

Inspired Motive – Event Terms and Conditions

Thank You for Your interest in exhibiting at our Events, Virtual & Physical.

Please read These Terms carefully as they govern Your Booking and attendance at our Events, Virtual & Physical

For information on the way we handle any personal data, please refer to our [privacy policy](#).

1. DEFINITIONS

Inspired Motive may also be referred to throughout These Terms as **we, us, or our**, and the following words and phrases will have the following meanings. (Words only appear in bold in these definitions to distinguish them. They may not appear in bold throughout the rest of These Terms, but they still take the same meaning. (The singular shall include the plural and vice versa)):

Attendants – means any natural person, including Guests and other Exhibitors, in physical or virtual attendance at an Events, Virtual & Physical.

Booked Stand – means the Event stand that You will attend and exhibit Display Material at. Details of Booked Stands are confirmed in a Booking Confirmation after You have filled out the relevant Booking Form and paid the Deposit.

Booking – means the process of Booking an Event stand, from enquiry to receipt of Booking Confirmation and payment of the full Invoice sum.

Booking Confirmation – means the document we submit to You confirming the specification of the stand, plus the time(s) and date(s) of the Events, Virtual & Physical, together with the Deposit paid and total price for exhibiting at the relevant Booked Stand. Please note that a Booking Confirmation includes any such variations in writing as we may need to make.

Booking Form – shall refer to the form we provide to You to fill out in order to specify Your desired stand. Please note that submission of a Booking Form, whether by or on Your behalf, signifies Your acceptance to These Terms, which are a legally binding Contract.

Confidential Information – means any Party's ideas, business methods, prices, accounts, finance, marketing, research, development, manpower, plans, processes, market opportunities, sales statistics, intentions, intellectual property rights, design rights, product information, customer, client or supplier lists or details, staff details, trade secrets, computer systems and software, and other matters connected with business operations to include additional information marked or communicated by the other Party as 'confidential' to the extent that such information is not already in the public domain.

Contract – means the agreement for us to provide You with access to a Booked Stand that You have paid the relevant Invoice(s) for in order for You to exhibit using any such Display Materials at the Events, Virtual & Physical. specified in the Booking Confirmation or otherwise in line with These Terms.

Deposit – shall refer to the sum equal to 25% of the total amount in the Invoice. Please note that Deposits will be subject to Remaining Payments in order to exhibit at a Booked Stand.

Display Material – means all promotional material, including all banners, online material, clothing, pens and other merchandise present at Booked Stands for exhibiting.

Event, Virtual & Physical. – means the physical Event, Virtual & Physical. at which You attend and exhibit at the Booked Stand (details of which are set out in a Booking Confirmation or other document in writing from us)

Exhibitor – means the Party listed as such in the Booking Form. Exhibitors use Booked Stands to exhibit their business, offering or otherwise, at the relevant Events, Virtual & Physical.

Guest – means the individual (natural person) in attendance at Events, Virtual & Physical but who are not Exhibitors.

Host – means us as the Events, Virtual & Physical organiser

Invoice – means the document we submit to You after You have completed and sent a Booking Form. An Invoice will set out the Deposit sums and payment dates for remaining payments. All sums payable for Events will be subject to VAT (Value Added Tax) at the prevailing rate.

Remaining Payments – means the amount payable after the Deposit has been paid, as directed in the Invoice.

Parties – means Inspired Motive and the Exhibitor

Stand Material – means all equipment we use, whether or not that equipment belongs to us or a third party, to set up stand spaces at the Venue in order for You to exhibit and display Your Display Material at the Booked Stand.

These Terms – means this entire document and any linked or ancillary documents or wording mentioned in this document. If These Terms conflict with any other document mentioned, then These Terms shall prevail.

Venue – means the physical Venue the Event is to be held at, as detailed in the Booking Confirmation.

Venue Operator – means the body, natural person, corporate or otherwise, responsible for the upkeep or maintenance of a Venue on a day to day basis, be this the landlord, tenant, licensee, or otherwise.

You – means the Exhibitor

Your Team – means the aggregate number of people (natural persons) representing the Exhibitor at Events, Virtual & Physical, whether in attendance at the Booked Stand or promoting the Exhibitor's business in any other way at Events, Virtual & Physical.

2. WHO WE ARE AND CONTACT INFORMATION

Inspired Motive Ltd is a company registered in England and Wales under company number 12764100. Our registered address is 3a 3a Carn Brea Business Park, Barncoose, Redruth, England, TR15 3RR.

Our email address is ryantreloar@inspiredmotive.co.uk

Our phone number is 02045178886

We organise and Host innovative business Events, Virtual & Physical across the UK.

3. BOOKINGS AND PAYMENTS

Bookings can be made online or over the phone with us.

For Bookings made online, You must fill out and submit the relevant form on our website, and we will respond in a timely manner submitting an Invoice for the Deposit payment to the email address provided in Your Booking Form. Please note that we are under no obligation to accept Booking Forms, and we reserve the right to prevent You from Booking any Events, Virtual & Physical for whatever reason, whether as an Exhibitor or Guest.

Deposit payments must be made as directed in the Invoice, and within 30 days of Your receipt of the Invoice.

Exhibitors who fail to settle Remaining Payments in cleared funds by the date for payment specified in the Invoice will be considered as cancelling their Booking. Please refer to clause 6 for more information on cancellations and refunds.

The total Invoiced sum for the Booked Stand includes reasonable use of electricity (if supplied) at the Event, Virtual & Physical. Please note that we reserve the right under clause 5.8 to be compensated and indemnified of any costs issued against us by the Venue Operator or other third party for excessive use of utilities like electricity or water, or other such inclusive goods or services at Events, Virtual & Physical, by You.

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

4. EVENTS, physical & virtual

Exhibitors hereby agree that in Booking and attending Events, Virtual & Physical they:

a) Will ensure all Display Material is safe for the public, accurate, not misleading or offensive, and does not negatively impact any other Attendee's enjoyment of the Event, Virtual & Physical such as allowing it to significantly encroach on another Exhibitor's stand;

b) Will ensure all Display Material is fully presented at the Booked Stand, and as close as reasonably possible to the way it will appear during the Event Virtual & Physical, subject to health and safety requirements, before 8pm on the day before the Event Virtual & Physical is due to start. Unless we state otherwise in writing, Venues will be open for this purpose from 12pm;

c) Will ensure all Display Material is presentable and Booked Stands kept tidy. (Your attention is drawn in particular to clause 6.5 b));

d) Will not sell any illegal or banned substances, food, alcohol or other drinks – whether or not they are consumed at the Event Virtual & Physical;

e) Are at least 18 years of age (for sole traders or persons with significant control);

f) Will ensure that Booked Stands are manned by at least one responsible adult at any one time, or however members of Your Team are needed in order to comply with clause 4.1a);

g) Will not sell, divide, sub-let or share any Booked Stands with third parties;

h) Observe all health and safety laws and regulations in relation to venues, as communication by us or the Venue Operator;

i) Make us aware of any special access or other requirements or permissions to be sought at least 8 weeks prior to the Event Virtual & Physical start date;

j) Have obtained public liability insurance to a minimum of £2,000,000. (We may request a copy of the certificate, which

you will endeavour to provide us with promptly, and before the Event Virtual & Physical start date);

k) Will not bring any animals to Events Virtual & Physical, except guide dogs, if needed;

l) Have obtained all correct insurance to indemnify us of any liability to us caused by their breach of These Terms, or otherwise arising through their wilful acts or negligence;

m) Have all correct licencing, consents and permissions to use or provide any Display Material;

n) Will only sell, offer for sale, or advertise any products or services within the immediate vicinity of their Booked Stand;

o) Notify us of any special access requirements in the Booking Form;

p) Do not use Events Virtual & Physical for any illegal or illicit purposes;

q) Ensure all Display Material and such other property left at venues overnight for Events Virtual & Physical that last longer than one day, or for any other reason, are safe, secure, and do not pose any health and safety hazards or risks;

r) Shall conduct themselves in a professional and amiable manner, and shall not behave in any deceiving, aggressive, rude or other hostile way towards any other Event Virtual & Physical Attendees, including us;

s) Whether by wilful act or negligence, not to damage our property or those of Attendees or the Venue Operator, and to leave venues in the same clean and orderly state they were in upon arrival;

t) Remove all Display Material and other property belonging to You after, but not before (except as required in These Terms), the Event Virtual & Physical has ended, in a timely manner and as directed by us further in any Booking Confirmation, or other document or communication. Please note that a breach of this clause may result in the exercise of our right to prevent You from attending future Events Virtual & Physical;

u) We reserve the right to conduct all photography and video recording within reason and as we deem necessary for promotion and marketing purposes. Please notify us as soon as possible, and in a timely manner, if You would not like You or Your Display Material to feature in such footage, and we will use our best endeavours to remove and not publish that footage. The nature of footage used may require Your consent in a release form. We will endeavour to provide You with a letter of consent and the footage to which it relates, for Your signature, before we publish such footage. (Please see our [privacy policy](#) for more information on the way we process Your personal data.)

v) No sale of goods shall occur to transfer title in any Stand Material or our other property to You under These Terms. Use of a Booked Stand to exhibit does not grant exclusive possession to the Booked Stand space or other area at Venues in any lease or tenancy at will.

w) We warrant that, as the Event Virtual & Physical Host, we Have all necessary licences, permissions and authority from the Venue Operator to Host the Event Virtual & Physical as described in the Booking Confirmation;

x) All our Stand Material is safe and fit for purpose;

y) Will use all reasonable skill and care in organising and Hosting Events Virtual & Physical;

z) Allow all reasonable use and enjoyment of the Booked Stand in line with These Terms.

5. LIMITATION OF LIABILITY

Nothing in These Terms limits either Party's liability for death or personal injury, or fraud or fraudulent misrepresentation, caused by any wilful or negligent acts of the other.

aa) We will obtain insurance coverage to honour our liabilities under These Terms. Any such proof of insurance cover will be produced to you upon request and in a timely manner – although please note that certain policies can only be obtained no sooner than 12 months before an Event Virtual & Physical.

ab) We shall not be liable to You or other Attendees for Your choice of Display Material.

ac) Parking and vehicle passes at Events Virtual & Physical is strictly subject to availability. Further information will be confirmed by us in writing in relation to each Event Virtual & Physical. We make no representation on the accuracy of that information.

ad) Attendance at Events Virtual & Physical is at Your own risk, and we shall not be liable to Exhibitors for damaged or stolen Display Material or other property not directly caused by our deliberate actions or negligent omissions.

ae) Booked Stand sizes in Booking Confirmations and layout plans are only given as estimates only, and may deviate slightly. We will not be liable for Your reliance on specific measurements and resulting costs incurred by You.

af) We reserve the right to alter Booked Stand layouts at venues without notice to You and for whatever reason, providing it does not constitute a material breach of Contract.

- 5.8. You shall reimburse us of any costs incurred by us as a result of any breach by You of clause 4.1, or anything else in These Terms that results in liability on us for excessive costs. You will pay these to us within 14 days of any invoice submission for such costs. Late payments beyond that date will result in interest on the outstanding sum accruing each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. This will not affect our other rights and remedies under These Terms or in law.
- 5.9. Views expressed by any speakers at Events Virtual & Physical are entirely their own and not ours, and we accept no liability for Your reliance on any advice given by speakers at Events Virtual & Physical.
- 5.10. We shall not be liable to You for any acts or omissions of the Venue Operator.
- 5.11. We make no guarantee of the number of other Attendees at any Event Virtual & Physical. Any such numbers will be estimates based only on similar Events Virtual & Physical, and we shall not be held liable for Your reliance on such information.
- 5.12. If we are unable to fulfil the Contract, except as prevented by law, our liability to You shall be limited to the aggregate of any Invoice sums paid for the relevant Event Virtual & Physical, but under no circumstances will we be liable to compensate You for:
- Loss of profits;
 - Loss of sales or business;
 - loss of agreements or Contracts;
 - loss of anticipated savings;
 - loss of use or corruption of software, data or information;
 - loss of or damage to goodwill;
 - Indirect or consequential loss.
- 6. CANCELLATIONS AND REFUNDS**
- 6.1. All Exhibitors are deemed to be businesses, whether sole traders, companies, or otherwise. The Consumer Rights Act 2015 and other consumer legislation does not apply to These Terms, and any refunds not required by our material breach of Contract, and which cannot be remedied, are only given in line with clause 6.2 and 6.3.
- 6.2. Cancellation requests must be made in writing and delivered via email or by hand or next day delivery post to our contact details in clause 2. You will also accept the service of notices we provide to You under These Terms by such methods and delivered to Your contact details in Your Booking Form. Please note that this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6.3. Deposit payments are non-refundable for Your cancellations. This is to cover our administrative costs. Cancellation charges will apply to the total Invoice amount as follows:
- 50% if a cancellation request is received within 9 months before the Event Virtual & Physical start date; or
 - 75% if a cancellation request is received within 6 months before the Event Virtual & Physical start date; or
 - 100% if a cancellation request is received within 3 months before the Event Virtual & Physical start date.
- 6.4. We reserve the right to change venues and Event Virtual & Physical dates and times within reason, providing we notify You of such changes no later than 8 weeks from the Event Virtual & Physical start date. Within 8 weeks from the Event Virtual & Physical start date, we still reserve the right to change venues and Event Virtual & Physical dates and times if we are required to do so by a force majeure Event Virtual & Physical, which shall include:
- Strikes, lockouts or other industrial action;
 - Terrorism, civil commotion, riot, invasion, war, threat or preparation for war;
 - Fire, explosion, storm, flood, drought, earthquake, subsidence, pandemic, epidemic, bad weather or other natural physical disaster;
 - Political interference with the normal operations.
- 6.5. We reserve the right to cancel Your Booking without a refund, and prevent Your attendance at any Event Virtual & Physical, thereby terminating the Contract, if You:
- Publish any defamatory material about us in any medium, including social media websites – although retention of any sums paid by You does not exclude our right to further compensation for defamation;
 - Materially breach any part of These Terms, in particular clause 4.1. If You breach clause 4.1 during an Event Virtual & Physical, we also reserve the right to terminate the Contract and request that You leave an Event Virtual & Physical immediately and follow all other provision of clause 4.1 and These Terms in doing so.
- 6.6. Any refunds will only be repaid to the original account from which You made payments.
- 6.7. Termination of Contract shall cease any continuing rights and obligations, thereafter, but those rights and obligations that have accrued up to the date of termination shall be unaffected, which includes our right to recover any sums owing to us if termination was caused by Your breach of Contract, for example.
- 7. GENERAL**
- 7.1. These Terms were last updated on 25 March 2021, and from time to time These Terms and our [privacy policy](#) may be updated or amended again at our sole discretion. Subject to essential changes in line with legal and regulatory requirements, the version of These Terms You agree to will apply to You that were in place at the time of Your Booking. The latest version of These Terms will apply to subsequent Event Virtual & Physical s booked.
- 7.2. The Exhibitor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior consent in writing.
- 7.3. These Terms are meant to be read as a whole document. Each clause heading and subheading is merely there for guidance and shall not affect the interpretation of These Terms.
- 7.4. Both Parties agree to not, at any time, use, divulge, copy, or commercially exploit in any way, or allow any other body (corporation or natural) to do the same, except as defined by the other or These Terms, any Confidential Information which is not already in the public domain. The disclosing Party must impose the same level of confidentiality obligations on those third parties receiving Confidential Information.
- 7.5. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 7.6. We reserve the right to transfer and/or assign our rights and obligations under These Terms by way of novation through any future merger or acquisition, or anything else. You hereby agree to any future novation providing it will in no way affect Your rights and obligations under These Terms. You may only transfer Your rights or Your obligations under These Terms to another person if we agree in writing.
- 7.7. These Terms shall create no third party rights, authority, benefits, or enforceability, including any implied by the Contracts (Rights of Third Parties) Act 1999.
- 7.8. Any reference to a statute or statutory provision, including subordinate legislation, shall be as amended or re-enacted from time to time.
- 7.9. These Terms supersede any prior agreements or understanding between the Parties, whether made orally or in writing.
- 7.10. Any list preceded with "include", "including", "in particular", or "for example", or of a similar expression, shall not be exhaustive or limit the interpretation of the words, phrases, terms, or description.
- 7.11. If any part of These Terms remains to be enforced, this does not preclude any Party from enforcing that part at a later date and should never be interpreted as a waiver in any way or to mean that any other part of These Terms will not be enforced.
- 7.12. If any part of These Terms is found to be unlawful, illegal, invalid or unenforceable, These Terms will be read to the severance of those parts, unless doing so would substantially frustrate the purpose of These Terms and create liabilities too detrimental and onerous to any Party. In which case, These Terms shall be terminated without giving any rise to further liabilities, but subject to all enforceable rights accruing up to the date of termination. Please see clause 6.7.
- 7.13. Any waiver, side agreement, or annexation to These Terms must be affected and agreed to in writing by the Parties to clearly relate to These Terms.
- 7.14. These Terms are governed by the exclusive jurisdiction of the courts of England and Wales.