

Schedule 2 – Sponsorship

This schedule contains additional terms and conditions which apply to sponsorship packages purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

APIL Conference

means the conference, event, congress, meeting, convention, seminar, symposium or forum at which the Exhibition will take place

APIL member

means an individual who possesses a valid, current membership of the Association of Personal Injury Lawyers

Authorities

means the relevant local, county and other public authorities and bodies relevant to the Exhibition

Booking form

means the form which forms part of the Contract which must be completed by the Customer and returned to APIL to purchase a sponsorship package

Conference Marketing Materials

means all marketing materials, product literature, promotional materials and data, advertising and display materials, flyers, and training materials, in each case in whatever form or medium (including but not exclusively audio, visual, digital or print) issued by APIL in connection with the APIL Conference or Exhibition

Conference Merchandise

means the promotional items given to Delegates at the APIL Conference and Exhibition

Conference Pack

Means the documentation issued by APIL to Delegates at the APIL Conference

Conference Sessions

Means the meetings, seminars or forums which take place at the APIL Conference

Delegates

Means the individuals who attend the APIL Conference

Exhibition

Means the trade show, exhibition, exposition, demonstration or manifestation, which is the subject of this Contract

Exhibition Day

Means the opening hours referred to in clause 4 of this Schedule.

Exhibition Date

Means the date(s) set out in the Contract upon which APIL's Conference and Exhibition takes place.

Exhibition Space

Means the space at the Exhibition which is made available to the Exhibitor, its location to be determined by APIL.

Exhibition Stand

Means the Exhibitor's structure used at the Exhibition for displaying details of the Exhibitor's products and services.

Exhibitor

Means the Customer, the person, firm, business or company which agrees to take a stand at the Exhibition

Sponsor

means the person, firm, business or company whose details are specified in the Contract. The Sponsor is also an Exhibitor and all references to 'Exhibitor' within this schedule also apply to the Sponsor.

Sponsor Information Sheet

Means the information sheet produced by APIL in relation to the APIL Conference and Exhibition

Venue

Means the location where the APIL Conference and Exhibition will take place

1 Booking and Payment

- 1.1 The Booking form is an offer to contract. A contract between APIL and the Exhibitor arises only upon and subject to APIL's written acceptance of the Exhibitor's offer.
- 1.2 Subject to clause 4.1, 4.2 and 4.3 of the Main Contract Terms and Conditions, if payment is not received by APIL within the period set out in clause 4.2.1 of the Contract terms and conditions, APIL may allocate the sponsorship package elsewhere without notice to the Customer.
- 1.3 The Sponsor will pay the Price to APIL by the instalments and by the instalment dates set out below:
 - (a) initial deposit of 20 per cent of the Price (which is non-refundable) payable on the date of the Contract and
 - (i) 40 (forty) per cent of the Price 180 days before the Exhibition Date or
 - (ii) 80 (eighty) per cent of the Price 90 days before the Exhibition Date.

2 Cancellation

- 2.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Customer may cancel the Contract, by giving Notice to expire not later than the next instalment date set out in clause 1.2(a) of this Schedule.
- 2.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due by the said next instalment date.

3 Alteration of Exhibition Dates

- 3.1 APIL reserves the right to alter the Exhibition Date as set out in the Contract at any time provided that:
 - (i) any alteration does not result in the Exhibition being moved by more than 12 (twelve) months; and
 - (ii) no alteration is made to the Exhibition Date within 90 days of the first open day of the Exhibition.
- 3.2 In the event of an alteration of the Exhibition Date, APIL may change to the cancellation period set out in clause 2 of this Schedule and the instalments dates for payment set out in the contract and clause 1.2 of this Schedule and will notify the Exhibitor accordingly.

The Exhibition

4 Opening Hours

- 4.1 The Exhibition will be open to visitors daily for the period and during the opening hours stated in the Exhibition Information Sheet.

- 4.2 All dust covers must be removed and stands ready for display purposes by the readiness time stated in the Sponsor Information Sheet on each Exhibition Date. No exhibits shall be removed from their positions until the close of the Exhibition without APIL's permission in writing, nor shall any stand be covered up or closed during the Exhibition before time stated in the Sponsor Information Sheet.
- 4.3 Exhibition stands must be set up and dismantled during the times specified on the Sponsor Information Sheet and at no other times. Entry to set up at other times will be refused by APIL.
- 4.4 The Sponsor shall ensure that the Exhibition Stand is open to view and staffed by competent representatives during the Exhibition hours stated in the Sponsor Information Sheet.

5. Admission to the Exhibition

- 5.1 APIL reserves the right to expel from or refuse to admit to the Exhibition premises any person at any time notwithstanding that person's possession of an official wristband, pass, ticket or badge.
- 5.2 APIL will issue official wristbands, passes, tickets or badges of admission and no other form of admission will be valid.
- 5.3 Wristbands and badges must be worn and visible to APIL staff and passes and tickets must be available for inspection by APIL staff at all times during the Exhibition opening hours.
- 5.4 No Sponsor will be admitted to the Exhibition without producing to APIL staff the Sponsor's wristband, pass, ticket or badge issued by APIL, which reserves the right, at its discretion, to withdraw the wristband, pass, ticket or badge issued to any person if complaints have been received concerning the Sponsor's conduct.

6. Admission to other parts of the APIL Conference

- 6.1 The Sponsor will be admitted to the APIL Conference Sessions upon producing to the APIL staff the Sponsor's wristband, pass, ticket or badge.
- 6.2 Only APIL members may attend APIL's Annual General Meeting and purchase of Sponsorship or an Exhibition Space does not entitle the Sponsor or any persons for whom the Sponsor may be considered responsible in any way whatsoever to attend that meeting.
- 6.3 Sponsor wristbands, passes, tickets or badge entitle Sponsors to a conference pack and APIL conference merchandise.

7. Gangways

It is the responsibility of the Exhibitor to ensure that gangways in front of the allocated stand are kept free from obstruction during the whole of the Exhibition.

8. Conduct of Sponsors and exhibitors

- 8.1 Each Sponsor shall have not more than two persons present within the Exhibition at any time, unless otherwise stated in the Contract.
- 8.2 At least five (5) Business Days before the Exhibition Date, the Sponsor will supply APIL with the names of all persons who will require admission to the Exhibition in order to staff the Sponsor's Stand.
- 8.3 Subject to clauses 9 and 10 of the Contract terms and conditions, the Sponsor and all persons for whom the Sponsor may be considered responsible in any way whatsoever, must conduct themselves at all times in such a manner as shall not be objectionable to any other Exhibitor or Sponsor, Sponsor's or Exhibitor's employee, visitor or APIL and shall not create any disturbance or obstruction. Any person who does not comply with these requirements shall be liable, at the discretion of APIL, to be removed from the Exhibition or APIL Conference and refused re-admission during the period of the Exhibition.

9. Exhibiting

- 9.1 The Contract constitutes a licence to exhibit and not a tenancy. APIL reserves the right at any time to make such alterations in the floor plan of the Exhibition as may in its opinion be necessary in the best interests of the Exhibition as a whole and to alter either or both of the shape and size of the space allotted to the Sponsor. If, as a result, the space allotted to the Sponsor shall be reduced, a proportionate allowance will be made to the Sponsor by adjustment of the Price. No alteration to the space allotted will impose on the Sponsor any greater Price than that undertaken in the Contract.
- 9.2 APIL further reserves the right at any time to substitute for the stand allotted a different stand.
- 9.3 The Sponsor is not permitted to alter the position of the Exhibition Space or Stand within the Exhibition.
- 9.4 The Contract is personal to the Sponsor and may not be assigned, subcontracted or sublet. Neither may the Sponsor, without having first obtained the consent in writing of APIL:
 - 9.4.1 have or display on the stand or at the Exhibition the goods of any other person, firm or company; or
 - 9.4.2 display or permit to be displayed on the stand or at the Exhibition the name or mark of any other person, firm or company or literature or other items relating to the goods or services of any such other person, firm or company.
- 9.5 Each Sponsor will be allocated a space measuring 1.5m by 3 metres. The Sponsor's exhibition stand must not exceed these dimensions.
- 9.6 APIL will provide each Sponsor with a clothed trestle table and two chairs for each exhibition space.

- 9.7 A sponsor who requires an electrical supply to the Exhibition Stand must advise APIL in advance of the Exhibition date. The Sponsor must use its own cables, extension cables and other electrical equipment.
- 9.8 Competitions or the like may be held without the written permission of APIL, but APIL is not liable to inform Delegates of the winners' identities or to deliver prizes won as a result of such competitions.
- 9.9 The provision of alcohol to delegates, exhibitors or any other persons attending the exhibition or APIL conference is not permitted unless the alcohol is contained within sealed bottles which form part of a competition prize. Any prizes which contain alcohol must only be distributed to winners at the end of the Exhibition day.
- 9.10 Details of all food and food products which the Sponsor may display at the Exhibition must be submitted to APIL for approval by APIL and the owner or operator of the Venue at least 30 days before the Exhibition Date. Food hygiene certificates may be required by APIL.

10. Removal of exhibits

- 10.1. Immediately after the Exhibition closes, The Sponsor will be permitted to remove portable exhibits and personal effects from its stand under the supervision of authorised members of its staff. Portable exhibits should be removed that evening to ensure their safety.
- 10.2 The Sponsor, its agents or contractors, are responsible for the complete removal from the Exhibition and outside areas of all goods and materials used by them, together with all rubbish. Should any Sponsor, Exhibitor, agent or contractor fail to remove any exhibit, stand, wires, ropes, or any rubbish within the time stipulated, then the Sponsor shall indemnify APIL in respect of any claim thereby occasioned for failure to give possession of any part of the Exhibition on the due date, and APIL shall be entitled but not obliged to remove such materials as it considers necessary. The Sponsor shall be liable for all loss and costs thereby occasioned. APIL reserves the right to specify the time at which individual stands and exhibits shall be removed. Notwithstanding instructions issued specifically for the Exhibition, the security of exhibits, stands, furniture, etc during removal from the Exhibition is wholly the responsibility of the Sponsor, its agent or contractor and APIL will not be responsible for any loss or damage that occurs.

11 Safety Fire precautions

- 11.1 The Sponsor shall observe the following provisions:
- 11.1.1 All display material must be made from fireproofed materials to the satisfaction of the Authorities. Cloth materials used in the decoration of stands must be non-flammable.
- 11.1.2 Explosives or highly flammable substances may not be exhibited or brought into the Exhibition unless agreed in writing by APIL beforehand, but celluloid or articles mainly consisting of that material may be shown in glass showcases or otherwise protected from risk of fire in an approved manner.

- 11.1.3 No naked lights or lamps may be used during the period of the Exhibition or the periods of fitting up and dismantling, except when permission is given in writing by APIL after obtaining the approval of the Authorities and the Venue.
- 11.1.4 Fire Extinguishers are distributed throughout the Venue to meet statutory requirements. If required, the Sponsor must agree to have an Extinguisher in a prominent position on its stand. The Sponsor must ensure that its staff and all persons for whom the Exhibitor may be considered responsible in any way whatsoever are acquainted with the position of the nearest fire alarm station in the Exhibition building.
- 11.1.5 All electrical equipment and appliances in the Exhibition Space must be maintained in a safe condition and must comply with The Electricity at Work Regulations 1989 or any other regulations or legislation which amend or supersede them.
- 11.2 The Sponsor should take all reasonably practicable steps to protect the health, safety and welfare of its employees and other people who might be affected by its activities at the Exhibition and ensure that it complies with all relevant health and safety laws in force during the Exhibition.
- 11.3 If the Sponsor commits a breach of any of the provisions contained in this clause 11 it will be liable for all claims, loss and damage thereby caused and will indemnify APIL in respect thereof.

12. Insurance

- 12.1 The Sponsor is advised to remove valuable items from its Exhibition Stand during the hours when the Exhibition is closed. All goods, packaging included, present at the Venue or Exhibition or the surrounding grounds are at the expense and risk of the Sponsor. APIL is not responsible for insuring such goods.
- 12.2. APIL cannot be held liable for any damages, of whatever nature, incurred as a result of damage to or loss of goods, nor for any damages arising from any other defects in the Exhibition, the Venue or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by APIL.
- 12.3 It is the Sponsor's responsibility to take out and maintain insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:
- (a) insurance of the Sponsor's property;
 - (b) liability for injury sustained by employees or third parties;
 - (c) liability for loss or destruction of or damage to property of the Venue, APIL and any third party; and
 - (d) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond APIL's control.

13. Evening entertainment

- 13.1 Subject to availability, the Sponsor may purchase tickets from APIL for evening entertainment at the Conference in addition to the tickets allocated to the Sponsor in the Contract.
- 13.2 Additional tickets will only be issued by APIL to employees of the Sponsor and each ticket entitles one person to attend the evening entertainment.
- 13.3 APIL reserves the right at its discretion to refuse to sell additional tickets for evening entertainment to the Sponsor.

14. Accommodation

- 14.1 Details of accommodation included within the Price are contained within the Contract and the Sponsor Information Sheet.
- 14.2 Subject to availability, Exhibitors may purchase additional accommodation at the Venue within a period of seven days which expires on the day before the Exhibition Date.
- 14.3 Additional accommodation at the Venue will only be issued by APIL to employees of the Sponsor and only upon payment of the contract Price in full.

15. Marketing

- 15.1 The Sponsor must submit a 250 word business profile to APIL by the date specified by APIL. The business profile will be published in the Conference Pack.
- 15.2 The Sponsor must submit its business logo to APIL within seven days of the date of this Contract. The logo must be transmitted to APIL by electronic means in either a JPEG or EPS format.
- 15.3 APIL reserves the right to publish the Sponsor's business profile which has been drafted by APIL's staff where the Sponsor fails to submit its business profile in accordance with 15.1 of this Schedule.
- 15.4 APIL reserves the right to publish its Conference Pack and Conference Marketing Materials with the version of the Sponsor's logo it holds on file or without the Sponsor's logo where the Sponsor fails to submit the logo in accordance with 15.2 of this Schedule.
- 15.5 APIL does not accept responsibility for any omission, misquotations or other errors which may occur in the compilation of the Conference Pack.

16. General

- 16.1 In the event that APIL is notified by the Sponsor of any special dietary requirements, APIL reserves the right to charge an additional price and will notify the Sponsor accordingly.

17. Conflict

- 17.1 If there is a conflict between the terms contained in this Schedule, the Sponsor Information Sheet or the Main Contract Terms and Conditions, this Schedule shall prevail.