

# BESS VIETNAM

12–13 June 2020

**Tan Son Nhat Hotel, HCMC**



## Contract with:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### Please tick as appropriate:

- If available, I would like to apply for a 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 stand package **£12,000** + VAT
- Gold stand package **£9,000** + VAT
- Silver stand package **£6,000** + VAT
- Standard stand package **£3,600** + VAT

*For information on the stand packages please refer to the marketing leaflet*

### And add 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 number: \_\_\_\_\_

Contact name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

### Contract confirmation (to be completed by BESA)

BESA contact name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



In partnership with:



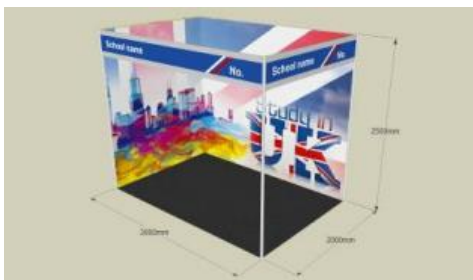
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HCMC



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 BESS to provide the services to the company for the prices and fees charged, BESS excludes certain types of loss and limits liability to the company. The company acknowledges that this clause 1 is an important inducement for BESS to enter into this contract with the company and that BESS would not enter into this contract without these limitations and exclusions.
- 1.2 BESS, 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 BESS was aware that such loss or damage may arise.
- 1.3 Except as provided in these terms and conditions BESS, 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 BESS's aggregate liability to the company exceed the amount paid by the company to BESS 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 BESS 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 BESS against any claim by DIT against BESS in respect of the matters covered by the said indemnity.
- 2.2 The company further undertakes to indemnify and keep indemnified BESS against all costs, charges, expenses, claims or losses of any nature suffered by BESS as a result of the company's failure to comply with:
  - a) its contract with BESS
  - 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 BESS, the organisers and any applicable law in this regard.

### 3. CONTRA ACCOUNTS

BESS reserve the right to deduct from any sums due or which may become due to the company under this or any other contract with BESS, any sum which is due or which may become due to BESS 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 BESS in the light of actual costs and any increase shall be payable on request.

### 6. FAILURE TO PAY

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

### 7. CANCELLATIONS

There is a 50% cancellation charge for cancellations of contract prior to 30 March 2020 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 BESS has committed, or becomes committed to make, any expenditure any monies collected will be repaid. However if cancellation of the event occurs after BESS has committed to become committed to make any expenditure the company is liable to BESS for all costs incurred on its behalf.

### 9. ALLOCATION OF SPACE

BESS 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

BESS 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 BESS 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 part by the company directly or indirectly without the prior written consent of BESS.

### 13. TERMINATION OF CONTRACT

The company acknowledges that BESS 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 BESS so to do.
- c) in BESS'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 BESS'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 BESS 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

BESS 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 BESS'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.