

Subsea UK Sponsorship Terms & Conditions

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Sponsorship Booking Form: the Sponsorship Booking Form completed by Subsea UK and the Sponsor.

Conditions: these terms and conditions.

Contract: the contract between Subsea UK and the Sponsor, comprising the Sponsorship Booking Form and these Conditions, formed in accordance with clause 2.

Subsea UK: registered in Scotland with company number SC266233, whose registered office is at 30 Abercrombie Court, Westhill, Aberdeen, AB32 6FE

Event: the event specified in the Sponsorship Booking Form.

Member: a fully paid-up member of Subsea UK.

Privacy Policy: the policies (Privacy Policy and Data Protection Policy) covering Subsea UK use of personal data which can be viewed at www.subseauk.com/9367/privacy-policy

Representative: an individual employed by the Sponsor who may attend the Event on behalf of the Sponsor.

Sponsor: the company specified in the Sponsorship Booking Form.

Sponsorship Amount: the amount payable by the Sponsor to Subsea UK, as set out in the Sponsorship Booking Form.

Sponsorship Benefits: the benefits available to the Sponsor set out in the Sponsorship Booking Form.

1.2 In these Conditions, the following rules of interpretation apply:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender; and

(b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Basis of Contract

2.1 The signed Sponsorship Booking Form is an offer by the Sponsor in accordance with these Conditions and does not constitute a contract between Subsea UK and the Sponsor.

2.2 The Contract between Subsea UK and the Sponsor shall only be formed when Subsea UK confirms acceptance of the Sponsorship Booking Form in writing.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Sponsor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Sponsor warrants that the person submitting and signing the Sponsorship Booking Form is fully authorised to enter into the Contract on behalf of the Sponsor.

3. Sponsorship Amount and Payment

3.1 The Sponsor shall pay the Sponsorship Amount within 30 days of receipt of an invoice from Subsea UK. Subsea UK shall issue an invoice for the Sponsorship Amount on the date of the Contract.

3.2 The Sponsorship Amount is exclusive of any VAT that may be or become payable at the applicable rate.

3.3 The Sponsor must pay the Sponsorship Amount in cleared funds prior to the Event.

3.4 No deductions may be made from, nor purported right of set-off exercised in relation to the Sponsorship Amount.

4. Sponsors' Obligations

4.1 The Sponsor shall not exercise or use the Sponsorship Benefits in any way which, in the reasonable opinion of Subsea UK, is prejudicial to the image or reputation of Subsea UK or the Event.

4.2 The Sponsor shall:

- (a) in consultation with Subsea UK, publicise and promote the Event in such manner as the Sponsor thinks fit in the course of exercising the Sponsorship Benefits; and
- (b) cooperate with Subsea UK in any promotion possibilities for the marketing exposure of the Event.

4.3 The Sponsor shall ensure that all of its materials and products promoted, published, distributed or sold and which are associated with the Event are safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force. The Sponsor shall provide all such materials and products to Subsea UK in advance for prior approval.

4.4 The Sponsor shall be fully responsible for the delivery of its materials and products to the Event.

4.5 The Sponsor shall be fully responsible for obtaining any permits, visas or other authorisations required for its Representatives to attend the Event and for ensuring that these are valid and up to date. Subsea UK shall not be responsible for any losses suffered by the Sponsor as a result of the failure to obtain any such permits, visas or other authorisations or their withdrawal.

4.6 The Sponsor shall procure that each Representative adheres to all rules, procedures

and policies that are notified to the Sponsor or the Representative and shall comply with all reasonable and lawful instructions given by any employee, officer or representative of Subsea UK or the Event organiser or host (if not Subsea UK).

- 4.7 Unless expressly agreed as part of the Sponsorship Benefits, the Sponsor shall procure that its Representatives do not use any photographic equipment, mobile or other device to record or transmit any data, images or presentations given at the Event without prior written permission from Subsea UK.
- 4.8 Subsea UK may refuse entry to, or expel from the Event, any Sponsor and/or Representative whose conduct breaches, or (in Subsea UK's sole discretion) is likely to breach, clause 4.6 or whose conduct prejudices the proper and safe running of the Event or the enjoyment of the Event by other attendees. If this occurs, Subsea UK shall not refund any Sponsorship Amount to the Sponsor.
- 4.9 The Sponsor shall indemnify and keep indemnified Subsea UK (and any third parties including any other attendees) against any claims, losses, damages, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from or arising from any breach of this clause 4.

5. **Event**

- 5.1 Subsea UK reserves the right to make changes to the published programme of the Event but not limited to, changes to the number of stands, timings, speakers or venue) at any time and does not guarantee the quality or content of the Event or the number of other sponsors (unless the Sponsor is the sole sponsor of the Event) attendees.
- 5.2 The views and opinions expressed by any speaker, sponsor, exhibitor or attendee at the Event are their own. Subsea UK shall not be responsible for any advice given or view expressed by any speaker, exhibitor or attendee at the Event.
- 5.3 Subsea UK has the right to cancel the Event due to circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include insufficient numbers of bookings by exhibitors or attendees). In such circumstances, if the Event is rescheduled the Sponsor may attend the rescheduled Event. For the avoidance of doubt, the Sponsor shall not be entitled to a refund of Sponsorship Amount or any other expenses if it cannot attend the rescheduled Event. If the Event is not rescheduled, Subsea UK shall refund to the Sponsor any Sponsorship Amount paid in respect of the cancelled Event. For the avoidance of doubt, any refund shall be limited to the Sponsorship Amount, and shall not include any travel, accommodation or other expenses (such as shipping or transport) incurred by the Sponsor in connection with the Event.
- 5.4 If Subsea UK cancels the Event other than pursuant to clause 5.3, Subsea UK shall refund a reasonable proportion of the Sponsorship Amount to the Sponsor, except that Subsea UK shall not refund Sponsorship Amount to the extent that Subsea UK has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Sponsor's attendance at the Event.

6. **Event Materials**

6.1 All intellectual property rights in and to any materials produced for the Event, excluding the Sponsor Materials, shall vest in or be assigned to Subsea UK.

7. **Liability**

7.1 Nothing in the Contract limits or excludes Subsea UK's liability for:

- (a) personal injury or death as a result of Subsea UK's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot by law be limited or excluded.

7.2 Subject to clause 7.1 Subsea UK shall not be liable for

- (a) loss of or damage to any property belonging to the Sponsor or which may be sustained during or become apparent as a result of attendance at the Event;
- (b) direct loss of profits or revenue;
- (c) direct loss of anticipated profits or revenue;
- (d) direct loss of contracts;
- (e) direct loss of savings or anticipated savings;
- (f) any costs or expenses incurred by the Sponsor or its Representatives in connection with the cancellation or rescheduling of an Event; or
- (g) any indirect or consequential loss.

7.3 Subject to clause 7.1, Subsea UK's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising, out of or in connection with this Contract, shall be limited to the greater of a sum equal to the Sponsorship Amount paid under this Contract and £10,000. Any sums refunded to the Sponsor shall not exceed Subsea UK's maximum liability pursuant to this clause 7.3.

7.4 Subsea UK 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 Event.

8. **Travel and Freight Arrangements**

8.1 Subsea UK may recommend travel or freight agents or accommodation. Sponsors follow these recommendations at their own risk, and Subsea UK shall not accept any liability whatsoever for any loss suffered by Sponsors or their Representatives as a result of following such recommendations.

8.2 Subsea UK recommends that Sponsors make flexible travel and accommodation arrangements. If an Event is rescheduled, Subsea UK shall not be responsible for the cost of cancelled arrangements.

9. **Export Control**

9.1 The Sponsor shall be entirely responsible for obtaining and complying with the terms of any licences required under applicable law for the export and import of equipment, software, technology or materials used, required or displayed at Events.

9.2 The Sponsor shall indemnify and keep indemnified Subsea UK (and any third parties including the Event organiser or host and other attendees) against any claims, losses, damages, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from or arising from any breach of this clause 9.

10. **Publicity**

10.1 Subsea UK may use information provided by the Sponsor in publicity and sales materials prior to the Event. Subsea UK is not responsible for any translation of the information provided by the Sponsor, and the Sponsor is advised to check the accuracy of any translation.

10.2 Subsea UK may use photographs or quotes taken at Events in publicity and marketing materials, including on the Subsea UK website at www.the-Subsea UK.com. The Sponsor shall inform each Representative that if the Representative does not wish to be included in any photographs, the Representative must notify Subsea UK staff prior to the photographs being taken.

11. **Termination**

11.1 Subsea UK has the right to terminate the Contract with immediate effect by giving written notice to the Sponsor if the Sponsor fails to pay any monies due to Subsea UK (including membership fees), whether under this Contract or otherwise.

11.2 If the Contract is terminated by Subsea UK under clause 11.1, the Sponsor shall not be entitled to a refund of any Sponsorship Amount paid.

11.3 The Sponsor has the right to terminate the Contract at will with immediate effect by giving written notice to Subsea UK, provided that it has paid the Sponsorship Amount to Subsea UK in cleared funds. If the Sponsor terminates the Contract under this clause 11.3 and the date of cancellation is:

- (a) more than four months prior to the Event, Subsea UK shall refund 75% of the Sponsorship Amount;
- (b) between two months and four months prior to the Event, Subsea UK shall refund 50% of the Sponsorship Amount; or
- (c) less than two months prior to the Event, Subsea UK shall not refund any of the Sponsorship Amount.

Any refund by Subsea UK shall be paid within 60 days of termination of the Contract.

11.4 Either party has the right to terminate the Contract immediately by notice in writing if the other party:

- (a) is in material breach of any term of the Contract which would reasonably be regarded as serious. If such a breach is capable of being remedied so that it would no longer be a breach, the right to terminate only exists if the party at fault fails to take steps to remedy the breach within 30 days of notice from the

innocent party; and

(b) becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).

11.5 The Contract will automatically terminate once the Event has taken place (or if the Contract is for a series of Events, once the last Event has taken place).

11.6 Termination or expiry of the Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.9, 6.1, 7, 10, 11 and 14 shall survive termination or expiry of the Contract.

12. **Force Majeure**

12.1 Neither party shall be liable for any failure to perform, or delay in performance of, any of its obligations under the Contract which is caused by acts, events, omissions or non-events outside its reasonable control (these are commonly known as "**Force Majeure Events**").

12.2 Force Majeure Events include, amongst others, interruptions in power supply, severe weather conditions, fire, flood, storm, earthquake, volcanic eruption, epidemic, pandemic, war, acts of terrorism, riots, uprisings, strikes and restrictions in obtaining materials and labour.

13. **Insurance**

13.1 The Sponsor shall ensure that it and its Representatives are fully insured against accident, injury, loss or damage of any nature including for employers' liability, product liability and public liability. The Sponsor shall comply with any reasonable requirements of Subsea UK, the Event organiser or host and applicable law in this regard.

14. **Data Protection**

14.1 Subsea UK may require personal information (including contact details and dietary and health information) about Representatives during the booking process to ensure that the requirements of Representatives are met at the Event. This information shall be collected and used in accordance with Subsea UK's Privacy Policy.

14.2 The information which the Sponsor or Representatives supply to Subsea UK may be used for publication (where the Sponsor or Representative provides details for inclusion in Subsea UK's directories, catalogues or Sponsor lists and on Subsea UK's website) and to provide the Sponsor with information about similar events.

14.3 The Sponsor shall procure permission from each Representative for Subsea UK to collect and process personal information relating to each Sponsor in accordance with this clause 14 and Subsea UK's Privacy Policy.

14.4 The Sponsor acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by the Sponsor over the

internet is at its own risk.

- 14.5 The Sponsor shall indemnify, and keep indemnified, Subsea UK against all costs, expenses, damages, loss, liabilities, demands, claims, fines, actions or proceedings which Subsea UK may suffer or incur arising out of the breach of this clause 14.

15. **General**

- 15.1 The Contract sets out the entire agreement and understanding between the parties in respect of the Event and supersedes any prior agreements, arrangements, representations or understandings (whether oral or written) between the parties in relation to the Event. Each party has entered into the Contract in reliance only on the terms specifically contained in the Contract, and except where stated in the Contract, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the Contract.
- 15.2 Any notice to a party under the Contract shall be in writing signed by or on behalf of the party giving it and shall be sent by prepaid first class post to the receiving party's address as set out in the Sponsorship Booking Form (the Sponsor) and page one of these Conditions (Subsea UK) or by email to the relevant Subsea UK office. If a notice is given in accordance with this clause, it shall be deemed to have been received by email, at the time of sending or, if the email is sent after 5pm or on a day other than a business day, at 9am on the following business day.
- 15.3 The Contract shall not be assigned or transferred in whole or in part by the Sponsor without the prior written consent of Subsea UK.
- 15.4 If Subsea UK fails to enforce a right under the Contract, that failure shall not prevent Subsea UK from enforcing other rights, or the same type of right on a later occasion.
- 15.5 If a court or other authority decides that any provision of the Contract is not valid, or any such provision becomes illegal and unenforceable, the rest of the provisions of the Contract will not be affected.
- 15.6 No purported variation of the Contract shall be effective unless it has been recorded in writing and signed on behalf of each of the parties by their authorised representatives.
- 15.7 No term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it (including, but not limited to, the Representatives).
- 15.8 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation shall be governed by Scottish law. The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation.