

## **New Horizons** Building the Recovery 9-10 March 2021

## Exhibitor Booking Form **Company Details** Company Address Postcode Country VAT Number (for non-UK exhibitors only) Order/PO number Contact Name Tel Mobile Email For invoicing (if different from above) Company Address Postcode Country Accounts email **Exhibition Rate**

Introductory offer £1,950

## 3 Signature

I accept the Terms and Conditions set in Section 4

Signed

By completing your name this confirms your virtual booth booking

Print Name

Date

- All prices quoted exclude VAT.
- An invoice for the full amount will be sent out on receipt of this form.



# **New Horizons** Building the Recovery 9-10 March 2021

### 4 Terms & Conditions

#### 01 DEFINITIONS

'Agreement' means the contract entered into between the Exhibitor and the Organiser.

'Exhibitor' means the party described as the Exhibitor in the contract.

'Organiser' means The QMJ Group.

'Event' means the digital event organised by the Organiser from 9 – 10 March 2021.

 ${}^t\text{Fee'}$  means the sum agreed to be paid by the Exhibitor to the Organiser in consideration of these presents.

#### 02 PAYMENT

- 2.1. The Exhibitor shall pay the full amount to the Organiser within 28 days of presentation of the invoice or before the event opens, whichever is sooner.
- 2.2. The Organiser reserves the right to withdraw the virtual booth from the Exhibitor if the fee remains unpaid more than 30 days after the date of invoice.
- In accordance with HM Revenue & Customs rules, VAT at the rate prevailing will be charged on all invoices.

#### Cancellation

2.4. In the event that an Exhibitor wishes to cancel the Agreement, the Exhibitor shall be liable for payment of a sum equal to 100% of the Fee.

#### 03 LIABILITY

- 3.1 Nothing in this Agreement shall limit or exclude the Organiser's liability for:
  - 3.1.1 death or personal injury caused by its negligence;
  - 3.1.2 fraud or fraudulent misrepresentation; or
  - 3.1.3 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.
- 3.2 Subject to clause 3.1, the Organiser shall not be liable to the Exhibitor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:
  - 3.2.1 loss of profits;
  - 3.2.2 loss of sales or business;
  - 3.2.3 loss of agreements or contracts;
  - 3.2.4 loss of anticipated savings;
  - 3.2.5 loss of or damage to goodwill;
  - 3.2.6 loss of use or corruption of software, data or information; or
  - 3.2.7 indirect or consequential loss.
- 3.3 Subject to clause 3.1, the Organiser's total liability to the Exhibitor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% of the Fee payable by the Exhibitor under this Agreement
- 3.4 The Organiser shall not be liable for any cost, expenses or losses suffered or incurred by the Exhibitor in the event that the Event is cancelled or postponed for any cause whatsoever.

#### 04 UNSUITABLE CONTENT

The Organiser reserves the right to withdraw the virtual booth or content on the virtual booth that, in the opinion of the Organisers, is not suitable for an exhibition of this nature.

#### 05 HEALTH & SAFETY COMPLIANCE

The QMJ Group supports the quarrying and construction industry's 'Target Zero' initiative. Exhibitors should ensure that all videos and downloads hosted within their virtual booth depict good health & safety practice. The QMJ Group reserve the right to take down content that infringes current guidelines.

#### 6 JURISDICTION

These Conditions shall be governed by and construed in accordance with the laws of England. In the event of any dispute or claim arising under or in connection with these Conditions the parties hereby submit to the exclusive jurisdiction of the English courts.