Terms & Conditions for IBC2020 and IBC Content Everywhere Europe 2020

1 Rights and Definitions

a) The Organiser reserves all rights in connection with the International Broadcasting Convention.

b) In these Terms, the following expressions shall have the following meanings unless the context requires otherwise.

“Contract” means the contract for Stand Space at the Exhibition entered into between the Organiser and the Exhibitor, which incorporates these Terms and the Online Manual and any other relevant document referred to in the Terms.

“Online Manual” means the manual available at show.ibc.org which sets out the rules and regulations relating to Stands, Stand Space and related issues.

‘Exhibit’ means any article so described by an Exhibitor and permitted by the Organiser to be exhibited. ‘Exhibition’ or ‘IBC2020’ shall mean the Exhibition known as the International Broadcasting Convention 2020 or IBC2020, to be held in the period of 11 - 15 September 2020, at the Amsterdam RAI, The Netherlands. ‘Exhibitor’ shall include all employees, officers, sub-contractors’ representatives and/or agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of participating in IBC2020.

‘IBC Office’ shall mean – 3rd Floor, 10 Fetter Lane, London, EC4A 1BR, United Kingdom.
Tel: +44 207 832 4100 Email: info@ibc.org Website: www.ibc.org

‘Landlords’ shall mean the Amsterdam RAI International Exhibition & Congress Centre, Amsterdam, The Netherlands, their employees offices, officers, sub-contractors and/or agents.

‘Organiser’ shall mean the partnership known as International Broadcasting Convention (IBC), 3rd Floor, 10 Fetter Lane, London, EC4A 1BR, United Kingdom, and its employees, sub-contractors, representatives and/or agents.

‘Stand Space’ shall mean the space licensed to the Exhibitor by the Organiser as allocated by the Organiser in its discretion (subject to alteration in accordance with these Terms).

‘Terms’ means the Terms and Conditions set out below.

c) The Contract (and any relevant documents referred to in these Terms including the Online Manual) represents the entire agreement between the Organiser and the Exhibitor in connection with the subject matter set out in the Contract.

d) These Terms and the Online Manual are the only conditions upon which the Organiser is prepared to deal with the Exhibitor and shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Exhibitor’s order, acknowledgement, allocation of stand or similar document shall form part of the Contract and the Exhibitor waives any right which it might have to rely on such terms and conditions.

e) The headings in these Terms are for information only and do not form part of or effect the interpretation of these Terms.

f) The Organiser reserves the right to vary the Online Manual from time to time in its discretion.

2. Allocation and Licence of Stand Space

a) The Stand Space is licensed to the Exhibitor on a non-exclusive basis in accordance with these Terms. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time
spent in setting up and promptly removing the Exhibition Stand and other material from the Stand Space after the Exhibition has concluded in accordance with these Terms) or until the licence is otherwise terminated or cancelled in accordance with these Terms.

b) The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the Organiser in accordance with these Terms.

c) In addition to the Organiser’s other rights set out in these Terms, the Organiser reserves the right to determine, and if it deems necessary, alter at any time and at its sole discretion:

(i) the location and/or size of the Exhibition;
(ii) the opening hours for the Exhibition;
(iii) the term or duration of the Exhibition;
(iv) the date or dates on which the Exhibition is to be held;
(v) the Stand Space allocated to the Exhibitor and its location;
(vi) the layout of the Exhibition generally;
(vii) the entrances and exits to and from the Exhibition; and
(viii) any and all other technical or administrative details in respect of the Exhibition.

d) The Organiser will use reasonable endeavours (where possible) to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and detrimentally impact on the Exhibitor’s rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the Organiser to benefit and safeguard the value of the Exhibition as a whole.

3 Stand Space

a. Space Only – The minimum size for a Space Only site is nominally 30 square metres. A copy of the working drawings of any Space Only stand is to be lodged with the IBC Office for approval no later than 1st June 2020. These plans shall include elevation drawings or a clear indication of the height of the various elements of the stand, including hanging signs. Such designs must comply with the IBC stand rules and regulations within your Online Manual.

(i) Double-decker stands are permitted in most halls but a surcharge of 25% of the space rental fee will apply for the total surface of the upper floor area(s). Exhibitors should notify the Organiser of their intent at the time of space application. Please note that it will be necessary for Exhibitors to obtain a permit from the Amsterdam Building and Housing Inspection Authority.

b. Shell Scheme Stands – The minimum size for a Shell Scheme stand is nominally 9 square metres. The Shell Scheme contractor will display the Exhibitor’s name and stand number on the appropriate panels and fascia board. It is not allowed to attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board. See also Clause 4.

c. Pods – Pod stands are pre-built pods as specified on the booking form. The Pod contractor will display the Exhibitor’s name and stand number on the appropriate panels and fascia board. It is not allowed to attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board. See also Clause 4.

d. Meeting Suites – The standard size for a Meeting Suite Package 1 space is 16 square meters. The minimum size for a Package 2 space is nominally 40 square metres. The Meeting Suite contractor will display the Exhibitor’s name and stand number on the appropriate panels and fascia board. It is not allowed to attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board. See also Clause 4.

e. Balcony Suites – On the balconies along both sides of Hall 1, temporary rooms are available for use as hospitality suites, offices or presentation areas. You are offered the rental of these rooms, as per the
enclosed floorplan. The use of the space is not for exhibiting products. Access must be restricted to invitation only by the Exhibitor only. Building is permitted inside the rooms; on the provision it does not affect the structure already in place. See also Clause 4.

The Organiser’s decision as to the compliance of an Exhibitor’s stand with these Terms shall be final and binding. Furthermore, the Organiser reserves the right to impose such other binding conditions on the subject of Exhibition stands as the Organiser may in its discretion deem necessary or which the Landlords may direct from time to time.

4 Stand Alteration

a) The Organiser reserves the right (in its entire discretion) to modify the layout of stand sites and aisles.

b) The Organiser reserves the right (in its entire discretion) to require Exhibitors to make such alterations to their stands, or to the arrangement of Exhibits, as they reasonably feel necessary to maintain an acceptable standard of presentation or to avoid interference with the displays of other Exhibitors.

c) Conversion of an allocated Shell Scheme site to Space Only is not permitted onsite.

d) No alteration to the structure or format of a Shell Scheme, Pod, Meeting Suite or Balcony Suite stand is permitted and any attempt to do so will involve the reinstatement of the original structure at the expense of the Exhibitor.

5 Co-exhibitors

The Exhibitor may, subject to obtaining the prior written approval of the Organiser, enter into an arrangement with third parties, known as Co-exhibitors, to share the whole or part of its Stand Space. When entering into such an arrangement with a Co-exhibitor, the Exhibitor shall ensure that the Co-exhibitor agrees in writing to comply with these Terms and for this purpose, the reference in these Terms to Exhibitors shall be deemed to include Co-exhibitors.

a) Only one company will be recognised as the principal stand holder (or main Exhibitor). This will be the company with which IBC has a contract for Stand Space. All other companies sharing that Stand Space will be referred to as Co-exhibitors.

b) The main Exhibitor will be the only company to be dealt with and invoiced by the IBC office.

c) Co-exhibitors will only have their company name and address entered in the Exhibition Catalogue with a cross-reference to the main Exhibitor. Full catalogue entries can only be provided to Exhibitors. Co-exhibitors wanting full Exhibitor status will be required to pay a fee.

d) Co-exhibitors’ names, if supplied well in advance, will be included in published Exhibitors lists.

e) The main Exhibitor shall be jointly and severally liable for the compliance by the Co-exhibitor with these Terms and for any damage, loss, cost, charges and expenses whatsoever, caused directly or indirectly by the Co-exhibitor.

6 Product Promotion off and away from the Stand Space

Product or company promotion off or away from the Stand Space is only allowed by companies exhibiting at IBC2020, and then only provided the following conditions are complied with:
a) The Exhibitor must have the prior written approval from the Organiser. With their request they should indicate where and when, and with how many people involved at any time they want the promotion to take place. If the promotion includes the distribution of materials, the nature of those materials should be described and approved by the Organiser as well.

b) The promotion must be done in a non-aggressive way and in good taste. The Organiser’s judgement will be final and binding. Putting up posters anywhere in the Exhibition complex is not allowed.

7 Product Demonstrations and Presentations

It is appreciated that staged equipment demonstrations and presentations are an integral part of IBC. The Organiser expects the Exhibitor to exercise discretion and show courtesy to fellow Exhibitors. Exhibitors must adhere to the rules specified in the Online Manual. If, after a warning has been issued, the sound levels are still too high, the Organiser reserves the right to turn off the power to the stand in question and to allocate a less favourable stand location for IBC2021 and such other Exhibitions as the Organiser may arrange from time to time. The Organiser may also require such demonstrations or presentations to be operated to a timetable as laid down in consultation with them and any other interested parties.

8 Equipment Interference

No equipment may be operated which emits excessive noise or causes electrical interference or other annoyance. In this matter the decision of the Organiser is final. For any piece of equipment that is transmitting electro-magnetic waves, a licence is required from the Ministry of Economic Affairs Radiocommunications Agency Nederlands. This includes wireless microphones, walkie-talkies and satellite uplinks. Before transmitting, the licensee must make sure that the radio communication of other users of the frequency concerned will not be interfered with. Use of the transmitter(s) should be discontinued if it is shown to cause interference to other users and/or services.

9 General Obligations of Exhibitors

Without prejudice to the other obligations of the Exhibitor under these Terms, the Exhibitor undertakes to comply with the following obligations:

a) not to Exhibit or advertise any article, thing or other matter, which in the opinion of the Organiser is of an obscene or objectionable nature;

b) not to conduct business in such a manner as to be in the opinion of the Organiser objectionable to any other Exhibitor, visitor or the Organiser;

c) not to do, cause or suffer on the Stand Space anything which shall, in the opinion of the Organiser constitute a nuisance or which may be an infringement of or occasion or render possible a forfeiture of or an endorsement on any licence held by the Organiser or the Landlords;

d) not to do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Stand Space or the Exhibition site or to the person or property of the Organiser or any other Exhibitor or visitor;

e) without the Organiser’s prior written consent, not to make any changes to the Exhibition Hall including for instance bill posting, hacking, breaking, drilling and nailing and/or painting on or to floors, walls, ceilings, columns, stairs and the like;

f) not to permit any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides) and foul smelling substances or radioactive sources to be brought into the Exhibition Halls or the RAI Centre generally unless the Organiser has given its prior written consent thereto;
g) to ensure that products presented and present in the Exhibition Halls are of satisfactory quality and at all times meet the statutory and other applicable requirements and regulations.

h) not to use open, running and/or atomized water in its Exhibition Stand or elsewhere without the prior written consent of the Organiser;

i) to keep all entrances, exits, gangways, pass doors and passages clear and unobstructed;

j) to remove immediately upon demand any Exhibit which in the opinion of the Organiser is outside the scope of the Exhibition;

k) to keep readily available at all times all consents, permissions and authorities issued by the Organiser required under these Terms together with all policies of insurance and produce any or all of the same to the Organiser on demand;

l) to comply with the provisions as laid out in the Exhibitors’ Online Manual as amended from time to time and late-breaking items as published in Exhibitors’ News Updates.

10 Build-up Schedule

Please refer to the build-up and breakdown schedule as per the Online Manual. Hall access is not permitted outside of the published hours.

11 Exhibit Removal

a) Exhibits may not be removed from stands before and during show hours without prior written approval of the Organiser.

b) Should an Exhibitor fail to vacate their Stand Space or premises by the times specified by the Organiser, such Exhibitor shall be liable to indemnify the Organiser for any losses, damages, charges or costs incurred by the Organiser as a result thereof.

12 Cleaning

All aisles and all stand floors will be cleaned daily by contractors appointed by the Organiser. Tables, chairs, stools and information counters will also be cleaned and wastepaper baskets will be emptied. Exhibitors are responsible for the cleaning of the other stands, Exhibits and the general tidiness of their stands. Small amounts of refuse such as coffee cups, etc., will be collected from the stands on each evening of the open days of the Exhibition, provided they are deposited in refuse bags at the front of the stand at the time of closure of the Exhibition.

13 Electrical Installation

All on-site electrical supply installation must be carried out by the officially appointed electrical contractor Mansveld Expotech B.V. All prefabricated electrical fittings will be subject to an inspection by the official contractor before connection to the mains supply and a nominal charge may be made.

14 Official Contractors

a) Only contractors appointed by the Organiser are permitted to operate within the confines of the Amsterdam RAI International Exhibition & Congress Centre. The sole exception to this term is private contractors erecting Space Only stands or displays in a Shell Scheme stand.
b) The Exhibitor may not sell or provide to third parties any drinks, foodstuffs or stimulants unless prior written consent has been received from the Organiser or conditions determined by the Organiser.

15 Local Regulations

Exhibitors are required to familiarise themselves with and conform with all appropriate local laws, health and safety requirements, regulations or by-laws of any government or statutory body or any local authority in force at the time of IBC2020, as well as any general conditions of the Landlord applicable to the Exhibitor and/or its staff, contractors and agents.

16 Flammable Materials

All materials used in the construction of stands and displays are to be fully fire-proofed and comply with all other local regulations.

17 Fire Extinguishers

The Landlords will provide firefighting equipment to meet local regulations for the overall layout of the Exhibition. Fire extinguishers for use in the Exhibitor's stands can be rented at a cost to be borne by the Exhibitor.

18 Damage to Exhibition Areas

a) The Exhibitor is responsible for the cost of making good, restoring or renewing any case of serious dilapidation to the Exhibition Hall or any part thereof caused by the Exhibitor. The Organiser will inspect every site before erection and after demolition of the stands. Dilapidation includes (by way of examples only) marks caused by paint, bolt, screw, nail holes, carpet tape, etc. In the Exhibitor’s own interest, the Exhibitor should satisfy itself as to the condition of its site both before erection of the stand and after clearance.

b) Exhibitors shall indemnify the Organiser and the Landlords against any claim made against them in respect of damage whether to the Amsterdam RAI International Exhibition & Congress Centre structure or property or otherwise, caused by Exhibitors’ stands, Exhibits or staff, or by agents acting on an Exhibitors’ behalf. The Organiser and/or the Landlord may in its discretion at the Exhibitor's account make good any damage inflicted.

19 Insurance and Indemnity

a) Third Party Claims. Except for negligence on the part of the Organiser, the Exhibitor (and not the Organiser, so far as is permitted by law) is responsible for all personal injury or death or damage to property arising in connection with the erection or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, employee, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any Exhibit, machinery, or other article or object of the Exhibitor or in the possession of or use by the Exhibitor or any employee, contractor or agent of his. The Exhibitor will indemnify the Organiser in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims and for the avoidance of doubt, the Organiser shall be under no obligation to make any refund or repay any payment already made by the Exhibitor to the Organiser.

b) Exhibitors’ Staff etc. and Exhibits at the Exhibition. Except for negligence on the part of the Organiser, the Organiser shall not (so far as is permitted by law) be responsible in any way for personal injury or death to the Exhibitor or his contractors, sub-contractors, employees, agents, invitees or licensees howsoever caused nor for the loss of or damage to Exhibits or to other property of the Exhibitor, its contractors, sub-contractors, employees, agents, invitees or licensees howsoever
caused and the Exhibitor shall bear the sole risk in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims.

c) Exhibitors to insure themselves against abandonment, cancellation etc. of the Exhibition. Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, curtailed, cancelled or suspended in whole or in part for causes not within the Organiser’s control or for the failure or inability of the Exhibitor (including its contractors, sub-contractors, employees, agents, invitees and/or licensees) to attend all or part of the Exhibition, since the Organiser accepts no liability in any such eventuality. The Exhibitor must ensure that any Co-exhibitor is aware of the provisions of this clause 19.

d) Product Liability Insurance

Exhibitors are advised to insure against claims arising out of bodily injury and/or property damage caused by the display and/or demonstrations of their products in whatever form or for whatever reason.

e) Certificates

An Exhibitor shall produce to the Organiser on demand certificates of insurance required by an Exhibitor to be taken out pursuant to these Terms.

f) Indemnity

The Exhibitor shall indemnify and keep the Organiser indemnified against all losses, damages, costs, charges and expenses whatsoever (including contingent, indirect or consequential loss of profit) arising from or in consequence of:

(i) any breach by the Exhibitor of any of the terms and conditions of this Contract;
(ii) any loss suffered by the Organiser as a result of default or negligence by the Exhibitor; and
(iii) any liability to or claim by any third party including the employees, contractors, agents or invitees of the Exhibitor arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of this Contract.

20 Limitation of Organiser’s Liability

For the avoidance of doubt, the provisions of this Clause shall be without prejudice to and additional to the other terms and conditions of the contract.

a) If by reason of or in consequence of any Act of God, war, riots, insurrection or civil commotion, terrorism, cyber terrorism, nuclear, chemical or biological contamination, sonic boom, outbreaks of infectious or contagious diseases, illnesses or epidemics, governmental regulations, legal restrictions, national and international embargoes, strikes, labour disputes, fire, flood, tempest, cancellation or curtailment of transport to and from the Exhibition (including but not limited to air travel) failure or neglect of anybody or authority to supply electricity, power, gas or water, default of any supplier or subcontractor, requisition of the Exhibition hall by any national or local authority or any threat thereof or any other cause beyond the control of the Organiser (including the Landlord’s failing to make the Exhibition Halls available for force majeure reasons), the Exhibition is cancelled, postponed, abandoned, interrupted or prematurely concluded, or held on a reduced scale or at another venue, or the Exhibitor (including its contractors, sub-contractors, servants, officers, representatives, agents, invitees and/or licensees) is unable to attend or fails to attend all or part of the Exhibition, the Organiser shall be under no liability to the Exhibitor whatsoever including for any non-performance, delay in performance or any other loss, damage, claim, cost or expense (including any indirect or consequential loss) suffered by the Exhibitor or any other party.

b) Except in the case of death or personal injury and except for gross negligence on the part of the Organiser,
(i) the Organiser shall not be liable for any loss or damage, (including contingent, consequential or indirect loss or damage), cost, charge or other expense or liability arising directly or indirectly from any negligence or breach of the Contract which exceeds the amount payable by the Exhibitor under the Contract.

(ii) any claim brought against the Organiser must be notified to the Organiser in writing within 6 months of the close of IBC2020.

21 Copyrights and Patents

a) The Organiser will not be liable for any loss or damage the Exhibitor, their employees, contractors or agents may sustain in respect of the infringement of any of their copyrights arising out of his participation in the Exhibition. The Exhibitor is strongly advised, where applicable, to consider making a formal application for the grant of a patent or the registration of a design as the case may be.

b) Any item of equipment (including technical equipment) furniture and/or other items brought into the Exhibition by the Exhibitor may be subject to confiscation or other action by local authority, third parties or other bodies if those items breach local law or breach the intellectual property, rights of third parties or otherwise (including local Dutch laws). In such a case, third parties may have a legal right under Dutch law to enter the Exhibition and to confiscate such items and/or to bring claims against the Exhibitor for breach of its rights and the Exhibitor acknowledges that IBC is neither able to prevent the entry to the Exhibition of such individuals nor to prevent or delay such confiscation or removal. In such cases, IBC will not be responsible in any way to the Exhibitor and the Exhibitor shall indemnify the Organiser for any loss, demand, cost or expense it may suffer as a result of any such breach (actual or alleged) on the part of the Exhibitor, any Co-exhibitor etc.

22 Rights of the Organiser and the Landlords

The Organiser and the Landlords and those authorised by them respectively have the right to enter the Exhibition premises and the Exhibitor’s stand in particular at any time to execute work, repairs and alterations or for any other purposes. No compensation will be payable to an Exhibitor for damages, loss, costs, charges or other inconvenience so caused.

23 Security

a) The Exhibitor shall (before, during and after the Exhibition) remain responsible at all times for the Exhibitor’s property and belongings. The Organiser cannot be held responsible for loss or damage to Exhibitors’ or others property at any time. Although a twenty-four hour security service will be in operation throughout the Exhibition, Exhibitors should take all possible precautions to minimise loss or damage to equipment including (if the Exhibitor deems it necessary) providing its own security service to protect the Exhibitor’s property. For the purposes of this clause ‘Exhibitor’s property’ means the property of the Exhibitor and the property of its employees, invitees, agents and contractors.

b) The Exhibitor will strictly comply with all conditions and instructions relating to security matters generally given by the Organiser and/or the Landlords and the Organiser reserves the right at any time to give (whether through itself or the Landlord) the Exhibitor or any Co-exhibitor or contractor or third parties mandatory instructions regarding such matters if the fire brigade, police department or the Landlords or the Organiser itself deem it necessary in the interests of public order and safety.

c) All hired security personnel is required to be ordered through the Amsterdam RAI Exhibitor Services. No external parties are permitted overnight access during build up, show or breakdown.

24 Failure of Service
The Organiser will use its reasonable endeavours to ensure the supply of the services provided by the Amsterdam RAI International Exhibition & Congress Centre and of those suppliers mentioned in the Exhibitors’ Online Manual, but as the supply of such services is not within the full control of the Landlords neither they nor the Organiser shall incur any liability to any Exhibitor for any loss or damage, if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of rental due or paid under the Contract.

25 Space allocation and acceptance of space

The deadline date for space applications to be received and included in the main allocation is 13th October 2019. The Organiser will inform Exhibitors of their allocated Stand Space by the 1st December 2019. If the Exhibitor has any concerns over the allocated Stand Space then written communication must be received in the IBC Office by 1st January 2020 at the latest, after which acceptance will be assumed. The order in which the space allocations are being made is as follows:

a) Exhibitors who apply by 13th October will be allocated space taking into account all requests and requirements listed on their application form. Exhibitors will be informed of their space by 1 December

b) Exhibitors applying for Exhibition space after 13th October 2019 will be offered any remaining space. The Organiser shall not be liable to the Exhibitor for any consequences arising from the siting or the surroundings of the Exhibitor’s stand. If the Exhibitor has any concerns over the allocated Stand Space then written communication must be received in the IBC Office by 1st January 2020 at the latest, after which acceptance will be assumed.

c) Exhibitors applying for space after publication of the floorplan on 1 January will be able to select stand space from the published floorplan and therefore acceptance of stand space is assumed on receipt of allocation.

26 Payments *

a) A 25% deposit becomes due with the application for Exhibition space. For bookings made before 13th October 2019, a 25% deposit invoice will be dispatched on 13th October 2019 and payment must be received (cleared funds) by 12th November 2019. The early-booking discount will be forfeited if payment is not received by this date or any other due date set out in sub-clauses (b) and (c). For bookings made at a later date the deposit of 25% will be payable (cleared funds) 30 days after the date of invoice, except for after 13th March 2020 when a 75% charge of the space rental will be issued and after 13th June 2020, when an invoice will be issued for 100% of the space rental charge, payable as indicated in sub-clause (c) below. Please note that you will be responsible for paying a 25% deposit based on your initial space application. Any subsequent changes to your space application will be adjusted by the second instalment invoice issued on 13th March 2020. However, in the event of a material change in space booking, IBC reserves the right, and will at its discretion, issue a revised deposit invoice.

b) For space included in the main allocation, an invoice will be dispatched on 13th March 2020 for the second 50% instalment of the Exhibition Space rental charge, which will be due on 12th April 2020 (cleared funds). If the payment has not been received by the due date, the allocated Exhibition space will become void and may be made available to other Exhibitors.

c) An invoice for the final 25% instalment of Exhibition space rental charge will be dispatched on 13th June 2020 and will be due (cleared funds) by 12th July 2020, failing which the allocated Exhibition space will become void and may be made available to other Exhibitors. Exhibitors booking after 13th June 2020 will be required to pay 100% of the Exhibition space rental charge within 30 days of the invoice date. For bookings made after 13th July 2020, 100% of the space rental charge will be due immediately. Please note that all invoices issued after 13th June 2020 will be 100% invoices.

d) If all previous payments (together with the final payment) have been made by the due date, a 2.5% Settlement Discount will apply to the total space charge.
e) The Organiser reserves the right to charge interest at the annual rate of 8% over the base rate of HSBC Bank from time to time to any account outstanding after a due date for payment. In addition, the Organiser will charge up to £100 for debt recovery costs on late payments and any reasonable compensation costs incurred, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

f) Please note that if you require a Purchase Order number to be quoted on your IBC invoice, the relevant PO number should be entered in the appropriate box on the application for space. If this is not possible, the PO number must be provided to the IBC Finance Department without undue delay. IBC cannot subsequently reissue invoices to display PO numbers if this procedure is not followed.

g) The Organiser will only provide an e-Invoice (in the form of a PDF) if requested. The Organiser will not be responsible for uploading information or incurring any such costs associated with an Exhibitors Invoicing portal.

h) The Organiser reserves the right in its discretion to set off any sums owing from the Exhibitor against any amount owed or owing by the Organiser to the Exhibitor.

i) Important note to US Exhibitors:

All fees payable to IBC in respect of IBC2020 relate solely to services performed in the Netherlands and is not US source Income. Consequently, IBC cannot complete forms W-8BEN or any other similar IRS forms.

27 Default on Payments

The Organiser reserves the right in its entire discretion to cancel any reservation of space in the event of an Exhibitor not having paid all due rental payments (including any interest due thereon hereunder) and/or any other monies due from the Exhibitor to the Organiser (and/or its contractors). If Exhibitors are in debt with IBC and/or its Contractors at the start of the build-up, they may be refused access to the Exhibition venue. For the avoidance of doubt, the Exhibitor will not be entitled to any refund or other compensation in such circumstances.

28 Discount for IABM members

Exhibitors who are paid up members of the IABM on 1st May 2020 will get a 5% discount on the first 50 square meters of Stand Space. There will be no further discount for space above 50 square metres. The discount scheme applies to Space Only as well as to Shell Scheme, Outside Exhibits, Meeting Suites space and is subject to payments being made within the deadlines as set in clause 26 of these Terms.

29 Reduction or Cancellation of Stand Space

If the Contract is cancelled before the 1st March 2020, 5% of the total Exhibition space rental charge is forfeited by way of liquidated damages. Cancellations of allocated stands and reductions in Stand Space contracted for must be immediately notified to the Organiser in writing. A reduction in Stand Space or subsequent re-booking after the original contract is cancelled shall be treated as a pro rata cancellation. After 1st March 2020, the following percentages of accepted Stand Space rental cost will be charged (by way of liquidated damages) depending on the date when written notice of the cancellation is received:

a) before 1st May 2020: 25%

b) from 2nd May 2020 until 5th June 2020: 50%
c) from 6th June 2020 until 9th July 2020: 75%

d) from 10th July 2020: 100%

The Exhibitor agrees that any sums payable in respect of cancellation are genuine pre-estimates of the loss and/or expense the Organiser may suffer in the event of such cancellation.

30 Stand Space Not Occupied

Every Exhibitor shall occupy the full Stand Space area booked by them. Should an Exhibitor fail to take up the Stand Space allocated to him, the Organiser reserves the right to deal with the Stand Space so unoccupied as they think fit.

31 Value Added Tax

VAT is generally not applicable to Exhibition related services. Please note however that EU based Companies must provide the Organiser with their VAT number otherwise Dutch VAT (currently 21%) will be chargeable. Also, in the case of UK based companies, the Organiser is obliged to charge UK VAT (currently 20%). Please also note that whilst every effort has been made to ensure the accuracy of these VAT arrangements, the Organiser cannot be held responsible for any changes or alterations that may be made which are beyond their control.

32 Costs Incurred by Exhibitor

a) For the avoidance of doubt, all costs incurred by the Exhibitor are for the account of the Exhibitor and will be settled promptly including but not limited to fees and other costs related to permits, including copyright contributions to BUMA/STEMRA and SENA;

b) The Organiser reserves the right to charge the Exhibitor additional charges for any extra facilities made available to the Exhibitor by the Organiser and/or the Landlord. The Exhibitor shall indemnify the Organiser against all such costs incurred.

33 Termination of the Contract

Should (a) an Exhibitor, being an individual or firm, become bankrupt or make any arrangements with his or their creditors or, being a limited company, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or have a Receiver appointed; or

(a) an Exhibitor breach any provision of these Terms; or

(b) an Exhibitor fail to pay any money due on the due date; or

(c) the Organiser have cause to believe that the financial standing of the Exhibitor has materially deteriorated in circumstances where the Organiser believes the ability of the Exhibitor to meet upcoming payments or fulfil their obligations to the Organiser is in jeopardy; then the Contract with such an Exhibitor shall at the Organiser’s election terminate forthwith, save that all rental paid shall be forfeited and the balance of the whole of the sum payable under the Contract shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organiser against the Exhibitor in respect of any prior breach.

34 Verbal Agreements

Any verbal agreements concerning any aspect of the Contract or the Exhibition are not valid unless confirmed in writing by all parties.
35 **Discretion of the Organiser**

Any decision or opinion which is made or given by the Organiser in connection with these Terms shall be made or given in the Organiser’s entire discretion and shall be final and binding in the absence of manifest error.

36 **General Lien**

All Exhibits are subject to a general lien in favour of the Organiser for all sums, whether for unpaid rental or otherwise, due from an Exhibitor to the Organiser and the Organiser shall have the right to exercise any such lien by sale.

37 **Interpretation of Terms and Conditions in Translation**

In the event of any dispute as to the interpretation of these Terms as a result of their translation into a foreign language, the English version shall be taken as authentic.

38 **Confidentiality**

The Exhibitor shall during and after termination or expiry of the Contract keep confidential all information acquired from the Organiser, which is not in the public domain, which becomes known to the Exhibitor in connection with the Contract.

39 **Assignment**

The Exhibitor shall not assign the Contract.

40 **General**

a) If any of the provisions set out in these Terms shall be found by a court to be void and/or unenforceable but would be valid and/or enforceable if some part thereof were deleted or the duration, extent or application altered or reduced, such provision shall apply with any such modification as may be necessary to make it valid and effective.

b) The Exhibitor must inform the Organiser as soon as reasonably practicable and no later than 21 days before the start of the Exhibition about the expected arrival of special guests (including without limitation government ministers or other dignitaries), for what the Exhibitor must make suitable safety and other measures at its own cost in consultation with the Organiser.

c) The Organiser shall be entitled to use the name and any relevant logo of the Exhibitor (or any Co-exhibitor) in connection with the Exhibition, (or any future Exhibition or related activity), in any promotional literature or media, or for any other reasonable use (and shall procure that any Co-exhibitor grants) any such licence as may be required to give effect to the use by the Organiser.

d) For the avoidance of doubt, the Exhibitor has no right to use the IBC name (in full or in abbreviated form) or logo in any form without the prior written consent of the Organiser.

e) Each right or remedy of the Organiser under the Contract is without prejudice to any other right or remedy of the Organiser whether under the Contract or otherwise.

f) Failure or delay by the Organiser in enforcing or partially enforcing any provision of the Contract shall not be considered as a waiver of any of its rights under the Contract.

 g) Any waiver by the Organiser of any breach by the Exhibitor or any default of the Exhibitor shall not be deemed a waiver of a subsequent breach or default.
41 Third Party Rights

For the avoidance of doubt:

a) the parties hereto may by agreement rescind or vary this Contract without the consent of any third party.

b) no party may unilaterally rescind this Contract other than in accordance with its terms.

c) No party other than the Exhibitor or Organiser may enforce any rights under this Contract.

42 Jurisdiction

These Terms are governed by English Law. The parties submit to the exclusive jurisdiction of the English courts.
IBC365 & IBC2020 Sponsorship Terms & Conditions

1. Definitions:

Applicable Laws: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties’ rights or the performance of their obligations.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commercial Rights: any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

Designation: the designation “Official Sponsor of IBC 2020”.

Event: IBC 2020, which is to take place between 11-15 September 2020 at the Venue (also referred to as the Physical Event). IBC365 will be referred to as the Event for a period as stated in the contract.

Event Marks: IBC’s Marks and the Designation used singularly or collectively in association with the Event.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation natural disasters, terrorist attacks, fire, explosion or accident, industrial action, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IBC’s Marks: the trademarks to be used for all promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of IBC that are to be used in connection with the Event.

Sponsor’s Marks: the trademark, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor.

Sponsor’s Event Materials: any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor or the Sponsor’s products with the Event, or which incorporate or are distributed in association with the Event Marks including any such Sponsor’s products. Sponsorship Fee: the sums set out and payable in accordance with the covering page of this Contract.

Territory: Worldwide.
VAT: value added tax chargeable under the Value Added Tax Act 1994 (currently 20%) for UK based companies. For EU based companies with a valid VAT number, VAT is charged under the reverse charge rule, under which VAT will not be charged on invoice but VAT will have to be accounted for at the applicable local rate in the Sponsor’s records. For EU based companies without a valid VAT number, NL VAT will be charged (currently 21%). For companies based outside the EU, the invoice will be treated as zero rated.

Venue: means the premises where the Event is to take place, which are situated at the RAI Exhibition Centre in Amsterdam OR the IBC 365 Online Community Platform.

1 Grant of rights and reservations

1.1 IBC grants and the Sponsor accepts a licence to use the Event Marks on the Sponsor’s products and in advertising for the Sponsor’s products during the Term, for the Territory and in accordance with the terms and conditions set out in this Contract.

1.2 All rights not expressly granted to the Sponsor under this Contract are reserved to IBC. The Sponsor acknowledges and agrees that IBC is the owner or controller of the Commercial Rights and of all rights in the Event Marks IBC shall be entitled to enter into any sponsorship arrangement with any third party. The Sponsor agrees that IBC shall not be, nor considered to be, nor deemed to be, in breach of any provision of this Contract as a result of entering into that arrangement.

1.3 The Sponsor grants and IBC accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor’s Marks during the Term and in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.

2 Obligations of the Sponsor

2.1 The Sponsor undertakes to IBC:

(a) to exercise the sponsorship rights strictly in accordance with the terms of this Contract and to use the Event Marks and other branding materials provided by IBC in accordance with the relevant guidelines;

(b) to apply any legal notices as required by IBC or as set out in the relevant guidelines on all Sponsor’s Event Materials;

(c) to ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor’s Event Materials shall comply with all Applicable Laws and the highest standards of business ethics, in particular those relating to child or prison labour;

(d) to immediately at the written request of IBC and at its sole cost, withdraw from circulation any Sponsor’s Event Materials which do not comply with clause 2.1(a) to clause 2.1(c);

(e) to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this Contract;

(f) not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trademark for any goods or services;

(g) not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this Contract;

(h) not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
(i) to provide all reasonable assistance to IBC in relation to IBC’s exploitation of the Commercial Rights; and

(ii) to hold any additional goodwill generated by the Sponsor for the Event Marks as bare trustee for IBC and to assign the same to IBC at any time on request and in any event following termination of this Contract.

2.2 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the sponsorship rights, without IBC’s prior written consent and the Sponsor shall not engage in joint promotions with any third party in relation to the Event without IBC’s prior written consent.

2.3 All amounts payable to IBC under this Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Sponsor.

2.4 An invoice for the total Sponsorship Fee will be issued and is due within 30 days of the date of the invoice. If the Sponsorship Fee relates to the Physical Event and the invoice date is after the 31st May 2020 the payment is then due on immediate receipt of invoice. IBC reserves the right to charge interest at the annual rate of 8% over the base rate of HSBC Bank from time to time to any account outstanding after a due date for payment. In addition, IBC will charge up to £100 for debt recovery costs on late payments and any reasonable compensation costs incurred, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

2.5 Failure of the Sponsor to pay the Sponsorship Fee by the due date above will constitute a material breach of this Contract. In such circumstances, the Sponsor has 7 days after receipt of a written notice from IBC to pay the entirety of the Sponsorship Fee failing which IBC reserves the right to treat this Contract as cancelled by the Sponsor and charge the Cancellation Charges; and withdraw the promotional sponsorship services which are the subject of this Contract and offer these services to another potential sponsor.

2.6 Please note that if you require a Purchase Order number to be quoted on your IBC invoice, the relevant PO number should be entered in the appropriate box on the Contract. If this is not possible, the PO number must be provided to the IBC Finance Department without undue delay. IBC cannot subsequently reissue invoices to display PO numbers if this procedure is not followed.

2.7 IBC will only provide an e-Invoice (in the form of a PDF) if requested. IBC will not be responsible for uploading information or incurring any such costs associated with the Sponsors Invoicing portal.

3 Obligations of IBC

3.1 IBC shall organise and stage the Event at the Venue at its sole cost and expense in accordance with the terms of this Contract.

3.2 IBC confirms that it shall be responsible for arranging the attendance of and payment for all stewards, staff and personnel on public duty employed, engaged or appointed by IBC throughout the Event and the printing and supply of flysheets, posters, programmes, admission tickets, stationery, publicity material and advertisements in local and national press which shall bear the Event Marks.

3.3 IBC confirms that, whenever possible, it will ensure that the Sponsor’s Marks will be present in accordance with this Contract and that the Sponsor’s Marks are incorporated into appropriate promotional, advertising and publicity material.

3.4 IBC shall comply with all Applicable Laws relevant to its performance of this Contract as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and crowd security measures at the Venue.
3.5 IBC accepts that, regardless of the obligations of IBC to promote the Event within the terms of this Contract, the Sponsor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, goodwill and reputation through the Sponsor’s association with the Event on and subject to the terms of this Contract.

4 Warranties

4.1 Each party warrants and undertakes to the other that it has full authority to enter into this Contract and is not bound by any agreement with any third party that adversely affects this Contract.

4.2 The Sponsor warrants that it owns or is solely entitled to use the Sponsor’s Marks and any other material supplied to IBC in relation to this Contract and IBC shall be entitled to see evidence to this effect on request.

5 Indemnities

5.1 In this clause, a reference to an indemnified party shall include that indemnified party’s subsidiaries, and the provisions of this clause shall be for the benefit of the indemnified party and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the indemnified party.

5.2 The Sponsor shall indemnify IBC against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IBC arising out of or in connection with:

(a) any claim made against IBC by a third party for actual or alleged infringement of a third party’s Intellectual Property Rights or moral rights arising out of or in connection with IBC’s use of the Sponsor’s Marks in accordance with this Contract;

(b) any claim made against IBC by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor’s Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by IBC of any use of the Event Marks on the Sponsor’s Event Materials, relates only to the use of the Event Marks and does not amount to approval of any the Sponsor’s Event Materials and shall not affect this right of indemnification.

5.3 IBC shall indemnify the Sponsor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Sponsor arising out of or in connection with any claim made against the Sponsor by a third party for actual or alleged infringement of a third party’s Intellectual Property Rights or moral rights arising out of or in connection with the Sponsor’s use of IBC’s Marks in accordance with this Contract.

5.4 The indemnities in this clause 5. shall apply whether or not the indemnified party has been negligent or at fault.

5.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been where the payment not subject to tax.

6 Limitation of liability
6.1 Nothing in this Contract shall limit or exclude a party’s liability for death or personal injury caused by its negligence (or the negligence of its employees, agents or subcontractors), for fraud or fraudulent misrepresentation, for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or under the indemnities set out in this Contract.

6.2 Subject to clause 6.1, under no circumstances shall a party be liable to the other for loss of revenue or anticipated revenue, savings or anticipated savings, business opportunity, profits or anticipated profits, wasted expenditure or any indirect or consequential losses, whether in contract, tort (including negligence) or otherwise.

6.3 Subject to clause 6.1, IBC’s maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Contract shall be limited to the amount of the Sponsorship Fee paid under or pursuant to this Contract (the Cap).

7 Intellectual Property Rights

7.1 IBC and the Sponsor acknowledge that all rights in the Sponsor/IBC’s Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor/IBC respectively, and, save as expressly provided in clause 1.3, IBC/Sponsor shall not acquire any rights in the Sponsor/IBC’s Marks, nor in any developments or variations of them.

7.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of IBC or jointly by IBC and the Sponsor shall, with the exception of the Sponsor’s Marks, be the sole and exclusive property of IBC and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to IBC on request, whenever that request is made.

8 Insurance

8.1 The Sponsor confirms that it shall arrange a comprehensive insurance policy, at its sole cost, for public liability, loss, theft or damage to the Sponsor’s products or other goods and to cover loss, damage or a claim arising directly or indirectly from the public’s use of the product or services, including those associated with the Sponsor’s Marks.

8.2 IBC confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any exhibitors or attendees.

9 Event cancellation and alternative opportunity

9.1 IBC reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event). IBC shall notify the Sponsor of the cancellation as soon as possible. The parties agree that:

(a) IBC shall not be in breach of this Contract by virtue of that cancellation or abandonment;

(b) on IBC notifying the Sponsor of such cancellation this Contract shall automatically terminate and IBC shall refund any Sponsorship Fee already paid to the Sponsor.

9.2 IBC reserves the right in its entire discretion to offer an alternative promotional opportunity of equal value to the Sponsor should the original opportunity cease to be available.

10 CANCELLATION CHARGES

10.1 Cancellation on or before 31 May 2020 – 50% of the Sponsorship Fee.
10.2 Cancellation after 31 May 2020, including contracts entered into after 31 May 2020 – 100% of the Sponsorship Fee.

11 Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice (by recorded delivery, special delivery or by email) to the other party if:

(a) the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified to do so. However, this period of 15 days will be reduced if IBC calls upon the Sponsor to remedy the breach before the Event begins;

(b) the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of that other party (being a company) or an application is made to appoint an administrator or a notice of intention of this is given or a person becomes entitled to appoint a receiver;

(f) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(g) any warranty given by the other party under this Contract is found to be untrue or misleading.

11.2 If the Sponsor wishes to terminate this Contract under clause 13.1 above, notice of termination must be given in writing by recorded delivery or special delivery or by email to finance@ibc.org or sales@ibc.org in order to be effective.

12 Consequences of termination

12.1 On termination or expiry of this Contract:

(a) the sponsorship rights granted by IBC to the Sponsor under this Contract shall immediately terminate and revert to IBC, save that any licence necessary to enable the Sponsor to exercise the disposal rights shall continue solely for the disposal period;

(b) each party shall promptly return to the other any property of the other within its possession or control;

(c) each party shall pay to the other any sums that are outstanding and to be accounted for under this Contract;

(d) the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 5 (Indemnities), clause 6 (Limitation of liability), clause 9 (Event cancellation and alternative
opportunity), clause 11. (Consequences of termination), clause 12. (Confidentiality) and clause 14 (General).

12.2 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

12.3 Upon termination of this Contract, all monies paid to IBC shall be refunded to the Sponsor after deduction of the relevant Cancellation Charges. Should the amount received by IBC from the Sponsor at the date of receipt of the notice of termination be insufficient to cover the Cancellation Charges, IBC shall allocate monies paid by the Sponsor to the satisfaction of the Cancellation Charges and any balance shall become due and payable within 30 days of receipt of the notice of termination.

13 Confidentiality

13.1 Each party shall keep the other party’s confidential information concerning the terms of this Contract or any information that would be regarded as confidential by a reasonable businessperson, confidential and shall not:

(a) use such confidential information except for the purpose of exercising or performing its rights and obligations under this Contract; or

(b) disclose such confidential information in whole or in part to any third party, except if it becomes generally available to the public, is or becomes available on a non-confidential basis or is required by law, by a court or by a governmental or regulatory authority.

14 General

14.1 No party shall make, or permit any person to make, any public announcement, communication or circular concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) unless required by law or any governmental or regulatory authority or by any court, in which case the party required to make the announcement will promptly notify the other parties of this.

14.2 All sums payable under this Contract are exclusive of any VAT that may be payable by either party.

14.3 All amounts due under this Contract shall be paid by the Sponsor to IBC in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.4 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14.5 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

14.6 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
14.7 This Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

14.8 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.9 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by recorded delivery or special delivery at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email.

14.10 Any notice shall be deemed to have been received:

(a) if delivered by recorded delivery or special delivery, on signature of a delivery receipt; or

(b) if sent by email, upon receipt of the email.

This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.11 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.

15 Partnion

15.1 For products relating to onsite branding and signage fulfilled by IBC’s supplier, Partnion: IBC will file share the agreed sponsorship items to Partnion, who will contact the sponsor by email and inform the sponsor with detailed artwork specification for the booked item(s). Approvals will be completed in two stages: first approval for production must be done before Friday 7th August 2020. Sign off will be done on the webpage or with pdf by email. Any further changes by the sponsor after Friday 7th August 2020 can only be confirmed with written approval from Partnion and may incur additional production charges. The second approval (live sign off) will be done in the week before IBC2020 opens.

15.2 The sponsor will transfer the artwork before Friday 7th August 2020 to Partnion who will cross check and quality check the artwork file(s). If the artwork received from the sponsor is not produced according to specifications or if files can’t be opened then Partnion will inform the sponsor by email within 48 hours. After receiving the correct artwork, within 48 hours Partnion will produce and send the digital proof for each item for final approval by the sponsor. If corrections are required the sponsor must notify Partnion within 48 hours. If after this point new artwork is supplied Partnion will surcharge €85.00 per hour for a second checking process. This process must be completed by Thursday 13th August 2020. The installation schedule for each item will be planned in the detailed personalised webpage. Partnion will advise the sponsor of the date to sign off the installed media item live before the start of IBC2020. Confirmation will be sent before Thursday 10th September 2020 at 16:00.

15.3 Partnion is IBC’s supplier, and reserves the right to charge the sponsor additional costs associated with (A) late submission of artwork; (B) late submission of approvals; (C) remedial work to
artwork that is unsuitable for the media booked; and or (D) approvals of large media items that require physical (wet) colour proofs. The following surcharges will apply:

15.4 Up to Tuesday 25th August 2020 – €85.00 per day that final approval is delayed.

15.5 After Tuesday 25th August 2020 – €125.00 per day plus all additional costs incurred by Partnion per item for overnight/evening and courier services.

15.6 If delays are caused by the sponsor item(s) will be produced and installed before opening of the show on Friday 11th September 2020.

15.7 If the sponsor requires a hardcopy colour proof the sponsor should send a hardcopy reference to Partnion at the address below by recorded delivery before Thursday 6th August 2020. Partnion will communicate transport and production costs of the hardcopy proof upfront to the sponsor. Within 7 working days Partnion will produce a hardcopy proof. If a hardcopy colour reference is not received by Partnion on or before Thursday 6th August 2020 at the address below they will produce the item according to standard colour management settings. Partnion BV, Brinklaan 66, 1404GK Bussum, The Netherlands, Att: IBC colour ref.

15.8 The installation schedule for each item will be planned by Partnion and IBC will advise the sponsor of the date to sign off the installed media item live before the start of IBC2020. The sponsor accepts that in some special circumstances (for example weather conditions at the time of installation) the planned installation can be changed.

15.9 It is the sponsor’s responsibility to check the media onsite and to confirm it is in the agreed position at the RAI and to inform IBC or Partnion of any issues at that agreed time. If the sponsor does not inform Partnion or IBC of any issues during that time neither IBC nor Partnion will be held responsible for any liability pertaining to reproduction / location / orientation issues. If the sponsor wishes changes to be made after the final approval additional reproduction and installation charges will apply.