

### PARTNERSHIP MEDIA GROUP LIMITED trading as Govnet Communications TERMS AND CONDITIONS FOR EVENTS ("Terms and Conditions")

#### 1. DEFINITIONS

In these Terms and Conditions the following words and phrases shall have the following meaning:

**"Agreement"** means the Order signed by you and these Terms and Conditions.

**"Client", "you" or "your"** means the person(s), firm or company who signs the Order and to whom our services are being provided.

**"Company", "we", "us" or "our"** means Partnership Media Group Limited.

**"Force Majeure Event"** means any event beyond our control including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightning, explosions, fires and/or lightning, explosions, fires and/or destruction of plant, machinery and/or factories, strikes and labour disputes of all kinds, epidemic, pandemic, quarantine restriction, acts of authority, whether lawful or unlawful, except for an act for which we have assumed the risk by virtue of other provisions of this Agreement, and any lack of authorisation, license or approval necessary for the performance of the contract which is to be issued by any public authority and/or any other cause whatsoever beyond our control;

**"Event"** means a conference, exhibition, convention, congress, summit, seminar, webinar, web-conference, meeting, round table workshop, award dinner, public training, virtual event, private or bespoke training or other event;

**"On-site Order"** means an Order signed or otherwise submitted by you at an Event relating to the repeat of that Event to take place at a particular point in future, usually annually.

**"Operations Technical Manual"** means the document which sets out the exact services supplied by us to you when an exhibition or sponsorship package is agreed between us and you (and which may include stand, space and/or speaker exposure at the Event, marketing and PR support pre-Event, email invitation templates, social media activity, branded deliverables for use at the Event, logos, banners, and logo on show advertisements (digital, print, online where applicable)).

**"Order"** means the form which sets out the services that we are to provide to you during and in relation to the Event.

#### 2. ORDER

2.1. The Agreement between us and you shall commence upon receipt of a signed, dated Order by fax, e-mail, post or otherwise. An exact description of the services to be supplied to you by us can be found in the Operations Technical Manual.

2.2. You may cancel this Agreement by giving notice by email to Cancellations@pmgld.co.uk, subject to clause 3.6. Acceptance of the cancellation by us will be made by return email. The cancellation will only be deemed to have taken place once the acceptance email has been sent by us and received by you.

2.3. Where an Event takes place at a specific venue with delegates attending in person, we may allocate specific sites within the Event floor-plan to you. We reserve the right to change any such allocation at any time prior to or during the Event and will advise you of such change in writing.

2.4. We reserve the right to change the agenda, timings and format for an Event at any time, regardless of the media through which the Event is available. Any priority or preferences of exposure or access for you relating to a planned on-site Event will be reflected after any such change, to the extent reasonably practicable, by us in the operation of that Event through any other media (including without limitation web-based media).

2.5. Your profile, which will appear in the official Event guide (agreed characters with contact details and URL), must be forwarded promptly to us. Profiles received any later than 1 month prior to the Event may not be listed in the official Event guide. We reserve the right to edit profiles over the maximum characters agreed.

2.6. Each person attending an Event on behalf of you, in any way and by any media, must also comply with our terms and conditions for delegates. These are available upon request.

#### 3. PRICE, PAYMENT AND CANCELLATION

3.1. In some instances an Order may be taken for attendance at multiple Events. Cancellation and payment terms will apply to each of these Events as if they were separate Orders and contracts. If the Order does not specify an individual price for each Event then the total price will be divided evenly between the Events included on the Order.

3.2. You will pay 100% of the agreed price by the earlier of (i) seven days prior to the date of the relevant Event, or (ii) in accordance with the following payment structure:

3.2.1. 10% of the agreed price plus any applicable taxes, 7 days following the date of Order unless the Order is an On-site Order in which case it will be payable 21 days following the date of Order;

3.2.2. a further 50% of the agreed price plus any applicable taxes 6 months before the date of the Event or 14 days following the date of Order, whichever is later; and

3.2.3. a further 40% of the agreed price plus any applicable taxes 3 months before the date of the Event or 14 days following the date of Order, whichever is later;

We reserve the right to change the agreed payment terms and request up to 100% of the charges due within seven days of the Order if a credit check we run for you does not meet minimum criteria and payment will be required to be settled via credit card/bacs payment.

3.3. Unless otherwise stated all prices quoted are exclusive of value added tax or other applicable taxes. Where applicable, these taxes will be charged at the rate in force at the time of the issue of any invoice.

3.4. If you are late in paying any part of any monies due to us under this Agreement, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly.

3.5. In case of non-payment of any sum due from you (whether formally demanded or not) or of any other breach or non-observance by you of any of these Terms and Conditions, we shall have the right to suspend the performance of this Agreement, and/or remove and exclude you're your directors, officers, employees, contractors, sub-contractors or any other delegates from the relevant Event without prejudice to the right to recover all sums payable by you and without prejudice to any other right or remedy available to us.

3.6. For On-site Orders, there will be no charge for cancellation within 21 days of the date of Order. Thereafter for On-site Orders, and otherwise for all other Orders at all times, the following cancellation charges will apply.

24 to 36 months before the date of the Event	The greater of (i) costs incurred by we from the date of the Order to the date of cancellation by you, and (ii) 10% of the agreed price plus any applicable taxes
Between 12 and 24 months before the date of the Event	60% of the agreed price plus any applicable taxes Less than 12 months before the date of the Event
Less than 12 months before the date of the Event	100% of the agreed price plus any applicable taxes

#### 4. INSURANCE AND INDEMNITY

4.1. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including without limitation any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us by any third party arising out of i) the Event, (ii) the actions or omissions of you or your employees, agents or subcontractors, or (iii) the performance (or failure in performance) of this Agreement by you. This indemnity shall apply whether or not we have been negligent or at fault.

4.2. You must insure against:

4.2.1. any loss or injury arising to any person (including without limitation members of the public or us, our staff, contractors or sub-contractors) or property howsoever caused as a result of any act or default of you, your staff, contractors or sub-contractors;

4.2.2. losses and wasted expenditure in the event of the Event being cancelled, abandoned, curtailed, delayed or postponed; and

4.2.3. employer's liability and/or workman's compensation. Such insurance must be in place at all times relevant to the Event. If we so demand you shall provide proof to us that you have adequate insurance cover.

4.3. Subject to any liability that cannot be limited or excluded at law:

4.3.1. we, our staff, contractors and sub-contractors shall not be liable for any loss or damage (including without limitation consequential or indirect loss or damage) suffered by you, your staff, contractors and sub-contractors or invitees

whether such loss or damage arises from breach of a duty in contract or tort or in any other way (including without limitation loss or damage arising from our negligence) and which shall include (but not by way of limitation) loss of profits; loss of contracts, loss of or damage to property or goods of you or any other person, or (but only so far as such injury is not caused by our negligence) personal injury, or for any special, indirect or consequential loss, costs, damages, charges or expenses; and

- 4.3.2. our total liability for all other losses arising under or in connection with this Agreement (including without limitation this Agreement), whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you to us under this Agreement.

### 5. DAMAGE

- 5.1. You will be responsible for any damage to the property of us or the Event venue caused by you or any of your employees or guests.

### 6. PERSONAL PROPERTY

- 6.1. Subject to any liability that cannot be limited or excluded at law, we do not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property howsoever caused. You should insure high value items yourselves. Our insurance will not cover your equipment in the event of loss or damage.

### 7. CANCELLATION OR POSTPONEMENT OF EVENT

- 7.1. We:

- 7.1.1. reserve the right to cancel the Event at any time and shall not be liable for any loss howsoever arising. In such circumstances, we will refund any sum paid by you to us. Our liability is limited to this sum;
- 7.1.2. shall be entitled once in any 12-month period to postpone the Event for a reasonable period of time (but not exceeding 12 months). We shall notify you of any such postponement. In the event of a postponed Event under these Terms and Conditions you shall not be due a refund in respect of this Agreement. If we shall so postpone the Event we shall use our reasonable efforts to limit the delay to as short a period as is practicable, and may change the venue or media of the Event in accordance with clause 7.1.3 below in order to hold the Event within such 12-month period. If the Event is postponed for more than a 12-month period, then a full refund will be due; and/or
- 7.1.3. change at any time the media through or on which, or the venue at which, the Event will be available for attendance, whether in person or by any remote or digital media, including without limitation webinar, video-conference, teleconference or web or virtual-based delivery. We will not issue any refund to you in the event of any such change.

### 8. GENERAL

- 8.1. We may terminate this Agreement, or postpone or delay our performance of this Agreement, at any time if we are prevented, hindered or delayed from performing any of our obligations under this Agreement by a Force Majeure Event. Subject to any liability that cannot be limited or excluded at law, we shall not have any liability if we are prevented, hindered or delayed from performing any of our obligations under this Agreement by a Force Majeure Event, or in the event of any such termination under this clause 8.1.
- 8.2. These Terms and Conditions shall apply at all times to all Orders.
- 8.3. We may update these Terms and Conditions from time to time at our discretion.

- 8.4. The Terms and Conditions in force at the date of the Order will apply throughout the term of the Agreement unless agreed between the parties in writing.
- 8.5. This Agreement constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 8.6. Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 8.7. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of that right or remedy or the exercise of any other rights or remedies.
- 8.8. Each of the provisions contained in this Agreement shall be construed as independent of every other provision, so that if any provision in this Agreement shall be determined by any Court or competent authority to be illegal, invalid and/or unenforceable, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 8.9. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.
- 8.10. The person or persons signing the Order on behalf of you shall be deemed to have full authority to do so on behalf of you and you shall have no right to claim against us that such person or persons did not have such authority.
- 8.11. A person who is not us or you shall not have any rights under or in connection with this Agreement.
- 8.12. If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Order. You must contact us using the details set out in the Order or these Terms and Conditions.

### 9. Data

- 9.1. To the extent that any personal data relating to delegates or attendees at Events is shared between you and us, each party acts as a controller in accordance with applicable data protection laws. Each party shall comply with such data protection laws in respect of such personal data, and separate data protection provisions shall apply to the independent controller relationship that will exist between the parties; such provisions are available from we on the request of you.
- 9.2. In the event that you scan the badges of any delegates or attendees at any Event to collect the personal data of such delegates or attendees, you shall be the independent controller of such personal data and shall comply with all applicable data protection laws in respect of the same, including without limitation in respect of making an appropriate privacy notice available to the delegates or attendees at the appropriate time.