



## Terms and Conditions - kbbreview Industry Awards 2011

The term 'Organiser' means Taylist Media Limited; the term 'Client' means sponsors or any party who places an order for an event sponsorship, deemed sponsorship or table booking; the term 'Event' means the kbbreview Industry Awards 2011. The term 'Venue' means the Platinum Suite, ExCeL London.

All orders accepted by the Organiser are subject to the following conditions. No other conditions will be binding unless agreed in writing between the Organiser and the Client.

The placing of an order by the Client is deemed to be acceptance of these conditions. The issuing by the Organiser of a contract represents confirmation of your booking with the Organiser and acceptance of these terms and conditions.

### 1. Payment Terms:

**1.1** Credit accounts are strictly net and must be settled within 30 days of the invoice date. Each Client undertakes to ensure that payment is made in full by the due date.

**1.2.** If any payments due are not received by the due date, the Organiser reserves the right to:

- a) terminate the contract (whereupon a cancellation by the Client in accordance with paragraph 2.1 below will be deemed to have occurred and the amount due thereunder will be payable); or
- b) charge the Client interest at the rate of 4% over the base rate at the time of National Westminster Bank plc in respect of the period from the due dates for payment thereof until receipt thereof by the Organiser

**1.3.** In all cases the Organiser will not deliver any branding benefits until payment has been received.

**1.4** The Organiser may at any time instruct a debt collection agency to recover any sum due. Any costs or charges incurred by the Organiser as a result will be payable by the Client to Taylist Media Limited on demand.

### 2. Cancellation:

**2.1.** Once the Organiser receives and approves the completed contract, the Client shall be bound to the sponsorship category and/or any table bookings made.

**2.2.** Cancellations will only be accepted in writing by registered mail. The following percentages of the sponsorship charges shall be payable, as a cancellation fee, depending upon the date of receipt of the cancellation notice:

- (a) More than 9 months prior to date of event or on publication of the call for entry brochure and online campaign (whichever is the sooner): 25% of the total cost.
- (b) up to 6 months prior to date of event: 50% of the total cost.
- (c) up to 4 months prior to date of event: 75% of the total cost.
- (d) less than 4 months prior to date of event: 100% of the total cost.

**2.3.** To the extent that the relevant cancellation fee has not been met from charges then paid, the balance shall be immediately due and payable, and if the charges then paid exceed the relevant cancellation, the Organiser shall refund the balance to the Client following receipt of such cancellation notice.

### 3. Categories:

**3.1.** The deadline for renewal for the sponsorship of the categories is 1 month after the event date, after which the Organiser reserves the right to sell the category to another Client.

**3.2.** The Organiser reserves the right to make changes to the awards categories prior to the event. In the event of these changes resulting in a category name being changed or removed, the sponsor of that category will be offered an alternative category of those remaining unconfirmed at the time of change. No other compensation will be due to the affected client.

**3.3** The Organiser reserves the right to increase or otherwise alter sponsorship rates at any time save in respect of agreements already confirmed.

**3.4** All sponsorship bookings are accepted subject to availability.

#### **4. Promotion:**

**4.1** Promotion of Client brands begins in print and online at the call for entries stage – usually 7 or 8 months prior to the event date.

**4.2** All requested marketing material must be supplied without application from the organiser by the copy deadlines specified. In the event of requested materials not being received by the copy deadline the organiser reserves the right to (a) use publicly available copy, previous copy, or otherwise to determine the copy to be published. (b) charge the Client for any extra costs directly incurred by the Organiser as a result of late copy.

**4.3** Proofs sent to the Client for correction, which are not received back by the Organiser by the relevant copy deadline, will be assumed to be correct.

**4.4** The Client shall be responsible for the insurance of any materials delivered by it to the Organiser and the Organiser cannot accept any liability for any loss or damage.

**4.5** The Client must inform and gain consent from the Organiser for any display the Client wishes to put up in conjunction with a sponsorship. The client must ensure it complies with all dimensions given by the Organiser or its agents, as well as all relevant laws, regulations and codes that are in force at the time.

#### **5. Copyright and Confidentiality:**

**5.1** All material originated by the Organiser remains the copyright of the Organiser

**5.2** The Organiser retains the copyright of the Event programme and all other supporting materials.

**5.3** The Client will retain all intellectual property rights in the use of their logo, name and advertising messages. These will not be used other than with the consent of the Client.

#### **6. Organiser's Liability – Cancellation of the Awards, Force Majeure etc:**

**6.1.** The contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the charges paid or payable by the Client and shall be under no liability to the Client whatsoever including, without limitation in respect of any actions, claims, liabilities, damages, losses; including consequential losses, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the Client whether directly or indirectly, as a result of the happening of any of the following events:

(a) The event being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the Venue, or any other cause not within the Organiser's control.

(b) Any changes in the requirements of any Authority or the Owner in respect of the Event;

(c) Any adverse publicity, criticism or adverse comment regarding the Event or the Organiser made in any newspaper or otherwise promulgated.

(d) Poor table bookings at the Event.

**7.** The Organiser reserves the right without prior notice to change the specified venue and or date for one of equal suitability.

**8.** The Organiser does not commit to specific profile or volume of participants at the Event.

**9.** This agreement exclusively covers the Event on 16th May 2011.

**10.** The Client and the Organiser agree to keep the terms of this agreement confidential.

**11.** Failure by the Organiser to insist upon strict performance by the Client on any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Client under these Terms and Conditions.



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