



**TERMS AND CONDITIONS FOR SPONSOR BOOKINGS
FINDLAY MEDIA LTD**

1. GENERAL

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

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|-----------------|---|---|
| “Event” | - | The Best Factory Awards |
| “Administrator” | - | Findlay Media Ltd |
| “Sponsor” | - | The person or company who has contracted to sponsor the Event |

b These Terms and Conditions shall apply to all contracts between the Sponsor and the Administrator relating to the Event. 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 Sponsor shall apply to any such contract unless expressly agreed by the Administrator in writing.

2. PRICING AND DESCRIPTIONS

a All quotations and prices are exclusive of VAT that will be added to all invoices at the rate applying at the appropriate tax point.

b While every effort is made to ensure that the detail and specifications for the Event in the Administrator’s literature are accurate, the Administrator gives no warranty to this effect and shall have no liability in respect of any inaccuracy in or changes to such detail or specifications.

c The Administrator reserves the right at any time and from time to time make such alterations in the format of the Event as may in their opinion be necessary in the best interests of the Event.

3. PAYMENT

a After acceptance of the Sponsor’s order the Administrator will issue an invoice in respect of 50% of the sponsorship fee for payment within 30 days of invoice. The balance of the sponsorship fee will be invoiced 90 days prior to the Event and must be paid before the Event.

b In the event of non-payment of any invoice by the due date the Administrator shall have the right to cancel every contract with the Sponsor in relation to the Event. The Administrator shall be entitled to statutory interest and compensation pursuant to



the Late Payment of Commercial Debts (Interest) Act 1998 and any statutory modification or re-enactment thereof from time to time in force.

4. LIABILITY

- a. The Sponsor shall be responsible for all personal injury or damage to or loss of property arising in connection with the Sponsor's stand and anything permitted, omitted or done thereon or there from during the period of the Event or in the construction and dismantling periods provided that this results from the direct or indirect act or omission of the Sponsor's stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Sponsor or any contractor, subcontractor, servant, agent or invitee of the Sponsor or any other person present on the Sponsor's stand. The Sponsor shall indemnify the Administrator and its servants, agents, contractors, sub-contractors and invitees of the Administrator in respect of all losses (including consequential losses) costs, claims, actions, proceedings, demands and expenses in respect thereof.
- b. The Administrator and its servants, agents, contractors, sub-contractors shall not be liable for any loss of, destruction of, or damage to any property brought to the Event by the Sponsor, its contractors, sub-contractors, servants, agents or invitees no matter what the cause (including but not limited to negligence of the Administrator or of any servant, agent, contractor, sub-contractor or invitee of the Administrator).

5. CANCELLATION BY SPONSOR

- a. Cancellations must be notified to the Administrator in writing prior to the Event. The first 50% of the sponsorship fee will remain payable by the Sponsor once an order is accepted and is non refundable. The balance of the sponsorship fee is refundable provided the cancellation is received more than 90 days prior to the event. 100% of the sponsorship fee is payable for cancellations received 90 days or less prior to the Event.

6. CANCELLATION BY ADMINISTRATOR

- a. The Administrator reserves the right to cancel any Sponsor's booking and should it do so its sole liability shall be to refund all monies paid by that Sponsor. In no circumstances shall the Administrator be liable for any loss (including consequential loss) or damage suffered by the Sponsor resulting from such cancellation howsoever the same may be caused.
- b. Subject to c) below, if the Event is cancelled for whatever reason by the Administrator, payments received from the Sponsor will be repaid in full.



- c Should the Event be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Administrator including but not limited to war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, Act of God, the Administrator shall be under no obligation to refund all or part of the sums paid by the Sponsor in respect of its participation in the Event and shall be under no liability to the Sponsor or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

7. SPACE NOT OCCUPIED

- a Should a Sponsor fail to take up the space allocated to him the Administrator reserves the right to deal with the stand so unoccupied as it thinks fit.

8. GOVERNING LAW

- a All contracts between the Administrator and the Sponsor relating to the Event shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the High Court.