

ASE Annual Conference 9th to 11th January 2025 – University of Nottingham

Exhibition and Sponsorship Terms and Conditions for Annual Conference 2025

All exhibition bookings and sponsorships are subject to these terms and conditions.

In this Agreement, the following words and phrases shall have the following meanings:

- "Agreement" means the terms and conditions set out in this document;
- "Conference" means ASE Conference 2025 to be held 9-11th January 2025 at the University of Nottingham
- "The organiser" means the Association for Science Education (ASE) registered at College Lane, Hatfield, AL10 9AA (Charity Number 313123/SCO42473)
- "Exhibition" means the Exhibitors' Exhibition being held in conjunction with the Conference;
- "Exhibitor" means your company;

Exhibition terms and conditions

- (a) Exhibitors/Sponsors are requested not to erect an obstruction which may be considered a health and safety risk or hazard. Exhibitors are also requested not to display exhibits in such a manner as to obstruct walkways or affect the shell-schemes or displays of neighbouring Exhibitors. Please note that all emergency exits and access to service areas must be kept clear at all times, at the request of the University of Nottingham (UoNotts) to ensure everyone's health and safety.
- (b) Exhibitors/Sponsors are kindly requested to refrain from using screws or other fixtures that may be driven into any part of the shell scheme or premises including the floors. Velcro and drawing pins may be used on shell scheme walls. No alteration of the premises, fixtures or furniture shall be made without the prior written approval of the UoNotts. Should any Exhibitor be responsible for any such damage or alteration, the Exhibitor will be invoiced for any repair charges incurred by the UoNotts.
- (c) Any Exhibitor/Sponsor causing an obstruction or nuisance will be notified by the UoNotts or ASE and asked to rectify the situation immediately. Any Exhibitor continuing such obstruction or nuisance after notice has been given will have their exhibition booth closed at their own expense and risk.
- (d) It is the responsibility of each Exhibitor/Sponsor to keep their booth space clean and tidy during the opening hours of Annual Conference. Similarly, it is the responsibility of each Exhibitor/Sponsor to leave their booth space as they found it upon arrival - completely clear of all resources and goods.

- (e) The ASE provides a harassment-free event experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion (or lack thereof). We do not tolerate harassment of event participants in any form. Any member of staff, including contractors and couriers, who behave in any way that is deemed inappropriate for an ASE event, will be asked to leave the event. The ASE recognises that exhibitors work hard to comply with the code of conduct, and in the unlikely event that issues arise, any concerns will be addressed quickly. Attendance at future events will be jeopardised if the code of conduct is not upheld.
- (f) Cancellation: In the event of the exhibition being cancelled by the Organiser for any reason, the liability of the Organiser shall be limited to the refund of sums paid and the Exhibitor will have no further claims against the Organiser whatsoever. The Organiser reserved the right to change the dates of the Exhibition and the venue or both if deemed necessary, as well as the stand allocation, as a result of causes outside of the control of the Organiser. In such an event, the Exhibitor shall have no claim against the Organiser for compensation, damages or refunds.
- (g) If the Exhibitor decides to cancel their booking, then the Exhibitor shall give notice in writing to the Organiser. In the event of such cancellation, the full price due under this contract remains payable to the Organiser. However, the Organiser at its discretion, may discount such price as follows: Cancellation received eight weeks prior to the Conference start date may receive a credit of 50% of the total fees due or on a sliding scale as agreed with the Organiser. An Administration charge will be payable on all cancellations. Cancellations received after 1st November 2024 will not be entitled to a refund and any monies owed must be paid in full. If the Organiser manages to re-sell the cancelled allocation, they may refund monies at their discretion.
- (h) All sponsored sessions must be educational in content and align with the objectives of the event. Promotional content, sales pitches, or content primarily intended for commercial gain are not permitted. ASE reserves the right to review and approve all session materials to ensure compliance with these requirements.

General Terms and Conditions

(i) Scope of Work/Services:

The services as outlined the agreement, including any attached schedules, shall not be modified except by written agreement. Any changes to the services must be documented in writing and agreed by both ASE and the exhibitor. Such amendments shall specify the agreed-upon changes, including any adjustments to fees.

ASE warrants that the services provided shall be performed with reasonable care and skill. Except as expressly provided in this document, there are no other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

The Exhibitor/Sponsor understands that any sponsorship or service provided is non-exclusive and provided on an 'arm's length' arrangement and do not constitute in any way endorsement or recommendation of the Sponsor/Exhibitor materials, products or other services.

(j) Limited Liability

ASE shall not be liable to the Exhibitor/Sponsor for the duration of the 2025 Annual Conference, for any consequential, special, indirect, or incidental damages, including but not limited to, loss of profits, loss of business, or liquidated damages, arising out of or in connection with this contract, regardless of whether such damages were foreseeable or whether ASE has been advised of the possibility of such damages.

The total liability of ASE to the Sponsor/Exhibitor for any claims arising out of or in connection with this agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid by the Sponsor/Exhibitor to ASE under the agreement.

(k) Intellectual Property

Each party shall retain ownership of all intellectual property rights that they owned or created prior to the commencement of the contract or that they develop or acquire independently of the contract. Any intellectual property that is developed jointly by the parties during the course of the contract shall be owned jointly by the parties, unless otherwise agreed in writing.

The Sponsor/Exhibitor grants ASE a non-exclusive, royalty-free license to use any of the Sponsor/Exhibitor's intellectual property solely for the purpose of performing the services under the agreement. This license shall terminate upon the completion or termination of the agreement.

ASE grants the Sponsor/Exhibitor a non-exclusive, royalty-free license to use any of ASE's intellectual property solely for the purpose for which it was provided under the agreement. This license shall terminate upon the completion or termination of this agreement. Neither party shall use the other party's intellectual property for any purpose other than as expressly permitted in this agreement without the prior written consent of the other party.

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from any alleged or actual infringement of any third-party intellectual property rights due to the use of their intellectual property as permitted by the contract.

(l) Data Protection

Both parties agree to comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Data Handling: Each party will handle personal data responsibly and implement appropriate technical and organizational measures to protect it from unauthorized access, disclosure, or loss.

Data Breach: In the event of a data breach involving personal data, the affected party will promptly notify the other party and provide necessary details.

Data Retention: Personal data will be retained only for as long as necessary for the agreed purposes and will be securely deleted when no longer needed.

Subprocessors: Any subprocessors engaged to process personal data will be subject to equivalent data protection obligations, and the engaging party will remain responsible for their compliance.

(m) Payment Terms

The Sponsor/Exhibitor agrees to pay for the services provided under the contract within 30 days of the date of the VAT invoice and in advance of the Conference. If payment is not received by the due date, interest of 1.5% per month will apply to the overdue amount. Any disputes

regarding charges must be raised in writing within 10 days of the invoice date.

ASE reserves the right to refuse entrance to any exhibitor/Sponsor who has not made full payment in advance, as required under this Agreement. No exceptions will be made, and ASE shall not be liable for any losses or damages resulting from the enforcement of this policy.

(n) Termination

ASE may terminate the contract with immediate effect if:

- the other party commits a material breach of any term of this contract and fails to remedy the breach within 30 days of receiving written notice of the breach.
- If the other party becomes insolvent or bankrupt, or if a receiver, administrator, or similar officer is appointed over all or any part of the other party's assets.
- If ASE determines that continuing the contract would result in damage to its reputation, including but not limited to instances where the Sponsor/Exhibitor's actions or materials are of poor quality, inaccurate, offensive, or not aligned with ASE's mission or values.

Upon termination of the contract, the Sponsor/Exhibitor shall pay for all services rendered and expenses incurred by ASE up to the effective date of termination. All provisions of this contract that by their nature should survive termination shall remain in effect, including but not limited to data protection, indemnity and limitation of liability.

August 2024