

## EXHIBITION & SPONSORSHIP BOOKING FORM

Please note that sponsorship, exhibition space will be reserved on a first-come-first-served basis and ONLY upon receipt of a signed booking form.

Contact Name:		
Company:		Product:
Address:		
		Postcode:
Tel:	Fax:	Email:
<b>EXHIBITION/SPONSORSHIP PACKAGE(S) REQUESTED</b>		
1.		£
<b>ADDITIONAL SPONSOR ITEMS</b>		<b>VALUE PER ITEM</b>
1.		
2.		
3.		
4.		
Total cost of additional sponsorship items		£
Size of area required _____m x _____m		<b>SHELL SCHEME</b> <input type="checkbox"/>
Additional space can be purchased – please enquire for details		<b>SPACE ONLY</b> <input type="checkbox"/>
<b>TOTAL AMOUNT PAYABLE</b>		£
Cheque enclosed for		£
(Or) Please send an invoice quoting Purchase Order No:		PO No:
<b>IMPORTANT: PLEASE ENSURE THAT ALL CHEQUES AND PURCHASE ORDERS ARE MADE PAYABLE TO SOA CONFERENCE 2019</b>		
Name and address to which invoices should be sent:		
Address:		
		Postcode:
<b>ACCOUNTS PAYABLE CONTACT DETAILS:</b>		
Name:		
Email:		Tel:
<b>PAYMENTS MUST BE RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE, OR PRIOR TO THE COMMENCEMENT OF THE MEETING</b>		
<b>A CONFIRMATION LETTER AND INVOICE WILL FOLLOW</b>		
I confirm that I: 1. Have read the terms and conditions on the following page and agree to be bound by them 2. Understand the cancellation charges explained on the following pages 3. Am authorised to sign this document on behalf of the company named above 4. I understand that, whilst every endeavour will be made to adhere to the published layout of the exhibition, the Organisers shall be entitled to vary the layout depending on final Exhibition sales if, in their opinion, this is in the best interests of the exhibition.		Signature:  Printed Name:  Date:
<b>PLEASE RETURN THIS FORM TO</b>		
Jack Hayden State of the Art Conference Hampton Medical Conferences Ltd, Rapier House, 4-6 Crane Mead, Ware, Hertfordshire, SG12 9PW UK		Tel: +44 (0) 1920 885170 Email: info@soa-ics.com

## VENUE

The ICC, Birmingham, UK

## ORGANISER

Rapier Design Limited on behalf of the Intensive Care Society

## PACKAGES

### 1. GENERAL DESCRIPTION

- 1.1 The scientific programme of the Conference will consist of plenary and parallel talks by invited speakers, oral and e-poster free communications based on refereed abstracts.
- 1.2 Satellite symposia will be held by the Sponsors of the Conference in conjunction with the main conference scientific programme. The scientific content of the satellite symposia will be reviewed by the Scientific Committee to ensure the symposia complement the content of the main Conference, are ethically acceptable and of an appropriate scientific standard.
- 1.3 The ICS will invite pharmaceutical and scientific companies to participate in an accompanying trade exhibition, which will complement the main meeting.

### 2. THE ORGANISER UNDERTAKES THE FOLLOWING:

- 2.1 To provide a core scientific conference programme relevant to the theme of the conference;
- 2.2 To book the Venue and deal with all correspondence and arrangements regarding the Venue in accordance with the standard terms and conditions applicable to the Venue;
- 2.3 To invite to the meeting suitable qualified chairmen and speakers;
- 2.4 To send invitations by mail to suitable potential delegates, to publicise the meeting on its website and in its newsletter, and to deal with all further correspondence with delegates;
- 2.5 To obtain insurance cover for the Conference to the reasonable satisfaction of the Sponsor under the headings of Cancellation, Abandonment, Public Liability, and Employers Liability (a copy of the policy to be available upon request).
- 2.6 To make due credit for sponsorship in the Final Programme.
- 2.7 To organise the conference in conformity with the current edition of the Code of Practice for the Pharmaceutical Industry (ABPI Code) and any other relevant code, regulation, act or other legislation from now or from time to time in force.

### 3. THE SPONSOR/EXHIBITOR UNDERTAKES THE FOLLOWING:

- 3.1 To pay to the ICS a Sponsorship Fee detailed on the booking form within 30 days of the invoice. Please note: UK VAT (at the prevailing rate of 20%) is applicable on the Sponsorship and Exhibition space rates;
- 3.2 To pay all costs which it incurs (or which are incurred by the Organiser on behalf of the Sponsor where the Sponsor has agreed in writing to pay such costs including VAT where applicable) in the supply, delivery, erection and dismantling of the Sponsor's exhibition stands and displays in advance of the first day of the Conference. The exhibitor will not be allowed to exhibit if any money is outstanding at the event start date.
- 3.3 To discuss and submit all plans for the Symposium to the Organiser for approval and to obtain the approval of the Organiser before speakers are either informally approached or officially invited to participate, such approval not to be unreasonably withheld. All print items relating to the symposium, including flyers, programme and/or Abstract CDs must be submitted to the Organiser for prior approval before printing. The name, date and venue for the Conference must be included in such material;
- 3.4 To discuss and submit all plans for press coverage before, during and after the Conference to the Organiser for approval, such approval not to be unreasonably withheld;
- 3.5 To ensure that materials prepared for the satellite symposium delegates and containing the Programme and/or Abstracts should be scientific and not commercial in nature;
- 3.6 Not to organise social events or other scientific meetings, the timing of which would result in delegates missing the official Conference sessions or social events;
- 3.7 To ensure that neither it nor any third party hired by it will erect any exhibitions, stands or displays within the venue or alter or amend any exhibitions, stands or displays without the Organiser's prior written consent such consent not to be unreasonably withheld;
- 3.8 To obtain the Organiser's written consent such consent not to be unreasonably withheld to use all materials brought to the Venue in connection with the Conference including the installation of any mechanical or electrical equipment on the Venue premises supplied by the Sponsor or via a third party hired by the Sponsor and to comply with all regulations relating to the Venue;
- 3.9 To indemnify the Organiser against all claims in respect of the installation or supply of any mechanical or electrical equipment supplied by the Sponsor or via a third party hired by the Sponsor whatsoever and howsoever arising including claims for consequential loss provided there has been no negligence or omission on the part of the Organiser;
- 3.10 To ensure that its employees, contractors and agents will at all times act in accordance with the reasonable directions of the ICS and will at all times conduct themselves in an orderly manner at the Conference and in full compliance with the reasonable directives and requirements of the Venue management and with all applicable laws, ordinances and regulations.
- 3.11 To effect adequate insurance in respect of public liability (£5 million British Pounds) and shall on request provide the ICS with satisfactory evidence that adequate insurance is in force.

### 4. SPONSORSHIP - THE FEE FOR GOLD OR SILVER SPONSORSHIP WILL PROVIDE THE SPONSOR WITH:

- 4.1 Permission to present a Symposium relevant to the main theme of the meeting. The scientific content of the session must be approved in writing by the College before the speakers are either informally approached or officially invited to attend;
- 4.2 Standard conference set up in room (lectern, top table);
- 4.3 Standard audio-visual equipment for Symposium (data projection for PowerPoint presentations, sound, technical assistance);
- 4.4 Size of exhibition space at the Venue as detailed in the package
- 4.5 Complimentary exhibition stand passes for company personnel detailed in the packages will be provided:
  - i) Lunches each day
  - ii) Morning coffee and afternoon tea on each day of the Conference
  - iii) Attendance at the Welcome reception.
- 4.6 Complimentary delegate registrations for company personnel detailed in the packages will be provided:
  - i) Access to the scientific sessions
  - ii) Conference materials - programme, abstracts, delegate list
  - iii) Lunches each day
  - iv) Morning coffee and afternoon tea on each day of the Conference
  - v) Attendance at the Welcome reception.

### 5. TERMINATION

- 5.1 If either party shall commit any material breach of any clause of this Agreement and fails to remedy such breach (in the case of a breach capable of being remedied) within 21 days of receipt of written notice from the other party requiring the same to be remedied and giving particulars of the breach, the other party shall be entitled forthwith to terminate this Agreement.
- 5.2 If this Agreement is terminated by the Sponsor for reasons of material breach by the Organiser under clause 5.1 the Organiser will refund to the Sponsor the sponsorship fee in full or if only a portion of the fee has been paid that portion of the fee which has been paid.

- 5.3 If this Agreement is terminated by the Organiser for reasons of material breach by the Sponsor under clause 5.1 or is terminated by the Sponsor for any reason whatsoever other than for reasons of breach by the Organiser under clause 5.1 the Sponsor shall pay the Organiser a termination fee in accordance with the following schedule: termination on or after signing the agreement – On or before Monday 15 July 2019 - 50% of the total cost of the sponsorship fee. After Monday 15 July 2019 - 100% of the total cost of the sponsorship fee.
- 5.4 The liability of each of the parties hereto to the other shall be limited to the payment of an amount equal to the termination fee or refund as appropriate.

### 6. CANCELLATION OF CONFERENCE

- 6.1 If the Conference can be postponed or rearranged to a date suitable for the Sponsor, the contract shall be binding on all parties. In the event that the Conference is cancelled or abandoned by the Organiser with no intention to rearrange at a future date the Sponsor shall be entitled to a refund of the sponsorship fee in full. This Agreement shall not be binding on the Sponsor if the Conference shall take place more than three months after the agreed term, at another place (other than ICC Birmingham, UK) or a non-equivalent Venue.

### 7. FORCE MAJEURE

- 7.1 Neither party shall be liable for damages for any failure to carry out its obligations hereunder arising out of causes beyond its reasonable control, and without its fault or negligence, including but not limited to government intervention, strikes, labour disputes, accidents, terrorist attacks, Acts of God, national or local disasters, war, or embargoes.

### 8. VARIATIONS

- 8.1 No oral representations or arrangements are recognised by the Organiser or the Sponsor and the terms of this Agreement can be modified only by a Supplementary written Agreement signed by authorised signatories of both parties.

### 9. CHOICE OF LAW AND FORUM

- 9.1 Both parties hereby agree that any dispute or question of interpretation arising out of this Agreement shall be submitted for resolution by an independent arbitrator agreed by both parties.
- 9.2 Failing resolution through independent arbitration, any dispute or question of interpretation arising out of this Agreement shall be decided in accordance with English Law and shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

### 10. PAYMENTS

- 10.1 All payments due by the Sponsor shall be due for payment in full within 30 days of receipt of an invoice by the Organiser or before the start date of the Conference, whichever is the sooner. All payments shall be made by UK cheque or bank transfer.
- 10.2 In the event that payments have not been made in accordance with 10.1 here to, interest at the rate of 3% above the base rate of Barclays Bank plc. from time to time shall become payable on any amount so due.

### 11. ASSIGNMENTS

- 11.1 Neither party shall be entitled to assign this contract or any right thereunder without the prior written consent of the other.

### 12. CONFIDENTIALITY

- 12.1 Both parties shall treat as confidential and properly safeguard both during and after the termination of this Agreement any and all information, documents, papers, programs, plans, and ideas relating to the other party or any of its Affiliates or any of its products.

### 13. PARTIAL INVALIDITY

- 13.1 If a provision or portion of this Agreement is held to be invalid under any applicable statute or law, it is to that extent to be deemed omitted from the Agreement and shall not affect the validity of the remaining terms and conditions of the Agreement which shall be interpreted as though the invalid clauses did not appear.

## EXHIBITION

1. The Exhibitor agrees to pay for exhibition space detailed on the booking form at the Venue at the rate of £500 + VAT per sqm (the Exhibition Fee). Please note: UK VAT (at the prevailing rate of 20%) is applicable on the Exhibition space rates.
2. The Exhibitor agrees to erect their stand by 20:00 on 8<sup>th</sup> December 2019 and dismantle by 20:00 on 11<sup>th</sup> December 2019.
3. Payment for exhibition space shall be made by the Exhibitor within 30 days of an invoice being issued by the Organiser.
4. No nails screws or other fixtures may be attached to any part of the Venue including floors and ceilings. No painting of any part of the Venue is to be carried out. The Exhibitor shall be responsible for any charges incurred by the Venue for any damage or disfigurement caused by the Exhibitor or its agents.
5. The Exhibitor will ensure that its employees and contractors will at all times act in accordance with the reasonable directives of the Organiser and will conduct themselves in an orderly manner and in full compliance with the reasonable directives and requirements of the Venue management and with all applicable laws ordinances and directives.
6. The Organiser shall not be liable for any claims arising from loss or damage from any cause whatever in respect of any property brought to the Venue by the Exhibitor or by a third party hired by the Exhibitor. The Exhibitor shall indemnify the organiser for any claims arising from death, bodily injury or damage to property arising in connection with the installation or supply of any mechanical equipment or exhibit or stand supplied by the Exhibitor or anything permitted omitted or done thereon. The indemnity shall include any claim for consequential loss and all actions, proceedings, costs and demands for each and every claim.
7. The Exhibitor shall effect adequate insurance in respect of public liability (£5 million British Pounds) and shall on request provide the Organiser with satisfactory evidence that adequate insurance is in force.
8. In the event of postponement or cancellation of the Exhibition for any cause not within the control of the Organiser, the Organiser shall not be liable to the Exhibitor in respect of any actions claims costs or expenses including claims for consequential losses. If the Exhibition can be postponed or rearranged the contracts for space shall be binding on all parties. In the event that the Exhibition is cancelled or abandoned by the Organiser with no intention to rearrange at a future date the Exhibitor shall be entitled to a refund of the Exhibition Fee.
9. The Exhibitor may increase the size of the exhibition stand area after signing this agreement at the same rate per square metre as previously agreed but subject to the further availability of suitable exhibition space at the Venue.
10. If the Exhibitor withdraws from the exhibition after signing and returning the booking form they will be liable to pay the following cancellation fees:  
On or before Monday 1<sup>st</sup> April 2019 - 50% of the total cost of the sponsorship fee  
After Monday 1<sup>st</sup> April 2019 - 100% of the total cost of the sponsorship fee.
11. A pre-condition of your being allowed to set up your exhibition stand is that you will provide us with a copy of your Health & Safety document and Risk Assessment