

BESS VIETNAM

5-6 March 2019

HCMC



BRITISH EDUCATIONAL
SUPPLIERS SHOW



VIETNAM

Contract with:

Company: _____

Address: _____

Tel: _____

Email: _____

Please tick as appropriate:

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

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

With one of the following options:

Platinum sponsorship stand package **£15,000**

Gold sponsorship stand package **£9,000**

Silver sponsorship stand package **£6,000**

Standard stand package **£3,500**

For information on the stand packages, please refer to the marketing leaflet.

And the following BESA organisation fee:

I am a BESA member (**£0** organisation fee)

I am not a BESA member. Please add the organisation fee (**£250** +VAT)

On receipt of booking form, BESA will issue an invoice for immediate payment. Please see cancellation policy (7) overleaf.

To be completed by company:

Purchase order No: _____

Contact name: _____

Signature: _____

Position: _____

Date: _____

Contract confirmation (to be completed by BESA)

BESA contact name: _____

Signature: _____

Position: _____

Date: _____

Organised by



In partnership with:



BESS VIETNAM 2018

British Educational Suppliers Association Terms and Conditions



1. LIMITATION OF LIABILITY

- 1.1 To enable BESA to provide the services to the company for the prices and fees charged, BESA excludes certain types of loss and limits its liability to the company. The company acknowledges that this clause 1 is an important inducement for BESA to enter into this contract with the company 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 companies 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 company exceed the amount paid by the company 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 company undertakes to indemnify UK Trade & Investment (DIT) in accordance with DIT 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 company 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 company'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 company shall ensure that it has full insurance cover against accident, injury, loss or damage of any nature including public and product liability. The company shall also comply with any requirements of BESA, the 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 company under this or any other contract with BESA, any sum which is due or which may become due to BESA from the company under this or any other contract.

4. DAMAGE

No damage may be caused to the display aids/furniture supplied and if so caused companies 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 company 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 **20 July 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 will be reimbursed. However, if cancellation of the event occurs after BESA has committed or becomes committed to make any expenditure the company is liable to BESA for all costs incurred on its behalf.

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 companies 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 company costs for freight, travel and accommodation. Companies are free to make use of these services but do so at their own risk. All transactions between companies and the appointed agents will be direct and BESA cannot and does not accept any liability whatsoever for any claim or dispute between companies and the agents.

12. ASSIGNMENT

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

13. TERMINATION OF CONTRACT

The company acknowledges that BESA may terminate this contract if:

- a) the company becomes insolvent.
- b) the company 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.

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