

## Hosted Buyer Terms and Conditions

### 1. 1. DEFINITIONS

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

**Cancellation Fee** means the fee that may be payable in accordance with clause 5.4, being the amount as set out on the Schedule at E.

**Control** means in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and Controls and Controlled shall be construed accordingly;

**Customer** means a person that places an Order – either in his/her own right or as an employer of a hosted buyer.

**Exhibition** means the show in the heading on the dates shown.

**Exhibitor** means a person that has contracted with the Organiser to take stand space at the Exhibition.

**Final Cancellation Date** means the final date that the Customer may cancel attendance of the hosted buyer programme without incurring a Cancellation Fee in accordance with clause 5.4, being the date as set out on the Schedule.

**Force Majeure** means an event beyond the reasonable control of a party.

**Hosted buyer** means an individual in respect of whom the Organiser has accepted an Order and who has undertaken, either directly or indirectly through a Customer, to provide certain services as set out in the Schedule at D. Where the sense allows it this also includes a substitute in accordance with clause 4.5.

**Non-Attendance Charge** means the amount that may be charged to the Customer under the terms of clause 5.1, being the amount as set out on the Schedule.

**Order** means an order for attendance by the hosted buyer at the Exhibition placed by a Customer through the online application form.

**Organiser** means Northstar Travel Group.

**Post Event Educational Tour** means a tour with the exhibitor to take place after the exhibition. Hosted buyers must apply prior to the exhibition using the software provided by the Organiser and all applications are to be approved by the relevant Exhibitor hosting the tour.

**Pre-scheduled Appointment** means an appointment booked by a hosted buyer with an Exhibitor for a meeting at the Exhibition. Such appointment to be made prior to the Exhibition using the meetings programme software provided by the Organiser.

**Programme** means the individual programme provided to the hosted buyer by the Organiser stipulating the obligations of the hosted buyer with regard to attendance at the Exhibition including Pre-Scheduled Appointments and meals.

**Venue** means the venue shown in the heading.

The Schedule forms part of these Terms and Conditions.

NOTE – The main spoken language of this event is English.

## **2. APPLICATION**

2.1 An Order is concluded when the Customer places an order through the online hosted buyer registration pages and has ticked the relevant boxes on the online application form agreeing to be bound by these Terms and Conditions and the Order is accepted by the Organiser (“*Acceptance*”).

2.2 Acceptance by the Organiser will be acknowledged by email.

2.3 The Organiser may accept or reject an Order at its absolute discretion. All Orders placed will go through a qualification process to ensure that they meet the criteria of a hosted buyer.

2.4 In the event that the Customer is not the hosted buyer but the hosted buyer’s employer the Customer undertakes to procure that the hosted buyer complies with these Terms and Conditions.

## **3. OBLIGATIONS OF THE ORGANISER**

3.1 The Organiser agrees to provide the Customer with the services as set out on the Schedule at A, for the benefit of the hosted buyer.

3.2 The Organiser shall not, however, provide the items as set out on the Schedule at B, which are the responsibility of the Customer.

## **4. OBLIGATIONS OF THE CUSTOMER**

4.1 The Customer shall be responsible for the items covered at clause 3.2.

4.2 It is the Customer’s responsibility to ensure that the hosted buyer has a valid passport and has obtained any visa or travel permits that may be required in order for the hosted buyer to perform his/her obligations under these Terms and Conditions.

4.3 The Customer is strongly advised to obtain adequate travel insurance coverage for the hosted buyer’s travel (including baggage and medical insurance) and to take out adequate cancellation insurance to cover cancellation of the Exhibition for any reason.

4.4 The Customer undertakes to ensure that the hosted buyer vacates the relevant hotel room and the Venue as specified by the hotel or the Organiser and shall be responsible for any extra charges if he/she fails to do so.

4.5 In the event of a cancellation of a hosted buyer by the Customer the Customer agrees to make best efforts to provide a substitute hosted buyer of a comparable authority, subject to agreement by the Organiser that such substitute is eligible to attend in accordance with the criteria at clause 2.3.

4.6 The hosted buyer can choose to attend the Exhibition for different durations but will be obliged to attend the number of Pre-scheduled Appointments and other events as set out on the Schedule at C.

4.7 It is an obligation of the Customer to ensure that the hosted buyer books and attends Pre-Scheduled Appointments and other events as set out in the Schedule at D.

4.8 In consideration for the Customer: (i) performing its obligations in clauses 4.6 and 4.7; (ii) otherwise complying with these Terms and Conditions; and (iii) ensuring that the hosted buyer performs the services set out in the Schedule at D and otherwise complies with these Terms and Conditions, attendance by the hosted buyer at the Exhibition together with the travel, accommodation and subsistence commitments set out in the Organiser obligations at clause 3 will be free of charge to the Customer.

4.9 It is an obligation of the Customer to ensure that the hosted buyer attends Post Event Tours if approved by the relevant Exhibitor hosting the tour.

## **5. CANCELLATION BY THE CUSTOMER**

5.1 In the event of a Customer not adhering to its obligations under clause 4, the Organiser may cancel the Order and charge the appropriate Cancellation Fee (as set out on the Schedule at E) and in that event will send an invoice to the Customer, such invoice to be paid by the Customer within 30 days of receipt.

5.2 The Organiser reserves the right to review and cancel any Order if either (a) the hosted buyer has not booked Prescheduled Appointments in line with the obligations at clause 4; or (B) any information provided in respect of the hosted buyer by the Customer and/or the hosted buyer is found to be materially untrue or inaccurate.

5.3 If the Customer wishes to cancel an Order it must notify the Organiser as soon as reasonably possible and such notice must be received in writing, including by email (to the address on the Schedule at E), by the Organiser addressed to the “hosted buyer manager” at the Organiser’s address and will be effective: (i) if hand delivered or sent by prepaid first class recorded delivery or first class registered post, at the time of delivery; and (ii) in the case of email, at the time of transmission provided that the Organiser has confirmed receipt of such email in writing (it being acknowledged that the Organiser shall use all reasonable endeavours to provide such confirmation within 48 hours of receipt of the email).

5.4 If the cancellation is notified after the Final Cancellation Date (as specified on the Schedule at E), and subject to clause 5.5, a Cancellation Fee (as set out on the Schedule at E) will be charged to the Customer.

5.5 In the event that a hosted buyer does not attend the Exhibition in line with his/her Programme or is responsible for missing more than two of their Pre-scheduled Appointments in any one day this will be treated as a cancellation under clause 5.4.

5.6 If the hosted buyer fails to attend any other mandatory event in their Programme the Organiser reserves the right to cancel the Order and charge the Customer the appropriate Cancellation Fee (as set out on the Schedule at E)

5.7 In determining whether or not to levy a charge under this clause 5 the Organiser will in all cases act reasonably and take into account any genuine reason for the failure of the Customer to meet their obligations, including an event of Force Majeure.

5.8 The Customer agrees that the above charges are a reasonable pre-estimate of the loss suffered by the Organiser in the event of the Customer cancelling their or the hosted buyer's attendance at the Exhibition

## **6. LIMITATION OF LIABILITY**

Customers' attention is particularly drawn to the provisions of this clause.

6.1 Other than as expressly stated in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6.2 Nothing in these Terms and Conditions limits or excludes the liability of the Organiser for death, fraud or personal injury resulting from the Organiser's negligence.

6.3 The Organiser, its employees or agents shall not be responsible for any loss, theft or damage to the property of the hosted buyer or the Customer. Further, the Organiser its agents and employees will not be liable for any loss or damage or injury to persons or property during the term of the Exhibition from any cause whatsoever by reason of the use or occupancy of the Venue by the hosted buyer.

6.4 Subject to clauses 6.1 and 6.2, the Organiser shall not be liable to the Customer for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and/or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss of corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses ("**Losses**").

6.5 To the fullest extent permitted by law the Customer shall not be entitled to bring a claim and the Organiser shall not be liable to the hosted buyer or to the Customer for any loss or injury whatsoever and howsoever caused that may be incurred by the Customer or the hosted buyer or which is caused by or contributed to by the Organiser's (or any third party's) acts omissions breach or negligence arising out of or in connection with the flights including but not limited to refusal by us the pilot or a competent authority to carry the hosted buyer or cancellation delay or disruption of a flight for any reason.

6.6 The Organiser shall not be liable for any Losses arising from the insolvency or failure of any relevant transport provider or hotel used by the hosted buyer.

6.7 Subject to clauses 6.1 and 6.2, the Organiser's total 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 these Terms and Conditions and/or the Exhibition shall be limited to a sum equal to the Cancellation Fee.

6.8 The Customer shall hold the Organiser and each of its Affiliates (the Organiser and its Affiliates together being the "**Indemnified Parties**" and each an "**Indemnified Party**") harmless and indemnify them and their employees and agents against any liability, costs, expenses or losses (including Losses) incurred or sustained by an Indemnified Party arising directly or indirectly from the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations under or in connection with these Terms and Conditions, except where incurred or sustained by an Indemnified Party as a result of any damage or injury caused by that Indemnified Party or official contractors appointed by that Indemnified Party.

6.9 For the purpose of this clause 6, references to the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations include any such fraud, negligence, failure to perform or delay in performance by the Customer's employees, agents or contractors (including, without limitation, the hosted buyer).

## **7. CANCELLATION BY THE ORGANISER**

7.1 The Organiser shall have no liability to the Customer if the Organiser cancels, postpones or re-sites the Exhibition, or reduces the planned period for preparation, display or dismantling the Exhibition for any reason.

7.2 In the event that clause 7.1 is applicable the Organiser shall not be liable to the Customer for any direct losses or any Losses (as defined at clause 6.4)

## **8. OTHER TERMS**

8.1 The Customer acknowledges that the Organiser will use the hosted buyer's personal data as necessary for performance of these Terms and Conditions, including in order for the Organiser to comply with its obligations in Schedule A, and otherwise in accordance with its privacy policy which is available at [http://adhost1.ntmllc.com/twxads/privacy\\_0404.htm](http://adhost1.ntmllc.com/twxads/privacy_0404.htm) ("**Privacy Policy**"). To the extent that Customer is the employer of the hosted buyer, the Customer agrees to provide the Privacy Policy to the hosted buyer. In particular, the Customer acknowledges that the hosted buyer's personal details (name, job title, country, industry, business name, email and address) will be shared with (a) Exhibitors and sponsors in connection with the hosted buyer's attendance at the Exhibition; and (b) to Exhibitors who have been contacted by the hosted buyer to request a Pre-scheduled Appointment using the meetings programme software provided by the Organiser, regardless of attending the appointment or not.

8.2 The Organiser reserves the right to alter the content of the Programme and / or timings.

8.3 If it appears to the Organiser that the hosted buyer may be engaged in activities which are deemed by the Organiser in its absolute discretion to be contrary to the best interests of the Exhibition and/or the Organiser, or which appear to the Organiser in its absolute discretion unethical or in breach of any law, the Organiser may exclude or eject any persons from the Exhibition. The Customer will be liable for any liabilities arising thereby, save where the Customer establishes negligence or bad faith by the Organiser and to the fullest extent permitted by law the Organiser will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Customer, its employees, visitors, customers, staff, agents or contractors or by the hosted buyer however so arising resulting from an exclusion under this clause.

8.4 Failure by the Organiser to insist upon strict performance by the Customer of any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Customer under these Terms and Conditions.

8.5 The Organiser shall be under no liability for any failure, delay or omission on its part or resulting from any event of Force Majeure.

8.6 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to these Terms and Conditions and nothing in these Terms and Conditions shall confer on any third party the right to enforce any provision of them.

8.7 Each party shall procure that its employees, agents and sub-contractors shall at all times act in an ethical business manner and shall not at any time contravene or breach the provisions contained in the Bribery Act 2010 or any legislation relating to anti bribery. Breach of this clause will be regarded as a material breach of this agreement which cannot be remedied and shall lead to immediate termination.

## **9. LAW APPLICABLE**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter will be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

## Schedule

### (A) The services to be provided by the Organiser (clause 3.1)

- For hosted buyers who are travelling to London from outside the M25 motorway, return economy flights or standard rail travel to London. Return travel will be booked to the same airport/station. These arrangements are non-transferable and non-refundable. The Customer accepts that the flights/rail travel are booked in the name of the hosted buyer and the contract arising therefore will be between the hosted buyer and the relevant transport provider and the Organiser will not be a party to it.

Customer agrees that it will procure that the hosted buyer will read and comply with the terms and conditions available on the relevant transport provider's website. The travel times will be booked to ensure maximum time at the Exhibition. Any travel changes requested by the Customer are subject to availability. Any additional costs for travel changes will be the responsibility of the Customer;

- For hosted buyers who are travelling to London from outside the M25 motorway, standard hotel accommodation (room and breakfast charges only) in London for relevant nights;
- For hosted buyers who are travelling to London from outside the M25 motorway, arrangements (at the Organiser's discretion) for return transport from arrival airport/station in London to the Venue and transport to the events in the Programme;
- All meals and refreshments scheduled in the Programme; and
- Access to the tool enabling the hosted buyer to book Pre-Scheduled Appointments with Exhibitors and (where relevant) apply for Post Event Educational Tours.

The Customer accepts that the flights/rail travel, accommodation and any other services are booked by the Exhibitor host of the Post Event Tours and the contract arising therefore will be between the hosted buyer and the relevant Exhibitor host of the Post Event Educational Tour and the Organiser will not be a party to it.

### (B) The responsibilities of the Customer (clause 3.2)

- Expenses if travelling by car and all meals not taken within the programme or in the "hosted buyer lounge";
- Personal expenses such as mini bar, additional drinks, refreshments, spa treatments, telephone etc.;
- Travel insurance; and
- Upgrades for room and flights
- Where a Post Event Educational Tour has been arranged the Customer is responsible for attending the tour as per the itinerary provided and for all costs of travel between the arrival

point in London following the Post Event Education Tour and the hosted buyer's final point of departure.

(C) Attendance required (clause 4.6)

- The hosted buyers can choose to attend the Exhibition for different durations but will be obliged to attend six 15-minute Pre-scheduled Appointments per day of attendance at the Exhibition if attending for one day. If hosted buyers arrive on the Wednesday for two days, they only have to pre-schedule 12 appointments across both days but if hosted buyers arrive on the Tuesday then they have to pre-schedule 16 across both days of the show.

(D) The obligations of the Customer (clause 4.7)

- Book and attend Pre-scheduled Appointments in line with their days of attendance at the Exhibition.

(E) Cancellation by the Customer (clause 5)

- If the hosted buyer only has travel or only has accommodation booked, the cancellation charge will match the cost of the travel ticket or cost of accommodation if less than the appropriate Cancellation Fee (See Cancellation Fees below).
- The email address to which notices must be sent to is: [hosted@themeetingsshow.com](mailto:hosted@themeetingsshow.com)
- If the cancellation is notified after 18 May 2019 (the Final Cancellation Date), and subject to clause 5.5, an appropriate Cancellation Fee will be charged to the Customer. (See Cancellation Fees below.)

Cancellation Fees: For Customers where travel and accommodation has been provided by the Organiser the fee will be £ 350.

For Customers where travel and accommodation has not been provided by the Organiser the fee will be £ 50.