



11/04/2023

Dear Sir or Madam,

Sponsorship and Exhibition Stand Agreement

This letter sets out the terms of the sponsorship package for the NHS ConfedExpo 2023 conference "The Event" to be held at Manchester Central on 14-15 June 2023.

Details of Sponsor

Contact name: DBT Commercial Team
Contact email: commercialmarevents@trade.gov.uk
Contact tel:

Company name: Department for International Trade
Address: 8th Floor, Windsor House, 50 Victoria Street London SW1H 0TL

NHS ConfedExpo 2023 Feature Zone package – Healthcare

UK Obligations of the organiser

- Co-brand a feature zone at NHS ConfedExpo in a prime location – (180m²).
- Hanging banner above the zone including your company logo.
- Opportunity to deliver two feature zone sessions within a two-day programme of feature zone content at NHS ConfedExpo.
- Inclusion in two marketing emails to delegates highlighting your feature zone content.
- Optional live feed of main stage plenary sessions to the zone to drive traffic.
- Company entry in the conference and exhibition guide, on the NHS ConfedExpo website and the NHS ConfedExpo app.
- One exclusive place at a private networking breakfast with key NHS Confederation and NHS England representatives.
- One top table place at the main conference dinner.
- Three places at the main conference dinner.
- One full-page advert in the conference and exhibition guide.
- 30 NHS ConfedExpo delegate passes.
- One welcome tweet from the NHS ConfedExpo official account.
- NHS Confederation Associate membership 2023/24.

Sponsor Charge: Text Redacted + VAT

In the case of the event being moved to virtual conference due to a covid related occurrence, we will offer the sponsor or exhibitor the option to move their package onto a virtual event platform to deliver this event, roll over their package to the following year or receive a refund.



Please supply us with the following information:

PO:

Finance contact:

Finance email address:

Finance contact number:

This agreement forms part of the entire contract for the provision of sponsorship and/or exhibition and should be read alongside the NHS Confederation terms and conditions for sponsorship and exhibition. I draw your particular attention to Clause 2C of the Terms and Conditions regarding payment of the Event Charge in full.

Please sign and return a copy of this supporter agreement to Ross Edwards ASAP.

Signed for and on behalf of the **NHS CONFEDERATION (SERVICES) COMPANY LTD**

Signature

Text Redacted

Name

Date

Apr 12, 2023

Signed for and on behalf of **Department for International Trade**

Signature

Text Redacted

Name

Date

12/4/2023

NH S Confederation (Services) Company Limited Terms and Conditions for Exhibition and Sponsorship

1. DEFINITIONS

In these terms and conditions, the following expressions shall have the following meanings:

- (a) "Agreement" means the agreement between the parties that sets out the details of the Sponsorship or Exhibition Package, which shall apply to the Sponsor's sponsorship of, or Exhibitor's exhibition at, the Event;
- (b) "Attendee" means any employee or representative of the Sponsor or Exhibitor who is granted attendance to the Event under this Contract;
- (c) "Booking Terms and Conditions" means the terms and conditions applicable for on-site tickets which are required for Attendees;
- (c) "Booking Terms and Conditions" means the agreed T&Cs that delegates agree to when registering for the event.
- (d) "Business Day" means a day upon which banks in London are open for sterling business generally (not being a Saturday, Sunday or bank holiday);
- (e) "Contract" means the agreement between the Organiser and the Sponsor or Exhibitor comprising (1) these terms and conditions, (2) the Agreement, (3) the Welcome Pack and (4) the Booking Terms and Conditions;
- (f) "Event" means the event detailed in the Agreement;
- (g) "Event Charge" means the amount payable by the Sponsor or Exhibitor for sponsorship of, or Exhibition at, the Event;
- (h) "Event Logo" means the logo or mark to be provided to the Sponsor or Exhibitor related specifically to the Event;
- (i) "Organiser" means the NHS Confederation (Services) Company Limited, company number 05252407;
- (j) "Sponsor or Exhibitor" means the company or person, its employees and agents applying for and being granted sponsorship of the Event, as set out in the Agreement;
- (k) "Sponsor or Exhibitor Logo" means the logo or mark of the Sponsor or Exhibitor;
- (l) "Sponsorship or Exhibition Package" means the details of benefits and obligations of the Sponsor or Exhibitor and the

Organiser as set out in the Agreement;

(m) "VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature; and

(n) "Welcome Pack" means the document that the Sponsor or Exhibitor receives which contains all the sponsorship deliverables within their contract and their deadlines for completion.

2. APPLICATION AND PAYMENT

- (a) The Organiser reserves the right to refuse any application from a Sponsor or Exhibitor for a Sponsorship or Exhibition Package without giving reasons for such decision.
- (b) The Organiser will submit an invoice for the Event Charge. The Sponsor or Exhibitor shall pay the Event Charge in accordance with the terms set out in the invoice, being 30 days or by the event date (whichever is soonest).
- (c) If the Sponsor or Exhibitor fails to pay the Event Charge in full the Organiser shall be entitled to cancel the Contract with the Sponsor or Exhibitor and the Sponsor or Exhibitor shall not be entitled to the Sponsorship or Exhibition Package. The Organiser shall notify the Sponsor or Exhibitor in writing of such a cancellation in accordance with clause 15 (Notices) of these terms and conditions.
- (d) VAT at the standard rate is chargeable in addition to the Event Charge and is payable by the Sponsor or Exhibitor in accordance with the terms set out in the invoice.

3. TERMS OF BUSINESS

- (a) The Organiser reserves the right to alter, amend or add to any part of the Contract by serving written notice on the Sponsor or Exhibitor, but no variation, amendment or addition to the Contract proposed by the Sponsor or Exhibitor shall be effective without the agreement by the Organiser in writing.
- (b) No alteration, amendment, addition or waiver of any term or condition of the Contract shall operate to release the Sponsor or Exhibitor from the Contract.
- (c) Neither party shall act as the agent of the other party, nor shall either party have the power or authority to bind or make any commitment on behalf of the other party in any

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way. The Contract is not intended to constitute a partnership between the Organiser and the Sponsor or Exhibitor and, accordingly, the Organiser and the Sponsor or Exhibitor shall be responsible for their own respective commitments under the Contract.

(d) The Sponsor or Exhibitor shall not assign, transfer or otherwise dispose of all or any part of its rights under this Contract.

(e) Whilst reasonable endeavours will be made to preserve the published plan of the Event, the Organiser shall be entitled to vary the programme of the Event including promotional material and deliverables comprising the Sponsorship or Exhibition Package or change the format of the Event if the Organiser considers it to be in the general best interests of the Event, and only after having first notified the Sponsor or Exhibitor of such a change.

(f) Whilst reasonable endeavours will be made to deliver the Sponsorship or Exhibition Package the Organiser shall be entitled to substitute alternative benefits in respect of the same Event having first notified the Sponsor or Exhibitor of such a change.

(g) The Sponsor or Exhibitor agrees, at all times, to comply with the rules, timescales and dates as set out in the Welcome Pack for the Event, which shall be made available for review before the Event.

(h) The Sponsor or Exhibitor agrees at all times to comply with the rules and regulations as set out in the technical manual for the Event, which shall be made available for review before the Event.

(i) The Sponsor or Exhibitor agrees, at all times, and, in particular in respect of any promotional materials displayed or distributed at the Event, to comply with the Organiser's ethical sponsorship policy, which is available here [Ethical Sponsorship Policy | NHS Confederation](#).

(j) The Sponsor or Exhibitor agrees to comply with the Organiser's standards with regard to bribery, as set out in the Organiser's bribery policy (available here [Anti-Financial Corruption Policy | NHS Confederation](#)) and with the provisions of the Bribery Act 2010.

4. SPONSORSHIP OR EXHIBITION PACKAGE

(a) The Agreement sets out the details of the

Sponsorship or Exhibition Package and the obligations of both the Sponsor or Exhibitor and the Organiser.

(b) Where the Sponsorship or Exhibition Package includes Attendees at the Event the Sponsor or Exhibitor acknowledges that any Attendee at the Event is subject to the Booking Terms and Conditions, which can be found on the Organiser's booking website or made available upon request.

(c) The Sponsor or Exhibitor shall not sublet the whole or any part of the Sponsorship or Exhibition Package (including any exhibition stand allocated to it) without the prior written consent of the Organiser.

(d) The Sponsor or Exhibitor must ensure that all exhibits are compliant with the Equality Act 2010.

(e) The Sponsor or Exhibitor is required to ensure that its exhibition stand is staffed at all times during the opening hours of the Event tradeshow.

5. CONDUCT OF SPONSOR OR EXHIBITOR

(a) No sweepstake, raffle or other form of lottery shall be promoted, conducted or held at the Event by the Sponsor or Exhibitor with the exception that the Sponsor or Exhibitor may hold draws for which no charge is made for entry if the Sponsor or Exhibitor has first obtained the written approval of the Organiser.

(b) No auction or mock sale shall be promoted, conducted or held at the Event by the Sponsor or Exhibitor.

(c) The Organiser reserves the right to stop any activity on the part of the Sponsor or Exhibitor that may, in the reasonable opinion of the Organiser, cause nuisance or annoyance to other Exhibitors, Sponsors, delegates or speakers.

(d) The Organiser will not tolerate any abusive language or behaviour towards its staff, contractors, agents, delegates, other Sponsors, Exhibitors and/or venue staff.

(e) Any language or actions that are deemed to be racist, sexist, homophobic or any behaviour deemed by the Organiser to be discriminatory will not be tolerated and the Organiser reserves the right to expel any individuals whom they deem guilty of such behaviour.

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(f) The Sponsor or Exhibitor will adhere to the General Data Protection Regulation (EU) 2016/679 (**GDPR**) as set out in clause 12 of these terms and conditions.

6. ADVERTISING MATERIAL

(a) The Sponsor or Exhibitor shall be permitted to display only that signage and/or promotional material described in the Sponsorship or Exhibition Package.

(b) The Sponsor or Exhibitor shall not distribute any printed and/or promotional material in any way other than that agreed with the Organiser and recorded in the Sponsorship or Exhibition Package.

(c) No advertising matter related to competitions, prizes, awards, or gifts may be distributed by the Sponsor or Exhibitor without the prior written approval of the Organiser.

(d) The Sponsor or Exhibitor shall take full responsibility for the contents of all printed matter or advertisements and the Organiser shall have no liability for the contents of any such material.

(e) The Sponsor or Exhibitor must not use any audible materials or any such materials deemed by the Organiser at its complete discretion to be a means of attracting the attention of visitors to the Event which may cause nuisance, annoyance and/or inconvenience to other Sponsors, Exhibitors or visitors to the Event.

(f) The Sponsor or Exhibitor shall not display and/or distribute any material which may cause offence to other Sponsors, Exhibitors or attendees at the Event, or which is incompatible with the organiser's ethical sponsorship policy.

7. LOGOS

(a) The Organiser grants the Sponsor or Exhibitor a non-transferable, non-exclusive, royalty free licence to use the Event Logo solely to promote its support of the Event for the period up to the Event and for three (3) months after the Event.

(b) The Organiser does not permit the Sponsor or Exhibitor to use any other logos or trademarks of the Organiser.

(c) The Sponsor or Exhibitor grants the Organiser a worldwide non-exclusive, royalty free, sub-licensable licence to use the Sponsor

or Exhibitor Logo provided to the Organiser for the period up to the Event and for twelve (12) months after for any materials or reports, printed, digital or otherwise, related to the Event and in promotional materials for similar events.

8. INDEMNITY

(a) The Sponsor or Exhibitor shall be liable for and shall indemnify on demand the Organiser, its employees and agents against any liability, loss, reasonable costs, expenses, claims or proceedings whatsoever (whether arising under any statute or at common law or otherwise) arising out of or in connection with any act or omission of the Sponsor or Exhibitor its agents, employees and/or officers, including without limitation any breach, non-performance or non-observance of any obligation, duty or liability imposed on the Sponsor or Exhibitor either by the Contract or by operation of law, provided always that this indemnity shall not apply in respect of personal injury or death to the extent due to the negligence of the Organiser or its employees.

(b) The Organiser shall be liable for and shall indemnify the Sponsor or Exhibitor, its employees and agents against any liability, loss, reasonable costs, expenses, claims or proceedings whatsoever (whether arising under any statute or at common law or otherwise) arising out of or in connection with any negligent act or omission of the Organiser its agents, employees and/or officers, including without limitation any breach, non-performance or non-observance of any obligation, duty or liability imposed on the Organiser either by the Contract or by operation of law.

(c) Except as provided in this clause 8 and other than in respect of any negligence causing personal injury or death, fraud or wilful misconduct of the Organiser, the Organiser shall not be liable to the Sponsor or Exhibitor in respect of any costs, expenses, claims, losses or damages incurred or suffered by the Sponsor or Exhibitor in connection with the Contract.

(d) Neither party shall be liable to the other in connection with the exercise of its rights or the performance of its obligations under the Contract for any loss of profits, loss of business, revenue or profits, anticipated savings or wasted expenditure or for any indirect or consequential loss or damage whatsoever, howsoever caused, whether

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arising from negligence or breach of contract (including without limitation, from the cancellation or postponement or partial cancellation or postponement of the Event).

9. INSURANCE

(a) The Sponsor or Exhibitor shall maintain such insurances as are necessary to cover the liability in respect of matters specified in clause 8 of these terms and conditions and the Contract generally.

(b) If the Organiser so requests, the Sponsor or Exhibitor shall produce to the Organiser the insurance policies maintained in accordance with clause 9(a) above and copies of all premium receipts in respect of such insurance policies.

10. POSTPONEMENT, ABANDONMENT AND CANCELLATION

(a) The Organiser reserves the right, at any time, to change the date or location of the Event or to cancel the Event in the event of a Force Majeure Event.

(b) For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Organiser including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or any other party), failure of a utility service or transport network, acts 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 or default of suppliers or subcontractors.

(c) Subject to clause 10(d) below the Organiser shall not be liable to the Sponsor or Exhibitor as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(d) In the event of any cancellation, abandonment or postponement pursuant to clause 10(a) above, the Organiser shall reimburse the Event Charge to the Sponsor or Exhibitor subject to first deducting an amount to cover the Organiser's reasonable administration costs.

(e) In addition to clause 10(a) above, the Organiser reserves the right to cancel or postpone any Event for commercial reasons,

in which event the Organiser shall reimburse the Event Charge in full.

() In the event of the Sponsor or Exhibitor cancelling its participation in the Event more than one hundred and twenty (120) days before the Event, the Organiser shall reimburse the Event Charge to the Sponsor or Exhibitor, subject to first deducting a cancellation fee of a sum equal to fifty per cent (50%) of the Event Charge. Should the Sponsor or Exhibitor have not paid the Event Charge, fifty per cent (50%) of the Event Charge will be due and payable immediately by the Sponsor or Exhibitor.

(a) In the event of the Sponsor or Exhibitor cancelling its participation in the Event less than one hundred and twenty days (120) days before the Event, the Sponsor or Exhibitor shall not be entitled to any reimbursement of the Event Charge. Should the Sponsor or Exhibitor have not paid the Event Charge, the Event Charge will be due and payable in full immediately by the Sponsor or Exhibitor.

(b) Any cancellation by the Sponsor or Exhibitor to the Organiser must be made in accordance with clause 15 (Notices) of these terms and conditions.

(c) Any cancellation by the Organiser to the Sponsor or Exhibitor must be made in accordance with clause 15 (Notices) of these terms and conditions.

(d) The Organiser shall have the absolute discretion to deal with any cancelled and/or abandoned Sponsorship or Exhibition Package as it thinks fit including in relation to the exhibition stand.

(e) In the event of a Sponsor or Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purposes of company amalgamation or reorganisation) or having a receiver of any description or an administrator appointed, the Contract shall terminate immediately, the Organiser will be deemed to have cancelled the Sponsorship or Exhibition Package and all sums paid by the Sponsor or Exhibitor under the Contract shall be forfeit.

(f) For the avoidance of doubt, in the event of any cancellation, abandonment or postponement in accordance with this clause 10 the Sponsor or Exhibitor acknowledges that the provisions of clause 8 (Indemnity) shall

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apply.

11. DATA PROTECTION

(a) For the purposes of this clause 12 "personal data" means personal data as defined in the Data Protection Act 2018 and any successor United Kingdom ("UK") legislation, as well as UK and EU GDPR, the Privacy and Electronic Communications Regulations 2003, and any other directly applicable regulation relating to data protection and privacy.

(b) The Sponsor or Exhibitor shall protect all personal data concerning any delegates at the Event and any other person in connection with the Contract in accordance with the provisions and principles of the Data Protection Act 2018 and UK GDPR, and shall ensure the compliance of its employees and others within the Sponsor's or Exhibitor's control and responsibility who have access to such personal data with the terms of this clause 11.

(c) The Sponsor or Exhibitor acknowledges that the indemnity given by it pursuant to clause 8 of these terms and conditions shall apply to any breach of the Data Protection Act 2018 in relation to any personal data provided (as defined by the Data Protection Act 2018) by the Sponsor or Exhibitor, its employees, or agents.

(d) Any Attendee is subject to the UK GDPR and Data Protection Act 2018 provisions concerning the use of their personal data as set out within the Booking Terms and Conditions.

12. STATUTORY OBLIGATIONS

The Sponsor or Exhibitor agrees at all times to comply with all relevant UK and EU legislation, regulations, directives, orders or byelaws in force at the time of the Event including, without limitation, all regulations in respect of health and safety at work.

13. WHOLE AGREEMENT

The Contract represents the entire understanding between the parties in relation to the subject matter hereof and (except in respect of any fraudulent misrepresentations) supersedes all agreements and representations made by either party, whether oral or written. The Contract shall prevail over any inconsistent terms and conditions relating

to the subject matter of the Contract and any other agreement between the parties or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

14. NO PRIVILEGE

No provision of the Contract is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party against either the Organiser or the Sponsor or Exhibitor (including, without limitation, any right arising pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999).

15. NOTICES

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be (1) delivered to the other party personally, (2) sent by prepaid first-class post, recorded delivery or by commercial courier, to the other party's registered office (if a company) or (in any other case) its principal place of business, or (3) sent by email. Any emails for the Organiser should be sent to supporters@nhsconfed.org with the exception of logistics and forms, which should be emailed to exhibitions@nhsconfed.org. Any emails for the Sponsor or Exhibitor should be sent to the email address specified by the Sponsor or Exhibitor from time to time.

(b) This clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

(c) For the purposes of this clause 15, (1) any notice delivered personally shall be deemed to have been received on the same day or the first Business Day after delivery if not delivered on a Business Day, (2) any notice sent by prepaid first-class post, recorded delivery or by commercial courier shall be deemed to have been received on the second (2nd) Business Day after posting, and (3) any notice sent by email shall be deemed to have been received on the same day or the first (1st) Business Day after sending if sent after 5.30pm on a Business Day or not sent on a Business Day.

16. PRECEDENCE

In the event of any conflict between these terms and conditions, the Agreement, the Welcome Pack and/or the Booking Terms and

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Conditions and, the provisions of these terms and conditions shall prevail.

17. GOVERNING LAW

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Court



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