

1. DEFINITIONS

1.1. For the purpose of this contract the following words shall have the following meanings:

Booking Form:	The section of this contract which identifies the products selected by the Customer and acknowledges that this transaction between the Customer and the Supplier constitutes a legally binding contract.
Customer:	The company, organisation or other party identified on the Booking Form.
Material:	All copyright materials or other material or content provided by the Customer to the Supplier or uploaded to any website of the Supplier or created on any website of the Supplier by the Customer in connection with the Order and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Order.
Order:	The product or products indicated on the Booking Form by the Customer.
Product Details:	The section of this contract which provides detailed descriptions of products ordered by the Customer.
Supplier:	Tourism South East. Tourism South East is the trading name of The Southern and South East England Tourist Board whose registered office is at 40 Chamberlayne Road Eastleigh SO50 5JH (Company Registration No. 1345038)

2. COPYRIGHT: LICENCE

- 2.1. The Customer grants to the Supplier, with immediate effect, a non-exclusive, royalty-free licence to copy and make full use of any Material prepared and/or supplied by or on behalf of the Customer for any purpose relating to the Order.
- 2.2. This licence carries the right to grant sub-licences for any purpose relating to the Order.

3. COPYRIGHT: WARRANTY OF AUTHORITY

- 3.1. The Customer warrants that:
 - 3.1.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the copyright in all of the Material; and
 - 3.1.2. in respect of any Material whose copyright is vested in third parties, it is authorised by such parties to grant the licence set out in clause 2 above.
- 3.2. The Customer shall notify the Supplier of any Material in respect of which it is not so authorised and shall exercise all reasonable endeavours to obtain such authorisation as soon as reasonably practicable.

4. COPYRIGHT: WAIVER OF MORAL RIGHTS

- 4.1. The Customer unconditionally and irrevocably waives, in respect of the Material, all moral rights to which the Customer may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (CDPA 1988) [as amended from time to time]. This waiver is made in favour of the Supplier and shall extend to its sub-licensees.

5. COPYRIGHT: LIABILITIES TO THIRD PARTIES

- 5.1. The Customer undertakes to the Supplier that it shall, at its own cost:
 - 5.1.1. pay all royalties payable to third parties in respect of the use of any Material in accordance with clause 2;
 - 5.1.2. obtain a written waiver of all moral rights that any of its employees, agents or consultants (or any other third party) may have under the CDPA 1988 in relation to any Material; and
 - 5.1.3. indemnify the Supplier against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the Supplier's use of the Material and/or its exercise of its rights granted under clause 2 above.

6. WARRANTY OF ACCURACY AND LEGAL COMPLIANCE

- 6.1. The Customer warrants that the information contained in the Material is current, true and accurate and is not in any way objectionable and if published will not violate any applicable laws, rules and regulations including but not limited to the Trades Descriptions Act 1968 and 1972 (as amended from time to time), data protection legislation or the British Code of Advertising Practice.
- 6.2. If any Material is reported to the Supplier as being controversial the Supplier will investigate and at its sole discretion shall decide whether the Material should be excluded or removed.
- 6.3. Any inappropriate Material may be excluded or removed by the Supplier without prior notice.

7. DELIVERY AND USE OF THE MATERIAL

- 7.1. If the Material is in respect of an advert:
 - 7.1.1. It must be provided as:
 - 7.1.1.1. typed copy with a draft layout and colour transparencies or
 - 7.1.1.2. an electronic file in PDF format or similar.
 - 7.1.2. All images and artwork supplied electronically must be of high resolution.
 - 7.1.3. The Supplier cannot be held responsible for the final quality and standard if images and artwork are supplied at less than 300dpi.
 - 7.1.4. If images and artwork are supplied electronically, the Customer must ensure that they have retained the original electronic file.
 - 7.1.5. Any photographic image supplied to the Supplier without clear instructions for masking and/or cropping will be handled at the sole discretion of the Supplier.
 - 7.1.6. The Customer must have the written consent of the parent or guardian of any child which features in pictures contained in the Material.
 - 7.1.7. Any text which is to be translated must be in black to allow for the black plate changes for each language but a colour proof must also be supplied.
 - 7.1.8. If the Supplier provides proofs and the Customer fails to confirm approval, or notify amendments, by the deadline indicated, the Supplier may, at its sole discretion, proceed to print without further reference to the Customer.
 - 7.1.9. The Supplier will not accept responsibility for any error or faulty reproduction which results from the failure of the Customer, or his agent, to make corrections to proofs provided by the Supplier.
- 7.2. The Supplier reserves the right to reject without explanation the whole or any part of the Material or to limit the size or amend the Material at its sole discretion should the Supplier deem it necessary.
- 7.3. The position of the Material and/or stand location will be at the sole discretion of the Supplier.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 8.1. Although the Supplier endeavours to ensure that the information it has produced and which is contained in its products is correct, whether it is in printed materials or in other forms such as online services and websites, the Supplier does not warrant its completeness or accuracy; nor does the Supplier commit to ensuring that the products remain available or that the information is kept up-to-date.
- 8.2. To the maximum extent permitted by law the Supplier excludes all representations, warranties and conditions relating to its products and the use of its products

(including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose or the use of reasonable care and skill).

- 8.3. Nothing in this disclaimer or anywhere else in this contract will exclude or limit the Supplier's liability for fraud, death or personal injury caused by its negligence, or for any other liability which cannot be excluded or limited under applicable law.
- 8.4. The Supplier shall accept no liability for any error or omission from its products, nor shall the Supplier be liable for any costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer howsoever caused.
- 8.5. The Supplier shall accept no liability for any content posted, stored or uploaded to any of its websites by the Customer or any third party or for any inaccuracy or error contained therein.
- 8.6. In any event, the Supplier's liability is limited to the refund of the charge paid by the Customer for the product or relevant part of the Order.
- 8.7. Neither the Supplier nor any of the Supplier's sub-contractors shall accept any liability for any loss or damage to the Material or other property owned by the Customer or otherwise used by the Customer in respect of the Order.
- 8.8. The Supplier shall accept no liability for the level of user response or participation.

9. VARIATIONS

- 9.1. The Supplier may vary the products at its sole discretion.
- 9.2. The Supplier may vary any of the specific or general terms and conditions at any time without prior notice.

10. PRICE VARIATIONS

- 10.1. Additional charges may apply if:
 - 10.1.1. the Material requires any special layout,
 - 10.1.2. the Customer requests any author's corrections.

11. CANCELLATIONS

- 11.1. Notification of cancellation of an Order by the Customer must be provided to the Supplier in writing.
 - 11.1.1. If the Order is for stand space or an entry in a publication:
 - 11.1.1.1. no refund will be given for cancellations after the closing date stated in the Product Details.
 - 11.1.1.2. A cancellation charge of up to 50% of the value of the Order will apply for cancellations notified before the closing date stated in the Product Details.
 - 11.1.1.3. Cancellation charges will apply even if the product is subsequently resold by the Supplier.
 - 11.1.2. If the Order is for online activities including website entries and e-newsletters or direct mail or familiarisations no refund will be given for cancellations after the Order has been received by the Supplier.
- 11.2. In the event of cancellation by the Supplier a full refund will be provided except that no refund will be made in the case of cancellation due to force majeure, including extreme weather.
- 11.3. In the event of cancellation by agreement between the Customer and Supplier in the case of a familiarisation due to low participation numbers, a 50% refund will be provided if agreement is reached before the guest booking deadline.

12. EXHIBITIONS

- 12.1. The Customer shall not sublet the space without prior written permission from the Supplier.
- 12.2. If the Customer fails to attend the event, the Supplier reserves the right to use its sole discretion to deal with the unoccupied space.
- 12.3. The Customer shall take out and maintain during the duration of the exhibition, with a reputable insurance company, public liability insurance for a sum not less than £1,000,000. The Customer shall, on request from the Supplier, produce a copy of the policy and a receipt for the premium paid.
- 12.4. The Customer shall comply with all rules and regulations of the Supplier, the venue operator and its sub-contractors.
- 12.5. The Customer shall comply with all relevant statutory regulations including but not restricted to Health and Safety legislation and shall be responsible for obtaining any appropriate licences.

13. ONLINE ACTIVITIES AND WEBSITES

- 13.1. The Customer shall be solely responsible for the accuracy of all content which it uploads to or creates on any of the Suppliers websites.
- 13.2. The Customer shall not and shall not attempt to alter any software which is the property of the Supplier or any third party in connection with the Order.
- 13.3. The Customer shall not upload or otherwise cause any viruses or other malicious software to affect any system of the Supplier or any third party in connection with the Order.
- 13.4. The Customer shall not act in any way which will interfere with or disrupt any systems of the Supplier.
- 13.5. The Customer shall not assign, transfer, resell distribute or otherwise use the service except as agreed in the contract.
- 13.6. If a login or password is required to access any of the Supplier's online services the Customer agrees to keep login information and passwords private and to notify the Supplier immediately if it should become aware of any unauthorised account activity.
- 13.7. The Supplier may suspend or terminate the account without prior notice if it believes that the Customer has failed to comply with the terms of the contract.
- 13.8. The Supplier reserves the right at its sole discretion to remove any content from its websites or any other online activities at any time without prior notice.
- 13.9. The Supplier shall not be liable for any damages resulting from temporary interruptions to online services caused by essential maintenance or upgrades.
- 13.10. In the event that the Customer publishes responses to any user content posted on the Supplier's websites the Customer will ensure that its responses are true and accurate and not misleading in any way and do not contain any material that may be construed as offensive, defamatory or unlawful.
- 13.11. The Customer shall not in any way solicit the submission of user content for possible publication by persons connected to the Customer by way of current or former ownership or employment, or by friends or relatives of such persons.

14. TERMINATION

- 14.1. Either party may terminate this agreement in the event of a material breach of the contract terms by the other.
- 14.2. In the event of termination as described in clause 14.1 all rights and duties of the parties shall cease except those which are intended to survive such termination including but not limited to clause 8.
- 14.3. Neither party shall be deemed to have committed a material breach of the contract terms if it is prevented from fulfilling its obligations by an act of God, fire, natural disaster, act of government, labour dispute or any other event beyond its reasonable control.

15. AGENCY COMMISSION

- 15.1. Advertising agency commission is not paid.

16. LAW

- 16.1. These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and Wales.