

# **Shard Financial Media Limited**

**Terms & Conditions**

**Updated 8<sup>th</sup> January 2019**

**Advertising/Publishing – P2**

**Awards – P11**

**Conferences – P18**

**Sponsorship – P23**

**Premium Member – P31**

# ADVERTISING TERMS AND CONDITIONS

These Advertising Order Terms and Conditions (Terms) will apply to all Advertisements accepted for publication by us.

Please read these Terms carefully and make sure that you understand them before making an Order.

These Terms apply to all Orders to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including any that you may send to us when submitting or paying for Advertisement.

## 1 Definitions & Interpretation

1.1 In these Terms the following words shall mean:

Advertisement	any advertising or promotional material that is to be: (i) printed in a Print Publication and/or (ii) published or otherwise displayed by electronic means via or as part of or in connection with any Online Publication;
Advertiser	any person who promotes products or services to the general public or a section of the public, whether such person is you or not;
Advertiser Dependencies	the Copy Deadline, together with any other of your obligations which we may specify in connection with the proposed publication of the Advertisement (whether included in the Confirmation of Order or otherwise) including, but not limited to, the delivery format and/or file configuration in which any copy for the Advertisement (whether for a Print Publication or an Online Publication) is to be supplied to us;
Charges	the charges payable by you for the Services in accordance with clause 7;
Confirmation of Order	our written confirmation of your Order contained in an Order Form;
Copy	the physical or digital materials and copy produced or written in respect of the Advertisement;
Copy Deadline	where applicable, the latest date (as stated in the Confirmation of Order) by which you are obliged to give us full instructions and copy for carrying out your order in accordance with and subject to these Terms;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Online Publication	any website operated or controlled by us or other electronic medium (including, but not limited to, e-mail communications and alerts), whether connected with or related to the title of a Print Publication or otherwise;
Order	your order for Advertisement in the Order Form, or your written acceptance of a quotation by us, as the case may be;
Order Form	our standard order form, including by reference the current form of Rate Card;
Print Publication	any newspaper, magazine, insert or 'insert' (and including any supplement for which no charge is made to its recipient and which is published whether regularly or occasionally as part of or in association with such newspaper or magazine) published by us;
Rate Card	our rate card from time to time in force, including (amongst other things) our scale of advertisement rates;
Services	the services in relation to the Advertisement (including the production, writing, re-working or amending of the Advertiser Dependencies (as the case may be) and placing, publication or broadcasting of the Advertisement) supplied by us to you under these Terms;
we/our/us	Shard Financial Media Limited (company no. 5481132) with its registered office at Axe & Bottle Court, 70 Newcomen Street, London SE1 1YT;
Working Days	9am to 5pm any day Monday to Friday inclusive other than Christmas Day, Good Friday, bank and other public holidays;
you	the person placing the order with us for the publication of the Advertisement (including, but not limited to, the Advertiser's advertising agency or media buyer).

1.2 Where the context so admits, words importing the one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.3 A reference to a statute, statutory provision or other legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.

## **2 Application of these Terms**

2.1 Your Order constitutes an offer to purchase the Services in accordance with these Terms.

2.2 You are required to provide us with a Purchase Order Number if your organisation uses such a system or, if no purchase order number is given, you confirm that you are not required to do so.

2.3 No Order placed by you shall be deemed accepted by us until the Confirmation of Order is issued.

2.4 These Terms constitute the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by us (or on behalf of us) which is not set out in these Terms.

2.5 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of these Terms or have any contractual force.

2.6 These Terms apply together with such additional conditions (if any) as may be set out in the Rate Card, to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any variation or inconsistency between these Terms and the conditions set out in the Rate Card, these Terms shall prevail.

## **3 Supply of Services**

3.1 We shall supply the Services to you in accordance with the Order in all material respects.

3.2 We shall use reasonable endeavours to meet any performance dates specified in the Rate Card, Order or otherwise, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 We reserve the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

3.4 We warrant to you that the Services will be provided using reasonable care and skill.

## **4 Your Obligations**

4.1 You warrant, represent and undertake to us that:

4.1.1 in relation to any and all Advertisements you contract with us as principal at law notwithstanding that you may be acting directly or indirectly for the Advertiser or in any other representative capacity;

4.1.2 where you are the Advertiser's advertising agency, you warrant that you are authorised by the Advertiser to place the Advertisement with and purchase the Services from us and you will indemnify us against any claim made by the Advertiser against us arising from the Services;

4.1.3 any and all other Advertiser Dependencies will be met and, unless otherwise agreed in writing by us, all copy for any Advertisements will be delivered to in an approved digital format and/or file configuration and, in the case of an Advertisement to be published in a Print Publication, delivered at least 21 Working Days prior to the Copy Deadline;

4.1.4 the reproduction or publication of the Advertisement by us (either in the Print Publication or the Online Publication or both, as the case may be) in the form originally submitted by you (or as amended pursuant to these Terms) will not breach any contract with a third party or infringe or violate the Intellectual Property Rights of any third party or otherwise be unlawful or render us liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever;

4.1.5 the Advertisement is legal, honest and truthful and not misleading, obscene, fraudulent, offensive or defamatory and complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority;

4.1.6 the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom;

4.1.7 you or Advertiser (as the case may be) are either the owner of the copyright in the Advertisement, or that the

relevant party has all the requisite rights, authorities and permissions to publish the Advertisement;

4.1.8 any information supplied by you to us in connection with the Advertisement and/or Services is accurate, complete and true;

4.1.9 in respect of any Advertisement submitted for publication or broadcast which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified you or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;

4.1.10 in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or the Advertisement's contents have been approved by, an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or under any other legislation subordinate to the Act;

4.1.11 in the case of any Advertisement submitted for publication by you which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, you or the Advertiser has obtained the authority of that living person to make use of his or her name, identity, image, representation and/or copy;

4.1.12 all instructions, artwork or other material submitted to us by electronic means shall not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and shall not be corrupted;

4.1.13 you have retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Advertisement as we shall not be liable for the loss of or damage to any of these items submitted to us.

4.2 You shall:

4.2.1 ensure that the terms of the Order are complete and accurate;

4.2.2 co-operate with us in all matters relating to the Services;

4.2.3 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and

4.2.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.

4.3 Notwithstanding any other provisions in these Terms, if our performance of any of our obligations under these Terms is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Your Default):

4.3.1 we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations to the extent the Your Default prevents or delays our performance of any of our obligations;

4.3.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of your obligations as set out in this clause 4.3;

4.3.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default; and

4.3.4 you shall remain fully liable for payment of the Charges in relation to the Services under these Terms.

## **5 Advertisements: Copy, Alterations, Accuracy, Publication, etc**

5.1 Notwithstanding clause 4 above, we shall be entitled at any time to require you to amend any artwork, materials and copy for and relating to any Advertisement, or refuse (without notice) to publish any Advertisement for the purpose of:

5.1.1 complying with any legal or moral obligations placed on us, you or the Advertiser; or

5.1.2 avoiding the infringement of (i) the Intellectual Property Rights of any third party, (ii) the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority or (iii) any other applicable law; or

5.1.3 meeting to our reasonable satisfaction (i) the production and quality specifications stipulated on our Rate Card or (ii) any other Advertiser Dependencies.

5.2 We reserve the right at our discretion and without notice to you to decline to publish, or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion, or publication. However, we will use reasonable efforts to comply with your requests although we do not warrant the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement.

## **6 Advertisements: Specific provisions for Online Publications**

## 6.1 In relation to Online Publications:

- 6.1.1 you shall submit copy for the Advertisement at least 48 hours prior to the intended go-live date. If you submit your copy late then we reserve the right to publish the Advertisement at a time of our choosing;
- 6.1.2 if you are supplying creative content in the form of an Advertisement that links to another website you must inform us in writing at least 2 Working Days prior to the intended go-live date;
- 6.1.3 if an Advertisement links to another website you are responsible for maintaining the link and for the content of the linked-to website. We may remove any Advertisement which contains content or links to a website which, in our discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring us into disrepute. You will indemnify us from and against any claims or liability suffered or incurred by us arising in any connection from links contained in an Advertisement;
- 6.1.4 if we receive complaints about the content of an Advertisement we may, at our discretion, remove the Advertisement from display without reference or liability to you or Advertiser;
- 6.1.5 the provisions set out in this clause 6 apply in addition (save where the context expressly permits) and without prejudice to all other provisions set out in these Terms.

## 7 Charges and Payment

- 7.1 The Charges for the Services shall be as set out in the Rate Card, unless otherwise agreed by us in writing.
- 7.2 We reserve the right to change the terms of our Rate Card and /or the Charges at any time.
- 7.3 Account facilities are granted at our sole discretion. All accounts must be settled within 30 days from the date of invoicing.
- 7.4 Unless you are an account holder, or otherwise agreed with us in writing, full payment of the Charges must be received prior to the Copy Deadline. Full details of each remittance are to be supplied to us by the due time for payment.
- 7.5 Payment of the Charges shall be made as aforesaid whether or not you have received our invoice or provided us with an order number at the time the Order was placed.
- 7.6 We accept payment of the Charges by the following means:
  - 7.6.1 VISA, MasterCard, Maestro debit cards (with no additional charge);
  - 7.6.2 VISA or MasterCard credit cards (subject to a 3.5% surcharge); or
  - 7.6.3 bank transfer to our nominated bank account, as notified to you in writing.
- 7.7 Time for payment of the Charges shall be of the essence of these Terms.
- 7.8 All queries in relation to an invoice or the Charges must be notified to our accounts department within 5 Working Days of the invoice date. The existence of any query on any individual items in an account and/or on an invoice shall not affect the due date for payment of the balance of the account and/or invoice.
- 7.9 All amounts payable by you under these Terms are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under these Terms by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.10 You shall pay all amounts due under these Terms in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to it by you against any amount payable by us to you.

## 8 Advertisements: Responsibility and Liability

- 8.1 You shall indemnify us and keep us indemnified against all proceedings, claims, demands, damages, costs, expenses or any other loss whatsoever arising directly or reasonably foreseeably as a result of (i) the publication of the Advertisement or (ii) any breach of your obligations under these Terms or implied by law.
- 8.2 With regard to the actual or intended insertion of an Advertisement in any Print Publication or Online Publication we shall not be responsible to you or liable for:
  - 8.2.1 checking the correctness of the Advertisement in the form it is received from you;

- 8.2.2 any error in the Advertisement in the form it is received from you;
- 8.2.3 the wording, representation, placement or quality of colour or mono reproduction of the Advertisement;
- 8.2.4 the actual positioning or prominence of the Advertisement in the Print Publication and/or Online Publication (as the case may be);
- 8.2.5 the repetition of any error in an Advertisement ordered for more than one insertion;
- 8.2.6 the distribution or promotion of the Print Publication or Online Publication in a specific geographical area;
- 8.2.7 the failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise;
- 8.2.8 any order given by you in the nature of a "stop order" or cancellation or transfer of the publication of the Advertisement unless it is given to us in writing, in the case of an Advertisement to be published in a Print Publication, at least 28 Working Days before the Copy Deadline and, in the case of an Advertisement to be published in an Online Publication, at least 72 hours prior to the intended go-live date;
- 8.2.9 any loss whatsoever caused by delay or failure by us to issue the Print Publication or Online Publication on the due date (or such other date of release, display or publication, as the case may be), or our decision to suspend the Print Publication and/or Online Publication or cease the Print Publication or Online Publication altogether;
- 8.2.10 any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Advertisement being submitted by you in electronic form that is in breach of the warranty at clause 4.1.5 above;
- 8.2.11 any matter of complaint, claim or query (whether in relation to the Advertisement, in which case clause 8.3 shall apply, or our invoice related thereto) unless raised with us in writing within 5 Working Days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear, or your receipt of the invoice giving rise to it; or
- 8.2.12 any failure of the Advertisement to meet or generate any target response levels or page impressions.

8.3 Subject to clause 8.2, if an Advertisement contains an error caused by us and this detracts materially from the Advertisement then provided you give written notice to us of the error in the Advertisement (as the case may be): within 5 Working Days of its publication or display in the case of a single order; or before either the Copy Deadline for its next insertion or subsequent go live date (as the case may be) in the case of a series order we will at our discretion either:

- 8.3.1 give you credit for the cost of the Advertisement containing the error; or
  - 8.3.2 publish the Advertisement for a second time without charge to you
- and to that extent such credit or re-publication (as the case may be) shall be our maximum liability to you. Such matter dealt with under this clause 8.3 shall not affect your liability for payment by the due date of our charges for the Advertisement and all other Advertisements.

8.4 Except to the extent specified in clause 8.3, we shall not be liable for any loss or damage suffered by you (or the Advertiser) as a result of any total or partial failure of publication, distribution or availability of any Print Publication or Online Publication in which any Advertisement is scheduled to be included, or for any error, misprint or omission in the printing of any Advertisement.

## **9 Cancellation & Termination**

9.1 If you wish to cancel an Order prior to first publication of the Print Publication or first display of the Online Publication, you should submit a request to us in writing to stop, cancel or suspend an Advertisement (Cancellation Request). Where a Cancellation Request is made you shall be liable for the costs set out in clause 9.2 (Cancellation Costs).

9.2 Without prejudice to clause 9.1, the following Cancellation Costs remain due following a Cancellation Request, and you acknowledge that these charges represent a genuine pre-estimate of our losses:

### Display Advertising

- 9.2.1 Cancellation Request received 28 days or more before first publication, 25% of total order fee due
- 9.2.2 Cancellation Request received 15-27 days before first publication, 50% of total order fee due
- 9.2.3 Cancellation Request received 0-14 days before first publication, 100% of total order fee due

### Digital Advertising

- 9.2.4 Cancellation Request received 28 days or more before first display, 25% of total order fee due
- 9.2.5 Cancellation Request received 8-27 days before first display, 50% of total order fee due
- 9.2.6 Cancellation Request received 0-7 days before first display, 100% of total order fee due

### Recruitment and classified advertising

- 9.2.7 Cancellation Request received 28 days or more before first publication, 25% of total order fee due
- 9.2.8 Cancellation Request received 8-27 days before first publication, 50% of total order fee due
- 9.2.9 Cancellation Request received 0-7 days before first publication, 100% of total order fee due

If you have paid sums for Advertisements in advance and are entitled to a refund, we shall use our reasonable endeavours to pay such refund to you within 30 Working Days of receipt of the written notice of cancellation.

9.3 Should you, part way through wish to stop or cancel an Advertisement that is being displayed in an Online Publication for an agreed period of time in excess of 14 days then you must give written notice to us of your request to stop or cancel the Advertisement and all charges connected with the display of the Advertisement shall, unless otherwise expressly agreed by us in writing, be non-refundable.

## **10 Intellectual Property Rights**

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us, except where the Copy is produced and provided fully by you and/or Advertiser, in which event the Intellectual Property Rights in such Copy shall be owned by you or Advertiser (as the case may be).

10.2 For the avoidance of doubt, where we are requested to contribute to, alter or rework a Copy submitted by you, then we will retain the copyright and any other Intellectual Property Rights in such contributions or alterations to the Copy.

10.3 All copyright and all other rights of a similar nature that are created or exist in material originated by us in connection with the publication of the Advertisement remains vested in us.

## **11 Confidentiality**

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under these Terms, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of these Terms.

## **12 Limitation of Liability**

12.1 Nothing in these Terms shall limit or exclude our liability for:

12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1:

12.2.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any loss of profit, or (ii) any indirect or consequential loss arising under or in connection with an Order under the Terms; and

12.2.2 our total liability to you in respect of all other losses arising under or in connection with an Order under these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges payable for the Services under that Order.

12.3 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

12.4 Any material submitted by you and/or Advertiser is held by us at your and/or Advertiser's risk and should be insured by you and/or Advertiser against any loss or damage from whatever cause.

12.5 You shall indemnify us in respect of any loss, liability, claim, proceedings, demands, damage, expenses (including legal expenses) or other charges arising directly or indirectly as a result of publication or broadcasting of the Advertisement.

12.6 We will not be liable for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.

12.7 This clause 12 shall survive termination of these Terms.

## **13 Data Protection**

13.1 We may be required to carry out a credit check on you and/or Advertiser, and the credit agency will record the fact that a search has been made. We may need to share your and/or the Advertiser's information with other lenders and credit agencies. However the information from these searches will only be used to make credit granting decisions and if necessary for fraud prevention and tracing debtors.

13.2 Any personal details provided in relation to an Order are subject to our Privacy Notice. In any event, we will not pass on any personal details to any third party other than as necessary to provide the Services or as set out in these Terms and our Privacy Notice.

13.3 We may use your details to contact you for marketing purposes in relation to future Advertisements. If you would prefer not to receive these marketing communications, please let us know by emailing: [marketing@shardmediagroup.com](mailto:marketing@shardmediagroup.com).

## **14 Termination**

14.1 Without limiting our other rights or remedies, we may terminate an Order and these Terms with immediate effect by giving written notice to you if:

14.1.1 you commit a material breach of these Terms and (if such a breach is remediable) fail to remedy that breach within 10 Working Days of that party being notified in writing of the breach;

14.1.2 you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;

14.1.3 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;

14.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up;

14.1.5 you (being an individual) are the subject of a bankruptcy petition or order;

14.1.6 a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 10 Working Days;

14.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);

14.1.8 a floating charge holder over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;

14.1.9 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

14.1.10 any event occurs or proceeding is taken with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.2 to clause 14.1.9 (inclusive);

14.1.11 you suspend or cease or threaten to suspend or cease, to carry on all or a substantial part of your business; or

14.1.12 you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation.

14.2 Without limiting our other rights or remedies, we may terminate these Terms with immediate effect by giving written notice to you if you fail to pay any amount due under these Terms on the due date for payment.

14.3 Without limiting our other rights or remedies, we shall have the right to suspend provision of the Services under these Terms or any other contract between you and us if you become subject to any of the events listed in clause 14.1.2 to clause 14.1.12, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under these Terms on the due date for payment.

## **15 Consequences of Termination**

15.1 On termination of these Terms for any reason:

15.1.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

15.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and

15.1.3 any clause of these Terms which expressly or by implication have effect after termination shall continue in full force and effect.



## **16 Force majeure**

16.1 For the purposes of these Terms, "Force Majeure Event" means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of us or our subcontractors.

16.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event.

16.3 If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, we shall, without limiting our other rights or remedies, have the right to terminate these Terms immediately by giving written notice to you.

## **17 Assignment**

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent.

## **18 Notices**

18.1 Any notice or other communication required to be given to a party under or in connection with these Terms shall be in writing and shall be delivered personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to the party at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to its main fax number or by email to the email address stated on an Order.

18.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Working Day after transmission.

18.3 This clause 18 shall not apply to the service of any proceedings or other documents in any legal action.

## **19 Variation and waiver**

19.1 A variation of these Terms shall be in writing and signed by or on behalf of both parties to these Terms.

19.2 A waiver of any right under these Terms is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

19.3 Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

## **20 Third Parties**

None of the provisions of these Terms are intended to confer a benefit on or be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **21 Severance**

21.1 If any provision (or part of a provision) of these Terms are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **22 Governing law and jurisdiction**

22.1 These Terms and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute

or claim that arises out of or in connection with these Terms.

---

## AWARDS TERMS AND CONDITIONS

These Awards Terms and Conditions ("Terms") will apply to the contract between you and Shard Financial Media Limited ("us" or "we") regarding the booking of Tickets at our Awards. These are also the Awards Terms and Conditions upon which each Entry Registration and Submission to any Shard Financial Media Limited Awards program shall be subject. If Shard Financial Media ("we", "us", "our" or "Shard Financial Media") accept an entrant's ("you", "your", "yourself" or "entrant") Entry Registration or Submission, you will be bound by these Terms and Conditions and your Entry registration(s) and Submission(s) shall be considered and judged in accordance with these terms. We reserve the right to amend these Terms and Conditions at any time and such changes shall be deemed notified to you by their publication online.

Please read these Terms carefully and make sure that you understand them before making an Order and/or submitting an Entry.

### 1 Definitions & Interpretation

1.1 The definitions set out below have the following meanings in these Terms:

Administration Charge	our administration charge for amending a Booking or making an Alternative Booking in accordance with clause 2.5;
Attendees	the individuals notified by you to us (i) at the Attendee Details section of the Booking Form at the time Booking who will have a place at one of the Tables, or (ii) as Alternative Attendees in accordance with clause 7.3;
Awards	the award ceremonies we run as set out on our Website from time to time;
Booking	a booking for Tables at an Awards made in accordance with these Terms;
Booking Confirmation	the booking confirmation sent by us to you confirming your Booking, as sent in accordance with clause 2.7 of these Terms;
Booking Criteria	the criteria that we may apply from time to time regarding the ability to make a Booking for a Table under these Terms;
Booking Form	our standard booking form provided for booking Tables at Awards, as set out on our Website or notified to you via email, post or fax;
Category	each particular category of the awards program to be granted and presented by Shard Financial Media in the course of the Awards as more particularly listed and detailed on the website;
Entry form	the summary which should accompany your submission;
Entry or Entry Registration	your entry registration to be considered for entry;
Fee	the relevant entry registration fee corresponding to the relevant entry registration according to the relevant Category for which the entry is made as set out on the Website;
Gala Dinner	the Awards gala ceremony and dinner at which the winners will be announced;
Judging Criteria	the criteria and bases for judging entries and granting awards to entrants;
Submission	the written and electronic media that you submit for judging;
Tables	a table(s) at an Awards;
Table Zone	the location and pricing zone within which the Table is to be located at an Awards;
Website	<a href="http://www.creditstrategy.co.uk/events">www.creditstrategy.co.uk/events</a> ;
we/us/our	Shard Financial Media Limited;
you/your	the entity stated as the Customer on the Awards Booking Form

### 2 Bookings

2.1 Bookings should be made by:

2.1.1 submitting a completed Booking Form through our Website;

2.1.2 submitting a completed Booking Form by email to our sales team at sales@shardmediagroup.com or by fax to 020 7940 4843; or

2.1.3 contacting our sales team by phone on 020 7940 4835.

2.2 You are required to provide us with a Purchase Order Number if your organisation uses such a system or, if no purchase order number is given, you confirm that you are not required to do so.

2.3 All Bookings are subject to availability and the provisions set out in these Terms.

2.4 Where there is no availability for Tables, we will inform you as soon as reasonably practicable.

2.5 We will notify you where you do not meet the Booking Criteria for the requested Booking. Where you do not meet the Booking Criteria, we will offer you the opportunity to make a Booking for which you do satisfy the Booking Criteria ("Alternative Booking"). In such circumstances, we shall be entitled to apply an Administration Charge. Where you choose not to make the Alternative Booking, we shall refund any payments made by you already for a Booking within 30 days of you notifying us not to accept the alternative Booking but subject to withholding an Administration Charge.

2.6 Where you have phoned to make a Booking, we should be able to confirm whether it is possible to make a Booking at the time of your call.

2.7 Where you have submitted a Booking by the Website, email or fax (or it was not possible to confirm a Booking at the time you called us), we will either:

2.7.1 send you a Booking Confirmation, confirming your Booking; or

2.7.2 notify you that your Booking has been rejected

within five (5) working days of our receipt of your Booking Form or booking request.

2.8 No Booking is confirmed until you receive a Booking Confirmation from us.

### **3 Table Location**

3.1 The Table Zone for your Tables will be as stated in the Booking Confirmation.

3.2 We reserve the right to alter your Table location without prior notice. If this is necessary for any reason:

3.2.1 in relation to moving you to a Table to another Table within the same Table Zone, there will be no additional charge, or reimbursement;

3.2.2 in relation to moving you to a Table within a Table Zone that is of a higher value, there will be no additional charge or reimbursement; and

3.2.3 in relation to moving you to a Table within a Table Zone that is of a lower value, we will reimburse to you any reduction in the value between the price of your Table's original Table Zone and the altered Table Zone.

### **4 Prices**

4.1 Our prices for Tables at an Awards are:

4.1.1 available on the Website;

4.1.2 set out on the relevant Booking Form for the Awards; or

4.1.3 available upon request from us.

4.2 Prices are subject to change from time to time and subject to VAT.

### **5 Payment**

5.1 You shall make payment for Tables as follows:

5.1.1 where you submit a Booking through our Website: upon completion of the Booking Process or within 5 working days of receiving the Booking Confirmation;

5.1.2 where you submit a Booking by email or fax: within 5 working days of receiving the Booking Confirmation;

5.1.3 where you make a Booking by phone: during completion of the Booking on the phone or within 5 working days of receiving the Booking Confirmation.

5.2 Payment for a Table may be made by:

- 5.2.1 VISA, MasterCard, Maestro debit cards (with no additional charge);
- 5.2.2 VISA or MasterCard credit cards (subject to a 3.5% surcharge); or
- 5.2.3 bank transfer to our nominated bank account, provided on the invoice.

5.3 Where you submit a Booking less than 7 working days before the date of the relevant Awards, payment for the Tables shall be due immediately.

5.4 If you fail to make payment for the Tables on the relevant due date, we shall be entitled (at our sole discretion) to cancel the Booking by notice in writing to you

5.5 Where you have not made payment in full for the Tables by the due date, and we have not cancelled the Booking under clause 5.4, we reserve the right to refuse Attendees entry to Awards on the day of the event until payment has been made in full (including any interest that has accrued under clause 5.6).

5.6 You acknowledge and accept that if payment for the Tables is not made on the due date in accordance with this clause 5, interest on the overdue balances (including any period after the date of any judgment against you), 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).

## **6 Cancellations and Alterations**

6.1 You are not entitled to cancel a Booking once we have issued a Booking Confirmation. Additionally, no refunds are provided and the Booking cannot be transferred to an alternative Awards.

6.2 We reserve the right to alter the date, time and/or location of the Awards. For instance, if the venue is unavailable, if there are insufficient bookings or for any other reason outside of our reasonable control (including without limitation acts of god, floods, lightning, storm, fire, explosion, war, acts of terrorism or threats of any such acts, any strike action, lock-outs or other industrial action and a pandemic, epidemic or other widespread illness).

6.3 Where we alter the date, time and/or location of the Awards, we will provide you with notice of the same and will offer you the choice of either:

- 6.3.1 a credit for a future Awards of your choice (up to the value of sums paid by you in respect of the Awards); or
- 6.3.2 the opportunity to attend the Awards as varied.

## **7 Attendees**

7.1 The Tables will be made up of the Attendees and we will provide you with tickets for the Awards to distribute to the Attendees.

7.2 Subject to clause 7.3, only Attendees are allowed to attend the Awards. Prior to entrance to the Awards, Attendees maybe asked to show their ticket or provide other identification (e.g. photographic ID). An Attendee maybe refused access to the Awards, or asked to leave, if the Attendee is unable to provide their ticket or other identification.

7.3 If an Attendee is unable to attend the Awards, we may consider allowing an alternative attendee to replace them ("Alternative Attendee"). This is subject to you providing us with the details of the Alternative Attendee (including name and company of the Alternative Attendee) at least 5 working days before the Awards. Please notify us of any Alternative Attendees by email at: [events@shardmediagroup.com](mailto:events@shardmediagroup.com)

7.4 Subject to clause 7.3, a Booking is personal to you and the Attendees. You and the Attendees are expressly prohibited from selling, or in any other way transferring, a Booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel a Booking without refund if you or an Attendee breaches this clause 7.4.

## **8 Dress Code and Award Rules**

8.1 We shall notify you of any dress code that applies to Attendees for an Awards.

8.2 You are responsible for notifying the Attendees of the dress code and their compliance with such. Where an Attendee does not comply with the dress code for an Awards, we reserve the right to refuse the Attendee entry to the

Awards and you shall not be entitled to any refund of the Booking.

8.3 We reserve the right to refuse admission and to remove persons from the Awards for any reason where necessary. We may have to conduct security searches to ensure the safety of persons at the Awards.

## **9 Awards Content**

9.1 We will use reasonable endeavours to ensure the Awards covers the content advertised on the Website; and is conducted with reasonable skill and care and in accordance with practices consistent with the professional standards in the Awards industry but we accept no liability for failure to cover all or any part of that content, and reserve the right to vary the Awards contents at any time.

9.2 You acknowledge that opinions expressed by hosts at an Awards are those of the individual host and not necessarily ours.

## **10 Entry registrations**

10.1 Shard Financial Media reserves the right, in its absolute discretion, to extend the closing date for entry registrations for whatever reason.

10.2 Shard Financial Media accepts no responsibility for entry registrations that are lost, delayed, misdirected or incomplete, or cannot be delivered or entered for any technical or other reason.

10.3 You may submit any number of entry registrations to the Awards.

10.4 You may place an entry registration in more than one category.

10.5 You may make more than one entry registration in any given category.

10.6 You may enter the same product or project in more than one category.

10.7 Each individual entry costs £200.00 but are free of charge up until two weeks before the final deadline.

10.8 Shard Financial Media reserves the right to waive the entry fee in certain circumstances.

10.9 In the event that an entry registration is inaccurate or incomplete, does not comply with these conditions for entry or is deemed, at the sole discretion of Shard Financial Media, ineligible for any other reason, then the relevant entry registration will be disqualified and the entry registration fee will be forfeited.

10.10 Entries will only be accepted if they are submitted online, completed in full, and accompanied by the required photographs and any other supporting material.

10.11 Entries must be submitted by the person responsible for submitting the entry and to whom all correspondence concerning the Awards should be addressed.

## **11 Shortlisting and Judging**

11.1 All decisions made by the judging panel and by Shard Financial Media relating to shortlisting, presentations and granting of awards are final.

11.2 Shard Financial Media reserves at its sole discretion the right to:

11.2.1 disqualify entries or submissions which do not comply with these conditions or for any other reason;

11.2.2 not to make any particular award in any given category;

11.2.3 reorganise or split any category;

11.2.4 move an entry to another category without notice, if Shard Financial Media feels it would be better suited in the relevant category; and

11.2.6 disqualify any entry that is a production of two or more companies that does not have the agreement of all parties for the entry.

11.3 Any conflicts of interests must be disclosed upon submission, for example where a designated judge has a commercial interest in the prosperity of the company making a submission or its client.

11.4 Any canvassing, lobbying or attempted inducement of judges at any time will lead to disqualification.

11.5 All judges are required to sign a confidentiality agreement before appointment. Shard Financial Media also undertakes to adhere to the same confidentiality agreement.

11.6 Judges and organisers are bound by a clear agreement which prevents them from revealing the identity of winners until after the announcement of the award winners, which takes place during the gala evening.

11.7 The judges may decline to make any award in any category if in their opinion there are insufficient entries of a winning standard.

11.8 Shard Financial Media reserves the right to change the judging panel without prior notice to entrants

## **12 Limitations and Disclaimer**

12.1 The Awards name, logo and associated images remain the copyright of Shard Financial Media. Entry registration or submission does not grant you rights to use the Awards name, logo or associated images without the express written approval of Shard Financial Media.

12.2 Shard Financial Media reserve the right, in any circumstances, to cancel Awards at any time and shall not have any liability of whatsoever nature to entrants in such circumstances or otherwise.

12.3 In no event shall Shard Financial Media be liable whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or loss of business for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Awards, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information.

12.4 By entering the Awards all Entrants will be deemed to have accepted and be bound by the rules and consent to the transfer of their personal data to the Data Controller for the purposes of the administration of the Awards and any other purposes to which the Entrant has consented.

## **13 Liability**

13.1 Nothing in these Terms shall limit or exclude either party's liability for:

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 10.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for

(i) loss of profits,

(ii) loss of sales or business,

(iii) loss of agreements or contracts,

(iv) loss of anticipated savings,

(v) loss of or damage to goodwill and

(vi) any indirect or consequential loss.

13.3 Subject to clause 10.1, our aggregate total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with a Booking shall be limited to the price paid by you for the applicable Booking.

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

## **14 Indemnity**

You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you and the Attendees (including Alternative Attendees) during or otherwise in relation to a Booking and/or the Attendees (or Alternative Attendees) attendance at the Awards for which you have made a Booking.

## **15 Photographs and Filming**

15.1 Subject to clause 12.2, no photographic, audio recording or audio-visual recording equipment is allowed at the Awards (other than in the case of a person or entity who holds an appropriate license from us).

15.2 Attendees may bring mobile phones and tablet devices and take photographs for their own personal use or internal business purposes but are not permitted to use them to photograph, record and/or transmit the Awards in any capacity. You shall procure that any copyright in any unauthorised photograph, (audio and/or audio-visual) recording and/or transmission of the Awards (or any part of the Awards) is assigned to us.

## **16 Privacy**

16.1 Any personal details provided in relation to a Booking or Entry are subject to our Privacy Notice. In any event, we will not pass on any personal details to any third party other than as necessary to provide the Awards or as set out in these Terms and our Privacy Notice.

16.2 We may use your details to contact you for marketing purposes in relation to future Awards. If you would prefer not to receive these marketing communications, please let us know by emailing: [marketing@shardmediagroup.com](mailto:marketing@shardmediagroup.com).

## **17 Third Party Rights**

A person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these Terms.

## **18 Entire Agreement**

18.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 You acknowledge that in entering into these Terms you have not relied on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

18.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **19 No Partnership or Agency**

These Terms shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

## **20 Assignment**

Save as set out in clause 7, you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms.

## **21 Publicity**

21.1 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

21.2 You acknowledge that Attendees by being present at the Awards are consenting to being filmed and/or recorded. You shall procure that Attendees agree to such scenario and shall not assert any moral (or similar) rights and shall give all necessary consents under the Copyright Designs and Patents Act 1988 (as amended) and all other applicable legislation in respect of any film and/or recordings. We shall therefore be entitled to make full use of any film and/or recording in all current and future media worldwide without any liability or payment to you or the Attendees, including permitting others to do the same.

## **22 Governing Law and Jurisdiction**

22.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

---

## CONFERENCE BOOKINGS TERMS AND CONDITIONS

These Conference Booking Terms and Conditions ("Terms") will apply to the contract between you and Shard Financial Media Limited ("us" or "we") regarding the booking of Spaces at our Conferences.

Please read these Terms carefully and make sure that you understand them before making an Order.

These Terms apply to all Bookings to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including any that you may send to us when booking or paying for a Space.

### 1 Definitions & Interpretation

1.1 The definitions set out below have the following meanings in these Terms:

Administration Charge	our administration charge for amending a Booking or making an Alternative Booking in accordance with clause 2.5;
Attendees	the individuals notified by you to us (i) at the time Booking who will have a Space, or (ii) as Alternative Attendees in accordance with clause 7.3;
Booking	a booking for a Space at a Conference made in accordance with these Terms;
Booking Confirmation	the booking confirmation sent by us to you confirming your Booking, as sent in accordance with clause 2.7 of these Terms;
Booking Criteria	the criteria that we may apply from time to time regarding the ability to make a Booking for a particular Ticket Type under these Terms;
Booking Form	our standard booking form provided for booking Spaces at Conferences, as set out on our Website or notified to you via email, post or fax;
Conferences	the conference events we run as set out on our Website from time to time;
Space	a space(s) at a Conference;
Ticket Type	the type of tickets for a Conference as stated on our Website;
Website	<a href="http://www.creditstrategy.co.uk/events">www.creditstrategy.co.uk/events</a> ;
we/us/our	Shard Financial Media Limited;
you/your	the entity stated as the Customer on the Conference Booking Form

### 2 Bookings

2.1 Bookings should be made by:

2.1.1 submitting a completed Booking Form through our Website;

2.1.2 submitting a completed Booking Form by email to our sales team at [sales@shardmediagroup.com](mailto:sales@shardmediagroup.com) or by fax to 020 7940 4843; or

2.1.3 contacting our sales team by phone on 020 7940 4835.

2.2 You are required to provide us with a Purchase Order Number if your organisation uses such a system or, if no purchase order number is given, you confirm that you are not required to do so.

2.3 All Bookings are subject to availability and the provisions set out in these Terms.

2.4 Where there are no Spaces available for a Conference, we will inform you as soon as reasonably practicable.

2.5 We will notify you where you do not meet the Booking Criteria for the requested Ticket Type. Where you do not meet the Booking Criteria for the requested Ticket Type, we will offer you the opportunity to make a Booking for which you do satisfy the Booking Criteria ("Alternative Booking"). In such circumstances, we shall be entitled to apply an Administration Charge. Where you choose not to make the Alternative Booking, we shall refund any payments made by you already for a Booking within 30 days of you notifying us not to accept the alternative Booking but subject to withholding an Administration Charge.

2.6 Where you have phoned to make a Booking, we should be able to confirm whether it is possible to make a Booking at the time of your call.

2.7 Where you have submitted a Booking by the Website, email or fax (or it was not possible to confirm a Booking at the time you called us), we will either:

2.7.1 send you a Booking Confirmation, confirming your Booking; or

2.7.2 notify you that your Booking has been rejected within five (5) working days of our receipt of your Booking Form or booking request.

2.8 No Booking is confirmed until you receive a Booking Confirmation from us.

### **3 Ticket Type**

The Ticket Type for your Space will be as stated in the Booking Confirmation.

### **4 Prices**

4.1 Our prices for Spaces at a Conference are:

4.1.1 available on the Website;

4.1.2 set out on the relevant Booking Form for the Conference; or

4.1.3 available upon request from us.

4.2 Prices are subject to change from time to time and subject to VAT.

### **5 Payment**

5.1 You shall make payment for Spaces as follows:

5.1.1 where you submit a Booking through our Website: upon completion of the Booking Process or within 5 working days of receiving the Booking Confirmation;

5.1.2 where you submit a Booking by email or fax: within 5 working days of receiving the Booking Confirmation;

5.1.3 where you make a Booking by phone: during completion of the Booking on the phone or within 5 working days of receiving the Booking Confirmation.

5.2 Payment for a Space may be made by:

5.2.1 VISA, MasterCard, Maestro debit cards (with no additional charge);

5.2.2 VISA or MasterCard credit cards (subject to a 3.5% surcharge); or

5.2.3 bank transfer to our nominated bank account, provided on the invoice.

5.3 Where you submit a Booking less than 7 working days before the date of the relevant Conference, payment for the Spaces shall be due immediately.

5.4 If you fail to make payment for the Spaces on the relevant due date, we shall be entitled (at our sole discretion) to cancel the Booking by notice in writing to you.

5.5 Where you have not made payment in full for the Spaces by the due date, and we have not cancelled the Booking under clause 5.4, we reserve the right to refuse Attendees entry to Conference on the day of the event until payment has been made in full (including any interest that has accrued under clause 5.6).

5.6 You acknowledge and accept that if payment for the Spaces is not made on the due date in accordance with this clause 5, interest on the overdue balances (including any period after the date of any judgment against you), 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).

### **6 Cancellations and Alterations**

6.1 You are not entitled to cancel a Booking once we have issued a Booking Confirmation. Additionally, no refunds are provided and the Booking cannot be transferred to an alternative Conference.

6.2 We reserve the right to alter the date, time and/or location of the Conference. For instance, if the venue is

unavailable, if there are insufficient bookings or for any other reason outside of our reasonable control (including without limitation acts of god, floods, lightning, storm, fire, explosion, war, acts of terrorism or threats of any such acts, any strike action, lock-outs or other industrial action and a pandemic, epidemic or other widespread illness).

6.3 Where we alter the date, time and/or location of the Conference, we will provide you with notice of the same and will offer you the choice of either:

- 6.3.1 a credit for a future Conference of your choice (up to the value of sums paid by you in respect of the Conference); or
- 6.3.2 the opportunity to attend the Conference as varied.

## **7 Attendees**

7.1 The Spaces will be made up of the Attendees and we will provide you with tickets for the Conference to distribute to the Attendees.

7.2 Subject to clause 7.3, only Attendees are allowed to attend the Conference. Prior to entrance to the Conference, Attendees may be asked to show their ticket or provide other identification (e.g. photographic ID). An Attendee may be refused access to the Conference, or asked to leave, if the Attendee is unable to provide their ticket or other identification.

7.3 If an Attendee is unable to attend the Conference, we may consider allowing an alternative attendee to replace them ("Alternative Attendee"). This is subject to you providing us with the details of the Alternative Attendee (including name and company of the Alternative Attendee) at least 5 working days before the Conference. Please notify us of any Alternative Attendees by email at: [events@shardmediagroup.com](mailto:events@shardmediagroup.com)

7.4 Subject to clause 7.3, a Booking is personal to you and the Attendees. You and the Attendees are expressly prohibited from selling, or in any other way transferring, a Booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel a Booking without refund if you or an Attendee breaches this clause 7.4.

## **8 Dress Code and Conference Rules**

8.1 We shall notify you of any dress code that applies to Attendees for a Conference.

8.2 You are responsible for notifying the Attendees of the dress code and their compliance with such. Where an Attendee does not comply with the dress code for a Conference, we reserve the right to refuse the Attendee entry to the Conference and you shall not be entitled to any refund of the Booking.

8.3 We reserve the right to refuse admission and to remove persons from the Conference for any reason where necessary. We may have to conduct security searches to ensure the safety of persons at the Conference.

## **9 Course Content**

9.1 We will use reasonable endeavours to ensure the Conference covers the content advertised on the Website; and is conducted with reasonable skill and care and in accordance with practices consistent with the professional standards in the relevant Conference industry but we accept no liability for failure to cover all or any part of those topics, and reserve the right to vary the Conference contents at any time.

9.2 Neither the stated Conference objectives nor any other matter contained in the Conference information shall constitute a representation, condition or warranty by us that the Conference will achieve the objectives stated or otherwise achieve a particular level of competence or knowledge.

9.3 You acknowledge that opinions expressed by speakers at a Conference are those of the individual speaker and not necessarily ours.

## **10 Liability**

10.1 Nothing in these Terms shall limit or exclude either party's liability for:

- 10.1.1 death or personal injury caused by its negligence;
- 10.1.2 fraud or fraudulent misrepresentation; or
- 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for (i) loss of profits, (ii) loss of sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of or damage to goodwill and (vi) any indirect or consequential loss.

10.3 Subject to clause 10.1, our aggregate total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with a Booking shall be limited to the price paid by you for the applicable Booking.

10.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

## **11 Indemnity**

You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you and the Attendees (including Alternative Attendees) during or otherwise in relation to a Booking and/or the Attendees (or Alternative Attendees) attendance at the Conference for which you have made a Booking.

## **12 Photographs and Filming**

12.1 Subject to clause 12.2, no photographic, audio recording or audio-visual recording equipment is allowed at the Conference (other than in the case of a person or entity who holds an appropriate license from us).

12.2 Attendees may bring mobile phones and tablet devices and take photographs for their own personal use or internal business purposes but are not permitted to use them to photograph, record and/or transmit the Conference in any capacity. You shall procure that any copyright in any unauthorised photograph, (audio and/or audio-visual) recording and/or transmission of the Conference (or any part of the Conference) is assigned to us.

## **13 Privacy**

13.1 Any personal details provided in relation to a Booking are subject to our Privacy Notice. In any event, we will not pass on any personal details to any third party other than as necessary to provide the Conference or as set out in these Terms and our Privacy Notice.

13.2 We may use your details to contact you for marketing purposes in relation to future Conferences if you give us permission to do so. If you would prefer not to receive these marketing communications, please advise us by emailing: [marketing@shardmediagroup.com](mailto:marketing@shardmediagroup.com).

## **14 Third Party Rights**

A person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these Terms.

## **15 Entire Agreement**

15.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 You acknowledge that in entering into these Terms you have not relied on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the these Terms.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **16 No Partnership or Agency**

These Terms shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

## **17 Assignment**

Save as set out in clause 7, you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms.

## **18 Publicity**

18.1 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

18.2 You acknowledge that Attendees by being present at the Conference are consenting to being filmed and/or recorded. You shall procure that Attendees agree to such scenario and shall not assert any moral (or similar) rights and shall give all necessary consents under the Copyright Designs and Patents Act 1988 (as amended) and all other applicable legislation in respect of any film and/or recordings. We shall therefore be entitled to make full use of any film and/or recording in all current and future media worldwide without any liability or payment to you or the Attendees, including permitting others to do the same.

## **19 Governing Law and Jurisdiction**

19.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

---

## SPONSORSHIP TERMS AND CONDITIONS

These Terms and Conditions and the Sponsorship Form to which they are attached (together the "Agreement") set out the terms on which you agree to sponsor the Event.

Please read this Agreement carefully and make sure you understand it before signing.

### 1 DEFINITIONS

1.1 The definitions set out below have the following meanings in these Agreement:

Commercial Rights	any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.
Designation	the designation "Official Sponsor" of the Event.
Event	the event run by us as stated on the Sponsorship Form, or in the case of the Event being postponed or cancelled the new or revised Event as arranged in accordance with clause 13 .
Event Marks	Our Marks and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.
Event Marks Guidelines	any guidelines provided by us setting out the technical requirements for the reproduction of the Event Marks, as these guidelines may be amended by us from time to time by notice in writing to you.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Our Marks	our trade marks to be used for all promotion, advertising and marketing of the Event, as notified by us, together with any or our associated artwork, design, slogan, text and other collateral marketing signs that are to be used in connection with the Event.
Payment Terms	the payment terms set out on the Sponsorship Form.
Sponsor's Literature	any advertising or promotional materials or products produced by you (or on your behalf) which associates you or your products or services with the Event, or which incorporate or are distributed in association with the Event Marks.
Sponsor's Marks	your trade mark as specified on the Sponsorship Form, together with any of your accompanying artwork, design, slogan, text and other collateral marketing signs.
Sponsorship Fee	the sponsorship fee for the Sponsorship Rights as set out in the Sponsorship Form.
Sponsorship Form	the sponsorship form completed by you and provided to us regarding your sponsorship of the Event.
Sponsorship Rights	the bundle of rights granted to the Sponsor as set out on the Sponsorship Form.
Term	has the meaning given in clause 3.
we/us/our	Shard Financial Media Limited.
you/your	the entity stated as the Customer on the Sponsorship Form.

### 2 GRANT OF RIGHTS

2.1 We grant to you:

2.1.1 a licence to use the Event Marks provided to you in accordance with this Agreement solely to promote your sponsorship of the Event; and

2.1.2 the Sponsorship Rights,

during the Term and in accordance with this Agreement.

2.2 You acknowledge and agree that all rights not expressly granted to you under this Agreement are reserved to us, including that:

- 2.2.1 we are the owner or controller of the Commercial Rights and of all rights in the Event Marks; and
- 2.2.2 we shall be entitled to enter into any sponsorship arrangement with any third party regarding the Event.

2.3 You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use the Sponsor's Marks:

- 2.3.1 during the Term to deliver the Sponsorship Rights and promote and exploit the Event; and
- 2.3.2 for a period of 12 months following the Event in any media or report produced about the Event and in any promotional materials for similar events.

2.4 In the event that you change the Sponsor's Marks at any time during the Term, 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.

### **3 TERM**

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

### **4 SPONSORSHIP FEE**

4.1 In consideration of the Sponsorship Rights granted to you, you shall pay to us the Sponsorship Fee in accordance with the Payment Terms, and to by one of the account specified on the Sponsorship Form means stipulated in clause 4.4.

4.2 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 Sponsorship Form.

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

4.4 We accept payment of the Sponsorship Fee by the following means:

- 4.4.1 VISA, MasterCard, Maestro debit cards (with no additional charge);
- 4.4.2 VISA or MasterCard credit cards (subject to a 3.5% surcharge); or
- 4.4.3 bank transfer to our nominated bank account, provided on the Sponsorship Form.

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

### **5 YOUR OBLIGATIONS**

5.1 You undertake to us:

- 5.1.1 to exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement;
- 5.1.2 to use the Event Marks and other branding materials provided by us in accordance with any Event Marks Guidelines;
- 5.1.3 to apply any legal notices as required by us or as set out in the Event Marks Guidelines on all Sponsor's Literature;
- 5.1.4 prior to distributing any Sponsor's Literature, provide copies of the Sponsor's Literature to us for our approval (not to be unreasonably withheld). You undertake that you shall not distribute any Sponsor's Literature until you have received written confirmation from us that we approve the Sponsor's Literature. You are solely responsible for meeting all costs relating to the Sponsor's Literature (including reprinting costs if our approval is not obtained prior to printing);
- 5.1.5 to ensure that all Sponsor's Literature shall comply in all respects with the samples approved in accordance with clause 5.1.4;
- 5.1.6 to comply, without limitation, with all applicable laws and regulations in force that relate to the exercise of your rights and performance of your obligations under this Agreement;
- 5.1.7 to provide to us, at your sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by us for it to be reproduced under our control for the fulfilment of the Sponsorship Rights;



- 5.1.8 not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
- 5.1.9 not to use the Event Marks or any part of them or anything confusingly similar to them in your trading or corporate name or otherwise, except as authorised under this Agreement;
- 5.1.10 not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
- 5.1.11 to provide all reasonable assistance to us in relation to our exploitation of the Commercial Rights;
- 5.1.12 to use your reasonable endeavours to assist us in protecting the Event Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm (i) the Event Marks, (ii) our title to the Event Marks or (iii) our image or the image of the Event;
- 5.1.13 to notify us of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested by us to do so.

5.2 You are required to provide us with a Purchase Order Number if your organisation uses such a system or, if no purchase order number is given, you confirm that you are not required to do so.

5.3 You have no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without our prior written consent.

5.4 You shall not engage in joint promotions with any third party in relation to the Event without our prior written consent.

5.5 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 Sponsorship Rights 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.

5.6 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 Sponsorship Rights).

## **6 OUR OBLIGATIONS**

6.1 We shall provide the Sponsor Rights and organise the Event using reasonable skill and care. We reserve the right to amend or vary the manner or methods of such organization and promotion and therefore any statements made by us (or on our behalf) as to the audience projections or methods or timing of promotion shall constitute only general indications of our promotion and organizing strategy and shall not amount to any representation or warranty.

6.2 We shall use reasonable endeavours to ensure information provided by us about the Event is accurate to the best of our knowledge but this does not constitute any warranty or representation.

6.3 We will consult with you on aspects of the Event where we deem it appropriate to do so.

6.4 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.

6.5 We shall not be held responsible for the failure of all or any contracted sponsor, speaker, host or celebrity to attend the Event or the failure of any number of attendees to attend the Event.

6.6 We reserve the right in our absolute discretion to exclude or remove from the Event any person whose presence is or is likely to be undesirable.

## **7 REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

7.1.1 you own or are solely entitled to use the Sponsor's Marks and any other material supplied to us in relation to this Agreement and we shall be entitled to see evidence to this effect on request;

7.1.2 our use of the Sponsor's Marks in accordance with clause 2.3 will not infringe the rights of any third party.

## **8 ANTI-BRIBERY**

8.1 You warrant that you shall:

8.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

8.1.2 maintain in place throughout the term of this Agreement your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

8.1.3 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 this Agreement.

8.2 Breach of this clause 8 shall be deemed a material breach of this Agreement.

## **9 INDEMNITIES**

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

9.1.1 any claim made against us by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with our use of the Sponsor's Marks in accordance with this Agreement;

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

9.1.3 any claim against us by a third party arising out of or in connection with your participation in the Event, including your agents, contractors or employees participation;

9.1.4 any claim made against us by a contractor or agent appointed by us to assist in the provision of the Event or fulfilment of the Sponsorship Rights, where such claim arises from your act, omission or default.

## **10 LIMITATION OF LIABILITY**

10.1 Nothing in this Agreement shall limit or exclude a party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, we shall not be liable to you for: (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

10.3 Subject to clause 10.1, our maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to the amount of the Sponsorship Fee paid under or pursuant to this Agreement (the Cap), always provided that where any sums are refunded to the Sponsor pursuant to clauses 13.4.2.2 and 13.4.3 the Cap shall be reduced by the amount of such refund.

## **11 INTELLECTUAL PROPERTY RIGHTS**

11.1 The parties acknowledge as follows:

11.1.1 all rights (including, but not limited to, copyright, trademarks and design rights) in the Sponsor's Marks shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Sponsor's Marks; and

11.1.2 all 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.

11.2 All Intellectual Property Rights in and to any materials produced for the Event by us or on our behalf or jointly by us and you, with the exception of the Sponsor's Marks, shall be our sole and exclusive property and if you acquire, by operation of law, title to any such Intellectual Property Rights you shall assign them to us on request, whenever that request is made.

## **12 INSURANCE**

You shall be responsible for taking out and maintaining appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.

## **13 EVENT CANCELLATION OR POSTPONEMENT**

13.1 We reserve the right to cancel or postpone the Event for any reason (including, for circumstances outside of our reasonable control as set out at clause 17).

13.2 We shall notify you of the cancellation or postponement as soon as possible. The parties agree, we shall not be in breach of this Agreement by virtue of that cancellation or postponement.

13.3 In the case of cancellation of the Event, you shall be entitled to:

13.3.1 terminate this Agreement and to the extent that any Sponsorship Rights have not been received (or only a proportion of the Sponsorship Rights have been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or

13.3.2 elect to apply the Sponsorship Fee (whether or not paid to us) to another of our Events, provided that the date of such Event is less than 12 months from the date of such cancellation.

13.4 In the case of postponement of the Event:

13.4.1 where the new Event date is less than 2 months away from the original Event date, you are deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to another of our events; or

13.4.2 where the new Event date is more than 2 months, but less than 12 months away from the original Event Date, you may:

13.4.2.1 elect to apply the Sponsorship Fee (whether or not paid to us) to another of our events, provided that the date of such event is not greater than 12 months from the date of cancellation; or

13.4.2.2 terminate this Agreement and to the extent that any Sponsorship Rights have not been received (or only a proportion of the Sponsorship Rights has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate;

13.4.3 where the new Event date is more than 12 months from the original Event date, you may terminate this Agreement and to the extent that any Sponsorship Rights have not been received (or only a proportion of any Sponsorship Rights have been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as we may reasonably calculate.

For the avoidance of doubt, where you elect to apply the Sponsorship Fee to another of our events, we are under no obligation to provide the same Sponsorship Rights for the same Sponsorship Fee.

## **14 YOUR CANCELLATION**

14.1 If you wish at any time prior to the Event to cancel or reduce the Sponsorship Rights, you shall provide written notice to us of such wish, stating the reasons for such cancellation or reduction. Such notice must be given to us by recorded delivery post (Cancellation Request).

14.2 We shall not be obliged to accept the Cancellation Request.

14.3 Where we accept your Cancellation Request, the date of cancellation or reduction shall be the date we received your Cancellation Request.

14.4 In the event that we accept your Cancellation Request, or in the event that we terminate or reduce the Sponsorship Rights for whatever other reason, we shall have the absolute discretion (but without prejudice to any other right or remedy available to us and without being under any liability to refund or reduce any payments due under this Agreement) to reallocate or resell the Sponsorship Rights allocated to you and to apply the following cancellation or reduction charges:

14.4.1 where the Cancellation Request was received more than 5 months prior to the Event: 50% of Sponsorship Fee;

14.4.2 where the Cancellation Request was received between 5 months to 2 months prior to the Event: 80% of Sponsorship Fee;

14.4.3 where the Cancellation Request was received less than 2 months prior to the Event: 100% of Sponsorship Fee.

14.5 You hereby acknowledge that the above amounts represent reasonable compensation for the costs incurred by us as a result of your cancellation.

## **15 TERMINATION**

15.1 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:

15.1.1 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

15.1.2 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.

## **16 CONSEQUENCES OF TERMINATION**

16.1 On termination or expiry of this Agreement:

16.1.1 the Sponsorship Rights granted by us to you under this Agreement shall immediately terminate and revert to us;

16.1.2 following termination of the Sponsorship Rights and their reversion to us, you shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) your previous connection with us or the Event;

16.1.3 within 30 days after the date of termination, you shall destroy or, if we shall so elect, deliver to us, at your expense, all Sponsor's Literature in your possession or control;

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

16.1.5 each party shall pay to the other any sums that are outstanding and to be accounted for under this Agreement;

16.1.6 the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 9 (Indemnities), clause 10 (Limitation of liability), clause 13 (Event Cancellation or Postponement), clause 14 (Your Cancellation) clause 16 (Consequences of Termination), clause 18 (Confidentiality) and clause 22 (Set-Off) to clause 31 (Governing Law and Jurisdiction).

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

## **17 FORCE MAJEURE**

We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement as a result of an event or series of connected events outside our reasonable control (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness).

## **18 CONFIDENTIALITY**

18.1 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.

18.2 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.

## **19 ANNOUNCEMENTS**

You shall not make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the subject matter of this Agreement without our prior written consent (such consent not to be unreasonably withheld or delayed).

## **20 VAT**

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.

## **21 INTEREST**

If you fail to make any payment due to us under this Agreement by the due date for payment, then, without limiting our remedies under this Agreement, you shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

## **22 SET-OFF**

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

## **23 NO PARTNERSHIP OR AGENCY**

This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.

## **24 THIRD PARTY RIGHTS**

24.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

24.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

## **25 VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **26 ASSIGNMENT**

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

## **27 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **28 SEVERANCE**

28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

28.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **29 ENTIRE AGREEMENT**

29.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2 You acknowledge that in entering into this Agreement you have not relied on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the this Agreement.

29.3 Nothing in this clause shall limit or exclude any liability for fraud.

### **30 NOTICES**

Notices in relation to this Agreement shall be sent by first class registered post, with a copy to be sent by email, to the other party at the address appearing on the Sponsorship Form (or such other address as that party shall notify in writing to the other from time to time). In the absence of proof of non-delivery, notices are deemed received two working days after being sent.

### **31 GOVERNING LAW AND JURISDICTION**

31.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

31.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

---

# PREMIUM MEMBERSHIP TERMS AND CONDITIONS

## 1. DEFINITIONS

**You or Your:** The person, firm, corporation or other organisation entering into this agreement with us by accepting these terms. Where the context so requires, You or Your includes your Authorised Users.

**Us, We, or Our:** Credit Strategy (as part of Shard Financial Media)

**Affiliates:** in respect of any person to whom the term Affiliate refers a company, corporation or partnership or other business entity (“entity”) which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose “control” means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity’s affairs are conducted in accordance with its wishes.

**Authorised Users:** those persons listed in the Order or such other persons as are agreed by the parties from time to time.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 6.

**Data Protection Legislation:** is (a) up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 (DPA); and (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (Privacy Regulations) as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 2011/1208); the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2015 (SI 2015/355); and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2016 (SI 2016/524). “Data controller”, “data processor”, “personal data” and “data subject” have the meanings in the Data Protection Legislation.

**Digital Materials:** the electronic materials described more fully in the Order under ‘Services’

**Materials:** the Print Materials and Digital Materials.

**Order:** the order form completed and signed by the parties or other written confirmation setting out the particulars of the subscription We are to provide You.

**Print Materials:** the printed physical materials described more fully in the Order under ‘Services’

**Services:** the provision of Materials.

**Subscriber Data:** The data input by you (and anyone authorised by you) for use in conjunction with the Materials.

**Membership Fee:** The membership fee for the Services to be provided under this agreement, as specified in our invoice relating to this agreement.

**Discount:** Any discount must be agreed prior to purchase and is valid at time of purchase only and not necessarily available with any subsequent purchase.

**Membership Period:** The period in respect of which either (a) a Membership Fee is payable for the Services, as specified in our invoice relating to this agreement or (b) a free trial is to operate as specified in writing by Us.

**Term:** the period starting from the Start Date and expiring on the End Date as set out in the Order;

Your Sites: All sites, offices and locations that you and we have agreed are covered by this agreement and are listed in the Order.

## **2. AUTHORITY AND LICENCE FOR USE OF DIGITAL MATERIALS**

2.1 We authorise you and/or your Authorised Users to use the Digital Materials specified in the Order on an exclusive basis for the Term for which you agree to pay us the Membership Fee save insofar as You and We have agreed that the Digital Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding. For the avoidance of doubt, free trial periods may not be renewed or repeated without Our express written consent.

2.2 The Subscription Fee shall be paid to Us save insofar as the Order provides that the Subscription Fee may be paid via a third party agent of Yours ("Third Party Agent"). In the event that payment is made via a Third Party Agent You shall indemnify Us and keep Us indemnified against any loss, damage, costs and expenses We suffer or incur as a result of any default by the Third Party Agent in making payment of the Subscription Fee in accordance with the terms of the Order as otherwise set out in this agreement.

2.3 The authorities and licences set out in clause 2.1 above and 3.1 below start when you enter into this agreement and end

- (a) if the Subscription Period expires without your agreeing to renew this agreement on the terms and Subscription Fee then applying; or
- (b) If this agreement is terminated under clause 8.

2.4 You and/Your Authorised Users may:

- (a) Search, view, copy and print out material containing Digital Materials for your own use;
- (b) Access the Digital Materials while away from your principal place of work.

2.5 You shall not:

- (a) Attempt to duplicate, modify, disclose or distribute any portion of the Digital Materials except as expressly permitted in this Agreement; or
- (b) Host the Digital Materials (or any copy or copies thereof) on any server or other device or otherwise provide access to the Digital Materials (or any copy or copies thereof) except as expressly permitted in this Agreement

## **3. AUTHORITY AND LICENCE FOR USE OF PRINT MATERIALS**

3.1 We authorise you to use the Print Materials specified in the Order on a non-exclusive basis for the Term or which you agree to pay Us the Membership Fee save insofar as You and We have agreed that the Print Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding.

3.2 You shall not attempt to reproduce or distribute any portion of the Print Materials except as expressly permitted in this Agreement.

## **4. YOUR OBLIGATIONS**

4.1 You will take all steps necessary to ensure that Authorised Users comply with the terms of use of the Services in this agreement and do not:

- (a) copy, print out or otherwise reproduce any Materials nor any material relating to part of the Services, except as permitted under this Agreement or authorised by us in writing;
- (b) make any part of the Materials or of the Services available to anyone whose principal place of work is not one of your organisation's sites, except as permitted under this agreement or authorised by us in writing;
- (c) Alter any part of the Materials or Services; or
- (d) Purport to assign or otherwise dispose of your rights under this agreement.

4.2 You will take reasonable steps to ensure that nobody other than Authorised Users accesses the Materials or Services using accounts created with your username and password, including without limitation taking all necessary steps to ensure that no part of the Materials or Services is accessible to an Authorised User after his or her employment by You ends. You will be required to co-operate with Our reasonable requirements from time to time in this regard.



4.3 You acknowledge and agree that we and our licensors own all intellectual property rights in the Materials. Except as expressly stated to the contrary, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Materials or any related documentation.

4.4 You are responsible for configuring your information technology, computer programs and platform in order to access the Services. Notwithstanding clause 5.2, you should use your own virus protection software.

4.5 In the event that You are unable to access the Digital Materials for a period exceeding 48 hours' duration You must inform Us no later than 7 days thereafter. We are unable to accept any liability in respect of loss and damage arising from any failure to comply with the foregoing requirement.

4.6 You shall provide us such copies of documentation as We reasonably require from time to time to verify Your compliance with the terms of this Agreement.

4.7 We reserve the right to suspend provision of the Services in the event that you fail to make payment of the Subscription Fee in accordance with the relevant invoice. In the event such right is exercised provision of the Services shall be restored on our receipt of full payment of the outstanding Subscription Fee.

## **5. OUR OBLIGATIONS**

5.1 We warrant that you will not infringe any third party intellectual property rights by using the Materials.

5.2 We will take reasonable steps to ensure that any data files we supply to you as part of the Service are virus-free.

5.3 We will use our best endeavours to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

5.4 We will use all reasonable endeavours to ensure that the Services are provided continuously and that access to our website is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom business hours.

## **6. CONFIDENTIALITY**

6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) Is or becomes publicly known other than through any act or omission of the receiving party; or
- (b) Was in the other party's lawful possession before the disclosure; or
- (c) Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) Is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

6.3 Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed except in accordance with the terms of this agreement.

6.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in our case, those third parties sub-contracted by us to perform services related to Member Data maintenance and back-up).

6.5 This clause shall survive termination of this agreement, however arising, by two years.

## **7. LIABILITY**

7.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) Any breach of this agreement;
- (b) Any use made by you of the Services or any part of them; and
- (c) Any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this agreement.

7.2 Except as expressly and specifically provided in this agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

7.3 Nothing in this agreement excludes our liability:

- (a) For death or personal injury caused by our negligence; or
- (b) For fraud or fraudulent misrepresentation.

7.4 Subject to clause 7.3 above:

- (a) we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
- (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

7.5 Under this clause, our liability includes that of any Affiliate and our and their respective agents, employees and sub-contractors, you includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Services, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

7.6 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

## **8. TERMINATION**

8.1 This agreement will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of twenty working days after written notice of it has been given to you.

8.2 On termination of this agreement for any reason:

- (a) All licences granted under this agreement shall immediately terminate;
- (b) Subject to the exceptions in this sub-clause, you will take reasonable steps to delete the Materials from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Materials. You are not required to delete or destroy printouts containing Materials that were made prior to termination, or copies of such printouts;
- (c) We may destroy or otherwise dispose of any of the Subscriber Data in our possession unless we receive, no later than ten days after the effective date of the termination or expiry of this agreement, a written request for the delivery to you of a print-out of the then most recent back-up of the Subscriber Data. We shall use reasonable endeavours to deliver the print-out to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in delivering such print-out; and
- (d) Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

## **9. DATA PROTECTION**

9.1 You and we will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to,

and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2 You and we acknowledge that for the purposes of the Data Protection Legislation, you are the Data Controller and we are the Data Processor.

9.3 Without prejudice to the generality of clause 9.1, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this Agreement.

9.4 Without prejudice to the generality of clause 9.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

(a) process that Personal Data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process Personal Data (Applicable Laws). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

(b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled: (i) you and we have provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) we comply with reasonable instructions you notify us in writing in advance with respect to the processing of the Personal Data;

(e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators;

(f) notify you without undue delay on becoming aware of a Personal Data breach and, in any event, within 24 hours;

(g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate our compliance with this clause 9.

## **10. GENERAL PROVISIONS**

10.1 The rights provided under this agreement are granted to you only, and shall not without our prior written consent be considered granted to any Affiliate of yours. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

10.2 We may not without Your prior written consent, assign, transfer or charge any of Our rights in this Agreement save in respect of Affiliates of Ours.

10.3 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

10.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

10.5 Any notice to be served pursuant to this Agreement shall be sent by email to the address You advise, or, in Our case to membership@creditstrategy.co.uk or such other address as We advise You from time to time.

10.6 This agreement and the Subscription Fee invoice constitute the entire agreement and understanding of the parties

and supersede any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.

10.7 English law governs this agreement and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all claims (including non-contractual claims).

10.8 This Agreement may be executed by electronic signature. You hereby waive any and all rights to dispute the validity, legality or enforceability of such method of execution as evidence of the existence of legal relations pursuant to the Agreement for the purposes of proceedings issued in respect of any of its terms.