

**“CONDITIONS”**

The terms and conditions in this document are to be read in conjunction with the Particulars, which together form the agreement between you and us. To the extent of any inconsistency between these Conditions and the Particulars, the Particulars take precedence. The definitions in the Particulars along with the following definitions and rules of interpretation apply to the Agreement. IT IS AGREED:

**FINANCIAL**

1. In consideration of BIM providing the Services, the Client will pay to BIM the Management Fee on signature of this Agreement. In addition to the Fees set out in the Particulars the Client shall, save as prior agreed, be responsible for all reasonable out-of-pocket expenses incurred by BIM in the proper, performance of BIMs obligations under this Agreement, including but not limited to travelling, subsistence, accommodation and third party expenses and other amounts payable under this Agreement.
2. BIM are not liable for and will not pay any Client costs outside of those specifically prior agreed in writing to be paid including as set out in the Particulars; excluded costs include shipping, staff travel & expenses, venue hire, speakers and guests fees and expenses, food, drink, signage.
3. BIM will provide to Client cost estimates to create the initial non-binding Budget and any amendments to it using the most up to date quotes received by BIM from suppliers.
4. Fees for Services and estimates/quotes may be varied to reflect any variation in costs to BIM, including any amounts which are due to any factor beyond BIMs control, the imposition or increase of any tax duty or other levy, any variation in exchange rates, or any delay caused by or change to any instructions given by Client, or failure to give BIM adequate information or instructions, and any changes. BIM shall use its reasonable endeavors as soon as practicable to notify Client of any adjustment to the Fees. Client agrees to pay the amount/s due within 7 days of notification.
5. All Fees will be:
  - 5.1. quoted exclusive of VAT and other taxes.
  - 5.2. subject to any local charge imposed by any competent authority including any sales tax, VAT or other similar tax. VAT. If you are VAT registered business in the EU (outside the UK) and wish to be charged at a VAT-exclusive rate then please ensure your full company details are entered in the online payment process, and that you submit your EU VAT number (including country prefix).
6. Unless otherwise agreed in writing in advance, the Client will pay any and all local suppliers directly once both the Client and BIM have approved them and they are in line with the services and budgets agreed. If BIM agree to pay any expense or costs, or if there is any change, BIM will invoice the Client for payment and client will pay within 7 days. The Client is aware that any delay by it in making payment/s to BIM or third party suppliers is likely to adversely affect the BIMs ability to provide the Services in part or in whole and the timing of that provision.
7. Where appropriate and/or when requested by BIM the Client agrees to enter into contracts directly with suppliers. Where BIM obtains a formal written quote from a supplier, which is supplied to the Client, the client agrees to become the contracting party for that supply.
8. If any Fee or properly invoiced amounts become overdue, until such amounts have been paid, BIM reserves the right to (i) suspend the provision of Services and Deliverable, and/or (ii) charge interest daily on such amounts at a monthly rate of 3% above the base rate of Barclays Bank plc of the outstanding amount including VAT, to run from the date of the invoice or the due date for payment of the Fee (as applicable) until receipt by BIM of the full amount whether before or after judgment, and (iii) charge all time and costs associated with attempting to recover any outstanding amounts. Any exercise by BIM of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
9. Client agrees to advise BIM of any discrepancies and queries on Fees/invoices, including a full and detailed explanation, in writing within 14 days of receipt of the Fee amount or invoice (as applicable) and use Client's best endeavors to resolve all disputes and queries within a further 7 days, failing which such invoice shall be deemed to be accepted and undisputed. Any disputed invoice shall not relieve Client of any obligation to pay any other amounts that are undisputed

**CLIENT OBLIGATIONS**

10. The Client shall perform all of its obligations under this Agreement and comply with all applicable laws, statutes, regulations and codes of practice and all guidelines and/or instructions issued by or on behalf of BIM (including, without limitation, all health and safety rules and regulations and any other reasonable security requirements).
11. Admission to any location, site or event of any participant is at Client's own risk and Client hereby indemnifies BIM in relation thereto. To the maximum extent permitted by law, BIM hereby excludes any liability for loss, injury or damage to persons or property in or around any location, site or event during or related to provision of Services. The Client shall maintain in force, with a reputable insurance company, an appropriate employer's liability insurance policy in respect of the Client's staff provided in connection with the Services and any Deliverable during the Term, as well as all other appropriate insurances, including property damage, bad weather adverse effects, cancellation, and shall, on the request, produce a copy of the certificate giving details of cover.
12. Save as prior approved in writing by BIM, no one may offer or distribute (either free or for sale) at or in the vicinity of venue relating to the Services any consumer article or commercial product or services of any nature or purchase any such item from any vendor not authorised by BIM
13. The Client shall not use any aspect of this Agreement, or of its performance or non-performance, or any of its obligations under this Agreement in any way which:
  - (a) expressly or by implication may create an association or legal obligation between any third party and BIM and/or any Event of end product (including by exercising the Rights in connection with a third-party mark, name, logo, product, service or brand);
  - (b) may harm or bring into disrepute BIM or any of BIMs officers, agents, employees and/or any Event or end product; and/or
  - (c) associates the Client with BIM and/or any Event or end product until and unless such use and material has been prior approved in writing by BIM.
14. The Client shall provide all reasonable co-operation and assistance to BIM to facilitate the performance of BIM's obligations under this Agreement and will comply at all times with any terms and conditions that relate to the use of any event venue or other third party property. The Client acknowledges and agrees that the performance by BIM of its obligations under this Agreement may be dependent, conditional or otherwise reliant upon the performance by the Client or a third party of certain obligations, or the supply by the Client of certain materials, information, access or other requirements and BIM will not be liable for any delay or failure to perform its obligations under this Agreement if the Client or such third party does not perform such obligations or supply such materials, information, access or requirements (or does not perform or supply them in good time).

**BIMs OBLIGATIONS**

15. BIM will use all reasonable skill to provide the Services in accordance with this Agreement.
16. BIMs obligations and liabilities will be limited to what the Client has disclosed to BIM in the Particulars (as amended from time to time) and any appended documents prior agreed in writing with BIM describing what Services BIM has agreed to provide. BIM will use reasonable endeavors to:
  - 16.1 advise Client of the timeline and any limitations on delivery of Services; and will keep Client advised if any material delays are likely.
  - 16.2 subject as otherwise provided herein, provide Services within the prior agreed time schedule, which will be set out in the Particulars. However, any times or dates specified in the Particulars or otherwise in writing are only estimates. BIM will not be liable for any failure to provide Services, or variations between charges and Budget anything else by any stated dates due to reasons outside of BIMs reasonable control and efforts. BIM shall however use reasonable endeavors to notify Client promptly in the event that BIM become aware that there is a material risk of any delay
17. BIM reserves the right in its sole discretion:
  - 17.1 for any reason not to accept or process any Client request or to provide Services. All orders are subject to checks and authorisation. Where BIM does not accept or proceed with a Client request or provide the Services, BIM

will notify Client in writing and where BIM has already received payment of Fees, BIM will refund the appropriate payment amount within 30 days.

17.2 not to fulfil, and to cancel, any Services, including in the event of incomplete or inaccurate information in the Particulars, or inaccuracies in Fees, breach or potential or threatened breach of the terms and conditions of the Agreement, or if sanctions or other restrictions are imposed on your country of residence or the country where Services are to be performed/provided, or if Client or any related entity is a competitor of BIM or provides any products or services to a competitor.

18. Client hereby acknowledges and agrees that BIM are entitled to use the services of third parties if BIM deem it appropriate, including because BIM want to engage additional skills. BIM shall be entitled to charge a commission of 5% on all charges by a third party. If Client engages a third party to do any work in relation to any aspect of the Service or Deliverable or any related or connected matter, then Client shall notify BIM and obtain BIMs consent before engaging them; Client acknowledges that BIM has no liability for the work of such third party and any failure by the third party to deliver services to Client or any impact on Services or adverse effect of the third parties acts or omissions. Client hereby indemnifies BIM against all losses, costs (including legal costs) and damages (direct and consequential) arising from all acts and omissions of said third party. Further Client undertakes to pay BIM for all Services and to pay all invoices provided by BIM in a timely manner notwithstanding any acts or omissions of said third party.

## INTELLECTUAL PROPERTY

19. Nothing in this Agreement shall operate to change the ownership of any intellectual property (IP) rights in materials which were or are created by any party (including any third party):
- 19.1 prior to the date of agreement to provide the Services; or
  - 19.2 for purposes outside the scope of the Services;
  - 19.3 any proprietary IP created/owned or licensed to BIM;
  - 19.4 any proprietary IP not granted specifically to Client under these Conditions;
  - 19.5 any development or day to day work product;
  - 19.6 and any Know How (which means and includes methods, processes, programs, information, data, formulae, designs, drawings, images, methodologies, tools, techniques, designs, management graphs, presentations, skill and experience, and related documentation, information and materials (whether electronic or in analogue).
20. The Client hereby grants to BIM a non-exclusive license to use its IP, including its trademarks, copyright and designs and other marketing and promotional collateral (including visual and digital media) (together, the “**Client IP**”) in connection with the provision, marketing, advertising, promotion and ticketing of the Deliverable and Services.
21. BIM will not use Client IP in any manner which BIM ought reasonably to know would be prejudicial to the good name or image of the Client. The Client warrants that all rights, title or interest in the Client IP are owned exclusively by the Client and that the Client has the sole and absolute right to authorise BIM to use the Client IP.
22. The Client acknowledges and agrees that all rights title and interest in all content, designs, text, data, images, graphics, information, formatting, formats, icons, software compilations, object and source codes, IP (including all BIM trademarks (whether registered or unregistered) copyright, text, graphics, logos and designs), Know How on or relating to the BIM Website, BIM Database, deliverables and Services created by or under instruction from BIM, and Confidential Information of BIM, vests in and is the property of BIM, and none of it nor any confusingly similar versions or derivations may be used in any form or way without the prior written consent of BIM. For the avoidance of doubt, this includes and covers all IP and other rights in any presentation, or tender or other material presented by BIM in an attempt to promote BIM, its Services, products, or in our efforts to obtain your business.
23. The Client shall not use or disclose to any person either during or at any time after their engagement by BIM any non-Client confidential information including about the business or affairs of BIM or any BIM Group entity or any of its contacts, suppliers, agents and contractors details, or about any confidential matters which may come to their knowledge in the course of provision of the Services or Deliverables (whether or not marked confidential). For the purposes of this paragraph, confidential information means any information or matter which is not in the public domain.
24. Client and BIM undertake to take all necessary steps to protect the other party’s IP, confidential information and Know-How in the same manner as the party would any other highly confidential information. Each party agrees that it shall not share any or part of same and not to pass it on to third parties or affiliates and shall not use it for any purpose outside of this Agreement.

25. Client acknowledges and confirms that except for Client's trademarks, BIM own all intellectual property, Know How and other rights relating to or connected with the Services and all deliverables (including all events), and the subject matter of this Agreement. Any rights granted to you under this Agreement do not include any right to use BIMs IP, confidential information or Know-How nor any material created by BIM or any third party other than as provided and used by BIM to provide the Services and Deliverables.

## PRIVACY

26. Save for those exceptions prior authorized or permitted in writing by BIM in its absolute discretion, any equipment capable of recording (whether temporarily or permanently) or transmitting any text, audio, visual, or audio-visual data or material is prohibited. Mobile telephones may be permitted within a venue but the use of mobile telephones for such activities is prohibited save as permitted. Client agrees that any commercial use of same is a breach of this Agreement and of other parties privacy and that Client will immediately ensure all cessation of all use. Client may be liable to individuals and/or BIM for damages for such breach
27. Client, participants and others personal information is important to BIM. BIM will not pass such information to any third parties, other than those that need this information in the course of providing the Services Client has booked, or as otherwise agreed under this Agreement. For the purposes of the General Data Protection Regulation 2016/679 BIM are the data controller. The personal information requested is required to comply with fulfilling BIMs contract with Client and those providing the deliverables. In order to process Client's booking and to ensure that Client's arrangements run smoothly and meet Client's requirements BIM need to collect certain personal details from Client, participants and others. These may include, where applicable, names and contact details, credit/debit card or other payment details and special requirements including those relating to any disability or medical condition which may affect the chosen arrangements and any dietary restrictions which may disclose your religious beliefs. The collection of this information is mandatory to ensure that BIM can fulfil its responsibilities under this Agreement. If Client or others object to the processing of this data, BIM cannot complete delivery. BIM may provide personal information to public authorities as required by law or statutory obligations. BIM have appropriate security measures in place to protect the personal details given us. Where any Services and/or deliverables occur outside of the UK or European Economic Area (EEA), controls on data protection may be different to that of the UK/EEA, however, we will take appropriate safeguards to require that personal information will remain protected in accordance with BIM's Privacy Policy found at <https://www.boatinternational.com/privacy-policy>. Where BIM is provided with personal details relating to any special requirements, you consent to this information being passed onto any organisation or companies responsible for any part of the Services/deliverables whether in the EEA or not. If we cannot pass this information to the relevant suppliers, BIM cannot provide those Services.
28. Client and all participants agree that personal information (excluding credit card and bank account details) provided to BIM in connection with their request may be held, stored and used by BIM or its agents and suppliers to administer, manage, conduct, advertise and promote the Services/deliverables (including any event) and BIM (including but not limited to communications with you, media, marketing and promotional communications and materials, information shared with sponsors and parties connected with the same (including those supplying services to or connected with same), as well as in accordance with its Privacy Policy. By obtaining one or more tickets, Client and participants agree that their name, job title and company details may be listed on a participant list. Should any person wish to be excluded from this list, Client must prior notify BIM in good time by email to [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com).

## CHANGE OR CANCELLATION

29. The Client will advise BIM by email to [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com) of any changes required to any of the Services and any aspect thereof as soon as it becomes aware of the same (time being of the essence) and seek BIMs advice as to the impact of any such change and BIMs approval. BIM will use its reasonable endeavors to make the changes. The Client agrees to pay all costs, fees and expenses invoiced by BIM associated with the changes (including a change fee) within 24 hours of receipt of an invoice from BIM relating to same.
30. If the Client wishes to cancel this Agreement or any particular Services, prior written notice of such wish must be forwarded to BIM (41-47 Hartfield Road, Wimbledon – SW19 3RQ, United Kingdom) by Recorded Delivery Post and any such notice shall be deemed duly served on the business day (being a day that is not a Saturday, Sunday or public holiday) that is two days following the date of posting.
31. In the event of receipt by BIM of notice of cancellation of this Agreement or any particular Services or deliverable, the Client will pay in addition to all costs incurred by BIM and a cancellation fee, the following cancellation charges, and the remainder will be reimbursed to Client within 14 days of cancellation, or if third party costs and accounting remain

outstanding, within 7 days after all of them have been attended to:

- More than 90 days before the event date, 0% of the Management Fee
- Between 60 – 89 days before the event date, 25% of the Management Fee
- Between 30 – 59 days before the event date, 50% of the Management Fee
- Between 0 – 29 days before the event date, 100% of the Management Fee

Any associated costs already incurred by BIM will be billed directly to and paid by the Client.

## GENERAL TERMS AND CONDITIONS

32. Only persons authorised by both Client and BIM may partake in any Services and/or Deliverable, including events. In the case of events, only persons with tickets issued by BIM, as well as BIM representatives will be permitted access to the event and associated activities, and then only to the extent permitted by the ticket issued to that person. Identification badges may be issued and required for access. BIM reserves the right for its representatives and agents to search all people and personal property upon entry to and while at an event. Items which may pose a security or safety risk, illegal substances, drugs, 'legal highs', laser equipment, animals, banners or flags, drones, camera's and any items which in the absolute discretion of BIM are considered to be a risk to the safety of the audience and/or affect the enjoyment of participants and/or the running or rights of BIM or participants at the event are prohibited. BIM reserves the right to refuse admission to any event or eject any person from any event and locations in the vicinity, in the absolute discretion of BIM, including any person undertaking any prohibited act, or in BIMs absolute discretion considered to be connected to a competitor or not to have BIMs best interests at heart, or fail to comply with any reasonable instruction issued by or on behalf of BIM.
33. All rights and opportunities not expressly granted under this Agreement are hereby reserved by and to BIM. The Client shall not use, purport to use and/or permit or assist a third party to use such rights and/or opportunities.
34. Nothing in these terms and conditions shall limit or exclude any liabilities that cannot be limited or excluded by law, including:
- 34.1 for death or personal injury resulting from gross negligence; or
  - 34.2 for any damage or liability incurred as a result of fraud or fraudulent misrepresentation.
- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement and in connection with participation in or use of a deliverable.
35. To the fullest extent permitted by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), BIM, BIM Group and their employees, officers servant and agents shall not be liable for and Client or participants will not make any claim or action for:
- 35.1 any loss, damage or costs (including legal costs) suffered or incurred;
  - 35.2 indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused; or
  - 35.3 any inconvenience or loss caused to any party as a result of cancellation or termination under these terms; or
  - 35.4 other amounts in any way related to or connected with any Service/Deliverable or participation or planned participation in any Deliverable, including alterations variations and cancellations, management and running of the event, publications and promotion relating to the Deliverable, other matters related to any Service/Deliverable, or any act, error or omission on the part of BIM or any agent, servant, sponsor or supplier.
36. Client and participants jointly and severally acknowledge and agree that the maximum aggregate liability BIM and BIM Group may have in connection with the Services, Deliverable and all related activities, and any act or omissions connected with the Agreement or the subject matter of the Agreement, or otherwise in relation to the Services or intended participation, and all damages, claims, losses, costs (direct, indirect and consequential) shall be limited to the total Fee identified in the Particulars.
37. The Client shall fully indemnify and keep BIM and its related and affiliate entities (BIM Group) fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered by BIM arising out of or connected with:
- (a) a claim from a third party relating to use of the Client IP;
  - (b) the Client's breach or non-performance of this Agreement, Client's negligence, fraud and misrepresentations; and

(c) any claim made against the Client or BIM (or any BIM officer, employee, agent or affiliate) by or on behalf of a third party (including a claim for death, personal injury or damage to property) arising out of or in connection with the Client's performance of or failure to perform its obligations under this Agreement.

38. Client and participants jointly and severally acknowledge and agree that BIM, BIM Group and their employees, servants and agents shall have no liability to Client or anyone participating in the Deliverables or any other entity:

38.1 in respect of any breach, default, damage or loss which Client or any participant/s may incur suffer or sustain as a result of any act or omission by any third-party supplier in respect of any goods and / or services provided or due to be provided to you in connection with the Services/Deliverable (including, without limitation, providers of accommodation and transport).

38.2 if BIM are prevented from, or delayed in performing, its obligations under the terms of this Agreement or from carrying on the Services/Deliverable including changing or obtaining access to venues or speakers by acts, events, activities, omissions, accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hurricane (suspected or threatened) act of terrorism or default of suppliers or subcontractors. BIM shall endeavor to reschedule the Services and/or Deliverables if possible.

39. This Agreement will not constitute a partnership or joint venture and neither party shall act or hold itself out as acting on behalf of the other (or, in the case of the Client, on behalf of any member of the BIM Group. Each party acknowledges that in entering into this Agreement it has not relied upon any representation, warranty or other assurance save as is expressly set out in this Agreement. This Agreement constitutes the agreement between the parties and may not be changed or modified except in writing signed by both parties. Client and participants jointly and severally acknowledge and agree that all decisions regarding the Services and Deliverables made by BIM are final and not open to review or appeal. BIM are not obliged to enter any correspondence regarding any decision. Neither party shall have the right to assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party. The parties agree to keep the terms of this Agreement strictly confidential at all times except as required by law. This Agreement and all disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual claims) arising out of or in connection with its subject matter.