

SXSW EDU
Austin, Texas
5 – 8 March 2018

Please return this form to william@besa.org.uk

CONTRACT WITH:

Company:	<input type="text"/>	Tel:	<input type="text"/>
Address:	<input type="text"/>	Email:	<input type="text"/>

Please tick as appropriate:

I seek a DIT grant, check my eligibility and confirm my contract if eligible.

Or

I do not seek a DIT grant, I am contracting immediately.

We hereby contract to be part of SXSW EDU 2018, the following choice of stand package, and acknowledge that I have read the BESA terms and conditions:

I would like to take the 5'X8' (1.5 x 2.5 mtr) **Standard stand** package at the cost of £2400 - Early Bird rate until 8th December 2017. Stand cost £2700 from the 9th December 2017

Grant available £2000 for eligible companies, which will be paid after the event

Size of stand in sq. metres	Stand Cost (A)	Organisation Fee £0 for members £250 for non-members (plus VAT) (B)	Total £ {A + B}	Purchase order Number
Approx. 4sq mtrs	£		£	

On receipt and after grant approval, if applicable, an invoice will be issued by BESA for payment within 30 days. **Please see cancellation policy (7) overleaf.**

TO BE COMPLETED BY EXHIBITOR:

Contact Name	Position
Signature	Date

Contract confirmation (to be completed by BESA)

BESA Contact Name	Position
Signature	Date

British Educational Suppliers Association
Terms and Conditions
SXSW EDU 2018

1. LIMITATION OF LIABILITY

1.1 To enable BESA to provide the services to the exhibitor for the prices and fees charged, BESA excludes certain types of loss and limits its liability to the exhibitor. The exhibitor acknowledges that this clause 1 is an important inducement for BESA to enter into this contract with the exhibitor and that BESA would not enter into this contract without these limitations and exclusions.

1.2 BESA, its employees, agents and sub-contractors, shall not be liable in any event for any economic loss of profits, revenue, goodwill or anticipated saving or for indirect, special, incidental or consequential loss or damage of the exhibitors or others, however caused, whether or not BESA was aware that such loss or damage may arise.

1.3 Except as provided in these terms and conditions BESA, its employees, agents or sub-contractors shall not be liable, either in contract, tort, (including negligence) or otherwise, for any claim, costs, demand or liability whatsoever and howsoever arising out of or in connection herewith or the supply of any services hereunder.

1.4 In no event shall BESA's aggregate liability to the exhibitor exceed the amount paid by the exhibitor to BESA for the services.

1.5 The limitations and exclusions in this clause 1 shall not apply to death or personal injury arising from negligence, except to the extent permitted under the Unfair Contract Terms Act 1977.

1.6 BESA shall have no liability whatsoever or howsoever arising in respect of any claim of which it is not notified in writing prior to the first anniversary of this contract.

2. INDEMNITIES AND INSURANCE

2.1 The exhibitor undertakes to indemnify DIT in accordance with their Terms and conditions for Exhibitions and to indemnify and keep indemnified BESA against any claim by DIT against BESA in respect of the matters covered by the said indemnity.

2.2 The exhibitor further undertakes to indemnify and keep indemnified BESA against all costs, charges, expenses, claims or losses of any nature suffered by BESA as a result of the exhibitor's failure to comply with:

- a) its contract with BESA
- b) the terms and conditions under DIT
- c) the exhibition organisers' terms, conditions, rules and regulations.

2.3 The exhibitor shall ensure that it has full insurance cover against accident, injury, loss or damage of any nature including public and product liability. The exhibitor shall also comply with any requirements of BESA, the exhibition organiser and any applicable law in this regard.

3. CONTRA ACCOUNTS

BESA reserve the right to deduct from any sums due or which may become due to the exhibitor under this or any other contract with BESA, any sum which is due or which may become due to BESA from the exhibitor under this or any other contract

4. DAMAGE TO STANDS

No damage may be caused to the shell scheme or display aids/furniture supplied and if so caused exhibitors will be liable for the full cost of replacement.

5. VARIATION OF COSTS

Charges related to the provision of space and stand construction may be adjusted by BESA in the light of actual costs and any increase shall be payable on request.

6. FAILURE TO PAY

BESA shall not be bound to provide space and/or any stand for any exhibitor if BESA has not received payment in full of all monies due

7. CANCELLATIONS

There is a 50% cancellation charge for cancellations of contracts prior to 5 January 2018, after which date the cancellation charge is 100% of the contract value

8. CANCELLATION OF THE EVENT

If for any reason the event is cancelled before BESA has committed, or becomes committed to make, any expenditure any monies collected for space and stand construction will be reimbursed. However, if cancellation of the event occurs after BESA has committed or becomes committed to make any expenditure the exhibitor is liable to BESA for all costs incurred on its behalf, including the repayment of any grant from Department for International Trade (DIT)

9. ALLOCATION OF SPACE

BESA will make every effort to provide the size of stand requested but cannot guarantee in advance the hall, position, configuration of stand or total stand size.

10. ADJUSTMENTS TO SPACE

It may become necessary for layout purposes to allocate a slightly larger or smaller area than that applied for. Any increase will be restricted to the minimum essential but exhibitors will be liable for any consequent increase in space and stand construction costs.

11. TRAVEL AND FREIGHT ARRANGEMENTS

BESA will appoint travel and freight agents for events in the interest of reducing individual exhibitor costs for freight, travel and accommodation. Exhibitors are free to make use of these services but do so at their own risk. All transactions between exhibitors and the appointed agents will be direct and BESA cannot and does not accept any liability whatsoever for any claim or dispute between exhibitors and the agents.

12. ASSIGNMENT

This contract shall not be assigned or transferred in whole or in part by the exhibitor directly or indirectly without the prior written consent of BESA.

13. TERMINATION OF CONTRACT

The exhibitor acknowledges that BESA may terminate this contract if:

- a) the exhibitor becomes insolvent.
- b) the exhibitor fails to remedy any breach of contract within a reasonable period of being requested in writing by BESA so to do.
- c) in BESA's reasonable opinion there is insufficient support for the exhibition.
- d) DIT withdraws support for the exhibition.

14. AMENDMENT, SEVERABILITY AND WAIVER

This contract and these terms and conditions or any of them cannot be varied, suspended or added to without BESA's written consent. If this contract or these terms and conditions or any of them is judged by any competent court to be invalid or unenforceable, the remaining part or parts shall continue in full force and effect. Any neglect, forbearance or indulgence on the part of BESA relating to rights under this contract, the terms or conditions or any of them shall in no way be deemed a waiver, implied or otherwise, or such rights.

15. FORCE MAJEURE

BESA shall not in any event be held responsible for or liable for failure to perform its obligations hereunder if such failure results from circumstances not under BESA's control.

16. NOTICES

Notices will be in writing and will for all purposes be deemed to have been fully given and received when actually received and they will be sent postage prepaid properly addressed to the parties at their respective addresses first above written in this contract or at such addresses for either party as may be specified by such party for such purposes above written in this contract or at such addresses for either party as may be specified by such party for such purpose.

17. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this contract shall be governed by the English law and the parties submit to the exclusive jurisdiction of the English Courts.