



## SPECIFIC TERMS AND CONDITIONS

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### **1. Specific Terms and Conditions (“Conditions”) relating to ALFED Membership**

1.1 The acceptance of your application is dependent upon the decision of the Board. By signing this form and on acceptance by the Board, you are entering into an enforceable contract with the Aluminium Federation, Bragborough Hall Business Centre, Welton Road, Braunston, Daventry, Northamptonshire NN11 7JG (Company registration no. 00723801) and you are confirming:

- 1.1.1 That you have read and agree to be bound by the Articles of Association of the Federation.
- 1.1.2 That you agree to be bound by any rules or regulations made under the Articles from time to time.
- 1.1.3 That whilst a member and in the event of a winding up or dissolution of the Federation you will pay to the Federation on demand a sum not exceeding £10. The resignation period for ALFED membership is the remainder of the calendar year in which resignation is received, in writing, plus a further 12 months.
- 1.1.4 That you understand that there will be no rebatement of refund of fees for any year or any part of a year falling within the notice period.
- 1.1.5 That you will have the full authority to sign this form on behalf of your company.
- 1.1.6 During the application review process, companies will be asked to submit evidence of certifications and accredited practices will be required where applicable.

### **2. Specific Terms and Conditions (“Conditions”) relating to Advertising in the ALFED Aluminium News Magazine**

2.1 We accept paid advertising in the ALFED Magazine. These terms and conditions apply to all advertisements placed with Us.

#### **2.2 DEFINITIONS**

In these terms attaching to advertising contracts ('these Conditions') the following definitions have the following meanings:

'Advertisement' means advertising material of whatsoever nature submitted to the Publisher by or on behalf of the Advertiser including loose 'insert' or other 'insert' where appropriate.

**'Advertiser'** means: the person or company booking the advertising space including advertising agents and independent media buyers which shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith.

**'Cancellation'** of a Contract means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to.

**'Contract'** means: a legally binding booking accepted by the Publisher following the submission of an Order Form by the Advertiser in accordance with Condition 1.3 for publication of an Advertisement.

**'Monthly'** means magazines published monthly by the Publisher.

**'Order Form'** means a form submitted by the Advertiser requesting paid advertising services.

**'Publisher'** means: Aluminium Federation Limited (ALFED).

**'Rate Card'** means: the Publisher's current scale of charges for Advertisements, a current copy of which may be obtained from the Publisher.

## 2.3 Submission and Publication of Advertisements

2.3.1 The issue of a Rate Card does not constitute an offer by the Publisher to contract. A Contract is made only by the Publisher's acceptance of the Advertiser's order as effected by the Publisher issuing an Acknowledgement of Order Form or Order Confirmation.

2.3.2 All Contracts are subject to these Conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.

2.3.3 Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds the Publisher only in respect of the agreed booking as confirmed by the Publisher's Acknowledgement of Order Form or Order Confirmation.

2.3.4 All orders are accepted subject to acceptance of copy by the Publisher, and if it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details of such competitions or special offers must be submitted by the Advertiser in writing at the time the order is negotiated.

2.3.5 It is the Advertiser's responsibility to check the accuracy of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trademarks and brand features contained therein). The Advertiser will indemnify the Publisher fully for all costs, expenses, damages or liability whatsoever (including legal costs and

awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.

- 2.3.6 The Advertiser warrants that all copy submitted to the Publisher (including any linked website) is legal, truthful, honest and decent and otherwise complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant and applicable codes, guidance or regulations under the remit of the Advertising Standards Authority.
- 2.3.7 The Publisher reserves the right at any time in its absolute discretion to require the Advertiser to amend any artwork, materials or copy for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libellous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.
- 2.3.8 The Advertiser warrants that any Advertisement in relation to any investment or financial promotion (as defined under the Financial Services and Markets Act 2000) has been approved by an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, the Financial Promotion Order 2002 or any other legislation subordinate to the Act.
- 2.3.9 All contents of Advertisements are subject to the Publisher's approval.
- 2.3.10 The Publisher does not undertake to review the contents of any Advertisement and any such review of and/or approval by the Publisher will not be deemed to constitute an acceptance by the Publisher that such Advertisement is provided in accordance with these Conditions nor will it constitute a waiver of the Publisher's rights hereunder. If the Publisher considers it necessary to modify space or alter the date or position of insertion or make any other alteration it shall notify the Advertiser of this as soon as it reasonably can.
- 2.3.11 Any complaints concerning the Advertisement from the Advertiser must be received in writing by the Publisher not more than 24 days after the publication date of the Advertisement. Complaints received after such time will not be entertained by the Publisher who shall have no liability in respect thereof.

#### 2.4 Liability

- 2.4.1 The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement, but where the Advertisement is not published in the manner specified in the Contract, whether through any failure or negligent act or omission on the part of the Publisher or any third party, the Publisher's maximum liability to the Advertiser shall be limited (at the option of the Publisher) to either:

(a) publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run; or

(b) refund to the Advertiser the amount of any payment made for the Advertisement concerned.

2.4.2 The Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever. The Publisher shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one calendar month of the actual publication date of the Advertisement.

## 2.5 Cancellation

2.5.1 Cancellation for Monthly: The Advertiser may cancel any Contract by the first of the month, two months prior to the month stated on the cover of the issue in which the Advertisement was to be inserted. Cancellation will be effective when written notice is received by the Publisher.

2.5.2 The Publisher may cancel any Contract without cause by the first of the month, one month prior to the month stated on the cover of the issue in which the Advertisement was to be inserted.

2.5.3 If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

## 2.6 Copy

2.6.1 In circumstances where, at the Publisher's discretion, the Publisher arranges to supply proofs of Advertisement copy to the Advertiser, all copy must be supplied by the Advertiser to the Publisher by the last day for receiving copy as stated by the Publisher, failing this the Publisher cannot guarantee that proofs will be supplied or corrections made. If copy instructions are not received by the last day for receiving copy the Publisher reserves the right in its absolute discretion to print the Advertiser's existing copy in its possession where appropriate or where the Publisher does not hold any copy to omit the Advertisement and to charge for the space reserved in accordance with these Conditions. For copy supplied, the Advertiser must adhere to the Technical Specifications issued by the Publisher. In the event that the Advertiser does not comply with the Technical Specifications, the Publisher reserves the right in its absolute discretion to reject the copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect. In the case of loose insert or other insert advertising, if the Advertiser fails to adhere to the Insert Delivery Instructions issued by the Publisher, the Publisher

reserves the right in its absolute discretion to omit the Advertisement and to charge for the Advertisement in full notwithstanding that the Advertisement has not appeared.

- 2.6.2 Copy supplied to the Publisher by electronic means must be free from software viruses and any other malicious computer code or corruption which may harm the Publisher's computer systems.
- 2.6.3 Advertiser's property, originals, artwork, type, mechanicals, digital files and proofs, positives etc. are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork, film, copy or other materials which has been in its possession for more than three months and no liability shall be attached to the Publisher in respect of such destruction.
- 2.6.4 Advertisements will be published to the representation as provided by file (or other accepted medium) by the Advertiser and the Publisher shall not be liable for any lack of clarity or other error in representation that results from the representation of the Advertisement as it was provided by the Advertiser. Reasonable standard charges will be made to the Advertiser where production work of any kind is required to put the Advertisements in a form suitable for publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising copy.

## 2.7 Terms of Payment

- 2.7.1 Unless otherwise stipulated by the Publisher, payment is due to be received from the Advertiser within 30 days from the date on the Publishers invoice.
- 2.7.2 The Publisher may, in its discretion, provide account facilities. Any credit will only be granted after obtaining satisfactory banking, trade and credit reference agency clearance and the Advertiser will be informed by the Publisher once it is ready to provide such account facilities.
- 2.7.3 The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by the Publisher to the Advertiser against any sum or amount whatsoever payable by the Advertiser to the Publisher.
- 2.7.4 If the Advertiser defaults in making payment of any sums by the due date, the Publisher reserves the right to require immediate payment for all Advertisements booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future Advertisement bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing Contract with the Advertiser.
- 2.7.5 The Publisher shall be entitled to charge interest on any outstanding balance owed to the Publisher at the rate of 4% above the base rate of HSBC Bank plc from the date that the invoice became due for payment until the date it is

paid in full together with a recovery fee, which shall be charged at the statutory rate, and any associated costs.

- 2.7.6 Any advertising rates are subject to variation arising from any Government taxes and levies.
- 2.7.7 Any queries concerning an invoice must be raised with Our Credit Control Department within 20 working days from the date of invoice.

## 2.8 General

- 2.8.1 The Advertiser expressly acknowledges that it has not relied on any representation made by or on behalf of the Publisher, other than as set out in these Conditions, in entering into the Contract.
- 2.8.2 The Advertiser may not assign or transfer any of its rights under these Conditions to any third party.
- 2.8.3 No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 2999 to enforce any part of this Contract.
- 2.8.4 The Publisher and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 2028 (as applicable) which may arise in connection with this agreement.
- 2.8.5 Where the Advertiser, for the purposes of these Conditions, is an advertising agency, the Advertiser represents, warrants and undertakes that it has full authority to enter into the Contract on behalf of, and to bind, the company whose products or services are being promoted.
- 2.8.6 The Publisher and Advertiser warrant that any information given to the other party which ought reasonably be treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.
- 2.8.7 These Conditions shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.

### **3. Specific Terms and Conditions (“Conditions”) relating to attendance at ALFED’S Annual Dinner and Business Briefing**

1. The ALFED Annual Dinner and Business Briefing is an annual event held each year. We block book rooms at the chosen hotel or venue and release details of the event, the venue, the dates, the agenda and details and costs of the hotel bookings and the dinner. An event listing is put up on Our Site giving details of the Annual Dinner and Business Briefing and a link containing a form (“the Annual Dinner Booking Form”) which you will need to fill out, complete sign and email to Us at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk), if you want to attend the event.
  - 3.1.1 By completing the Annual Dinner Booking Form, you are committing to attend and therefore pay the applicable amount (set out in your completed form). All payments should be made prior to the event.
  - 3.1.2 Methods of payment are set out in the Annual Dinner Booking Form.
  - 3.1.3 Any cancellations, amendments or additions must be communicated in writing to the Aluminium Federation at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk) headed “Annual Dinner Booking.”

3.2 Cancellation charges will depend on how far in advance of the Dinner you request your cancellation. If we are able to mitigate the loss by re-selling your ticket and accommodation, we will reduce the cancellation charge by that amount and refund after the event. For Dinner places or hotel room ‘no shows’, We reserve the right to charge the prices quoted as a cancellation fee.

The cancellation charges are as follows:

  - 52 to 26 weeks before event 25%
  - 25 to 12 weeks before event 75%
  - 12 to 8 weeks before event 90%
  - Less than 8 weeks before the event 100%

3.3 Each guest is responsible for settling their own ‘extras’ at the venue including, telephone call, internet and TV costs, room service, newspapers and bar bills, on departure from the hotel. The Aluminium Federation will not be held responsible for any bills not settled by the individual and/or the organisation which has submitted the Annual Dinner Booking Form and that individual and/or organisation hereby agrees to hold harmless and indemnify ALFED against any loss or damage suffered by it in relation to your booking or your attendance at the hotel and your stay in the accommodation.

  - 3.3.1 In the event of any Force Majeure Event restricting live events the Dinner will be postponed to a later date and there will be no refunds.
  - 3.3.2 We take photographs at our Annual Dinner and Business Briefing event such photos to be used for marketing purposes and on social media. If you do not wish for photos of you to be made public, please let us know by emailing us at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk)
  - 3.3.3 At our Annual Dinner and Business Briefing event we distribute delegate lists to attendees. These lists consist of the full name and company name of all registered attendees, but do not include contact details such as email addresses. We don’t allow third parties to use these lists for promotional

purposes without your express consent. If you don't want to be on the delegate list for an event, please let us know by emailing us at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk).

#### **4. Law and Jurisdiction**

- 4.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 4.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in this Clause takes away from or reduces your legal rights as a consumer.
- 4.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 4.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **5. Specific Terms and Conditions (“Conditions”) relating to the Sponsorship of ALFED Events**

- 5.1 From time to time We (“the Organiser” or “We”) will organise events which may be open to sponsorship. The events will be featured on Our Site and a link will be provided at the bottom of the event listing, containing a form (“the Form”), which you will need to fill out, complete sign and email to Us at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk), if you want to participate and sponsor the event in question (“the Event”). The presence of a Form on Our Site does not constitute an offer by Us to contract and nor does the completion and submission of a Form by you in relation to an Event constitute a contract. A contract is made only following Our acceptance of your completed Form and an Acknowledgement by Us that We are willing to contract with you. All Contracts are subject to these Conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by Us. Any other terms or conditions sought to be imposed by the you are expressly excluded.
- 5.2 The details on the Form and the provisions (together with “the Sponsorship Agreement” or “Agreement”) set out the terms on which you (“the Sponsor” or “you”) agree to sponsor the event in question. Please read the Sponsorship Agreement carefully and make sure that you understand it before signing. You understand that by signing the Form and emailing it to Us, you agree to be bound by the terms of the Sponsorship Agreement, whereby you as the Sponsor, will sponsor a single event to be hosted, organised, and run by Us, the Organiser, and you will receive certain benefits which promote the name of your business as the Sponsor. We, will host, organise and run that event and appoint you, as the commercial sponsor of that event, in return for your financial support for that event.

##### **5.3 Grant of Rights**

- 5.3.1 We grant to you the Sponsor Benefits (as listed on the Form and/or as set out in the Event listing on Our Site) and a non-transferable, non-exclusive,

royalty-free licence to use the Event logos and trade marks (the “Event Marks”) provided to you in accordance to solely to promote your sponsorship of the Event, during the Term (as defined in accordance with the terms of this Agreement.

- 5.3.2 You grant to Us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trademarks (the “Sponsor Marks”) provided to Us in accordance with Clause 5.4.3.
- 5.3.3 During the Term of the Agreement to promote and exploit the Event; and for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.
- 5.3.4 In the event that you change the Sponsor Marks at any time during the Term of the Agreement, you agree that We shall not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by Us or on Our behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by Us arising from such change.
- 5.3.5 If for any reason, We are unable to deliver any of the Sponsor Benefits, We will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsor Benefits without any liability to you.
- 5.3.6 You acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Sponsor Benefits).
- 5.3.7 You shall promptly comply with all reasonable instructions and directions issued by or on behalf of Us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). We shall not be responsible for any failure or delay in providing any of the Sponsor Benefits where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of Our reasonable instructions or directions.

#### 5.4 Your Obligations

- 5.4.1 You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with Us on any appropriate joint marketing or promotional projects relating to the Event.
- 5.4.2 You undertake to ensure your personnel exercise the Sponsor Benefits in accordance with the terms of this Agreement.
- 5.4.3 You shall, within seven days of signature of this Agreement by both parties, supply Us with examples of the Sponsor Marks in a suitable format.
- 5.4.4 You shall, prior to distributing any promotional materials referencing the Event and/or using the Event Marks (the “Client Literature”), provide copies of the Client Literature to Us for Our approval (not to be unreasonably

withheld). You undertake that you shall not distribute any Client Literature until you have received written confirmation from Us that We approve the Client Literature. You are solely responsible for meeting all costs relating to the Client Literature (including reprinting costs if Our approval is not obtained prior to printing).

- 5.4.5 You undertake that any Client Literature will: comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event; comply with any instructions or directions issued by or on behalf of Us; not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and include any legal or good practice notices as required by Us from time to time.
- 5.4.6 You shall not do, or omit to do, (and you shall procure that none of your employees, agents or contractors shall do, or omit to do) anything which may: (i) bring the Event or the other party into disrepute; (ii) disparage the Event or Us; (iii) damage Our goodwill associated with the Event; or (iv) be otherwise prejudicial to the image and/or reputation of the Event or Us.
- 5.4.7 You shall not engage in joint promotions with any third party in relation to the Event without Our prior written consent.
- 5.4.8 For the avoidance of doubt it shall be your responsibility to take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.
- 5.4.9 You shall comply with all relevant laws and regulations which may apply in relation to your involvement in the Event and you will indemnify and keep indemnified and defend (at your own expense) Us against all costs, claims, damages or expenses suffered or incurred by Us or for which We may become liable due to any failure by you or your employees or agents to comply with any of your obligations under this Agreement or any applicable laws and regulations.

## 5.5 Our Obligations

- 5.5.1 We shall provide the Sponsor Benefits and organise the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out on the Form) on aspects of the Event where We deem it appropriate to do so.
- 5.5.2 The Sponsor Benefits are personal to you and We are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.
- 5.5.3 We shall, within seven days of signature of this Agreement by both parties, supply you with examples of the Event Marks in a suitable format.

## 5.6 Sponsorship Fee

- 5.6.1 In consideration of Us providing the Sponsor Benefits, you shall pay to Us the Sponsorship Fee in accordance with the Payment Schedule, and to the account specified on the Form.
- 5.6.2 If the Sponsorship Fee is not received by Us when due, We reserve the right not to supply, or cease to supply, any or all of the Sponsor Benefits. For the

avoidance of doubt, you shall not be permitted entry to the Event unless full payment has been received by Us.

- 5.6.3 Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment shall be due and payable immediately on signature of the Form.
- 5.6.4 Without prejudice to any other rights and remedies available to Us if payment is not made in accordance with Clause 5.6.1, interest on the overdue balances (including any period after the date of any judgement or decree against the Customer), and late payment fees, fall due and payable and are calculated upon the basis set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 5.6.5 The Sponsorship Fee is exclusive of any applicable sales tax (including but not limited to, VAT) which shall be paid by you at the rate from time to time in force.

## 5.7 Intellectual Property Rights

The parties acknowledge as follows:

- 5.7.1 all intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in the Sponsor Marks shall be solely and exclusively owned by you, together with any goodwill therein, and We shall not acquire any rights in the Sponsor Marks; and
- 5.7.2 all intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in the Event Marks shall be solely and exclusively owned by Us, together with any goodwill therein, and you shall not acquire any rights in the Event Marks.
- 5.7.3 All intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in or arising out of or in connection with the Event (including but not limited to any rights accruing in the Event Marks) shall be owned by Us but always without prejudice to Clause 5.7.1
- 5.7.4 You shall indemnify Us and keep Us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that Our use of your intellectual property rights in accordance with the Agreement (including without limitation the Sponsor Marks) infringes any intellectual property rights (including, but not limited to, copyright, trademarks and design rights) of any third party.
- 5.7.5 Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks or do anything which will or may affect any registration of the other party's marks.
- 5.7.6 You agree that you shall not use the Event Marks in any way that, in Our reasonable opinion, connotes that We are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that We endorse any part of your business, trading name or style.
- 5.7.7 If during the Term of the Agreement, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual

property rights (including, but not limited to, copyright, trademarks and design rights), then it shall promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.

## 5.8 Changes Cancellation & Postponement

- 5.8.1 We reserve the right to and shall be entitled to make changes to the Event at any time without liability to you, including without limitation in respect of the timings on the day, date, content, format of the event, speaker or venue. We will keep you informed of any such changes from time to time.
- 5.8.2 We reserve the right and shall be entitled, in Our sole discretion, to cancel or postpone the date of the Event. We shall give written notice to the Sponsor of Our decision to cancel or postpone the Event as soon as reasonably practicable. Upon receipt of such notice:
  - (a) in the case of cancellation of the Event by Us the Sponsor shall be entitled to:
    - (i) terminate this Agreement and to the extent that any Sponsor Benefits have not been received by the Sponsor (or where only a proportion of a Sponsor Benefit has been received by the Sponsor) at the date of such cancellation, to obtain a refund of such proportion of Sponsorship Fees paid as We may reasonably determine; or
    - (ii) to apply the Sponsorship Fee (paid or payable) to another of Our events, provided that the date of such new event is less than 12 months from the date of the original Event;
  - (b) in the case of postponement of the Event by Us:
    - (i) where the new Event date is 12 months or less away from the original Event date, the Sponsor is deemed to accept the new Event date and the Sponsor is not entitled to terminate this Agreement or elect to apply the Sponsorship Fee to another ALFED event; or
    - (ii) where the new Event date is more than 12 months away from the original Event date, the Sponsor may: elect to apply the Sponsorship Fee (paid or payable) to the new ALFED event date; or elect to apply the Sponsorship Fee (paid or payable) to another ALFED event offered by Us to the Sponsor, provided that the date of such new event is not greater than 12 months from the cancelled Event date; or terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees paid as We may reasonably determine.
    - (iii) For the avoidance of doubt, where the Sponsor elects to apply the Sponsorship Fee to another ALFED event, We cannot guarantee to provide the same Sponsor Benefits for the same Sponsorship Fee.

5.8.3 Save to the extent set out above, no refunds will be given by Us to the Sponsor in respect of any postponement or cancellations.

## 5.9 Term and Termination

5.9.1 This Agreement shall take effect on the date that you sign the Form and shall continue until completion of the Event (the "Term"), unless terminated early in accordance with its terms.

5.9.2 Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other (1) has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within 14 days of being required to do so by written notice or (2) ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

5.9.3 Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

5.9.4 Upon termination of this Agreement by Us in accordance with this Clause 5.9, all outstanding sums owing to Us at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before you have received all the Sponsor Benefits, We shall charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits received by you prior to the date of termination.

5.9.5 Upon expiry or termination of this Agreement, the parties agree that (1) Our obligations to provide any further Sponsor Benefits shall cease (2) any licences granted pursuant to this Agreement shall immediately cease; and (3) you shall destroy any Sponsor Literature and remove the Event Marks from any other materials in your possession.

## 5.10 Limitation of Liability

5.10.1 Subject to Clause 5.10.3, Our aggregate liability to you, however caused, in respect of all claims (or series of claims) arising out of or in connection with this Agreement or otherwise in connection with the Event, shall be limited to the Sponsorship Fees paid by you.

5.10.2 Notwithstanding any other provision in this Agreement, but subject to Clause 5.10.3, We shall not be liable, in each case however caused for any direct or indirect loss or damage, loss of profit, loss of revenue, loss of business, loss of contracts, loss of opportunities, loss of data, loss of anticipated savings or interest, loss of reputation, loss of goodwill, loss of use; or costs for wasted management or staff time; or travel, accommodation or other costs and expenses; or indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

5.10.3 Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

5.10.4 We shall not be in breach of this Agreement for any change to the Event under Clause 5.8.1 or any postponement and/or cancellation of the Event under Clause 5.8.2 of this Agreement and the Sponsor acknowledges that the rights in respect of postponement and/or cancellation of the Event under Clause 5.8.2 are the Sponsor's sole rights and the Sponsor waives all other rights and remedies in respect of any postponement and/cancellation of the Event. For the avoidance of doubt, We shall not be liable to the Sponsor or any third party for any travel, accommodation or other costs and expenses incurred in connection with any change to the Event under Clause 5.8.1 or any postponement and/or cancellation of the Event under Clause 5.8.2 of this Agreement.

#### 5.11 Confidentiality

5.11.1 Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature (which shall include details of the Sponsorship Fee) and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.

5.11.2 Each party shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and (ii) to the extent that such confidential information is required to be disclosed by law.

#### 5.12 Anti-Bribery

5.12.1 You warrant that you shall (1) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (2) comply with such of Our anti-bribery and anti-corruption policies as are notified to you from time to time; and (3) promptly report to Us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Agreement.

5.12.2 Breach of this Clause 5.12 shall be deemed a material breach of this Agreement.

#### 5.13 Force Majeure

5.13.1 We shall not be liable for any hindrance, failure or delay in performing any of Our obligations arising out of or in connection with this Agreement as a result of an event or series of connected events beyond Our reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving Our workforce or of any other party), default of suppliers or sub-contractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or

breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) ("Force Majeure Event").

5.13.2 In the event of a Force Majeure Event, We shall be entitled, without liability, at Our sole discretion to vary, perform, suspend performance of, postpone, cancel the Event and/or this Agreement and/or terminate this Agreement on giving written notice to the Sponsor.

5.14 General Legal Provisions relating to the Sponsorship Agreement

5.14.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

5.14.2 You may not assign, sub licence or otherwise transfer any of your rights or obligations under this Agreement without Our prior written Agreement.

5.14.3 You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement (save that this shall not apply so as to limit or exclude either party's liability for fraud).