

**TERMS FOR EXHIBITORS OF INNOVATE VIRTUAL TRADE SHOW
25 – 29 OCTOBER 2021**



CONTENTS

CLAUSE

1.	About us	1
2.	Our contract with you.....	1
3.	Placing an order and its acceptance	1
4.	Our services.....	2
5.	Your obligations	3
6.	Charges	4
7.	How to pay.....	4
8.	Intellectual property rights.....	4
9.	How we may use your personal information.....	5
10.	Personal Data of Attendees: Standard Clauses	5
11.	Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.	6
12.	Confidentiality	7
13.	Termination, consequences of termination and survival	8
14.	Events outside our control	8
15.	Non-solicitation	9
16.	Communications between us.....	9
17.	General	10

AGREED TERMS

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. ABOUT US

1.1 **Company details.** World Textile Information Network Limited (company number 05566454) (**we** and **us**) is a company registered in England and Wales and our registered office is at Carlton House, Grammar School Street, Bradford, BD1 4NS. Our main trading address is 1803 Pinnacle, Albions Street, Leeds, LS1 5AA. Our VAT number is GB119250824. We operate the website <https://www.wtin.com>.

1.2 **Contacting us.** To contact us, telephone our customer support team at +44 (0)113 819 8155 or email us at itaexhibitors@wtin.com. How to give us formal notice of any matter under the Contract is set out in clause 16.2.

2. OUR CONTRACT WITH YOU

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. PLACING AN ORDER AND ITS ACCEPTANCE

3.1 **Placing your order.** Please follow the onscreen prompts at <https://innovate.wtin.com/exhibitor-register> to place your order. You may only submit an order using the method set out on the website. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it(**Order Confirmation**). This order confirmation will also contain an invoice. At this point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

4. **OUR SERVICES**

4.1 **Types of services available.** The sorts of services made available via our website are those relating to hosting a virtual trade show, including the hosting of virtual booths and ancillary services such as advertising and sponsorship.

4.2 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

4.3 **Compliance with specification.** Subject to our right to amend the specification (see clause 4.4) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

4.4 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

4.5 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

4.6 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are

estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

5. YOUR OBLIGATIONS

5.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services;
- (c) you and anyone accessing the Services on your behalf (including your employees, agents, consultants and subcontractors) comply with the House Rules for the event, any breach of which will be determined at our absolute discretion;
- (d) you comply with any applicable Exhibitor's Responsibilities document referred to when placing your Order, any breach of which will be determined at our absolute discretion;
- (e) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, maintained until after the provision of the Services end, including (without limitation) any relevant intellectual property licences;
- (g) you comply with all applicable laws, including health and safety laws and data protection laws;
- (h) you will (and at your own expense you will use all reasonable endeavours to procure that any necessary third party will) promptly execute and deliver such documents and perform such acts as we may reasonably require for the purpose of giving full effect to the Contract.

5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 13 (Termination);

- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to indemnify us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6. CHARGES

- 6.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 6.
- 6.2 The Charges are the prices quoted on our site at the time you submit your order.
- 6.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 6.4 Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 6.5 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7. HOW TO PAY

- 7.1 Payment for the Services is in advance. We will send you an electronic invoice for the Services included with your order confirmation email, Payment is due within 15 days, or such other time specified on the invoice.
- 7.2 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 13 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.2 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

- 8.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, modify and utilise any materials provided by you to us for the term of the Contract for the purpose of providing the Services, including that you will obtain and maintain all necessary licences, permissions and consents which may be required as referred to in clause 5.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 9.1 We will use any personal information you provide to us to:
- (a) provide the Services;
 - (b) process your payment for the Services; and
 - (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 9.2 We will process your personal information in accordance with the Innovate privacy policy (<https://innovate.wtin.com/privacy>)

10. PERSONAL DATA OF ATTENDEES: STANDARD CLAUSES

- 10.1 Before we will provide you with the personal data of any attendees, we will require you to enter into standard clauses regarding the processing of attendees' personal data:
- (a) If you are based in a country which is not subject to the General Data Protection Regulation, in the form at https://cdn.innovate.wtin.com/collateral/terms/20210209_standardclauses_non_gdpr_countries.pdf
 - (b) If you are based in a country which is either subject to the General Data Protection Regulation, or subject to an adequacy decision from the European Commission, in the form at https://cdn.innovate.wtin.com/collateral/terms/20210209_standardclauses_gdpr_countries.pdf
- 10.2 Where you are based in a country which has been subject to a partial adequacy decision, we will require you to enter into whichever of the standard clauses as we consider appropriate, at our absolute discretion.
- 10.3 In the case of any conflict between these Terms and the Standard Clauses or the Modified Standard Clauses, the Standard Clauses or Modified Standard Clauses (as appropriate) shall prevail.

11. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 **Background to the limits and exclusions on our liability.** We have obtained insurance cover in respect of our own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess liability.

11.2 **Scope of this clause.**

- (a) References to liability in this clause 10 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, deliberate default, or otherwise.
- (b) Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation; and
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause 11.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

11.4 Subject to clause 11.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract.

11.5 We have given commitments as to compliance of the Services with the relevant specification in clause 4.3. In view of these commitments, the terms implied by

sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred (as opposed to you becoming aware of you having grounds to make a claim in respect of it) and shall expire 60-days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.7 This clause 10 will survive termination of the Contract.

12. CONFIDENTIALITY

12.1 We each undertake that we will not at any time and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 12.2.

12.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The provisions of this clause shall not apply to any confidential information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure in breach of this clause);
- (b) was available to us on a non-confidential basis before being disclosed to us by you;
- (c) was available to you on a non-confidential basis before being disclosed by you to us; or
- (d) you and we agree in writing is not confidential or may be disclosed.

12.4 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

13. TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL

13.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 3 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 **Consequences of termination.** Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

13.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the

Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

- 14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days by giving written notice to us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

15. NON-SOLICITATION

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

16. COMMUNICATIONS BETWEEN US

- 16.1 When we refer to "in writing" in these Terms, this includes email.
- 16.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 16.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent by email, at 9.00 am the next working day after transmission provided that the sender has not received a bounce-back or similar notice that the email has not been delivered.
- 16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.5 For the purposes of this clause:

- (a) our address for personal delivery and post delivery is: **1083 Pinnacle, Albion Street, Leeds, LS1 5AA**
- (b) our specified email address is: innovate-exhibitors@wtin.com;
- (c) your specified addresses for personal delivery, post delivery, and email address delivery shall be the details which you provide when placing your order.

16.6 You or we may change our specified addresses for notices by giving the other party notice in writing, which change will take effect once deemed served.

16.7 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. GENERAL

17.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.