

AWARDS TABLES TERMS AND CONDITIONS

Definite Article Media Limited (Organiser) a company registered in England and Wales under company number 10956503, and with its registered office at I 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom, EC1A 2BN and VAT number GB 283326400;

Interpretation

"**Client**" means the company, firm or person who has applied and been booked a table(s) for the Event and who is the counterparty to the Organiser identified on the Booking Form;

"**Event**" means the Awards (as referenced on the Booking Form);

"**Event Venue**" means the location of where the Event will take place (as referenced on the Booking Form or advertised on the Event official website);

"Awards Tables" means silver/ Standard and Gold table packages. For Branding/ Platinum packages or any other package the refer to the [Sponsorship Terms and Conditions](https://definitearticlemedia.com/event-sponsorship-terms-conditions/) - <https://definitearticlemedia.com/event-sponsorship-terms-conditions/>;

1. Cancellation

- 1.1. The Client may cancel this agreement at any point 16 weeks before the Event ceremony by notification in writing to the Organiser. The Organiser may charge a 20% administration fee for cancellation. Refunds will not be possible after this date.

2. Payment

- 2.1. Upon signature Organiser will issue an invoice for the full amount.
- 2.2. Payment will be made by bank transfer in which case Organiser will issue an invoice for the full amount due (the "Total Price") immediately upon receipt of the Booking Form; or by any other method accepted by Organiser (including credit card or debit card) in which case the Total Price shall be payable as set out below and each invoice issued shall be payable.
- 2.3. If the package is booked online via the Event website, this Terms and Conditions apply.
- 2.4. If the agreed terms of payment on the Booking Form differ from those set out in this Terms and Conditions, the terms of payment on the Booking Form take precedence.
- 2.5. Without limiting any of our other rights or remedies, if any payment is overdue from the Client, the Organiser reserves the right to (in its sole discretion) suspend performance in respect of the Agreement.
- 2.6. The Client will not be allowed to exercise the Client Rights/ attend the Event if any payment is outstanding on the day of the Event.
- 2.7. The Client shall pay 12.5% administration charge together with any applicable VAT of the value of the booking for unpaid invoices of 90 days and over. A separate invoice with the additional administration together with any applicable VAT charge will be issued to the Client. Payment for the administration charge together with any applicable VAT is expected within 5 working days of issuing the invoice.

3. Guests

- 3.1. The Client is required to submit a list of guests attending the Event. It must, without exception, provide the following contact information for each guest: full name, company, job title, and email address. This information is necessary to meet health and safety requirements and to comply with the obligations of the venue. The data provided will be treated in strict accordance and in compliance with Data Protection Regulations and GDPR.
- 3.2. Each table accommodates up to 10 guests. Additional places, up to a maximum of 12 guests per table, may be purchased at an extra cost per additional seat. Tables may not exceed this 12-guest limit under any circumstances.

- 3.3. The Organiser may, in its sole discretion, reject or refuse admission to any guest invited by a Client or table buyer.
- 3.4. Providers may not invite other providers to join their tables without the Organiser's prior written consent. The Organiser may reject any such guest under clause 3.3.
- 3.5. Providers may not share table costs. Payment for each table must be made by one business unit only.
- 3.6. The Organiser may decide not to place tables from the same organisation together or next to one another where those tables are purchased at different times or under different packages.
- 3.7. Advisers and employee benefit consultants (EBCs) may not invite providers to their tables. The Organiser may reject any such guest under clause 3.3.
- 3.8. No Client, table buyer, guest or other attendee may invite members or representatives of competitive publications, journalists or media representatives from other publications. The Organiser may reject any such guest under clause 3.3.

4. Event venue

- 4.1. The Client shall comply with all requirements imposed on the Organiser or Clients by the owners, proprietors or managers of the Venue, or any municipal or other competent authority. In addition, the Client shall comply with any notice of such requirements given to the Client by the Organiser.
- 4.2. The Event Venue is reserved for the sole use of the Organiser on the day of the Event. Clients are prohibited from booking any space within the Event Venue on the Event day for alternative client meetings, internal events, or any other business purposes. Failure to comply with this restriction may result in the venue cancelling the Client's unauthorised booking. If cancellation by the venue is not possible, the Client shall be liable to pay the Organiser a fee of £30,000, exclusive of VAT, for any unauthorised use of the venue.

5. Table package non-transferable

- 5.1. When booking a table package, the Client may not transfer the table package, either in name or financially, to another organisation. The table package is granted exclusively to the Client and is non-transferable under any circumstances.

6. Marketing material

- 6.1. The Client will not manufacture, distribute, issue, publish, circulate or otherwise make use of any marketing materials using the Organiser's branding without the prior written approval of the Organiser. In the event that at any time any Client Materials fail to conform to any approved representative sample, artwork or other submission, the client shall forthwith, upon realising the error or else upon notice from the Organiser (and without prejudice to any other rights or remedies the Organiser may have in respect of the same), withdraw any and all such Client Materials from circulation as soon as practicable.
- 6.2. The Organiser will provide the Client with marketing materials to promote and advertise the Event. The Client is granted a non-exclusive, royalty-free licence to use these materials solely for promotional purposes during the Term of this Agreement.
- 6.3. The Organiser's logos, branding, and all associated materials are the exclusive property of the Organiser, protected as trademarks and intellectual property. The Client may not use these logos or branding materials without the prior written permission of the Organiser

7. Limitation of liability

- 7.1. Organiser shall not be liable for loss of business, profits, goodwill, damage to goods, loss of contract, or any other loss occasioned by cancellation save as is provided by law.

Organiser's total liability in tort, contract, or any other legal remedy shall not extend beyond the value of the booking fee.

- 7.2. If the Organiser cancels the Awards or must transfer the Event from a live to a digital event, then it will refund any booking fees paid.
- 7.3. The Organiser will use its best endeavours to ensure the Event takes place on the date and at the venue stated on this website. However, in the event that the Event cannot take place on the date or at the venue stated, Organiser reserves the right to move the Event to another venue or changes the date without liability and obligation to refund booking fees. All bookings will be transferred to the new venue and/ or dates. The Organiser shall have 48 hours from the date of change of venue or date to notify the Client.
- 7.4. The Organiser transfers no rights or obligations to the Client other than the right to attend the awards event. The Organiser will not be liable for any delay, omission or failure that results from the event that is caused by factors beyond its reasonable control.

8. Force Majeure

- 8.1. The Organiser shall not be liable for loss or damage due to delay in the performance of this agreement resulting from any cause beyond the Organiser direct control or due to compliance with any regulations, orders, acts, instructions, or priority requests of any government authority, acts of God, acts or omissions of the Client, fires, floods, epidemics, pandemics weather, strikes, business shutdowns, embargoes, wars, threats or acts of terrorism, riots, national or regional lockdowns, delays in transportation, delay in receiving services or materials from the Organiser usual sources, or failure of the hotel(s) to timely deliver the necessary premises and/or services to accommodate the Event.

9. VAT

- 9.1. All charges in this agreement, on this website or elsewhere relied upon by the purchaser are exclusive of VAT unless expressly stated otherwise. The customer agrees to pay the VAT due on the furnishing of a correct invoice for the goods and services supplied.

10. Photography and filming at the event

- 10.1. For the purpose of promoting and marketing the Event there is filming and photography at the awards.
 - 10.1.1. The Organiser reserves the right to film and photographs the awards and use the footage and photographs in our publication.
 - 10.1.2. Organiser reserves the right to grant permission third parties to use the film and photographs
 - 10.1.3. By booking the Client consents to being filmed and photographed during the Event.
 - 10.1.4. It is the responsibility of the Client to communicate to its table guests that there will be filming and photography and seek the required consents
 - 10.1.5. The Organiser has no obligation to photograph or film the Client and its guests.
 - 10.1.6. The Organiser has no obligation to provide copies of the photographs and video footage of the Client and it's guests.

11. Assignment and other dealings

- 11.1. The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 11.2. The Organiser may assign or transfer any or all of its rights and obligations under this Agreement to any of its Affiliates.

12. Confidentiality

- 12.1. The terms and conditions of this agreement and confidential.
- 12.2. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause.
- 12.3. Each Party may disclose the other Party's Confidential Information:
 - 12.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause; and
 - 12.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.
- 12.4. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

13. Announcements

- 13.1. The Client shall not make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the Organiser (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. Entire agreement

- 14.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

15. Costs

- 15.1. Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

16. Variation

- 16.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Waiver

- 17.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

- 18.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

- 19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 19.2. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 26 shall not affect the validity and enforceability of the rest of this Agreement.
- 19.3. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Third party rights

- 20.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. Anti-Bribery

- 21.1. The Client shall:
 - 21.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - 21.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 21.1.3. comply with the Organiser's anti-bribery and anti-corruption policies (available to the Client on request) and the Organiser may update them from time to time ("Relevant Policies");
 - 21.1.4. promptly report to the Organiser any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement;
 - 21.1.5. ensure that all persons associated with the Client or other persons who are performing services in connection with this Agreement comply with this clause 12.1; and
 - 21.1.6. within 2 months of the date of this Agreement, and annually thereafter, certify to the Organiser in writing, its compliance with this clause 12.1. The Client shall provide such supporting evidence of compliance as the Organiser may reasonably request.
- 21.2. Failure to comply with clause 12.1 may result in the immediate termination of this Agreement.

22. Governing law

- 22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the English law.

23. Jurisdiction

- 23.1. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).