

Sponsorship Terms and Conditions

- The sponsorship package will be fully confirmed on receipt of a Purchase Order/on payment of any deposits due.
- Any invoices issued to you must be paid before the event.
- The invoicing schedule is subject to credit status and CPI reserves the right to change the schedule, or payment terms, confirming any changes by email. All other Terms and Conditions remain unchanged.
- Pricing is exclusive of VAT and any other applicable taxes.
- Any delivery, shipping and/or customs charges not included in the quotation above will incur an additional charge. CPI will notify you by email if this is the case.
- The price and schedule are based upon the information that has been provided to CPI and as such they may be subject to amendment should additional information become available
- Any additional activities not agreed in this quotation will incur an additional charge; CPI will contact you via email if this is the case.

Special Terms and Conditions

Precedence of Terms & Interpretation

1. In the event there is a conflict between these terms (known as the Special Terms and Conditions) and the general Terms and Conditions of Room and/or Table Hire below (the General Terms), these Special Terms and Conditions shall take precedence.
2. Defined terms used within the General Terms shall have the same meaning and interpretation where used within these Special Terms and Conditions.

Use of Your Logo

3. Where it is agreed by Us (in our discretion) to include Your name and/or logo on any advertising materials or on an online page in connection with Our event, you must provide your name and/or logo in advance of any deadline notified by Us to You.
4. The provision by You of your name and/or logo shall constitute your permission for Us to use such in connection with any marketing materials produced by Us for the event, providing such shall not confer any additional rights.
5. By providing Your name and/or logo you confirm that you have full ownership rights and ability to give permission to Us to use such and that You shall further indemnify us against any third party claims should any arise concerning any alleged infringement or unauthorised use of the name and/or logo provided by You.

Event Materials & Announcements

6. It is acknowledged that any marketing materials produced by Us shall remain our sole and exclusive property.
7. Any materials, property, signs or posters brought with You for use at the event must comply with all applicable laws and the highest standards of business ethics, must not be offensive or derogatory in nature and must not bring the event into disrepute. We reserve the right to ask you to remove any materials, property, signs or posters on the day of the event.
8. You shall not make any public statement or announcement concerning Us or the event without first obtaining prior approval from Us.

Terms and Conditions for Room and/or Table Hire at 1 Union Square, Darlington and/or The Neville Hamlin Building, Sedgefield and/or Medicines Manufacturing Innovation Centre, Glasgow : Conference, Functions & Related Events

1. In these terms and conditions, "you" and "your" refers to the person who confirms the booking of the space hired, and who is ultimately responsible for the payment of all charges incurred.
2. You are hiring from CPI Innovation Services Limited (Company number **05735040**) ("CPIIS", "we", "us") the room(s) in the building set out in the Quotation to which these terms & conditions are attached, which will be either The Neville Hamlin Building, Thomas Wright Way, NETPark, Sedgefield, TS21 3FG , 1 Union Square, Darlington, DL1 1GL or Medicines Manufacturing Innovation Centre, 1 Netherton

Square, Paisley, Glasgow, PA3 2EF ("CPIIS Premises") which CPIIS will give you a licence to use on the dates and during the hours specified, in return for payment of the specified price.

3. All bookings are provisional, and the facilities CPIIS Premises are reserved are subject to re-hire without prior notification until CPIIS has received the following:
 - a. written confirmation of the details of the booking;
 - b. payment of any deposit (if stated in the quotation); and
 - c. a satisfactory purchase order that has been accepted by CPIIS.

Confirmation of a booking this way shall indicate your acceptance of these terms and conditions. This must be received Prior to the Event.

4. The written confirmation you provide in accordance with Condition 3 must include an estimate of the maximum number of guests/facilities which may not be exceeded without CPIIS' prior agreement. The facilities booked and the minimum charge for the booking will be based upon these details.

5. No less than 30 days prior to the event, you must contact CPIIS to provide final numbers of guests and menu choices (in the event that you require food). Once confirmed you may not increase the numbers of guests at an event without CPIIS's prior agreement.

6. You will have exclusive use of the space/table that you have booked on the date(s) and during the hours specified, subject always to any access required by CPIIS for emergency reasons. Other clients and staff of CPIIS may be using other associated facilities at the CPIIS Building throughout or for part of the duration of your event, and you are requested to treat them with consideration in your use of the space hired, as they will equally treat your attendees with consideration. Where the space relates to table hire at an event it shall be at our discretion where the table is situated.

7. The CPIIS Premises is a high quality, modern building and, in the case of some facilities, may be a BREEAM registered building. You are responsible for, and hereby hold us harmless against, the cost of making good any damage to any fixtures, fittings, furniture, buildings, outside areas caused by you, your guests or by any persons employed or engaged on your behalf. Nothing may be affixed by any means to the walls anywhere within the facility without the prior permission of CPIIS.

8. You are advised that CPIIS will take whatever action it considers necessary to protect its property, contents, employees and/or agents, if it considers that they are likely to be harmed in any way by the action of you, your guests or by any persons employed or engaged on your behalf which may include but is not limited to withdrawing permission for any such individuals to be within CPIIS Premises, and taking steps to remove such individuals from CPIIS's Premises, any associated premises and any other CPIIS location. It is emphasised that CPIIS will not accept any liability for any loss or damage of any sort that you may suffer under these circumstances.

9. Prices are based on the use of the facility between the hours of 08:30 and 17:00 Monday to Friday or where the hire relates to table hire at an organised CPI event, during the hours of the event. Any access time required outside of this time zone will result in an additional charge to the final price under Condition 12, calculated on timing and extra staff resources required to deliver the services required.

10. Prices quoted will be subject to the addition of VAT at the current rate, but may be subject to alteration with prior notice.

11. You must pay the total price as stated in the quotation plus VAT to CPIIS no later than 30 days after being issued with an invoice (unless otherwise stated in the quotation).

12. Should you make any changes to the booking, CPIIS reserves the right to amend the rates and/or facilities offered to reflect those changes without your prior approval. In the event that the number of guests that attend your event exceed the number of guests confirmed under Condition 5 or your event overruns, CPIIS will issue an invoice for the additional number of guests and/or any additional charges for excess hours after your event. This payment is due within 30 calendar days of the date of invoice.

13. Subject to Condition 15 in the event of cancellation you must notify CPIIS in writing as soon as possible and the applicable cancellation charges will apply. Cancellation charges are calculated against the quoted rates for the estimated number of guests and apply to the estimated total cost of the booking and are as follows:

- a. For cancellations received with more than 6 months' notice – 10% of the bill based on the estimated number of guests
- b. For cancellations received with between 6 months' and 3 months' notice - 25% of the bill based on the estimated number of guests
- c. For cancellations received with between 3 months' and 1 months' notice - 50% of the bill based on the estimated number of guests
- d. For cancellations received with less than one month's notice - 100% of the bill based on the estimated number of guests

14. In the event that we are able to rehire the space you have cancelled at the relevant time and date to another client, we will only retain 10% of the price paid to cover our admin costs, we will refund the balance of your payment, and we will not invoice you for any additional cancellation charges as set out in Condition 13.

15. CPIIS will not be liable to you in the event of it cancelling any bookings or for any failure to make the space hired available due to force majeure factors beyond its reasonable control including but not limited to: flood, fire, extreme weather conditions, failure of utility services, strikes, shortages of labour supplies, terrorism, war or event of civil disobedience.

16. No form of advertisement, public or otherwise, using the name, logo and contact details for CPIIS may be exhibited or published without prior knowledge and written consent of CPIIS's marketing department.

17. Neither party excludes nor limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982).

18. Subject to Condition 17 above, CPIIS's total liability to you in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our agreement shall be limited to a maximum of the total price actually paid by you in respect of the hire of CPIIS Premises under this agreement on that occasion.

19. Subject to Conditions 17 and 18 above, CPIIS shall not be liable to you for any:

- a. loss of profit, (whether direct or indirect); and/or
- b. loss of business; and/or
- c. loss of business opportunity; and/or
- d. depletion of good-will; and/or
- e. loss or corruption of data, or the costs and consequences of any data restoration; and/or
- f. additional venue hire costs; and/or costs, expenses or other claims for any type of special, indirect or consequential loss or compensation (including loss or damage suffered as a result of an action brought by a third party); whatsoever and howsoever caused which arises out of or in connection with our agreement, even if such loss was reasonably foreseeable or CPIIS had been advised of the possibility of you incurring the same.

20. It is a requirement of CPIIS's insurers that you have in a place a valid policy of public liability insurance to cover any involvement, use or occupation at an event, evidence of which you must provide to us at least 14 days before the event. Failure to provide to us evidence of such valid insurance shall permit CPIIS to terminate this agreement without liability to you, and such termination shall be deemed under Condition 13 above as a cancellation received with less than one month's notice.

21. Each party undertakes to keep secret and maintain confidential any confidential information concerning the business, affairs, customers, clients or suppliers of the other party acquired as a result of the arrangements set out in this agreement, and use confidential information of the other party only in connection with the provisions of this agreement. Each party will procure that it shall be responsible to ensure that all of its staff, contractors and representatives adhere to the provisions of this Condition.

22. Each party may disclose the other party's confidential information to its employees, officers, representatives, subcontractors or advisers on a 'need to know basis' for the purposes of performing this agreement; and as may be required by any applicable rule of law or other governmental or regulatory body of the United Kingdom or other competent jurisdiction. Neither party shall use the other party's confidential information for any purposes other than to carry out its obligations under this agreement.

23. You are obliged to comply with all applicable laws, statutes, regulations and codes from time to time in force relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

24. Both parties will comply with all applicable requirements of the Data Protection Act 2018 and the General Data Protection Regulation in relation to our agreement/or these terms and conditions.

25. If any wording in any provision of our agreement/or of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such wording shall be deemed removed from the relevant provision, and the invalidity or unenforceability of such wording shall not affect the remainder of that provision, nor the remainder these terms and conditions and the remaining wording of such provision and all other provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

26. Any dispute between us shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English courts.