

The Main Contract Terms and Conditions

In these terms and conditions The Association of Personal Injury Lawyers (APIL) is called APIL. The other party with whom APIL contracts is called The Customer.

1 Definitions

1.1 In these Conditions the following definitions apply:

Business Day

means a day other than a Saturday, Sunday or bank or public holiday;

Conditions

means APIL's terms and conditions of sale set out in this document;

Contract

means the agreement between APIL and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order and any schedules attached hereto;

Customer

means the person who purchases the Deliverables from APIL and whose details are set out in the Order;

Deliverables

means the Goods or Services or both as the case may be;

Goods

means the goods [and related accessories and documentation] and other physical material set out in the Order [or understood by the parties to be included in the Goods] and to be supplied by APIL to the Customer;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade-marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location

means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;

Main Contract Terms and Conditions

means the terms and conditions contained in this document, excluding the Schedules, numbered 1 to 19 below.

Month

means a calendar month (and "monthly" shall be construed accordingly);

Order

means the Customer's order for the Deliverables in APIL's order form OR in the Customer's order form;

Price

has the meaning given in clause 3.1;

Services

means the services set out in the Order [or understood by the parties to be included in the Services and to be supplied by APIL to the Customer];

Schedules

means the schedules to the Main Contract Terms and Conditions

Specification

means the description or specification of the Deliverables set out or referred to in the Order;

Supplier

means The Association of Personal Injury Lawyers Ltd (APIL) 3, Alder Court, Rennie Hogg Road, Nottingham NG2 1RX; and

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes;
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between APIL and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that APIL otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of APIL.
- 2.4 Each Order by the Customer to APIL shall be an offer to purchase the Deliverables subject to these Conditions.

3 Price

- 3.1 The price for the Deliverables shall be as set out in the Order (Price). No variation in price shall apply unless agreed in writing by APIL.
- 3.2 The Price is exclusive of VAT.
- 3.3 The Customer shall pay any applicable VAT to APIL on receipt of a valid VAT invoice.

4 Payment

- 4.1 APIL shall invoice the Customer for the Deliverables at any time.
- 4.2 The Customer shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 30 (thirty) days of the date of each invoice.

4.3 Time of payment is of the essence.

5 Credit limit

APIL may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Delivery and performance

6.1 The Goods shall be delivered by APIL to the Location specified in the Order. The Services shall be performed by APIL at the Location on the date(s) specified in the Order.

6.2 APIL may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the customer to cancel any other instalment.

6.3 Time is not of the essence in relation to the performance or delivery of the Deliverables. APIL shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.

6.4 APIL shall not be liable for any delay in or failure of performance caused by:
6.4.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with APIL's instructions OR as required for the Deliverables or (iii) provide APIL with adequate instructions for performance or delivery or otherwise relating to the Deliverables;

7 Risk

Risk in the Goods shall pass to the Customer on Delivery.

8 Title

Title to the Goods shall pass to the Customer once APIL has received payment in full and cleared funds for the Goods.

9 Indemnity and insurance

9.1 The Customer shall indemnify, and keep indemnified, APIL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by APIL as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

10 Limitation of liability

10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.

- 10.2 APIL shall not be liable for consequential, indirect or special losses.
- 10.3 Except in the case of death or personal injury arising from APIL's negligence, APIL shall not be liable for any special, indirect, consequential or economic loss (including loss of profit, business, revenue, data, goodwill or anticipated savings) however caused and even if foreseeable. In addition, APIL's aggregate liability under this Contract is limited to the price under this Contract.

11 Intellectual property

All intellectual property rights (including copyright, database right, registered and unregistered designs, patents, trade-marks, trade names, and all other intellectual property wherever in the world enforceable) discovered or created in the course of or as a result of the discharge of APIL's obligations under this Contract shall vest in APIL and be APIL's absolute property.

12 Confidentiality and announcements

- 12.1 The Customer shall keep confidential all Confidential Information of APIL (and of any Affiliate of APIL) and shall only use the same as required to perform the Contract.

13 Termination

- 13.1 APIL may terminate the Contract at any time by giving notice in writing to the Customer if:
- 13.1.1 the Customer commits a breach of the conditions of this Contract;
 - 13.1.2 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 (thirty) days after APIL has given notification that the payment is overdue; or
 - 13.1.3 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 13.2 APIL may terminate the Contract at any time by giving notice in writing to the Customer if
- 13.2.1 the Customer becomes or appears to become insolvent or bankrupt or in any other way unable to meet its commitments under this or any other contract, or
 - 13.2.2 for whatever reason, the Customer brings or may bring bad publicity or bring APIL's reputation into disrepute.
- 13.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of APIL at any time up to the date of termination.

14 Notices

- 14.1 All notices given by a party under these Conditions shall be in writing and be in English, and sent by first class mail. They will be deemed to have reached the party to whom it is addressed on the second business day following the date of posting.
- 14.2 This clause does not apply to notices given in legal proceedings.

- 15 Time**
Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.
- 16 Waiver**
No failure, delay or omission by APIL in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 17 Compliance with law**
The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 18 Conflicts within contract**
If there is a conflict between the terms contained in these Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.
- 19 Governing law**
The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

SCHEDULES

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Schedule 1 – Exhibitions

This schedule contains additional terms and conditions which apply to exhibition packages ('the deliverables') 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 must be completed by the Customer and returned to APIL to book a place at the Exhibition

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 Exhibition takes place

Exhibition Information Sheet

means the information sheet produced by APIL in relation to the Exhibition

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

Venue

means the location where the 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 Contract, if payment is not received by APIL within the period set out in clause 4.2.1 of the Contract, APIL may allocate the deliverables elsewhere without notice to the Customer.

2 Variation or cancellation of an Order

- 2.1 Subject to clause 2 and 13 of the Contract, the Customer may cancel the Contract, by giving Notice to expire not later than the next cancellation date set out in clause 2.2.1 of this schedule below.
- 2.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due subject to the cancellation dates and charges payable by the Customer listed in 2.2.1 of this Schedule below.
- 2.2.1 Cancellation dates and charges retained by APIL or payable forthwith by the Customer:
- (a) Initial deposit 25% non-refundable plus the appropriate cancellation fee set out in 2.2.1 (a) (i) – (ii):
 - (i) 25% of the Price if the Order is cancelled between 90 days and 180 days before the Exhibition Date, or
 - (ii) 75% of the Price if the Order is cancelled less than 90 days before the Exhibition 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 the cancellation dates set out in clause 2 of this Schedule and the instalments and dates for payment set out in the Contract 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 Exhibition Stands ready for display purposes by the readiness time stated in the Exhibition 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 Exhibition Information Sheet.

- 4.3 Exhibition Stands must be set up and dismantled during the times specified on the Exhibition Information Sheet and at no other times. Entry to set up at other times will be refused by APIL.
- 4.4 The Exhibitor shall ensure that the Exhibition Stand is open to view and staffed by competent representatives during the Exhibition hours stated in the Exhibition 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 ticket, pass or badge 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 Exhibitor will be admitted to the Exhibition without producing to APIL staff the Exhibitor'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 Exhibitor's conduct.

6. Admission to other parts of the APIL Conference

- 6.1 The Exhibitor is not permitted to attend the APIL Conference Sessions as a delegate, unless issued with a delegate wristband, pass, ticket or badge.
- 6.2 Only APIL members may attend APIL's Annual General Meeting and purchase of Exhibition Space does not entitle the Exhibitor or any persons for whom the Exhibitor may be considered responsible in any way whatsoever to attend that meeting.
- 6.3 Exhibitor wristbands, passes, tickets or badges do not entitle the Exhibitor to have either a conference pack or conference merchandise unless permitted by APIL in the Contract.

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 exhibitors

- 8.1 The Exhibitor 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 Exhibitor will supply APIL with the names of all persons who will require admission to the Exhibition in order to staff the Exhibitor's Stand.

8.3 Subject to clauses 9 and 10 of the Contract, the Exhibitor and all persons for whom the Exhibitor 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, 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 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 Exhibitor. If, as a result, the Exhibition Space allotted to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Price. No alteration to the Exhibition space allotted will impose on the Exhibitor any greater Price than that undertaken in the Contract.

9.2 APIL further reserves the right at any time to substitute for the Exhibition Space allotted a different Exhibition Space.

9.3 The Exhibitor is not permitted to alter the position of the Exhibition Space or Stand within the Exhibition.

9.4 The Contract is personal to the Exhibitor and may not be assigned, subcontracted or sublet. Neither may the Exhibitor, 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 Exhibitor will be allocated an Exhibition Space measuring 1.5m by 3 metres. The Exhibitor's stand must not exceed these dimensions.

9.6 APIL will provide each Exhibitor with a clothed trestle table and two chairs for each exhibition space.

9.7 An Exhibitor who requires an electrical supply to the Exhibition Stand must advise APIL in advance of the Exhibition date. The Exhibitor 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 Exhibitor 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 Exhibitor 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 Exhibitor, 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 Exhibitor, agent or contractor fail to remove any exhibit, stand, wires, ropes, or any rubbish within the time stipulated, then the Exhibitor 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 Exhibitor 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 Exhibitor, its agent or contractor and APIL will not be responsible for any loss or damage that occurs.

11 Safety and Fire precautions

- 11.1 The Exhibitor 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. The Exhibitor 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 and fire exit 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 Exhibitor 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 Exhibitor 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 Exhibitor 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 Exhibitor. 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 Exhibitor'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 Exhibitor'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 Exhibitor may purchase tickets from APIL for evening entertainment at the Conference in addition to the tickets allocated to the Exhibitor in the Contract.
- 13.2 Additional tickets will only be issued by APIL to employees of the Exhibitor 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 Exhibitor.

14. Accommodation

- 14.1 Details of accommodation included within the Price are contained within the Booking Form.
- 14.2 Additional accommodation at the Venue is not available as part of this contract.

15. Marketing

- 15.1 The Exhibitor 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 APIL reserves the right to publish the Exhibitor's business profile which has been drafted by APIL's staff where the Exhibitor fails to submit its business profile in accordance with 15.1 of this Schedule.
- 15.3 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 Exhibitor of any special dietary requirements, APIL reserves the right to charge an additional price and will notify the Exhibitor accordingly.

17. Conflict

- 17.1 If there is a conflict between the terms contained in this Schedule and the terms of the Exhibition Information Sheet or the Contract terms and conditions, this Schedule shall prevail.

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.

Schedule 3 – Charity golf day

This schedule contains additional terms and conditions which apply to APIL's Charity Golf Day purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Date

means the date on which the Golf Day will take place

Golf Day

means the golfing event, organised by APIL

Golf Team

means a group of four individuals who play golf together at the Golf Day

Individual booking

means a place on the golf day which has been booked for one person

Team Booking

means a group of four persons who have booked places on the Golf Day as a Golf Team.

Venue

means the location where the Golf Day will take place

1 Payment

- 1.1 Payment of the Price in full must be received by APIL with the Booking Form.

2 Variation or 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 90 days before the date of the Golf Day.
- 2.2 APIL shall be entitled to retain 25% of the Price if the Contract is cancelled in accordance clause 2.1 of this Schedule.
- 2.3 APIL shall be entitled to retain 100% of the Price if the contract is cancelled less than 90 days before the date of the Golf Day

3 Alteration of Golf Day Date

- 3.1 APIL reserves the right to alter the Date of the Golf Day as set out in the Contract at any time.
- 3.2 In the event of an alteration of the Date of the Golf Day, APIL will notify the Customer accordingly.
- 3.3 APIL reserves the right to cancel the Golf Day at any time.
- 3.4 In the event that APIL cancels the Golf Day, APIL will notify the Customer accordingly and refund to the Customer the full Price paid.

4. General

- 4.1 Where the Customer has made an Individual Booking, APIL will allocate the Customer to a Golf Team. APIL's decision on allocation is final.

- 4.2 In the event that APIL is notified by the customer of special dietary requirements for the Golf Day, APIL reserves the right to charge an additional price and will notify the Customer accordingly.

Schedule 4 – APIL training courses and one-day conferences

This schedule contains additional terms and conditions which apply to APIL's training courses and one-day conferences ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Booking form

means the form which must be completed by the Customer and returned to APIL to book a place at the Event

Event Pack

means the materials and documentation issued by APIL to Delegates at the Event

Delegates

means the individuals who attend the Event

Event

means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

PDF Version

means any document made available in a "static format" digital issue

Trainer

means the individual who delivers the Event on behalf of APIL

Venue

means the location where the Event will take place.

1. Payment

- 1.1 The price for the Event is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the event.
- 1.3 Notice of special dietary requirements should be given in writing to APIL before the Event takes place and APIL reserves the right to charge an additional price and will notify the Customer accordingly.

2. Cancellation and variation by APIL

- 2.1 APIL reserves the right to vary the Venue of the Event.
- 2.2 APIL reserves the right to cancel the Event. In the event of cancellation APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.3 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

2.4 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the event or venue in accordance with clauses 2.1, 2.2 or 2.3 of this Schedule.

3. Cancellation, Transfers and Substitutions by the customer

3.1 Subject to clause 3.8 of this Schedule notice of cancellation of this contract must be made in writing to APIL and be received by APIL at least 11 (eleven) Business Days before the Event date.

3.2 No refund of the Price will be given where the Customer cancels the contract 10 (ten) Business Days or fewer before the Event date.

3.3 No refund of the Price will be given where the Customer fails to attend the Event.

3.4 Where the Customer is unable to attend the Event, APIL will accept a substitute delegate at no extra charge provided the substitute delegate is an APIL member.

3.5 Where the substitute delegate is not an APIL member, payment of the difference between the APIL delegate fee and non-member delegate fee must be received by APIL prior to the Event date.

3.6 Subject to clauses 3.7 and 3.8 of this Schedule notice of a request to transfer the Customer to an alternative Event must be made in writing and received by APIL at least 11 (eleven) Business Days before the Event date which is the subject of this Contract.

3.7 APIL reserves the right to refuse the Customer's request to transfer to an alternative Event.

3.8 Where the Customer cancels the contract in accordance with clause 3.1 of this Schedule or is transferred to an alternative Event following notice given in accordance with clause 3.6 of this Schedule, the Customer will be liable to pay a cancellation fee of £25.00 plus VAT.

4 General

4.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.

4.2 The Event Pack will be distributed to delegates on the Event date. A PDF Version of the Event Pack will be distributed either before or after the Event Date.

4.3 In the event that APIL is notified by the customer of special dietary requirements for the Event, APIL reserves the right to charge an additional price and will notify the Customer accordingly.

5. Behaviour

5.1 APIL reserves the right to remove any delegate from an Event whose behaviour is deemed inappropriate by APIL or its trainers. Behaviour deemed inappropriate includes, but is not limited to: anything that could be interpreted as self-publicity,

advertising, selling or soliciting; drunkenness or any unlawful conduct. In these circumstances, APIL will neither refund the Price nor reimburse any other costs.

6. Force Majeure

- 6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. Conflict

- 7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.

Schedule 5 – APIL residential conferences

This schedule contains additional terms and conditions which apply to APIL's residential conference ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

APIL Annual Conference

means the conference, event, congress, meeting, convention, seminar, symposium or forum which takes place once a year, and which includes APIL's Annual General Meeting

APIL Member

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

APIL website

means the website at *www.apil.org.uk*

Booking Form

means the form which must be completed by the Customer and returned to APIL to book a place at the Event

Event Pack

means the materials and documentation issued by APIL to Delegates at the Event

Delegates

means the individuals who attend the Event

Event

Means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

Optional Extras

means evening dinner and accommodation on the date immediately before the Event date

PDF Version

means any document made available in a "static format" digital issue

Residential Conference

means an Event, congress, meeting, convention, seminar, symposium or forum which is of two or more consecutive days in duration

Trainer

means an individual who delivers a seminar, meeting, conference, symposium or forum at the Event on behalf of APIL

Venue

means the location where the Event will take place

1. Payment

- 1.1 The price for the Event is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the event in accordance with clause 4 of the Main Contract Terms and Conditions.

1.3 Notice of special dietary requirements should be given in writing to APIL before the Event takes place and APIL reserves the right to charge an additional price and will notify the Customer accordingly.

2. Eligibility to attend APIL Residential Conferences

2.1 Attendance at APIL Residential Conferences and Annual Conference is subject to the restrictions set out in 2.2 and 2.3 below.

2.2 APIL Annual Conference

2.2.1 The Customer must be an APIL member to be eligible to attend the APIL Annual Conference.

2.3 All other APIL Residential Conferences

2.3.1 Subject to 2.2.1 of this Schedule the Customer must be an APIL Member or be a person who fits one or more of the membership categories stated on the APIL Website, to be eligible to attend all other APIL Residential Conferences.

3. Cancellation and variation by APIL

3.1 APIL reserves the right to vary the Venue of the Event.

3.2 APIL reserves the right to cancel the Event. In the event of cancellation APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

3.3 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

3.4 APIL reserves the right to cancel this Contract if the Customer is not eligible to attend the Event in accordance with clause 2 of this Schedule.

3.5 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the Event or Venue in accordance with clauses 3.1, 3.2, 3.3 or 3.4 of this Schedule.

4. Cancellation, Transfers and Substitutions by the customer

4.1 Notice of cancellation of this contract must be made in writing to APIL and be received by APIL at least 20 (twenty) Business Days before the Event date.

4.2 No refund of the Price will be given where the Customer cancels the contract 19 (nineteen) Business Days or fewer before the Event date.

4.3 Where the Customer cancels the contract at least 20 (twenty) Business Days before the Event date, the Customer will be liable to pay a cancellation fee of £50.00 plus VAT.

4.4 No refund of the Price will be given where the Customer fails to attend the Event.

4.5 Where the Customer is unable to attend the Event, APIL will accept a substitute delegate provided the substitute delegate is eligible to attend the Event in

accordance with clause 2 of this Schedule and the Customer will be liable to pay an administration fee of £50 plus VAT.

- 4.6 Where the substitute delegate is not an APIL member but is a person who fits one or more of the membership categories stated on the APIL Website, payment of the difference between the APIL delegate fee and non-member delegate fee must be received by APIL prior to the Event date.
- 4.7 Notice of cancellation of any Optional Extras provided for in the Contract must be made in writing to APIL and be received by APIL at least 20 (twenty) Business Days before the Event date.
- 4.8 Where either a substitute delegate is accepted in accordance with clause 4.5 and 4.6 of this Schedule or a Notice is received in accordance with clause 4.7 of this Schedule an administration fee of £50 plus VAT must be paid by the Customer and received by APIL prior to the Event Date.

5 General

- 5.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.
- 5.2 The Event Pack will be distributed to delegates on the Event date. A PDF Version of the Event Pack will be distributed either before or after the Event Date.

6. Force Majeure

- 6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. Conflict

- 7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.

Schedule 6 – APIL webinars

This schedule contains additional terms and conditions which apply to an APIL online training event ('the webinar') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Booking form

means the form which must be completed by the Customer and returned to APIL to book a place at the Webinar

Delegate

means the individual who views and/or listens to the Webinar

Webinar Date

means the date(s) set out in the Contract upon which the Webinar takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

Trainer

means an individual who delivers a seminar, meeting, conference, symposium or forum at the Webinar on behalf of APIL

Webinar

means the seminar, meeting, conference, symposium or forum transmitted online by APIL either live or in a pre-recorded form.

1. Payment

- 1.1 The price for the Webinar is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the Webinar.

2. Cancellation and variation by APIL

- 2.1 APIL reserves the right to cancel the Webinar. In the event of cancellation APIL will invite the Customer to attend an equivalent Webinar, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.2 APIL reserves the right to arrange an alternative date for the Webinar. In such an event APIL will invite the Customer to attend an equivalent webinar, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.3 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the Webinar in accordance with clause 2.1 or 2.2 of this Schedule.

3. Cancellation, Transfers and Substitutions by the customer

- 3.1 No refund of the Price will be given where the Customer cancels this contract before the Webinar Date.

3.2 No refund of the Price will be given where the Customer fails to view and/or listen to the Webinar.

3.3 Where the Customer is unable to attend the Webinar, APIL will accept a substitute delegate provided the substitute delegate is an APIL member.

4 General

4.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APIL, its Trainers or others identified within the Event Pack.

5. Force Majeure

5.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

6. Conflict

6.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.

Schedule 7 – APIL in-house training courses

This schedule contains additional terms and conditions which apply to an APIL in-house training course ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Booking form

means the form which must be completed by the Customer and returned to APIL to book an Event which forms part of the Contract

Equipment

means laptops, projectors, flip charts, pens, paper, wifi connection, and any other items stipulated in the In-House Training Requirements document

Event Pack

means the materials and documentation issued by APIL to Delegates for the Event

Delegates

means the individuals who are members of the Customer's staff, partners or directors of the Customer firm or other individuals who are otherwise employed by the Customer who attend the Event

Delivery Fee

means the sum charged by APIL for the presentation of the Event on the Event Date

Development Fee

means the sum charged by APIL for tailoring the Event to the Customer's specific requirements

Event

means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

In-House Training Requirements document

means the document which itemises APIL's requirements at the Event

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and confidential information

Trainer

means the individual who delivers the Event on behalf of APIL

Venue

means the location where the Event will take place

1. Payment

1.1 The Price for the Event is stated on APIL's booking form.

1.2 The Price includes:

- (a) Delivery fee
- (b) Trainer expenses
- (c) 24 sets of Delegate Event Packs.
In the event that the Customer requires more than 24 sets of Event Packs, APIL reserves the right to charge the sum of £10 plus VAT for each additional Event Pack.
- (d) Courier fees.

1.3 The Customer may also be liable to pay a Development Fee, such fee to be agreed in writing between APIL and the Customer, which will be payable in addition to the Price referred to in 1.1 and 1.2 of this Schedule.

1.4 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in accordance with clause 4 of the Main Contract Terms and Conditions.

2. Cancellation and variation by APIL

2.1 APIL reserves the right to cancel the Event. In the event of cancellation by APIL the Customer will be entitled to a full refund of the Price.

2.2 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

2.3 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the event in accordance with clause 2.1 or 2.2 of this Schedule.

3. Cancellation by the customer

3.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Customer may cancel the Contract, by giving written Notice to be received by APIL not later than the next cancellation date set out in 3.2.1 of this Schedule below.

3.2 In the event of cancellation by the Customer in accordance with 3.1 of this Schedule APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due subject to the cancellation dates and charges listed in 3.2.1 below.

3.2.1 Cancellation dates and charges payable by the Customer

- (a) Initial deposit 25% of the Price which is non-refundable plus the appropriate cancellation fee set out in 3.2.1 (a) (i) – (ii):
 - (i) The Development Fee if the Contract is cancelled between thirty days and ninety days before the Event Date
 - (ii) 75% of the Price if the Contract is cancelled less than thirty days before the Event Date.

3.3 Notice of cancellation of this Contract must be made in writing to APIL and be received by APIL on or before the dates indicated in 3.2.1 of this Schedule above.

3.4 APIL will agree to the Customer's request for an alternative Event Date provided that:

- (a) the request is made in writing and received by APIL at least 11 (eleven) Business Days before the Event Date which is the subject of this Contract and
- (b) the Trainer is available to deliver the Event on the alternative Event Date.

4 The Event

4.1 The Customer confirms that Delegates attending the Event are all members of its staff, partners or directors of the Customer firm or other individuals who are otherwise employed by the Customer.

4.2 The Customer confirms that it will provide all necessary Equipment identified in the In-House Training Requirements document.

4.3 The Customer confirms that it will provide refreshments and/or lunch for the trainer and/or delegates as stipulated in the In-House Training Requirements document.

5 General

5.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.

5.2 The Event Pack will be distributed to the Customer before the Event date.

6. Force Majeure

6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

Conflict

7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.

Schedule 8 – APIL consortium courses

This schedule contains additional terms and conditions which apply to an APIL consortium training course ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Booking form

means the form which must be completed by the Customer and returned to APIL to book an Event which forms part of the Contract

Consortium

means a group of firms which have agreed to co-operate with each other to attend the Event

Consortium Requirements document

means the document which itemises APIL's requirements at the Event

Equipment

means laptops, projectors, flip charts, pens, paper, wifi connection, and any other items stipulated in the Consortium Requirements document

Event Pack

means the materials and documentation issued by APIL to Delegates for the Event

Delegates

means the individuals who attend the Event

Delivery Fee

means the sum charged by APIL for the presentation of the Event on the Event Date

Development Fee

means the sum charged by APIL for tailoring the Event to the Customer's specific requirements

Event

means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

Trainer

means the individual who delivers the Event on behalf of APIL.

Venue

means the location where the Event will take place.

1. Booking and Payment

- 1.1 The Booking Form will contain a list of the firms which comprise the Consortium. The first firm listed on the Booking Form will be the Customer which will sign the booking form for and on behalf of the Consortium.
- 1.2 The firms which comprise the Consortium will be jointly and severally liable for the Price.
- 1.3 The price for the Event is stated on APIL's booking form.
- 1.4 The Price includes:
 - (a) Delivery fee

- (b) Trainer expenses
- (c) a minimum of 15 and maximum of 24 sets of Delegate Event Packs.
- (d) Courier fees.

1.5 The Customer may also be liable to pay a Development Fee, such fee to be agreed in writing between APIL and the Customer, which will form part of the Price.

1.6 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in accordance with clause 4 of the Main Contract Terms and Conditions.

2. Cancellation and variation by APIL

2.1 APIL reserves the right to cancel the Event. In the event of cancellation by APIL the Customer will be entitled to a full refund of the Price.

2.2 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

2.3 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the event in accordance with clause 2.1 or 2.2 of this Schedule.

3. Cancellation by the customer

3.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Customer may cancel the Contract, by giving written Notice to be received by APIL not later than the next cancellation date set out in 3.2.1 of this Schedule below.

3.2 In the event of cancellation by the Customer in accordance with 3.1 of this Schedule APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due subject to the cancellation dates and charges listed in 3.2.1 below.

3.2.1 Cancellation dates and charges payable pro rata by the Customers stated in the Booking Form

- (a) Initial deposit of 25% of the Price non-refundable, plus the appropriate cancellation fee set out in 3.2.1 (a) (i) – (ii) below:
 - (i) The Development Fee if the Contract is cancelled between thirty days and sixty days before the Event Date;
 - (ii) 100% of the Price if the Contract is cancelled less than thirty days before the Event Date.

3.3 Notice of cancellation of this Contract must be made in writing to APIL and be received by APIL on or before the dates indicated in 3.2.1(a) (i) - (ii) of this Schedule above.

4 The Event

4.1 The Customer confirms that it will provide all necessary Equipment identified in the Consortium Requirements document.

4.2 The Customer confirms that it will provide refreshments and/or lunch for the trainer and/or delegates as stipulated in the Consortium Requirements document.

5 General

5.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.

5.2 The Event Pack will be distributed to delegates before the Event date.

6. Force Majeure

6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. Conflict

7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.

Schedule 9 - Advertising

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

1. Definitions

Advertiser

means the person or entity booking advertising space in an APIL Publication, whether an advertising agency, brand owner or whomsoever

Advertising Copy

means the advertising and promotional content requested by the Advertiser to be published by APIL in one or more of its Publications

APIL Conference

means a conference, event, congress, meeting, convention, seminar, symposium or forum at which the advert which is the subject of this Contract will be published by APIL

APIL Publication

means PI Focus and any of the newsletters, weekly news, other titles, directories, leaflets, APIL Conference Marketing Materials and Conference Packs, APIL Website or any other documents published by APIL from time to time

APIL website

means the website at www.apil.org.uk

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 an APIL Conference or Exhibition

Conference Pack

means the documentation issued by APIL to Delegates at an APIL Conference

Digital Versions

means any APIL Publication as made available in an electronic format

Exhibition

means any trade show, exhibition, exposition, demonstration or manifestation at which the advert which is the subject of this Contract will be published by APIL

Linked Website

means any website to which there is a hypertext link from an Advertisement

Production Work

means any and all artwork, sketches, layouts, mock-ups, graphics, photography, processing or other work, work product, services and service product that the Advertiser may request APIL to perform or provide from time-to-time

Publication Date

means, in relation to each version of an APIL Publication (print, digital and PDF Versions) the date(s) on which the relevant version is published in the United Kingdom

PDF Versions

means any APIL Publication as made available in a "static format" digital issue

Copy deadline

means APIL's various deadlines for receipt of any Advertiser's Advertising Copy, as the same may be notified by APIL to the Advertiser

Rates

means APIL's costs and charges for the publication of Advertising Copy in APIL Publications, as itemised in APIL's Media Pack in force at the relevant time but not including any additional fees and costs for any Production Work which shall be payable in addition to the Rates

Media Pack

means the pack which contains APIL's Rates, Copy Deadlines, Publication Dates and other information relevant to the publication of Advertising Copy in APIL Publications, as updated by APIL from time-to-time.

Payment

1. Payment

1.1 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 Main Contract Terms and Conditions, APIL may allocate the advertising space elsewhere without notice to the Customer.

2. Variation or cancellation of an Order

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 60 days before the Publication Date as set out in clause 2.2.1 of this schedule below.

2.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due by the Customer if the Order is cancelled less than 90 days before the Publication Date.

3. Rates & Costs

3.1 Rates are quoted in the Media Pack exclusive of VAT.

3.2 Any custom Advertising Copy produced by APIL at the Customer's request will constitute Production Work and will incur additional fees, such fees to be agreed in writing between APIL and the Customer.

4. Advertising Copy

4.1 All Advertising Copy must be submitted to APIL by the Advertiser in accordance with deadlines stated in the Media Pack or Order Form, or otherwise as may be notified to the Advertiser by APIL.

4.2 All Advertising Copy must be supplied in such format or formats as may be notified by APIL to the Advertiser or which otherwise is acceptable to APIL.

4.3 In the event that the Advertising Copy is not supplied in accordance with clause 4.2 of this Schedule, APIL reserves the right to make an additional charge of £50 plus VAT to amend, convert the format or otherwise make changes and will notify the Customer accordingly.

5. Publication

5.1 Publication dates are set out in APIL's Media Pack. APIL shall use all reasonable endeavours to achieve agreed publication dates for Advertisements. However, for the avoidance of doubt the date of publication of an Advertisement or series of Advertisements shall not be of the essence of this Agreement.

- 5.2 APIL shall be entitled at its absolute discretion to refuse or cease to publish any Advertisement at any time without explanation or entering into any form of correspondence or dialogue with the Advertiser excepting notification of such refusal or decision to cease further publication.
- 5.2 In cases where APIL ceases publication of an Advertisement under this clause 5, its sole liability shall be to refund the Advertiser for the Price already paid by the Advertiser for the Advertisement.

6. Customer obligations

- 6.1 The Advertiser shall be responsible for ensuring, and warrants that the Advertisement and (as applicable) any Linked Website is legal, truthful, honest and decent and otherwise complies with the British Advertising CAP Code of Practice, any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority and the Consumer Credit Act 1974 (as amended), the Financial Services and Markets Act 2000 and all regulations implementing European Union consumer credit law.

7. Restrictions

- 7.1 Publication of the Customer's advertising copy in an APIL Publication does not permit admission by the advertiser to any APIL Conference or Exhibition or other APIL event.

8. Conflict

- 8.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, the terms of this Schedule shall prevail.

Schedule 10 – Mailing Lists

This schedule contains additional terms and conditions which apply to Electronic Mailing List Data purchased from APIL by the Customer. This schedule forms part of the Contract.

1. Definitions

APIL Member

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

APIL website

means the website at www.apil.org.uk.

Customer

means the person or entity purchasing Electronic Mailing List Data

Data Subject

means the APIL member who has consented to allow his or her contact information to be supplied to the Customer

Electronic Mailing List Data

means the selection of data from APIL's database of members made available to the Customer in an electronic format

Mailing Materials

means the marketing materials, product or services literature, promotional materials and data, advertising materials, flyers, covering letter or email message, in each case in whatever form or medium (including but not exclusively audio, visual, digital or print) sent by the Customer to the Data Subject

Order acknowledgement form

means the form on which APIL sets out details of the Electronic Mailing List Data to be supplied, which must be signed and returned to APIL with the Price

Linked Website

means any website to which there is a hypertext link from the Mailing Materials

Rates

means APIL's costs and charges for the Electronic Mailing List Data as itemised in APIL's Media Pack in force at the relevant time

Media Pack

means the pack which contains APIL's Rates, mailing list categories and groups and other information relevant to APIL's Electronic Mailing List Data, as updated by APIL from time-to-time.

Payment

1. Payment

- 1.1 The Price for the Electronic Mailing List Data is stated on APIL's order acknowledgement form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's proposed Mailing Materials for approval.

2. Variation or cancellation of an Order

- 2.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Contract cannot be cancelled once the Electronic Mailing List Data has been supplied to the Customer.

3. Rates & Costs

3.1 Rates are quoted in the Media Pack exclusive of VAT.

4. Mailing Materials

4.1 All Mailing Materials must be submitted to APIL for approval before the Electronic Mailing List Data will be supplied.

4.2 APIL reserves the right to refuse to supply the Electronic Mailing List Data in the event that the Mailing Materials are not approved.

4.3 In the event that the Customer's Mailing Materials are not approved by APIL, the full Price paid will be refunded to the Customer.

5. Content of Electronic Mailing List Data

5.1 The Electronic Mailing List Data will contain the following information, where available, for each Data Subject: title, full name, firm, full postal address, DX address, email address.

5.2 The Electronic Mailing List Data will be supplied in a Microsoft Excel Workbook format.

5.3 APIL has compiled the Electronic Mailing List Data using information provided to it by APIL members upon the following events:

- (a) Application by the Data Subject to become an APIL member, whether as a new APIL Member, or by way of annual renewal of that membership;
- (b) Information supplied by the APIL member from time to time to amend the personal information held by APIL.

5.4 APIL uses its best endeavours to ensure that the Electronic Mailing List Data is correct and complies with the Data Protection Act 1998 and the Privacy & Electronics Communications (EC Directive) Regulations 2003 for business information.

5.6 APIL shall not be liable in relation to this Contract for any special, indirect, consequential loss or damage, any direct or indirect loss or damage incurred as a result of third party claims, or any direct or indirect economic loss however caused.

6. Terms of Use

6.1 The Electronic Mailing List Data is supplied to the Customer on the basis that it will be used once.

6.2 In the event that APIL and the Customer agree that the Electronic Mailing List Data may be used on more than one occasion, such agreement must be in writing and signed by APIL and will state the number of times the Customer is permitted to re-use the data with the additional Price for that re-use.

6.3 All Electronic Mailing List Data is supplied for business use only. The Customer is not permitted to use the data supplied to advertise, promote, offer or otherwise communicate details of personal goods or services to the Data Subjects.

6.4 The Electronic Mailing List Data must be used within 12 (twelve) months of the date of this Contract.

6.5 Any unauthorised use of the Electronic Mailing List Data, in particular any breach of clauses 6.1, 6.2, 6.3, 6.4, 7.1 and 7.2 of this Schedule will incur an addition charge calculated as the full single-use price of the Electronic Mailing List Data supplied for each time an unauthorised use occurs.

7. Customer obligations

7.1 The Customer agrees that once approved, the Mailing Materials will not be changed or substituted.

7.2 The Customer will not sell, assign, licence the use of or give the Electronic Mailing List Data to any other organisation or allow it to be used for the benefit of any other organisation.

7.3 All emails sent by the Customer to the Data Subjects must include an option for the Data Subject to opt out of receiving further emails from the Customer.

7.4 Where APIL supplies the Customer with fax numbers for Data Subjects, the Customer must be registered with the Fax Preference Service

7.5 The Customer confirms that it complies with the Data Protection Act 1998 and the Privacy & Electronics Communications (EC Directive) Regulations 2003 particularly as they relate to direct and electronic marketing.

7.5 The Customer shall be responsible for ensuring, and warrants that the Mailing Materials and (as applicable) any Linked Website is legal, truthful, honest and decent and otherwise complies with the British Advertising CAP Code of Practice, any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority and the Consumer Credit Act 1974 (as amended), the Financial Services and Markets Act 2000 and all regulations implementing European Union consumer credit law.

7.6 The Customer confirms that it will destroy the Electronic Mailing List Data after its authorised use including any additional use agreed in accordance with clauses 6.1 and 6.2 of this Schedule.

8. Conflict

8.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, the terms of this Schedule shall prevail.