



1.1 In these Terms and Conditions “the Company” means Convenzis Group Ltd and “the Client” (which expressions shall include any principal on whose behalf the Client Order Form overleaf (“the Order”) is signed means the person, firm or company placing the order. Persons signing the Order shall be deemed to have authority so to do from the person, firm or company on whose behalf they are acting or purporting to act.

1.2 Orders placed with the Company shall constitute a contract when the Client either signs the Order or confirms acceptance by email.

1.3 The Company and the Client acknowledge that these Terms and Conditions have been given due consideration and that they are considered reasonable and fair to both parties.

1.4 The Company reserves the right to revise these Terms and Conditions from time to time.

## 2 Payment

2.1 A 25% non-refundable deposit is required at the point of invoice. You will be required to pay the full amount payable within 30 days of invoicing or within 7 days if the contract is signed within 30 days of the Event.

2.2 All payments to the Company shall be made without any set off, deduction, withholding or counterclaim.

2.3 Accounts are strictly net unless otherwise stated.

2.4 The Company reserves the right to charge interest on overdue accounts at eight percent above the base lending rate in force at the time the account becomes overdue.

2.5 The Client is liable for all collection and litigation costs and fees if the Company instructs a third party or litigation to collect non-payment of the invoice.

2.6 The Client shall have the right to cancel the order within 7 days of the date hereon. An order is binding on a Client and if the Client cancels the event within 28 days of the order being placed, notice must be given in writing by the Client using ‘signed for’ delivery or by an email from an authorised representative and the payment is due in full.

2.7 Payments made by cheque will incur a £5 processing fee.

**3 Rights** 3.1 During the term, and subject to payment of the fees, the Company grant the Client the agreed sponsorship rights relevant to the Event and sponsorship package (as detailed in part 3 of the order) the promotion of the Clients products and services (“the products”) as set out below.

3.2 Subject to clause 6.1, the Company grants to the Client the various sponsorship rights set out in clause 3 (Rights) in relation to the Client’s sponsorship of the event described in the order commencing on the date the order is signed and ending on the conclusion of the Event (“the term”) for the fee detailed in Part 4 of the Order (“the fee”).

3.3 The right to describe the Event using the “Name of Event” detailed in part 1 of the Order (“the title”) and for the title to be used in all press and promotional usage undertaken by the Company in relation to the event. The Company will use all reasonable endeavours to ensure that third parties describe the Event using the title. In addition to the right for the Client to use the title in connection with its promotion of its sponsorship of the Event, the Company shall also grant the Client the right to describe itself as “title Sponsor” of the appropriate sponsorship category detailed in part 3 of the Order.

3.4 Following receipt of the Clients signed Order, the Client will supply the Company with 100 words and logo and the Company will provide branding featuring the Client’s name and or logo on the official Event website.

3.5 Where applicable a hypertext link to the Clients website from the Company’s official Event website will be provided.

3.6 The Company will allocate to the Client a suitable space (at the Company’s discretion) in the Event programme which the Client can display its name and or logo.

3.7 The non-exclusive right to place further approved amounts of content on the official Event website will be agreed at the absolute discretion of the Company prior to posting content on the official Event website.

3.8 The Client will receive up to 5 delegate tickets (allocated at the Company’s absolute discretion and provided at no extra cost).

3.9 The right by the client to purchase additional delegate tickets (subject to availability and additional cost to the Client) for the Event.

3.10 Any additional agreed promotional opportunities and rights as are available and on such terms as may be agreed from time to time.

3.11 The Company reserves the right to change the Event venue, the date of the Event or the Event title.

**4 Agreement** Each Party Warrants and undertakes to the other that:

4.1 It is duly authorised to enter into this Agreement and capable with its obligations under this Agreement.

4.2 The Company will organise and stage the event in a professional manner, however the company will not be held responsible if any speaker or anyone scheduled to take part in the event programme withdraws their participation in the Event.

4.3 The Company will refer to the Event using the title; and it will use all reasonable commercial endeavours within budgetary constraints to ensure the maximum promotional coverage of the event.

4.4 Each party shall bear its own costs incurred in relation to this proposed transaction whether or not it proceeds.

4.5 Any complaint regarding the Event must be made formally in writing or by email within 5 working days of the event taking place.

**5 Cancellation** The Company may terminate this agreement at any time on giving reasonable written notice of 14 days to the client (using the contact details provided in Part 1 of the Order) if:

5.1 The Client is in material breach of any term of this Agreement.

5.2 The Client makes an agreement with its creditors, cannot pay its debts as they fall due, is declared insolvent, or has an administrator or receiver appointed.

5.3 Force Majeure – The Company is relieved of all its obligations if any act is outside the Company's control which means the Company is unable to hold the Event such as: acts of god, danger of war, fire or severe disturbances affecting the organisation, venue or its suppliers, pandemic, regional or national public health or safety incident/matter.

## **6 General**

6.1 Unless otherwise expressly stated in the Order and notwithstanding anything to the contrary stated in these Terms and Conditions, the Client's rights under this Agreement are non-exclusive and the Company may offer sponsorship rights (which shall include, without limitation, main sponsorship, masterclass sponsorship, exhibition space, programme entries and website space) to any third party at the Company's sole discretion.

6.2 Every Order shall be subject to these Terms and Conditions to the exclusion of all other terms and conditions which the Client purports to apply including (without limitation) under any earlier set of terms and conditions issued by the Company, any form of Order, any confirmation of order and/or any other documentation issued by the Client, whether or not such document is referred to in the Order.

6.3 The Company owns and/or controls the Event and all existing and future intellectual property rights attaching to the Event including without limitation copyright, registered and unregistered trademark and design rights and the accompanying goodwill thereto ("the property rights") and agrees that the Client has no right, title or interest thereto save as licensed hereunder.

6.4 The Company will promote the event and publish an online summary of the key talking points from the day at the Company's discretion.

6.5 Except in the case of death or personal injury, the Company's liability under this Agreement is limited to the amount of the fee. In addition, the Company is not liable for any indirect or consequential loss, any economic loss, or damage to goodwill suffered by the client and arising out of any breach by the company of any term of this Agreement, any negligence or otherwise.

6.6 The Client shall not use or permit the use of the Propriety Rights or any of the rights and licences granted herein in a manner, which in the reasonable opinion of the Company is or might be prejudicial or defamatory to the image of the Event owned or managed by the Company.

6.7 The Client shall notify the company of any suspected infringement of the Proprietary Rights, but to take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Company.

6.8 The Client shall not make or cause to be made or issued any announcement to the press or media regarding its Rights. the Event or the Clients appointment as 'main' or 'seminar' sponsor (as detailed in part 3 of the order) except in the form approved of by the Company. The Client should notify the Company in writing or by email of any proposed announcement.

**7 Governing Law** This contract is subject to and governed by the laws of England and Wales and the client and the company shall submit to the jurisdiction of the English Courts.

**8 Credit Search** The Company reserves the right to carry out a credit search on the partners and directors of the organisation. The credit search will be recorded by the agency and may be disclosed to subsequent enquirers.