

Schedule 11 – Virtual Events – Sponsors and Exhibitors

This schedule contains additional terms and conditions which apply to Sponsors and Exhibitors for APIL’s virtual events. This schedule forms part of the Contract.

1. Definitions

- 1.1 “**APIL**” is the trading name of the company party to this agreement;
- 1.2 The “**Booking Form**” is the document which is completed by you either on APIL’s website or in physical format and which is sent to APIL to apply for a place at an Event;
- 1.3 The “**Conference App**” is the software application for use on an electronic device which is provided by APIL which facilitates the transmission of, attendance and/or participation at, an Event;
- 1.4 The “**Content**” is any or all information and material supplied by you which is to be associated with the Event, including your business logo, artwork, promotional videos, social media links, business profile document and any other relevant materials reasonably requested by APIL;
- 1.5 The “**Delegate**” is the individual who has booked a place on an APIL Training Course, APIL Conference or APIL Event;
- 1.6 An “**Event**” is any training course, conference or event organised and run by, or held in conjunction with, APIL, or publicly branded as an APIL Training Course, APIL Conference or APIL Event or promoted on APIL’s website or on www.apil.org.uk;
- 1.7 An “**Event Date**” is the date on which the Event takes place, or the first day on which a multi-day Event takes place;
- 1.8 The “**Event Package**” is the sponsorship or exhibition opportunity, set out in the Event’s Booking Form, APIL website and other materials which is agreed between you and APIL;
- 1.9 The “**Exhibitor**” is the person, firm, business or company which agrees to take a virtual exhibition stand at the Event;
- 1.10 The “**Main Contract Terms and Conditions**” is the set of terms and conditions on APIL’s website at www.apil.org.uk;
- 1.11 The “**Profile Information**” is the personal data provided by you which is stored on the Conference App;
- 1.12 The “**Sponsor**” is the individual or company who/which has entered in to a Sponsorship Agreement with APIL in respect of an Event;

- 1.13 The “**Virtual Exhibition Stand**” is the electronic space dedicated to each Sponsor or Exhibitor at the Event;
- 1.14 A “**Zoom Personal Meeting Room**” is a virtual meeting room permanently reserved for you that you can access with your Personal Meeting ID (PMI) or personal link, if applicable;
- 1.15 In these Terms and Conditions, “**APIL**”, “**us**”, “**we**” and “**our**” refer to The Association of Personal Injury Lawyers Ltd, and references to “**you**” and “**your**” are to you, the Exhibitor or Sponsor, both as defined above.

2. Agreement

- 2.1 All applications to participate in an Event are made subject to these Terms and Conditions. If there is a conflict between these Terms and Conditions and those contained in APIL’s Main Contract Terms & Conditions on APIL’s website, the clauses in these Terms and Conditions shall prevail.
- 2.2 All applications to participate in an Event are subject to availability and to correct price being received by APIL in accordance with these Terms and Conditions.
- 2.3 Confirmation or rejection of your booking will be sent to you by email within 5 (five) working days of our receipt of your Booking Form. If you do not receive an email confirmation of your booking within 5 (five) working days you should immediately notify APIL by emailing kathryn.scott@apil.org.uk.

3. Booking and Payment

- 3.1 The price for the **Event Package** is stated on the Booking Form.
- 3.2 Subject to clause 4.1, 4.2 and 4.3 of the Main Contract Terms and Conditions, payment should be made to APIL within the periods set out in clause 3.3 below.
- 3.3 Where APIL accepts your application to participate in the event it will issue an invoice or invoices to you in respect of the booking that you have made. You agree to pay the Price to APIL by the instalments and by the instalment dates set out below and in the Order Acknowledgement Form which forms part of this Agreement:
 - (a) initial deposit of 25 (twenty-five) percent of the Price (which is non-refundable) payable within 20 (twenty) business days of the date of Booking;
 - (b) final balance of 75 (seventy-five) percent of the Price 60 (sixty) business days prior to the date of the Event;
 - (c) where Bookings are made less than 60 (sixty) business days prior to the Event, payment will be required in full, at the time of booking.

- 3.4 If we have not received payment of the correct price from you in advance of the Event and as set out above, then we will be entitled to cancel your booking and allocate the Event Package to another person without notice to you. In this circumstance, we also reserve the right to deny you entry to the relevant Event.
- 3.5 This booking is valid only for you and your representatives whose names are provided in accordance with clause 6.1.2 below.
- 3.6 Where you do not attend, or you fail to access, the relevant Event, APIL reserves the right not to refund you for the cost of your Booking and will provide you with access to an online recording of the Event.
- 3.7 In reasonable circumstances we reserve the right to refuse admission to or to ask you to leave the Event. Reasonable circumstances include, but shall not be limited to, anything which APIL considers to be self-publicity, advertising, selling or soliciting, drunkenness, unlawful conduct or concerns regarding the health and safety or security of our employees, trainers, speakers and/or Delegates. No refunds will be offered to Delegates who are refused admission or asked to leave the Event in any of these circumstances.

4. Cancellation by you

- 4.1 Subject to clause 13 of the Main Contract Terms and Conditions, you may cancel this agreement, by giving Notice to APIL by email to: kathryn.scott@apil.org.uk not later than the next cancellation date set out in clause 4.2.1 below.
- 4.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due. Cancellation by you will be subject to the following charges:
- 4.2.1 Cancellation dates and charges retained by APIL or payable forthwith by the Customer:
- (a) 25% of the full price if your cancellation is received more than 60 (sixty) business days before the Event Date;
 - (b) 100% of the full price if your cancellation is received 60 (sixty) business days or fewer before the Event Date.

5. Cancellation or Variation by APIL

- 5.1 APIL reserves the right to alter the Event Date as set out in this agreement at any time provided that:
- (i) any alteration does not result in the Event date being moved by more than 12 (twelve) months; and
 - (ii) no alteration is made to the Event Date within 40 (forty) days of the first

day of the Event.

5.2 In the event of an alteration of the Event Date, APIL may change the cancellation dates set out in clause 4.2.1 above and the instalments and dates for payment set out in this Agreement and will notify you accordingly.

5.3 We reserve the right to amend the Event or any part of the Event. This includes, but is not limited to, changes to the time of the start or finish, to the trainer, content, the speakers and programme of the relevant Event or part of it.

6. Access to the Event

6.1 In order to gain access to the Event, you agree to the following:

6.1.1 To provide to APIL confirmation that those individuals who will require admission to the Event are directly employed by you.

6.1.2 At least 5 (five) Business Days before the Event, you will supply APIL with the names and individual email addresses of all persons who will require admission to the Event. You may arrange for different individuals to attend each day of the Event.

6.1.3 So that you may take part in one-to-one meetings during the Event, you will supply APIL with your active Zoom Personal Meeting Room link.

6.2 APIL will not accept notification of any changes to the names and individual email addresses referred to in clause 6.1.2 within 5 (five) business days before the Event.

6.3 No more than two individuals representing you on your Exhibition Stand shall be present at the Event at any time, and those individuals must attend for the day on which they are registered unless otherwise agreed with APIL before the date of the Event.

6.4 No more than four individuals representing a Sponsor shall be present at the Event at any time, and those individuals must attend for the day on which they are registered unless otherwise agreed with APIL before the date of the Event.

6.5 Subject to clauses 6.3 and 6.4 above only you and those persons whose names and email addresses have been supplied to APIL in accordance with clause 6.1.2 above, are permitted to attend, stream and participate in the Event.

7. Event Materials and Time Management

7.1 This section sets out our expectations as to when you should supply information, Content and other materials to us in advance of the Event.

- 7.2 You are responsible for creating, seeking approval of, and supplying Content to APIL for the Event. A detailed development and production timeline for the Event, including your supply of Content and any other obligations, will be agreed between you and APIL. If you fail to respond in a timely manner to APIL's requests for Content or otherwise fail to comply with an agreed timeline, APIL shall be under no obligation to include your Content in the Event, in any pre-Event marketing campaigns, or in the on-demand content supplied to Delegates after the Event.
- 7.3 You will submit your business logo to APIL within 5 (five) business days of the date of this agreement. The logo must be transmitted to APIL by electronic means in a JPEG format. We reserve the right to use the version of your business logo held on our files, or to use no logo at all where we hold no version of it, if you fail to supply your business logo within the time specified in this clause.
- 7.4 You will submit a business profile document of up to 250 words to APIL by a date specified by us. We reserve the right to publish a business profile which has been drafted by our staff if you do not submit the profile to us within the time specified by us.
- 7.5 To ensure that your contact details (including social media links) are included within your Virtual Exhibition Stand, you will supply the relevant information in writing to katherine.scott@apil.org.uk by a date specified by us. APIL will not be responsible for researching this information for you.
- 7.6 Any promotional videos must be supplied to APIL in their final format. APIL will not be responsible for editing any video(s) supplied by you.
- 7.7 You are responsible for providing the correct size of artwork for your banner advert by the date specified by us. Unless otherwise agreed with us, banner adverts will link directly to the homepage of your website. If you fail to respond in a timely manner to APIL's requests for your artwork or otherwise fail to comply with an agreed timeline, APIL shall be under no obligation to include your banner advert in the Event, in any pre-Event marketing campaigns, or in the on-demand content supplied to Delegates after the Event.
- 7.8 Adverts in PI Focus are subject to availability.
- 7.9 Competitions or the like may be held without the written permission of APIL, but APIL is not liable to publicise the winners' identities or to deliver prizes won as a result of such competitions.

8. Conduct

- 8.1 In reasonable circumstances we reserve the right to refuse admission to or to ask you or any of your named representatives to leave the Event. Reasonable circumstances include, but shall not be limited to, anything which APIL considers to be self-publicity, inappropriate advertising, selling or soliciting, drunkenness, unlawful conduct or concerns regarding the health and safety or

security of our employees, trainers, speakers, Exhibitors, Sponsors and/or Delegates. No refunds will be offered to you if you or any of your named representatives are refused admission or asked to leave the Event in any of these circumstances.

9. Data

- 9.1 Your data will be collected and processed in accordance with our [privacy statement](#) and relevant Data Protection Legislation, including the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.
- 9.2 We will use your email address to send you any information relevant to the Event. Unless you opt in, you will not be added to any other mailing lists after the relevant Event has taken place.
- 9.3 Once you have downloaded the Conference App and provided Profile Information, we will share the data in your Profile Information with APIL employees, all other Delegates, Sponsors and Exhibitors at the Event and with our mobile app provider RD Mobile. The data will be shared for the purposes of the Event and not for any other purpose. The Conference App contains preferences options which permit you to restrict the data which may be shared in this manner and which may be amended by you at any time.
- 9.4 Your name and business name will appear in the directory within the Conference App and Conference Web Page. You may choose to opt out of the directory at any time after you have applied to participate in the Event.
- 9.5 We occasionally take videos, screenshots and photographs at our Events. Before the relevant Event you can request not to be included in any photography, screenshots or videos by emailing kathryn.scott@apil.org.uk.
- 9.6 We will record online Events. The recording of the Event will be made available to Delegates, Sponsors and Exhibitors and will not be used for any other purpose.

10. Intellectual Property

- 10.1 We have moral and registered rights in our trademarks, and you shall not copy, alter, use or otherwise deal in our trademarks without APIL’s prior written consent.
- 10.2 The copyright of all materials associated with the Event remains vested with us, the trainer(s) of the relevant Event and/or the speaker(s), Sponsors, Exhibitors or others identified at the relevant Event. Without the express written permission of APIL, you shall not reproduce or replicate the materials in any way or incorporate them into or store them on any website, electronic retrieval system, publication or in any other format.

- 10.3 The materials associated with the Event will be available in PDF format on the APIL website www.apil.org.uk and on the Conference App. Delegates registered for the Event will be able to view the materials on the APIL website during and after the Event.
- 10.4 You represent and warrant to APIL that:
- 10.4.1 You are the sole author and legal and beneficial owner of the Content;
 - 10.4.2 You have obtained all necessary rights, consents and licences required to use, amend edit, adapt, publish the Content for the purpose of the Event and APIL shall be entitled to see evidence to this effect on request;
 - 10.4.3 You will not undertake to create or introduce into the Event, the APIL website, Conference App or any part of them any spyware, virus, Trojan horse, logic bomb or other destructive or contaminating program;
 - 10.4.4 You will at all times comply with the provisions of all relevant data protection laws, legislation and regulations from time to time in force in respect of privacy and personal data protection.

11. Limitation of liability

- 11.1 APIL is not responsible for any accident, injury, or loss suffered while attending an Event, unless it is as a direct result of negligence by APIL.
- 11.2 APIL is not responsible for any failure to deliver any or part of any materials associated with the Event.
- 11.3 APIL is not responsible for any technical difficulties (including any loss or deterioration in sound or visual elements) which occur during the Event.
- 11.4 APIL is not responsible for the conduct or activities of any Delegate, Exhibitor or Sponsor and is not therefore liable for such under any circumstances.
- 11.5 APIL will add your business logo to the Conference Website and Conference App to the best of its ability. We will work within the confines of the technology available to us and, in light of this, may be unable to adhere to your specific corporate guidelines.
- 11.5 In no circumstances will APIL be liable for any direct, indirect, incidental or consequential damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your attendance at an APIL Event, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not APIL knew or should have known of the possibility of such damage to business interruption of any type, whether in tort,

contract or otherwise.

12. General

- 12.1 For the purposes of these Terms and Conditions, “Force Majeure” means any cause beyond our control including, without limitation, act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, actions taken by the police, acts or regulations of national or local governments, or the inability for us to hold the Event as a result of any epidemic or pandemic. We will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure, and you shall not be entitled to any refund of any price paid.
- 12.2 These Terms and Conditions form part of an e-commerce transaction and the parties agree that these Terms and Conditions shall be accepted electronically and the agreement to these Terms and Conditions is formed and validly entered into electronically.
- 12.3 These Terms and Conditions shall be governed by and construed in accordance with the laws of the England and Wales and any disputes shall be subject to the jurisdiction of the courts of England and Wales.