

TERMS AND CONDITIONS FOR PARTICIPATION IN MORPH CONSULTANCY TRAINING EVENTS

1. GENERAL

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

"Administrator"	means MORPh Consultancy Ltd;
"Agreement"	means the signed Order Form and these terms and conditions;
"Exhibition"	means the exhibition shown on the Order Form;
"Exhibitor"	means the person or company who has contracted for a stand, stands or sponsorship at the Exhibition as identified on the Order Form;
"Exhibitor Marks"	means the trademarks of the Exhibitor;
"Force Majeure Event"	shall have the meaning given in clause 12 below;
"Order Form"	means the form covering these terms and conditions under which bookings for stands or space are made;
"Premises"	As confirmed for the particular event
"Stand Cost"	means the cost of the stand as detailed on the Order Form; and
"Total Cost"	means the Stand Cost, Exhibitor, and any other charges payable by the Exhibitor excluding VAT.

B These terms and conditions shall apply to all arrangements between the Exhibitor and the Administrator relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Administrator in writing. No terms and conditions stipulated by the Exhibitor shall apply to any such contract unless expressly agreed by the Administrator in writing and stated to be a variation to these terms and conditions.

C If a booking is confirmed on email this is taken as confirmation in writing. The Administrator reserves the right to refuse to accept any booking without giving reasons therefor.

D The Exhibitor shall comply with all applicable laws, regulations and codes of practice, including, without limitation, any Local Authority and Premises regulations, and with any regulations stated in the exhibitors' manual issued by the Administrator. This includes the ABPI Code of Conduct, NHS Staff Code of Conduct and MORPh Governance Policy. Failure to comply will result in the Exhibitor being asked to leave the meeting if it is already in progress or forfeit their stand bookings and subsequent cost.

2. PRICE AND PAYMENT

A All quotations and prices are exclusive of VAT which will be added to all invoices as appropriately chargeable.

B The Administrator reserves the right to alter prices set out in any list at any time prior to acceptance of the applicant's order, which alterations shall be in writing.

C On acceptance of the Exhibitor's order the Administrator will deliver an invoice in respect of the Stand Cost. Payment for 100% of the balance to be issued for payment no later than within 30 days of the invoice date or before the exhibition start date.

D In the event of non-payment of any invoice by the due date, or should the Exhibitor become insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), propose a voluntary arrangement, have a receiver, administrator or manager appointed over the whole or any part of its business or assets; or if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction) or dissolution; or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; or if it ceases to carry on business or if it claims the benefit of any statutory moratorium; or if the Exhibitor (being an individual) should die, become bankrupt or suffer any incapacity preventing him from participating effectively in the Exhibition, the full price for the stand booked shall immediately become due and payable and in addition the Administrator shall have the right to cancel every contract with the Exhibitor in relation to the Exhibition or to (at the Administrator's option) suspend or continue such contract without prejudice to the Administrator's right to recover any loss sustained.

E If the Exhibitor fails to pay by the due date any amount payable by it under this Agreement, the Administrator shall be entitled but not obliged to charge the Exhibitor interest on the overdue amount, payable by the Exhibitor immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8 per cent per annum above the base rate for the time being of Barclays Bank Plc.

F All amounts due by the Exhibitor shall be paid in full without deduction or withholding and the Exhibitor shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever.

3. ALLOCATION, REDUCTION OR CANCELLATION OF STAND SPACE

A The Exhibitor shall actively participate in the exhibition for the whole of the time when the Premises are open.

B Should an Exhibitor withdraw from the Exhibition, cancel a booking, suffer any of the events listed in clause 2(E) above or fail to adhere to the payment terms specified in 2 above, any discount given to that Exhibitor shall be immediately withdrawn and the full costs of any stand or sponsorship will be payable in accordance with clause 3(D) below.

C The Exhibitor shall notify the Administrator in writing of any cancellations of accepted orders or reductions in stand space.

D In the event of cancellation by the Exhibitor, without prejudice to any other rights or remedies the Administrator may have, the below charges shall be paid in full to the Administrator by the Exhibitor.

For cancellations:

At any time from booking the event – 50% of Total Cost.

From 6 weeks before the event – 75% of Total Cost.

From 4 weeks before the event 100%

The parties hereby agree that the above constitutes a genuine and reasonable estimate of the loss which the Administrator would incur on cancellation of the order by the Exhibitor.

E For the avoidance of doubt, should the Exhibitor fail to attend the Exhibition once paid in full it shall be liable for the Total Cost to the Administrator and no refund shall apply, if not already paid the administrator requires payment forthwith for the amounts due under the contract terms

F In the event of a cancellation or failure to attend the exhibition, the Administrator may resell or reallocate any stand space allocated to the Exhibitor and no refund shall apply. If the Total Cost has not already been paid to the Administrator, then the Exhibitor shall pay the Administrator forthwith the full amount of the outstanding Total Cost which is due under the terms of this Agreement

G The Administrator will occupy the Premises as a licensee of the management of the Premises. In turn the Exhibitor will be permitted to occupy the space allotted to it by the Administrator. The Exhibitor will not obtain any right of exclusive possession or occupation or any proprietary interest in the Premises or any part thereof.

4. CANCELLATION, POSTPONEMENT OR CHANGE OF VENUE

A The Administrator may at any time, at its sole discretion, cancel, postpone or move the Exhibition to another Premises. The Administrator will notify the Exhibitor as soon as possible if the Exhibition is cancelled, postponed or moved to another venue. If the Exhibition is postponed or moved to another venue, this Agreement will remain in force for the new dates and Premises provided that the new dates and/or Premises are in the reasonable opinion of the Administrator appropriate for the Exhibition. If the Exhibition is cancelled the exhibitor will be offered an alternative event.

B With the exception of any refund of the Stand Cost in accordance with clause 4(A) above, the Administrator shall have no liability in contract, tort or otherwise to the Exhibitor howsoever arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Premises.

5. SPACE NOT OCCUPIED

A Every Exhibitor shall occupy the full stand area booked by it.

B Should an Exhibitor fail to take up the stand or all space allocated to it the Administrator reserves the right to deal with the unoccupied stand or space as it thinks fit.

6. GRANT OF RIGHTS

The Exhibitor grants and the Administrator accepts a worldwide, non-exclusive, perpetual, royalty free, sub-licensable right to use the Exhibitor's Marks (a) for the promotion of the Exhibition; (b) to promote and exploit the Exhibition in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising; and (c) for the promotion of any subsequent exhibitions held by the Administrator.

7. PROHIBITION OF TRANSFER

The Exhibitor may not assign, sub-let or grant licences in respect of the whole or any part any of the rights granted to it by the Administrator. No cards, advertisements or printed matter of persons or firms who are not Exhibitors may be exhibited or distributed from any stand. The Exhibitor may distribute cards, advertisements or printed matter in respect of companies or firms which are subsidiaries of the Exhibitor or of the Exhibitor's ultimate holding company but not due to commercial partnership.

8. ADVERTISEMENTS

A The Administrator reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind in relation to the Exhibition whether or not at the Premises, and the Exhibitor shall forthwith withdraw any such advertisement or application on notification by the Administrator.

B The Exhibitor shall not advertise or distribute its publications and printed matter at the Premises otherwise than from its stand.

C The Exhibitor shall display its name and address at 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

9. LIABILITY

A Nothing in this Agreement shall exclude or restrict either party's liability for (a) fraudulent misrepresentations or (b) death or personal injury resulting from the negligence of that party or its employees, agents or subcontractors while acting in the course of their employment.

B The Exhibitor shall indemnify the Administrator against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of this Agreement by the Exhibitor.

C The Exhibitor shall further indemnify and keep indemnified the Administrator from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), arising out of the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Exhibitor's products or services. The provisions of this clause shall survive the termination or expiry of this Agreement. **D**

The Exhibitor shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Premises) arising in connection with the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or in the construction and dismantling periods provided that this results from the direct or indirect act or omission of the Exhibitor or any employee, agent, sub-contractors or invitee of the Exhibitor or any other person present on the Exhibitor's stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Exhibitor or any employee, agent, sub-contractor or invitee of the Exhibitor or any other person present on the Exhibitor's stand. The Exhibitor shall indemnify the Administrator and its employees, agents, sub-contractors and invitees in respect of all losses (including consequential losses) costs, claims, actions, proceedings, demands and expenses in respect thereof.

E Should the Exhibitor, its employees, agents or sub-contractors fail to remove all their property or otherwise fail to vacate the premises (as per times laid out in the exhibitor manual) on the final day of the Exhibition for any reason whatsoever the Exhibitor shall indemnify the Administrator against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Administrator as a result thereof.

F Subject to clause 9(A), the Administrator shall not be liable to the Exhibitor whether in contract, tort (including negligence) or otherwise for indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits or loss of wasted expenditure.

G The Administrator and/or its employees, agents or sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its employees, agents, sub-contractors or invitees no matter what the cause (including but not limited to negligence by the Administrator or of any employee, agent or sub-contractor of the Administrator).

H The management of the Premises and/or its employees, agents or sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its employees, agents, sub-contractors or invitees no matter what the cause (including but not limited by negligence of it or any employee, agents, sub-contractors or invitee of it).

10. CONDUCT

A The Exhibitor shall:

- Comply by the ABPI
- comply with the reasonable instructions of the Administrator, its employees, agents and sub-contractors and those of the management of the Premises, its employees, agents and sub-contractors whilst on the Premises;
- comply with all regulations imposed from time to time by the Administrator in relation to the conduct of the Exhibition; keep stand free of all obstructions;
- not make or permit the making of any representations to the public save within the confines of the Exhibitor's stand and in particular shall not use or permit the use of any public-address system;
- not stage demonstrations or events which cause or are likely to cause nuisance or obstruction to gangways, adjoining or facing stands. If music is required, full details shall be submitted to the Administrator in writing and the Exhibitor shall be responsible for obtaining necessary permission from PRS, PPL and VPL (or their successors or replacement from time to time); the Exhibitor shall not show films or create excessive noise or use audio visual aids which cause or are likely to cause disturbance to adjacent stands. Exhibitors may be asked to cease such activities in the interest of the overall Exhibition. This may be overcome through the use of a booth rendered soundproof to the satisfaction of the Administrator;
- not conduct any competition or offer prizes or awards at the Exhibition without the prior permission of the Administrator;
- permit the Administrator, its employees, agents and sub-contractors to pass over the Exhibitor's stand for the purpose of gaining access to any part of the Premises;
- and shall procure that all its employees, agents, sub-contractors and/or invitees comply with all regulations imposed by the Administrator and with all fire regulations;
- do nothing at the Premises which is a breach of any law, regulation or code of practice;
- not cause or permit any damage to the Premises or the stand and in particular shall attach no nails, screws or similar items thereto;
- be entitled to dress its stand to its specifications 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 Exhibitors and/or visitors (as to which the decision of the Administrator shall be final in cases of dispute). The Exhibitor shall use such contractors (if any) for stand dressing and the provision of services as the Administrator may nominate and the Administrator shall be entitled to refuse access to the Premises to any contractor not nominated by it. All stand dressing is to be subject to the approval of the Administrator and to any regulations which may be imposed by the Administrator from time to time.
- not overload the Premises' electrical circuits;
- ensure that its stand and immediate surrounding area is at all times kept free of litter. Empty cases and packaging belonging to the Exhibitor may not be stored on the Exhibitor's stands or on the Premises and shall be removed from the Premises by the Exhibitor or disposed of;
- ensure that at least one person is always in attendance at the Exhibitor's stand whenever the Exhibition is open to the public; and be responsible for the cost of making good, restoring or renewing any case of serious dilapidation to any part of the Premises for which the Exhibitor, employees, agents or sub-contractors are responsible to such a standard as they were in at the start of the Exhibition (to include, but not limited to: marks caused by paint, bolt, screw or nail holes and any damage to carpet tiles). The Administrator will inspect every site before erection and after dismantling of the stands. In their own interests Exhibitors should satisfy themselves as to the condition of sites both before erection and after clearance.

B The decision of the Administrator as to any matter of conduct referred to above and generally in relation to the Exhibition shall be final and binding upon the Exhibitor, and the Administrator may take whatever steps it deems appropriate to enforce compliance including instant termination of this Agreement.

C Confidentiality

The exhibitor accepts that any discount or negotiated price for the stand is commercially confidential and any discussion or disclosure to a third party puts the exhibitor in breach of this agreement. If this should occur the exhibitor discounts will no longer apply and a full price will become payable immediately.

11. FORCE MAJEURE

Should the Exhibition be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Administrator including but not limited to war or terrorist activity, fire, riot, accident, breakdown of plant or machinery, flood, storm, natural emergency, labour dispute, strike, lockout, other industrial dispute, civil disturbance, compliance with any law or governmental order or direction, default of suppliers or sub-contractors, nuclear accident, Act of God, or non-availability of the Premises for any reason (a "Force Majeure Event"), the Administrator shall be under no obligation to refund all or part of the sums paid by the Exhibitor in respect of its participation in the Exhibition and shall be under no liability to the Exhibitor or any other person in respect of any actions, proceedings, claims, demands, losses (including indirect or consequential losses) or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as the result thereof.

12. CANCELLATION BY ADMINISTRATOR

The Administrator reserves the right to cancel any Exhibitor's booking and should it do so its sole liability shall be to refund all monies paid by that Exhibitor. In no circumstances shall the Administrator be liable for any loss (including indirect or consequential loss) or damage suffered by an Exhibitor resulting from such cancellation howsoever the same may be caused.

13. CLAIMS

All claims or complaints relating to the administration, organisation and presentation of the event (including the Premises) must be submitted in writing to the Administrator and to be valid must be received within two weeks of the closing date of the Exhibition. No claim or complaint will otherwise be accepted.

16. ENTIRE AGREEMENT

This Agreement constitute the entire agreement between the parties and supersede and extinguishes all previous drafts, agreements, arrangements and understanding between them whether written or oral, relating to their subject matter.

18. LAW AND JURISDICTION

All contracts between the Administrator and the Exhibitor relating to the Exhibition shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.