

Terms and Conditions: Exhibition and Sponsorship – CORPES19

The following terms and conditions, the terms contained in the *Application Form* and the terms contained in the *Exhibition Details* (the “*Terms*”) apply to each application for, and for all participation in, the International Workshop on Strong Correlations and Angle-Resolved Photoemission Spectroscopy (“*CORPES19*”) by *Applicants*.

CORPES19 is organised by *Diamond* (“*we*”, “*our*” and “*us*” shall be construed accordingly) in accordance with the *Terms* and to the exclusion of any other terms that the *Applicant* (“*you*”, and “*your*” shall be construed accordingly) may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

By completing and submitting the *Application Form*, *you* agree to be bound by the *Terms*.
The text in *italics* is as defined above or in Clause 10 below.

1. **Application and Selection**

- 1.1. Sponsorship and/or exhibition requests must be submitted via the online portal at www.diamond.ac.uk/corpes19 or by email to CORPES19@diamond.ac.uk
- 1.2. We shall evaluate *your* application to *Sponsor* and/or *Exhibit* at *CORPES19* and shall at *our* sole discretion determine whether *you* shall be granted a sponsorship and/or exhibition opportunity.
- 1.3. Where opportunities to *Sponsor* and/or *Exhibit* are oversubscribed, *we* will operate a waiting list system. Sponsors and/or exhibitors will be placed on this waiting list on a first come, first served basis, with sponsorship and/or exhibition opportunities only being offered by *us* to those on the waiting list if additional space has been made available through a cancellation (and subject always to the provisions of Clause 1.2).
- 1.4. Any additional criteria that may be applicable to certain sponsorship and/or exhibition opportunities will be set out in the *Exhibition Details* and *we* reserve the right to select *Applicants* to take part based on any such additional selection criteria.
- 1.5. Once *your* exhibition and/or *sponsorship* booking request has been received by *us*, the Diamond Events Liaison will contact *you* to verify *your* details, accept/decline *your* application and if appropriate, provide *you* with *our* banking details. If *you* have not heard from the Diamond Events Liaison within 10 days of the *Application Deadline* or if *you* have any other queries, *you* should contact him/her on +44 1235 567599 or at CORPES19@diamond.ac.uk.
- 1.6. A binding agreement will only be entered into between *you* and *Diamond* when *we* confirm to *you* in writing that *we* have accepted *your* application.

2. **Use of the Venue and Exhibition Stand**

- 2.1. *You* will be provided with two complimentary exhibitor registrations per *Exhibition Stand*.
- 2.2. *You* must have completed all work required for preparing the *Exhibition Stand* in time for the start of *CORPES19* and at least one representative must be present at *your Exhibition Stand* throughout *CORPES19* in order to provide effective guidance and/or information to visitors.
- 2.3. *You* may be represented by an employee or an agent at *your Exhibition Stand*. Regardless of the identity of *your* representative, *you* shall be responsible for his/her actions throughout *CORPES19*.
- 2.4. *You* must not display literature on behalf of third parties that are not participating in *CORPES19*. If requested to do so by *us*, *you* shall submit all promotional materials and displays to *us* for approval and *you* shall make any reasonable changes that may be requested by *us*. Unless authorised by the Diamond Events Liaison, *you* shall also ensure that any representatives that *you* may appoint do not use the *Exhibition Stand* or *CORPES19* for their own commercial interests beyond representing *you*. *Our* decision as to whether *you* or *your* representatives are using the *Exhibition Stand* or *CORPES19* other than to represent *you* shall be final.
- 2.5. *Your* use of the *Venue* shall be subject to any terms imposed by the *Venue* which *we* may communicate to *you*. *You* shall not use the *Venue* for any illegal, immoral or unauthorised purpose and *we* reserve the right to remove all material that in *our* sole opinion may be considered offensive or obscene.
- 2.6. *You* shall not act in any way which may be derogatory or detrimental to the reputation, image and/or goodwill of *Diamond* or the owner of the *Venue*.
- 2.7. All property brought into the *Venue* are brought in at the owner’s risk.
- 2.8. Unless otherwise agreed with *us* in advance, *you* must not vacate or dismantle *your Exhibition Stand* before the close of *CORPES19*.
- 2.9. At the close of *CORPES19*, *you* must vacate the *Exhibition Stand* and remove all *your* display material, exhibits and other property from the *Venue* and restore the *Exhibition Stand* to its original good order and condition, failing which *we* shall be entitled to (at *your* cost and expense) remove all display materials, exhibits and other property belonging to *you* or *your* representatives and dispose of them in any way that *we* deem fit. *We* shall also be entitled to rectify all damage caused by *you* or *your* representatives and do all other things necessary to restore the *Exhibition Stand* to good order and condition. *You* agree to pay or reimburse *us* for all costs necessarily incurred by *us* by reason of such default.
- 2.10. *We* reserve the right to eject *you* and/or *your* representative from the *Venue* if *we* deem *you* to be acting inappropriately at *CORPES19*.

3. **Exhibit and Sponsor Fees**

- 3.1. *You* shall pay the fees to *Exhibit* and/or *Sponsor CORPES19* as published in the *Exhibition Details*.
- 3.2. Unless otherwise stated, all fees published in the *Exhibition Details* are exclusive of VAT.
- 3.3. *We* will invoice *you* upon acceptance of *your Application*. Payment of the fees must be received by *us* prior to the start of *CORPES19* and always within 30 days of receipt of invoice.
- 3.4. *Your* exhibition and/or sponsorship will only be confirmed following receipt of the agreed fees.
- 3.5. In the event that *you* place an order for additional items after submission of the *Application Form*, these may be invoiced separately.

4. **Ancillary Costs/Expenses**

- 4.1. *You* acknowledge and agree that the fees for sponsoring and/or exhibiting at *CORPES19* do not include accommodation, subsistence, visas, insurance, freight charges, international or domestic travel costs or other ancillary costs arising out of *your* participation in *CORPES19*, unless otherwise expressly stated in the *Exhibition Details*.

5. **Loss or Damage that You may Suffer**

- 5.1. *We* shall have no liability for any damage, theft or loss of *your* property that occurs at *CORPES19*. *You* shall participate in *CORPES19* at *your* own risk and take out all appropriate insurances.
- 5.2. Neither the owner of the *Venue* nor *Diamond* accepts any liability for any accident, damage or injuries suffered in any way in connection with *CORPES19* by *you*, *your* employees, agents, contractors, representatives, invitees or any other person whatsoever.

- 5.3. We shall not be liable to *you* for loss of profits, loss of business, loss of goodwill and/or similar losses, loss of anticipated savings/earnings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 5.4. *Our* total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with these *Terms* shall be limited to the fees paid by *you* to *us* under these *Terms*.
- 5.5. Nothing in these *Terms* shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

6. Loss or Damage that You may Cause

- 6.1. *You* shall indemnify *Diamond* against all actions, claims, suits, costs, expenses or demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by *us*) which any person may bring (or claim) and which arises in relation to *CORPES19* and is caused by *your* breach of these *Terms* or any other acts or omissions of *you*, *your* employees, agents, contractors, representatives or invitees.

7. Intellectual Property Rights

- 7.1. *You* shall only be entitled to use *our* name, trade marks and logos for the purposes of promoting *your* attendance at *CORPES19* and only following approval from the Diamond Events Liaison and in accordance with any style guides or other instructions issued by *us*.
- 7.2. *You* hereby grant to *us* a worldwide, non-exclusive, royalty-free licence to use *your* logos and trade marks (registered or otherwise) for promotional use in connection with *your* involvement at *CORPES19* (including, without limitation in any promotional materials prepared by or on behalf of *us* for *CORPES19*).
- 7.3. Except where these *Terms* expressly state otherwise, nothing in these *Terms* shall give either party any right, title or interest in the intellectual property rights of the other or to any associated goodwill and the *Parties* acknowledge and agree that all such rights and goodwill are and shall remain vested in the other.

8. General

- 8.1. *You* warrant to *Diamond* that:
 - 8.1.1. *You* are authorised to apply to *Sponsor* and/or *Exhibit* at *CORPES19*;
 - 8.1.2. Any information supplied by *you* in connection with *CORPES19* is complete, true and not misleading;
 - 8.1.3. *You* have obtained the consent of any living person whose name or image is contained in material that *you* display at *CORPES19*;
 - 8.1.4. *Your* sponsorship and/or exhibition shall not be contrary to the provisions of any applicable law, regulation or code of practice (specifically including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing ("the CAP Code") and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading);
 - 8.1.5. *Your* sponsorship and/or exhibition will not be libellous or obscene or infringe the rights of any person;
 - 8.1.6. *Your* sponsorship and/or exhibition will not at any stage be prejudicial to *our* image or reputation;
 - 8.1.7. Any sponsorship and/or exhibition material that *you* submit to *us* electronically will be free of any viruses, adware and malware.
- 8.2. If any Personal Data (as defined in the Data Protection Act, 1998) is disclosed by the *Parties* in connection with *CORPES19*, the *Parties* shall, in relation to such Personal Data:
 - 8.2.1. Process the Personal Data only to the extent, and in such a manner, as is necessary for the performance of the *Parties*' obligations under these *Terms* or as is required by law;
 - 8.2.2. Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and
 - 8.2.3. Take reasonable steps to ensure that such Personal Data is not unlawfully disclosed or processed.
- 8.3. The *Parties* shall comply with all anti-corruption laws in force in England. All invoices, financial statements and reports which may be rendered by *us* shall reflect properly the facts about all activities and transactions between *you* and *us* and may be relied upon as being complete and accurate. Neither *you* nor *Diamond* shall make or give, either directly or indirectly, any improper payments of money or anything of value to any individual in connection with *CORPES19*. The *Parties* confirm that they have policies in place which prohibit corruption and the payment of bribes in any form. Each *Party* agrees to notify the other *Party* promptly upon discovery of any instance where it has failed to comply with any element of this clause.
- 8.4. If either *Party* wishes to give notice to the other *Party* under these *Terms*, the notice shall be delivered by recorded delivery mail to (in the case of *Diamond*) the address given in these *Terms* or (in *your* case) the address specified in the *Application Form*.
- 8.5. A person who is not a party to these *Terms* has no rights to rely upon or enforce any of these *Terms*.
- 8.6. If the *Parties* fail or delay in exercising their rights or remedies provided by these *Terms*, they shall not be deemed to have waived that or any other right or remedy under these *Terms*.
- 8.7. Nothing in these *Terms* shall be deemed to constitute a relationship of principal and agent, a partnership or joint venture. Neither *Party* shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other.
- 8.8. The *Terms* are the entire agreement between *Diamond* and *you* in respect of *CORPES19*.
- 8.9. The *Terms* shall be governed by English law and the *Parties* submit to the exclusive jurisdiction of the courts of England.

9. Cancellation / Termination

- 9.1. The staging of *CORPES19* is conditional on *Diamond* receiving a sufficient number of applications to make *CORPES19* cost-effective. We will notify *you* in writing no later than one week after the *Application Deadline* if this condition has not been met.
- 9.2. Subject to the provisions contained in the balance of Clause 9, *you* may cancel your exhibition and/or sponsorship booking at any time, provided it is done in writing and sent to CORPES19@diamond.ac.uk
- 9.3. In the event that *you* cancel *your* exhibition and/or sponsorship booking within 30 days of it being confirmed by *us*, *you* shall be entitled to a full refund from *us*.
- 9.4. In the event that *you* cancel *your* exhibition and/or sponsorship booking more than 30 days after it has been confirmed by *us*, we shall be entitled to retain any monies received from *you* unless we are able to secure a replacement sponsor or exhibitor.
- 9.5. Any refund to which *you* may be entitled will be processed at the end of *CORPES19*.
- 9.6. Notwithstanding anything else contained in these *Terms*, if *you* cancel *your* *Exhibit* or *Sponsor* booking after 4 May 2019, *you* will not receive a refund from *Diamond*.
- 9.7. *You* acknowledge and agree that the cancellation fees represent a genuine pre-estimate of *our* loss in the event of cancellation.
- 9.8. Neither party shall be in breach of these *Terms* if it is prevented from or delayed in performing its obligations under these *Terms* by *Force Majeure*. If the *Venue* or the area around the *Venue* becomes unsafe due to an event of *Force Majeure*, including but not limited to war, earthquake, typhoon, adverse weather, strike, fires, floods, terrorism, pandemics, acts of God and any natural disaster, we reserve the right to cancel *CORPES19* with immediate effect. In such circumstances, we shall be entitled to pay any costs that cannot be refunded, cancelled or otherwise avoided from the fees that *you* have paid. The fees participants have paid would then be refunded by *us* in as fair a manner as possible, less the unavoidable costs that have been incurred by *us*. *You* will be responsible for any cancellation charges on flights, accommodation and any other costs that *you* may incur in respect of such cancellation.

- 9.9. We shall be entitled to terminate the agreement on notice if: (a) *You* (or *your* representatives) commit any breach of, or fail to observe, any of these *Terms*; (b) *You* become insolvent or are unable to pay *your* debts as they fall due; or (c) *You* fail to timeously pay any sum due under these *Terms*.

10. **Definitions**

- 10.1. "*Applicant/s*": The person completing and submitting the *CORPES19* application form.
- 10.2. "*Application Deadline*": 17 May 2019 for the "Delegate Giveaway" and 3 June 2019 in all other cases, these being the final dates for submission of the *Application Form*.
- 10.3. "*Application Form*": The *CORPES19* application form which is available [here](#).
- 10.4. "*Diamond*": Diamond Light Source Ltd, registered with company number 4375679 in England and Wales and with its registered office at Diamond House, Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0DE, United Kingdom.
- 10.5. "*Exhibit*": The display of goods/services at *CORPES19* as allocated by *Diamond*.
- 10.6. "*Exhibition Details*": Those details relating to *CORPES19* published from time to time on *our* website and available [here](#).
- 10.7. "*Force Majeure*": Acts, events, omissions or accidents beyond a *Party's* reasonable control.
- 10.8. "*Exhibition Stand*": A 2m x 2m exhibition space (tabletop display only) with access to power. Each sponsor will receive 1 table, and chairs are available upon request.
- 10.9. "*Party / Parties*": *Diamond* and/or the *Applicant* as appropriate.
- 10.10. "*Sponsor*": A contribution of a sum of money as outlined in the *Exhibition Details* by the *Applicant* in consideration of the associated *CORPES19* publicity benefits.
- 10.11. "*Venue*": The location as stated in the *Exhibition Details*.