudice any rights or claims by the Organiser against the Sponsor in respect of any prior breach.

6. Contract

On the acceptance of the 'Official Booking Form' by the Organisers, a contract relating to the Sponsorship will exist between the Organiser and the Sponsor as set out in these terms and conditions. In case of non-payment of any sum due from the Sponsor whether legally demanded or not, or of the breach or non-observance by the Sponsor of any of these terms and conditions, or any regulations to be observed by him, the Organiser shall have the right to terminate the contract and to remove and exclude the Sponsor from the Event without prejudice to the right to recover all sums payable by the Sponsor and all other claims against him and any loss or damage sustained by the Organiser.

7. Withdrawal or Cancellation by the Sponsor

In the event of withdrawal or cancellation by a Sponsor from the Event the full contracted price will be due and payable forthwith save that the following discounts will be given for withdrawal or cancellation in the circumstances set out below:

Up to and including 30th July 2010 – Cost less £100 administration fee.

From 1st August 2010 no refund will be issued.

8. Bankruptcy

In the event of a Sponsor becoming bankrupt, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the contract with him may be terminated at the option of the Organisers and the full contract price will be due and payable forthwith.

9. Prohibition of transfer

Sponsors may not assign, sublet or share possession of, or grant licences in respect of the whole or any part of the Sponsorship nor may any cards, advert, or printed matter of firms who are not bona fide Sponsors be exhibited in or distributed from any area. This does not apply to firms which are duly listed on the official application form when booking.

10. Postponement or Abandonment

The sponsors shall not have any claim against the Organisers in respect of any loss or damage consequent upon the failure for whatever reason to hold any part of the Event. If by re-arrangement or postponement of the period of the Event, or any other reasonable manner, the event can take place, the contract between the Organisers and the Sponsors shall remain in force.

11. Exhibition Stands

(a) Risk Assessment

The Organisers reserve the right to require an Exhibitor to complete and submit an accurate risk assessment form; where necessary and/or where demanded by the Venue owners or other recognised authorities. Failure to comply with this provision is a repudiatory breach of the contract which may result in the cancellation of this Contract with out any entitlement to a refund of fees paid.

(b) Display Installation. No Sponsor or Exhibitor will be permitted to install exhibits or displays in such a manner as, in the sole opinion of the Organisers, obstructs the light or impedes the view along open spaces or

gangways. Gangways must be kept clear and free for passage and must not be littered or obstructed in any way. All electrical installations must be carried out by a contractor appointed by the Organisers in accordance with paragraph 16. No stand fitting, display or exhibit may exceed the height as defined by the shell scheme unless prior approval has been received in writing from the Organisers. An Exhibitor may not, unless by express permission of the Organisers, display directly or indirectly, advertise or give credits to any products or services other than his own or his named principal's except where the Exhibitor is the sole United Kingdom selling agent for such products or services.

(c) Damage to the Venue

No nails, screws, bolts or other fixtures may be driven into any part of the Venue, including floors. Nor may any part of the Venue be damaged or disfigured in any way and should be left in the same state as found. Should any such damage or disfigurement occur, the Exhibitor responsible shall be directly liable for any reparation charges incurred by the Venue owners.

12. Supplier's Insurance

The Organisers are not responsible for the safety of any exhibit or other property of the Sponsors or other person, or for its loss, damage or destruction or for any loss or damage sustained by a Sponsor or other person, in each case for any reason whatsoever. No responsibility can be accepted by the Organisers for any consequences arising from postponement or abandonment of the Event. Sponsors should take out their own insurance to cover all liabilities and risk.

13. Advertising Matter

Sponsors must not canvas or distribute advertising or promotional matter in any part of the Venue, without the express written permission of the Organisers. Furthermore a Sponsor must undertake to withdraw any advertising matter from the Venue to which the Organisers may reasonably object on the grounds of legality, decency or honesty, nor may any audio-visual system be used that would in the opinion of the Organisers cause annoyance or disturbance to others.

14. Printed Matter

The Organiser has the right to use logos throughout any printed material to best meet the requirements of the event without notifying individual sponsors.

15. Fire Precautions

Sponsors must comply with any reasonable instructions given by any authority regarding fire precautions.

16. Waiver

Failure or neglect by the Organisers to enforce at any time any of the provisions hereof shall not be construed nor shall it be deemed to be a waiver of their rights hereunder nor in any way affect the validity of the whole or any part of the Contract nor prejudice the Organisers' rights to take subsequent action.

17. Confidentiality

The Sponsor undertakes not to disclose to any third party, other than to its professional advisers or as required by law or as agreed by the Organisers, any confidential information relating to the business or affairs of the Organisers.

18. Enforceability

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

19. Information and Copyright

Information supplied by the Organisers in relation to any event is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation by the Organisers and any inaccuracy or mistakes in such information or omission from, it shall not entitle the Sponsor to cancel his contract. All information and data relating to the event, which supplied by the Organiser to a Sponsor, is for use by that Sponsor only, and is the copyright of the Organiser and cannot be passed on to any third party for any purpose. More specifically, lists and information relating to participants may only be used in relation to the Sponsor's presence at the event.

20. Exclusion of Personnel

The Organisers reserve the right to exclude or remove from the event any person whose presence, in the opinion of the Organisers is or is likely to be

undesirable and the Organiser may exercise such right notwithstanding that any person is the employee or agent of the Sponsor or otherwise in any way connected or associated with the Sponsor.

21. Data Protection

Both the Sponsor and the Organisers shall ensure that any personal data as defined by the Data Protection Act 1998 (as amended) ("DPA"), provided by one to the other, is processed in accordance with the DPA. In particular, the Sponsor undertakes that any data provided by the Organisers or generated in connection with the Event will only be used for the specific purposes outlined and that it will obtain similar undertakings in regard to any such data passed to sub-contractors.

22. Third Parties

The parties agree that no third party shall be entitled to enforce any rights under the Contract. The parties hereby exclude the operation of the Contracts (Rights of Third Parties) Act 1999. Nothing in the Contract shall be deemed to constitute a partnership between the parties.

23. Variations

These Terms and Conditions may only be varied by the written agreement of both parties, with such variation needing to be signed by a duly authorised signatory of each party.

24. Notices

Any notices to be served on either of the Sponsor or the Organiser by the other shall be sent by pre paid recorded delivery post, facsimile or electronic mail to the address of the other, and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours if sent by facsimile or on sending it by electronic mail to the correct facsimile number or electronic mail address provided that no message is received by the sender in the case of electronic mail that such message was not delivered.

25. Law

Each Contract concluded under these Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Completion of the Official Sponsor Booking Form is acceptance of these terms and conditions.