

## STANDARD TERMS & CONDITIONS

### Terms and conditions

1. By placing an order for goods or services with the British Automatic Fire Sprinkler Association Ltd or the European Fire Sprinkler network ('BAFSA/EFSN'), either directly or through their Agents, you as the client (the customer) are deemed to consent to all terms and conditions set out below. If you have any questions regarding the terms and conditions, you should contact BAFSA/EFSN.

1.2 B BAFSA/EFSN reserves the right at all times to vary, change, alter, amend, add to or remove any of these terms and conditions.

1.3 These terms and conditions were reviewed and published on 15 February 2022.

### 2 General

2 These terms & conditions of use shall be construed and interpreted in accordance with English law. The courts of England shall, subject as set out in clause 6.6, have exclusive jurisdiction in relation to any claim, dispute or other matters arising therefrom.

2.1 The contract to which these terms relate is subject to the laws of England and any dispute or action shall lie solely in the jurisdictions of the English courts.

2.2 If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions which shall continue to have full force and effect.

2.3 The failure by BAFSA/EFSN to exercise any right or remedy under these terms and conditions shall not constitute a waiver of that right or remedy.

### BAFSA/EFSN Standard Terms and conditions

#### 1 Definitions

1.1 "The Customer" shall mean the recipient of goods or services from BAFSA/EFSN.

1.2 "BAFSA/EFSN" shall mean the supplier of the goods or services.

1.3 "Confidential information" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

1.4 "Activity" shall mean any advertising, sponsorship, exhibition space and conference booking or any other such service offered by BAFSA/EFSN for the Customer.

#### 2. Applicability of Clauses 9 to 15

2.1 Individually these clauses only apply if the specific action described in section (a), applies to the contract.

#### 3. Conditions

3.1 These conditions shall form the basis of the contract between the Customer and BAFSA/EFSN, notwithstanding anything to the contrary in the Customer's standard conditions or in any purchase order or any other document issued or sent by the Customer. These conditions shall apply except insofar as expressly agreed in writing by both parties. No servant or agent of the Customer has power to vary these conditions orally. If the Customer has not previously accepted these conditions, then acceptance of delivery by the Customer shall constitute such acceptance. These general conditions might be subject to such further special conditions as may be prescribed in writing by BAFSA/EFSN. In the event of any conflict, or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail.

3.2 No provision of the contract is intended to or will confer any benefit pursuant to the Contract (Rights of Third Parties) Act 1999 or be enforceable by any person who is not a party to this contract.

#### 4. Prices

4.1 VAT (or any similar tax) at the prevailing rate as at the date of the invoice, where applicable, shall be identified as a separate item of account failing which the price shall be deemed to include VAT (or any similar tax).

## **5. Payment**

5.1 BAFSA/EFSN shall be entitled to invoice the Customer upon delivery of goods or services. In the case of advertising space, exhibition stand space and/or sponsorship, payment shall be made by the Customer strictly within 28 days from date of invoice and in any case not less than 28 days before the date of the event or publication date.

## **6. Guarantee**

6.1 The Customer accepts that all goods and services supplied by BAFSA/EFSN are supplied as is. BAFSA/EFSN does not warrant that they shall be fit for any particular purpose.

## **7. Cancellation policy**

7.1 If the customer cancels an order before the stated print date or the commencement date of the event, BAFSA/EFSN will charge the following of the overall booked price, exclusive of VAT:

0-7 days - 100%

7-14 days - 50%

14-28 days – 25%

## **8. Supply of creative material, images and logos**

In the event of the Customer supplying creative images or logos:

8.1 The Customer shall supply all creative material, images or logos to BAFSA/EFSN or its Agents by the date stipulated by BAFSA/EFSN where BAFSA/EFSN has agreed to the provision of services requiring creative material, images or logos unless otherwise stipulated in writing and agreed by both parties.

8.1.1 BAFSA/EFSN reserves the right to refuse to accept, or to request amendment of, any creative material, image or logo without stating any reason beyond the fact that the creative material, image or logo does not, in the sole opinion of BAFSA/EFSN, comply with the BAFSA/EFSN advertising policy or does not adhere to the specifications provided by BAFSA/EFSN to the Customer relating to the service being provided.

8.1.2 BAFSA/EFSN will not be liable for any cost incurred by the Customer for any creative material, images or logos which are not used as a result of clause 8.1.1.

8.2 If the delivery of creative material, images or logos by the Customer is delayed or suspended BAFSA/EFSN reserves the right to charge, either in-full or in-part, for all services which would have been provided to the Customer.

## **9. Supply of printed materials**

In the event of the Customer supplying printed materials:

9.1 The Customer shall supply all printed materials to BAFSA/EFSN by the stipulated date where BAFSA/EFSN has agreed to the provision of services requiring printed materials unless otherwise stipulated in writing and agreed by both parties.

9.1.2 BAFSA/EFSN reserves the right to refuse to accept, or to request amendment of, any printed materials without stating any reason beyond the fact that the printed material does not, in the sole opinion of BAFSA/EFSN, comply with the BAFSA/EFSN advertising policy or does not adhere to the specifications provided by BAFSA/EFSN to the Customer relating to the service being provided.

9.1.3 BAFSA/EFSN will not be liable for any cost incurred by the Customer for any printed materials which are not used as a result of Clause 10.1.2.

9.2 If the delivery of printed materials by the Customer is delayed or suspended BAFSA/EFSN reserves the right to charge, either in-full or in-part, for all services which would have been provided to the Customer.

## **10. Confidentiality**

10.1 Both parties (and their staff, agents or sub-contractors) to the contract undertake, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential with the same degree of care that they employ with regard to their own confidential information of a like nature and in any event in accordance with best current commercial security practices. Such confidential information shall not be disclosed by the receiving party to others for any purpose without the prior written consent of the disclosing party.

10.2 The provisions in Clause 14.1 shall not extend to any confidential information which:

10.2.1 Is required to be disclosed by law.

## **11. Termination**

If either party shall be in material breach or non-observance of any of its obligations under the contract, the non-offending party shall be entitled to give the offending party notice in writing to forthwith remedy such breach or non-observance.

11.1 If the offending party shall fail to comply with such notice within 30 calendar days of its receipt the non-offending party shall be entitled forthwith to give written notice terminating the contract with immediate effect.

11.2 If either party shall become bankrupt or insolvent, or have a receiving order made against it, or compound with its creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, then either party shall be at liberty either:

11.2.1 to terminate the contract forthwith by notice in writing to the other party, or to the receiver or liquidator, or to any person in whom the contract may become vested; or

11.2.2 to give such receiver, liquidator or other person the option of carrying out the contract subject to it providing a guarantee for the due and faithful performance of the contract.

## **12. Indemnity**

12.1 Both parties shall keep the other party fully and effectively indemnified against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid as a result of or in connection with any claims for infringement of any intellectual property rights by reason of the use or sale of the goods supplied or services provided and against all costs and damages which either party may incur in any action for such infringement or for which either party may become liable in such action.

## **13. Limitation of liability**

13.1 Nothing in these conditions shall exclude or restrict the liability of either party to the other for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any breach of any obligations implied by Section 12 of the Sale of Goods Act, 1979 or Section 2 of the Supply of Goods and Services Act, 1982.

13.2 Subject to Clause 13.1:

13.2.1 The liability of BAFSA/EFSN shall in no event exceed the value of the contract.

13.2.2 In no event shall either party be liable to the other for any indirect or consequential loss or whether for loss of profits, loss of business, revenue, depletion of goodwill or anticipated savings, howsoever caused, whether or not such losses were foreseeable at the time of entering into this contract. For the purposes of this Clause, the term 'loss' includes a partial loss or reduction in value as well as a complete or total loss.

13.2.3 BAFSA/EFSN will not be liable for any unforeseen rendering of electronic or printed materials which results in electronic or printed materials provided by the Customer to appear not as originally intended by the Customer.

13.2.4 BAFSA/EFSN will not be liable for the performance of an activity.

## **14. Force majeure**

14.1 If the delivery of the contract by BAFSA/EFSN is delayed or prevented because of circumstances beyond the control of BAFSA/EFSN the contract shall be suspended.

14.2 If the goods or services cannot be delivered within a reasonable time after the due date, the contract may be terminated by either party by giving a notice in writing to the other party.

## **15. Law**

15.1 This contract and all matters arising from it and any arbitration proceedings shall be governed by and construed in accordance with English law.

15.2 All disputes between the parties shall be resolved by arbitration by an arbitrator to be agreed by the parties, or, in default of agreement, to be appointed by the President of the Chartered Institute of Arbitrators.

15.3 If any of the provisions in the above conditions is held to be unlawful, void or unenforceable, in whole or in part, by any competent authority, the provision shall, to the extent required, be severed from the contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect in any other circumstances the validity or enforcement of this Contract.

## 16. Cancellation policy with regards to COVID 19

- 1) If the UK government introduces restrictions which prevent travel to the UK and/or caps numbers present, the event cannot go ahead. BAFSA/EFSN will cancel and refund.
- 2) If other governments restrict travel to their country from the UK BAFSA / EFSN will not refund.
- 3) If the venue decides to cancel, BAFSA/EFSN will cancel the event and refund.
- 4) If an individual is unable to attend due to COVID-19 or company policy our general conditions **7. Cancellation policy** will apply.

Issued jointly by BAFSA and EFSN

February 2022

