# **BESS VIETNAM**

20-21 March 2020

# Tan Son Nhat Hotel, HCMC



Contract with:						
Company:						
Address:						
Telephone: Ema	il:					
Please tick as appropriate:	For information on the stand packages please					
I seek a DIT grant. Check my eligibility confirm my contract if eligible.  I do not seek a DIT grant, I am contract immediately.  With one of the following options:  Platinum sponsorship stand package £12,000 + VAT  Gold sponsorship stand package £9,000 + VAT  Silver sponsorship stand package £6,000 + VAT	Lam a BESA member					
Standard sponsorship stand package £3,600 + VAT						
To be completed by company						
Purchase Order number:						
Contact name:	Position:					
Signature:	Date:					
Contract confirmation (to be completed by B	BESA)					
BESA contact name:	Position:					
Signature:	Date:					





In partnership with:



# **BESS VIETNAM**

20-21 March 2020

# **HCMC**



Item	Premium: £12,000 + VAT	Gold: £9,000 + VAT	Silver: £6,000 + VAT	Standard: £3,600 + VAT
Marketing of the workshop sessions	Yes	Yes	Yes	Yes
Power Socket	2 sockets	1 socket	1 socket	1 socket
Workshop session	3 x one hour	2 x one hour	1 x one hour	1 x 30 mins
Chairs and front desk	2	2	1	1
Front desk	1	1	1	1
Coffee/tea and lunch on both days	Yes	Yes	Yes	Yes
DIT welcome and market info briefing	Yes	Yes	Yes	Yes
Stand with your own graphics	12 sq mtrs	10 sq mtrs	8 sq mtrs	6 sq mtrs
Show guide entry	Yes	Yes	Yes	Yes
Vietnam Market Report	Yes	Yes	Yes	Yes
Your logo on all event signage during the event	Yes	Yes	Yes	No
Lunch sponsor ( 1 day)	Yes	No	No	No
Advertisement on event brochure	Full page	Half page	No	No
Logo on BESS Vietnam website	Yes	No	No	No
Your company logo in all pre-show marketing material	Yes	No	No	No
Interpreter	up to 2	1	1	1



£2,500 grant available





In partnership with:



# **BESS VIETNAM**

# British Educational Suppliers Association **Terms and Conditions**



#### 1. LIMITATION OF LIABILITY

- 1.1 To enable BESA to provide the services to the company for theipes and fees charged, BESA excludes certain types of loss and limits itability to the company. The company acknowledges that this clause 1 is an important inducement for BESA to enter into this contract with the companion that BESA would not enter into this contract without these limitations diexclusions.
- 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 anticipæd saving or for indirect, special, incidental or consequential loss or damagé 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 engylees, agents or sub-contractors shall not be liable, either in contract, to (thacluding negligence) or otherwise, for any claim, costs, demand or liability whatswer and howsoever arising out of or in connection herewith or the supply of anyexices hereunder.
- 1.4 In no event shall BESA's aggregate liability to the company exed the amount paid by the company to BESA for the services.
- 1.5 The limitations and exclusions in this clause 1 shall not apply death or personal injury arising from negligence, except to the extent permittender the Unfair Contract Terms Act 1977.
- 1.6 BESA shall have no liability whatsoever or howsoever arising inspect of any claim of which it is not notified in writing prior to the first annivarry 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 indemnify and keep indemnified BESA against any claim by DIT agrat BESA in respect of the matters covered by the said indemnity.
- 2.2 The company further undertakes to indemnify and keep indemnified SA against all costs, charges, expenses, claims or losses of any nature fered 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 relations.
- 2.3 The company shall ensure that it has full insurance cover againaccident, injury, loss or damage of any nature including public and product lidity. The company shall also comply with any requirements of BESA, the organisand any applicable law in this regard.

# 3 CONTRA ACCOUNTS

BESA reserve the right to deduct from any sums due or which mapecome 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 anyther contract.

## 4 DAMAGE

No damage may be caused to the display aids/furniture supplied if so caused companies will be liable for the full cost of replacent.

## 5 VARIATION OF COSTS

Charges related to the provision of space and stand constructionay be adjusted by BESA in the light of actual costs and any increase shall the type of the provision of the standard construction of the standard construct

## 6 FAILURE TO PAY

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

## 7 CANCELLATIONS

There is a 50% cancellation charge for cancellations of contrasprior to 20 november 2019 after which date the cancellation charge is 100% of the contravalue.

## 8 CANCELLATION OF THE EVENT

If for any reason the event is cancelled before BESA has comrteit, or becomes committed to make, any expenditure any monies collected will beimbursed. However, if cancellation of the event occurs after BESA has committed becomes committed to make any expenditure the company is liable to BESA for all cesincurred on its behalf.

#### 9 ALLOCATION OF SPACE

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

#### 10 ADJUSTMENTS TO SPACE

It may become necessary for layout purposes to allocate a sli**th** larger or smaller area than that applied for. Any increase **wille** restricted to the minimum essential but companies will be liadfor any consequent increase in space and stand construction costs.

#### 11 TRAVEL AND FREIGHT ARRANGEMENTS

BESA will appoint travel and freight agents for events in thaterest of reducing individual company costs for freight, travel and accampation. Companies are free to make use of these services but do so dittir 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 <code>ior</code> part by the company directly or indirectly without the prior written constant BESA.

#### 13 TERMINATION OF CONTRACT

The company acknowledges that BESA may terminate this contraits

- 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 tod
- c) in BESA's reasonable opinion there is insufficient supportrfthe exhibition.
- d) DIT withdraws support for the exhibition.

#### 14 AMENDMENT, SEVERABILITY AND WAIVER

This contract and these terms and conditions or any of them can be varied, suspended or added to without BESA's written consent. If this natract or these terms and conditions or any of them is judged by any competendurt to be invalid or unenforceable, the remaining part or parts shabhtinue in full force and effect. Any neglect, for bearance or indulgence on tipeart of BESA relating to rights under this contract, the terms or conditions 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 liablerffailure to perform its obligationshereunderif such failure results from circumstances not under BESA's control.

## 16 NOTICES

Notices will be in writing and will for all purposes be deemed have been fully given and received when actually received and they wiletsent postage prepaid properly addressed to the parties at their respectivedresses first above written in this contract or at such addresses for eithparty as may be specified by such party for such purposes above written in this notice 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 shibe governed by the English law and the parties submit to the exclusive jurisdiction the English Courts.









