

Education Summit - Exhibitors Terms and Conditions 2024

Definitions:

“Event” means the Bryanston Education Summit 2024.

“Exhibitor” means any person, firm or company who has submitted an application form to exhibit at the Education Summit.

“Organisers” means Bryanston Enterprises.

“Booking” means reserving a place to exhibit at the Education Summit 2024.

This document defines the Terms and Conditions on which we enable you to make a booking for a place on any of our conferences or seminars. Please read these terms and conditions carefully before booking. You should understand that by booking to exhibit at an event, you agree to be bound by these terms and conditions.

If you do not accept the terms and conditions, you will not be able to exhibit.

Price and Payment:

The price to exhibit at the Education Summit is the price set by the Organiser for 2024.

Prices may change from time to time, but any changes will not affect bookings in respect of which have already been sent to you in via booking acceptance.

Data Protection:

To successfully process your online booking, we will take your name, address (business or personal as appropriate) and other details. The Organiser shall comply with requirements of the Data Protection Act 2018 (and related legislation) arising in respect of data processed in relation to performing the services in connection with these Terms and Conditions. Full details on how the organisation processes your personal data can be found on the Privacy Notice provided on the booking information site.

Full payment shall be due strictly in accordance with our invoice (14 days from the date of invoice). The organiser reserves the right to cancel your booking if payment falls outside the 14 days.

Bookings are not transferable unless you have received the written agreement of the Organiser.

The Organisers reserve the right to close or have removed any stand and/or exhibit belonging to any Exhibitor who has not fulfilled their obligations relating to payments.

All bookings will be regarded as provisional until full payment has been received in accordance with the payment details on the invoice.

Cancellation:

Exhibitors may cancel their booking at any time in accordance with the terms below:

- Before the close of business on the 12th day of April 2024 you will receive a full refund of your booking.

- Before the close of business on the 12th day of April 2024 you will receive 50% refund of your booking.
- After close of business on the 26th day of April 2024 no refund will be given.

'Close of business' means the end of the relevant working day (as above) at 17:00hrs.

In the unlikely event that the event is postponed, no refunds will be provided.

In the unlikely event that Organiser cancels the event, our total aggregate liability to you is limited to the refund of paid invoices that remain. The Organiser will not be liable to you for any expenditure, damage or loss incurred by you, as a result, of the cancellation.

Admission to the Event:

Bryanston Enterprises reserve the right, in their absolute discretion and without any liability or obligation to refund, to refuse admission or remove any person who is behaving in a manner that we determine: is disrupting, hindering, or causing a nuisance to the event or to the enjoyment of any other person at the event; represents a security or health & safety risk to the event or any other person: and/or fails to comply with, or is likely to fail to comply with these terms.

Erection of Stands:

All stands: No exhibitor will be permitted to display any exhibit in such a manner as in the opinion of the Organisers obstructs gangways, exits including fire exits, fire doors. Stands shall only be placed in the areas directed by the Organiser.

Removal of exhibits:

The Organisers reserve the right to require the Exhibitor to remove any exhibit or category of exhibit if the Organiser, in their absolute discretion, considers that the same is libellous, of an obscene nature, may infringe the rights of any third party or is undesirable or detrimental to the event, including other Exhibitors or the general commercial interests of the Organisers.

Fire Precautions:

All materials used for building, decorating, or covering stands must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

Promotion and Representations:

Whilst Bryanston Enterprises will use their reasonable endeavours to organise and promote the event in such a manner as they consider appropriate, we reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of Bryanston Enterprises as to audience projections or methods or timing of promotion shall constitute only general indications of the organisers promotion or organising strategy and shall not amount to any representation or warranty.

Publicity:

The Organisers may use photograph or film images to use for marketing purposes, including for use on our website and social media accounts. Your attendance at the event may mean that you are featured in such photographs or film. You are deemed not to object to the taking of your image as detailed above. If you do not wish to be included in any photograph or film, please notify a representative at the Education Summit prior to any images being taken.

Use of Images by Exhibitors:

Exhibitors are to be aware that the Organiser also operates as an independent boarding school. Under no circumstances are Exhibitors permitted to take images of Bryanston and/or Bryanston Prep pupils without the prior written permission of the Organiser. Any Exhibitor who wishes to take images which may include pupils, must make contact with dpo@bryanston.co.uk no later than 10 working days before the event to discuss the request further.

Intellectual Property Rights:

All intellectual property rights in and to the Event, the Event content, and all the materials distributed at or in connection the Event are owned by the Organiser and/or the Event sponsors or speakers attending the Event. You must not reproduce or allow anyone else to reproduce trademarks or materials distributed by or on behalf of the Organiser for any reason, without the Organisers prior permission.

Nothing in these Terms and Conditions shall vest you in any legal or beneficial right in or to any intellectual property rights owned or used under licence by the Organiser or grant you any right or licence to any other intellectual property rights of the Organiser. All such intellectual property rights shall remain the exclusive property of the Organiser.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Event or its affiliates without the express permission and cooperation of the Organiser. The Organiser reserves the right to take legal action (legal or otherwise), including a claim for damages as the Organiser, in its sole discretion, deems appropriate in the circumstances.

Warranties:

To the extent permitted by the applicable law, the Organiser will disclaim all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Event or any related materials. You acknowledge and agree that in accepting these terms and Conditions you have not relied on any representation or warranty that is not expressly included in these Terms and Conditions, and you agree that you shall have no remedy in respect of any misrepresentation which has not become part of these Terms and Conditions.

Limitation of Liability:

You acknowledge and agree that views expressed by speakers at or in connection with the Event are their own and the Organiser does not accept any responsibility or liability for any advice given or views expressed during or in connection with the Event.

Dispute Resolution:

If a dispute arises out of or in connection with these terms and conditions the parties will, following written request from one to the other and attempt in good faith to resolve the dispute through discussions, failing which, the exhibitor may avail themselves of statutory routes of recourse.

Severance:

In the event, that any provision of these terms and conditions is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

Law:

These terms and conditions shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

No Waiver:

The failure of the Organiser at any time to enforce any provision of these Terms and Conditions shall not affect their right thereafter to require complete performance by the exhibitor nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or be a waiver of the provision itself.

Force Majeure:

The Organisers shall not be liable to the Exhibitor by reason of cancellation or for any non-performance or delay under this contract or for any amendments or alterations to the extent that such occurrence is due to events or circumstances not within their reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery. In respect of delay, the Organisers shall be entitled to a reasonable extension of its obligations.

Entire Agreement:

These terms and conditions comprise of the entire agreement between the parties. Each party acknowledges that it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions and as such each party agrees that it shall have no claim for innocent or negligent misrepresentation.

Variation:

The Organiser reserve the right to vary these terms and conditions from time to time.