

UC SUMMIT

EXPO TERMS AND CONDITIONS

1. THESE TERMS

1.1. **What these terms cover.** These are the terms and conditions on which:

1.1.1. We supply the services of:

- (a) accessing an online exhibition; or
- (b) facilitating the exhibition of Your goods and/or services,

to You (**Services**); and/or

1.1.2. You may deliver services to others,

through the online exhibition made available via <https://ucsummit.com> (**Our Website**) (**Expo**).

1.2. **Why You should read them.** Please read these terms carefully before You partake in the Expo. These terms tell You who We are, how We will provide Services to You, how You and We may change or end the contract, what to do if there is a problem and other important information. If You think that there is a mistake in these terms please contact Us to discuss.

1.3. **Other applicable terms:**

These terms also refer to the following additional terms, which also apply to Your use of Our Website and participation in the Expo:

1.3.1. Our Privacy Policy <https://ucsummit.com/privacy> which sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using Our Website, You consent to such processing and You warrant that all data provided by You is accurate; and

1.3.2. Our Website Terms of Use Policy <https://ucsummit.com/terms> which sets out the terms on which You may use Our Website.

2. INFORMATION ABOUT US

2.1. Our Website is operated by UC Today Limited a company registered in England and Wales with company number 10494324 and whose registered office is at The Old Tannery, Eastgate, Accrington, Lancashire, United Kingdom, BB5 6PW (**We, Us, Our**).

2.2. **How to contact Us.** You can contact Us by telephoning Our customer service team using email address team@ucsummit.com

2.3. **How We may contact You.** If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us when you signed up to partake in the Expo.

2.4. **"Writing" includes emails.** When We use the words "writing" or "written" in these terms, this includes emails.

3. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use Your personal information as set out in Our Privacy Policy. Amongst other things, where You are:

3.1.1. a visitor and You view, stream download or otherwise access the information, materials, data, promotions, displays, presentations and other resources displayed on Our Website by an exhibitor (**Exhibition Materials**), We shall notify the applicable exhibitor; or

3.1.2. an exhibitor and a visitor views, streams, downloads or otherwise accesses Your Exhibition

Materials, We shall notify You.

4. ARE YOU A BUSINESS OR A CONSUMER?

4.1. In some areas You will have different rights under these terms depending on whether You are a business or a consumer. You are a consumer if You are accessing these Services as an individual mainly for Your personal use and not in connection with Your trade or profession.

4.2. Provisions specific to:

4.2.1. visitors to the Expo (which may be businesses or consumers) are outlined in Schedule 1; and

4.2.2. exhibitors (which are businesses only) are outlined in Schedule 2,

of these terms.

5. OUR RIGHTS TO MAKE CHANGES

5.1. **Minor changes to the Services.** We may change the Services to:

5.1.1. reflect changes in relevant laws and regulatory requirements; and

5.1.2. implement minor technical adjustments and improvements, for example to address a security or cyber threat. These changes may affect Your use of the Services.

5.2. **More significant changes to the Services and these terms.** In addition, We may make more significant changes to these terms but if We do so We will notify You and You may then contact Us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

6. PRICES AND PAYMENT

6.1. Charges means the charges corresponding to the Services required by You as set out on Our Website in advance of You registering (**Charges**).

6.2. In the event of any error in the Charges displayed on Our Website, We shall notify You and provide You with the option to continue to pay the Charges at the correct price or, where the correct price is higher, terminate the Contract.

7. INTELLECTUAL PROPERTY

7.1 You shall only be entitled to use Our patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (**Intellectual Property Rights**) on a non-exclusive basis for the purposes of promoting Your attendance at the Expo and in accordance with any specific terms and conditions notified by Us to You in conjunction.

7.2 You hereby grant to Us a non-exclusive, royalty-free licence to use Your Intellectual Property Rights for promotional and commercial use in connection with the purpose of this Contract. In particular, where You are an exhibitor You grant Us the right to utilise Your presentations and any data collected in connection with Your exhibition for the purpose of Our Website, the Expo and future exhibitions and creating a database and acknowledging that any IP Rights created in producing such a database shall vest in Us such that We may circulate this to Our subscribers or for such other purposes as We deem necessary.

7.3 Save where otherwise expressly specified, nothing in these Terms shall provide either party with right,

title or interest in the Intellectual Property Rights of the other. Either party shall notify the other of any actual or threatened infringement of any Intellectual Property Rights of the other which comes to its attention.

8. LIABILITY – WHERE YOU ARE A CONSUMER

- 8.1. **We are responsible to You for foreseeable loss and damage caused by Us.** If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.
- 8.2. **We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Services.

9. LIABILITY AND INDEMNITY – WHERE YOU ARE A BUSINESS

- 9.1 Nothing in this Contract shall limit or exclude either party's liability for:
- 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. any matter in respect of which it would be unlawful to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- 9.2.1 We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any:
- (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving;
 - (f) loss or corruption of data or information; or
 - (g) Losses of an indirect, special or consequential nature,
- that arises under, in connection with or otherwise arising out of the Contract; and
- 9.2.2 Our total liability to You in respect of all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed the total Charges paid by You to Us under the Contract.
- 9.3 You shall indemnify Us, keep Us indemnified and hold Us harmless from and against any and all Losses suffered or incurred by Us arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.
- 9.4 For the purposes of this clause **Losses** shall mean actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties, proceedings and settlements.

10. OTHER IMPORTANT TERMS

- 10.1. **We are not responsible for delays outside Our control.** If Our supply of the services is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the contract and receive a refund for any services You have paid for but not received.
- 10.2. **We may transfer this contract to someone else.** We may transfer Our rights and obligations under these terms to another organisation. We will contact You to let You know if We plan to do this but do not require Your consent.
- 10.3. **You cannot transfer Your rights to someone else.** You may not transfer Your rights or Your obligations under these terms to another person unless it is agreed by Us in writing.
- 10.4. **Nobody else has any rights under this contract.** This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 10.5. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.6. **Even if We delay in enforcing this contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Services, We can still require You to make the payment at a later date.
- 10.7. **How to communicate any notices to Us.** All notices and communications shall be made and sent by e-mail or first class post or recorded delivery to the contact information set out above. If notice is given in accordance with this clause it shall be deemed to have been received by Us the next day We are open for business following the day of posting.
- 10.8. **Which laws apply to this contract and where you can bring legal proceedings.** These terms are governed by English law and You can bring legal proceedings in respect of the products in the English courts. If You are a consumer and live in:
- 10.8.1. Scotland You can bring legal proceedings in respect of the products in either the Scottish or the English courts; or
- 10.8.2. Northern Ireland You can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

SCHEDULE 1 – VISITOR TERMS

1. OUR CONTRACT WITH YOU

- 1.1. **How We will accept Your registration.** Our acceptance of Your registration as a visitor to the Expo will take place when We email You to accept it or You receive such other electronic confirmation at the point of registration, at which point a contract will come into existence between You and Us.
- 1.2. **If We cannot accept Your registration.** If We are unable to accept Your registration, We will inform You of this in writing and will not charge You for the Services (where applicable). This might be because the Services are no longer available, because of unexpected limits on Our resources which We could not reasonably plan for or because We have identified an error in the Services or Our Website.

2. YOUR RIGHTS TO MAKE CHANGES

If You wish to make a change to the Services You have subscribed to please contact Us. We will let You know if the change is possible. If it is possible We will let You know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change. If We cannot make the change or the consequences of making the change are unacceptable to You, You may want to end the contract.

3. PROVIDING THE SERVICES

- 3.1. **As the Services last for a defined period of time.** We will supply the Services and enable the exhibitors to provide their services to You for the duration of the Expo as notified to You at the time of Your registration or otherwise via Our Website, unless either party ends the contract in accordance with these terms.
- 3.2. **Reasons We may suspend the supply of Services to You.** We may have to suspend the supply of services to:
 - 3.2.1. deal with technical problems or make minor technical changes;
 - 3.2.2. update the Services to reflect changes in relevant laws and regulatory requirements; or
 - 3.2.3. make changes to the Services as requested by You or notified by Us to You.
- 3.3. **Your rights if We suspend the supply of Services.** We will contact You in advance to tell You We will be suspending supply of the Services, unless the problem is urgent or an emergency. If We have to suspend the Services for longer than one week We will adjust the price so that You do not pay for the Services while they are suspended. You may contact Us to end the contract if We suspend it, or tell You We are going to suspend it, in each case for a period of more than one week and We will refund any sums You have paid in advance for the Services in respect of the period after You end the contract.
- 3.4. **We may also suspend supply of the Services if You do not pay.** If You do not pay Us for the Services when You are supposed to and You still do not make payment within 2 days of Us reminding You that payment is due, We may suspend supply of the Services until You have paid Us the outstanding amounts. We will contact You to tell You We are suspending supply of the Services. We will not suspend the Services where You legitimately dispute the unpaid invoice. We will not charge You for the Services during the period for which they are suspended. As well as suspending the Services We can also charge You interest on Your overdue payments.
- 3.5. **Information displayed by exhibitors.** You agree and acknowledge that:
 - 3.5.1. the nature of the Services is such that the exhibitors exhibiting as part of the Expo will display their Exhibition Materials. We are not responsible to You for the exhibitor's resources, Your reliance on it, inability to access the same or any consequences arising therefrom; and
 - 3.5.2. exhibitors may make the access of its resources subject to specific terms and conditions, Your

compliance with which we are not responsible for.

4. YOUR RIGHTS TO END THE CONTRACT

- 4.1. **You can always end Your contract with Us.** Your rights when You end the contract will depend on what You have subscribed to, whether there is anything wrong with it, how We are performing and when You decide to end the contract:
- 4.1.1. **If the Services are faulty or misdescribed You may have a legal right to end the contract,** see paragraph 7;
 - 4.1.2. **If You want to end the contract because of something We have done or have told You We are going to do,** see paragraph 4.2;
 - 4.1.3. **If You have just changed Your mind about the services** see paragraph 4.3. You may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions; or
 - 4.1.4. **In all other cases (if We are not at fault and there is no right to change Your mind),** see paragraph 4.6.
- 4.2. **Ending the contract because of something We have done or are going to do.** If You are ending a contract for a reason set out at paragraphs 4.2.1 – 4.2.5 below the contract will end immediately and We will refund You in full for any Services which have not been provided and You may also be entitled to compensation. The reasons are:
- 4.2.1. We have told You about an upcoming change to the Services or these terms which You do not agree to (see paragraph 5.2);
 - 4.2.2. We have told You about an error in the price or description of the Services You have subscribed to and You do not wish to proceed;
 - 4.2.3. there is a risk that supply of the Services may be significantly delayed because of events outside Our control;
 - 4.2.4. We have suspended supply of the Services for technical reasons, or notify You We are going to suspend them for technical reasons, in each case for a period of more than one week; or
 - 4.2.5. You have a legal right to end the contract because of something We have done wrong.
- 4.3. **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most services subscribed to online You have a legal right to change Your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 4.4. **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of the Services, once these have been completed, even if the cancellation period is still running.
- 4.5. **How long do I have to change my mind?** You have 14 days after the day We email You to confirm We accept Your subscription. However, once We have completed the services You cannot change Your mind, even if the period is still running. If You cancel after We have started the Services, You must pay Us for the Services provided up until the time You tell Us that You have changed Your mind.
- 4.6. **Ending the contract where We are not at fault and there is no right to change Your mind.** Even if We are not at fault and You do not have a right to change Your mind, You can still end the contract before it is completed, but You may have to pay Us compensation. A contract for services is completed when the Services are delivered, downloaded or streamed and paid for (where applicable). A contract for services is completed when We have finished providing the Services and You have paid for them (where applicable). If You want to end a contract before it is completed where We are not at fault and

You have not changed Your mind, just contact Us to let Us know. The contract will end immediately and We will refund any sums paid by You for products not provided but We may deduct from that refund reasonable compensation for the net costs We will incur as a result of Your ending the contract.

5. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

5.1. **Tell Us You want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:

5.1.1. **Email.** Call customer services using email team@ucsummit.com - Please provide Your name, home address, details of the order and, where available, Your phone number and email address.

5.2. **How We will refund You.** We will refund You the price You paid for You subscription by the method You used for payment. However, We may make deductions from the price, as described below.

5.3. **Deductions from refunds if You are exercising Your right to change Your mind.** If You are exercising Your right to change Your mind: We may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when You told Us You had changed Your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

5.4. **When Your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind then Your refund will be made within 14 days of Your telling Us You have changed Your mind

6. OUR RIGHTS TO END THE CONTRACT

6.1. **We may end the contract if You break it.** We may end the contract at any time by writing to You if You do not:

6.1.1. make any payment to Us when it is due and You still do not make payment within 2 days of Us reminding You that payment is due; or

6.1.2. within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services.

6.2. **You must compensate Us if You break the contract.** If We end the contract in the situations set out in paragraph 6.1 We will refund any money You have paid in advance for the Services We have not provided but We may deduct or charge You reasonable compensation for the net costs We will incur as a result of Your breaking the contract.

7. IF THERE IS A PROBLEM WITH THE SERVICES

7.1. **How to tell Us about problems.** If You have any questions or complaints about the Services, please contact Us. You can email us at team@ucsummit.com

7.2. **Summary of Your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of Your key legal rights in relation to the services. Nothing in these terms will affect Your legal rights.

Summary of Your key legal rights

This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

As We are providing **services**, the Consumer Rights Act 2015 says:

a) You can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.

b) If You haven't agreed a price beforehand, what You're asked to pay must be reasonable.

c) If You haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising Your right to change Your mind (Consumer Contracts Regulations 2013)*.

8. PRICE AND PAYMENT

- 8.1. **Where to find the price for the Services.** The price of the services (which includes VAT) will be the price indicated when You first registered. We take all reasonable care to ensure that the price of the Services advised to You is correct.
- 8.2. **We can charge interest if You pay late.** If You do not make any payment to Us by the due date We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 8.3. **What to do if You think an invoice is wrong.** If You think an invoice is wrong please contact Us promptly to let Us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved We will charge You interest on correctly invoiced sums from the original due date.

SCHEDULE 2 – EXHIBITOR TERMS

1. CREATING AN EXHIBITION

- 1.1 These terms set out the basis on which You may exhibit at the Expo. Space for each Expo means the space We provide for You on our Website based on the exhibition package selected when You registered to exhibit at the Expo (**Exhibition Package**) (**Space**). The Space may be restricted to a maximum size and shall appear on the applicable part of Our Website at our discretion from time to time (**Space Allocation**) and We do not warrant, undertake or guarantee that Your registration to exhibit at the Expo will be accepted.
- 1.2 Dependent on Your Exhibition Package, the Services may include but not necessarily be limited to:
- 1.2.1 a keynote speaker slot to be featured in the keynote theatre;
 - 1.2.2 a virtual booth featured in the Expo;
 - 1.2.3 a conference slot whereby Your Exhibition Materials will be featured;
 - 1.2.4 display Exhibition Materials as advertising features; and
 - 1.2.5 access to post Exhibition Materials in the Expo resource library.
- 1.3 If following Your registration, We determine at Our absolute discretion that there is:
- 1.3.1 already another exhibitor, conflicting with Your business that is booked to exhibit and/or speak at the Expo; or
 - 1.3.2 no longer sufficient Space available at the Expo,
- We shall inform You as such within 2 days and give You the opportunity to make a booking for Our next Expo and place You on Our waiting list in the event of a cancellation from another exhibitor (as applicable).
- 1.4 If We are able to accept Your registration then We shall confirm this in writing to You and issue You with an invoice in accordance with paragraph 2 below within 7 days at which point a contract between You and Us on these terms shall be formed.
- 1.5 We shall take into account any requests made for the location of Space where possible but cannot guarantee that this will be satisfied.
- 1.6 We shall use Our reasonable endeavours to ensure that as many of Our subscribers as possible can attend the Expo but make no warranties or representations as to what the number viewing the Expo shall be. We shall not be liable to You to make any refund of the Charges paid by You to Us where a lower number of Our subscribers than You expect view the Expo.
- 1.7 Dependent on Your Exhibition Package, We project that the number of leads that will be generated by You at the Expo, are as follows:
- 1.7.1 100 for a bronze Exhibition Package;
 - 1.7.2 150 for a silver Exhibition Package;
 - 1.7.3 200 for a gold Exhibition Package; and
 - 1.7.4 500 for a platinum Exhibition Package.

provided always that We made no warranties, guarantees or representations that this number of leads will be generated or that You will generate a certain amount of income arising out of the Expo or the Exhibition Package which You have selected.

- 1.8 We shall provide You with a weekly visitor tracking report containing information about the subscribers that interacted with Your Exhibition Materials during that week.

2. PAYMENT

- 2.1 The Charges shall fall due and be payable by You to Us immediately upon issuance of the invoice (or as otherwise specified upon registering for the Expo) and may be made via any of the payment methods specified on the invoice.
- 2.2 The Charges payable under this Contract are exclusive of any applicable VAT and other sales tax which shall be payable by You at the rate and in the manner prescribed by law against submission by Us of a valid tax invoice.
- 2.3 We shall have the right to charge interest of any overdue Charges at the rate of 8% per year above the base rate of the Bank of England, calculated from the date when payment of the Charges becomes due up to and including the date of actual payment whether before or after judgement.

3. WARRANTIES

By registering for an Expo You hereby warrant and undertake that the Exhibition Materials are Yours, You have the capacity and authority to exhibit them at the Expo and that they shall not:

- 3.1.1 breach any laws or incite or encourage others to break such law, or infringe the rights or privacy of any person or legal entity;
- 3.1.2 breach the Intellectual Property Rights of any third party;
- 3.1.3 be discriminatory in any way;
- 3.1.4 be pornographic, obscene, profane, vulgar, or contain swearing;
- 3.1.5 defame any person, entity or organisation;
- 3.1.6 seek to directly solicit business by means of a 'sales pitch' or compete with Us in any way; or
- 3.1.7 be otherwise offensive or objectionable in Our reasonable opinion,

and We reserve the right at Our absolute discretion to refuse to permit You to provide (or continue to provide) the Exhibition Materials where We consider doing so to be in contravention of these Terms and You agree and acknowledge that We may do so without liability to You.

4. ALTERATIONS TO THE EXPO AND CANCELLATIONS

- 4.1 We reserve the right, without liability to You to cancel or make alterations to an Expo at any time, including but not limited to:
 - 4.1.1 the date on which it commences; and
 - 4.1.2 the Space Allocation,and shall notify You as such as soon as reasonably practicable thereafter of the need to make any such alterations. Where We outright cancel an Expo then We shall automatically transfer Your registration for it to Our next scheduled Expo and notify You of the details of this as soon as reasonably practicable.
- 4.2 It is Your responsibility to remain informed as to whether an Expo has been cancelled or re-scheduled and the date and duration of any re-scheduled Expo and We shall not responsible for communicating any such information to You.
- 4.3 If You cancel Your booking for the Services prior to the Expo then cancellation fees shall apply as follows:
 - 4.3.1 0% of the Charges will be charged for cancellation more than more than 8 weeks prior to the Expo;
 - 4.3.2 50% of the Charges will be charged for cancellation less than 8 weeks but more than 4 prior to the Expo; and
 - 4.3.3 100% of the Charges will be charged for cancellation less than 4 weeks prior to the Expo.

5. ADMISSION TO THE EXPO

- 5.1 You must comply with (and are responsible for the compliance by Your representatives with) all relevant statutes and regulations (including but not limited to data protection and cyber security) whilst exhibiting at the Expo and notify any special requirements or concerns that You may have about the Expo immediately. Following receipt of such a notification We shall use its reasonable endeavours to action any concern but cannot guarantee that the Expo shall meet Your subjective expectations or requirements.
- 5.2 You must not display or disseminate literature or marketing materials on behalf of any organisations that are not exhibiting at the Expo.
- 5.3 We may request that You submit certain Exhibitor Materials to Us for approval prior to or during the Expo and to make such changes as We reasonably require. If agreement cannot be made in relation to the making of any such changes the You must withdraw the relevant Exhibitor Materials (or part) from Your Expo.
- 5.4 No items may be removed before the official closure of the Expo as announced by Us. You agree and acknowledge that breach of this paragraph may result in additional charges being levied against You by Us.

6. SUSPENSION, TERMINATION AND CONSEQUENCES

- 6.1 Without affecting any other right or remedy available to Us, We may immediately, without liability to You, at any time (including during the Expo) and at Our absolute discretion either terminate or suspend this Contract by giving You notice in writing if:
 - 6.1.1 You fail to make payment of the Charges by the due date for payment;
 - 6.1.2 You have or We reasonably believe that You have breached any term of these Terms or (if such a breach is remediable save for payment) You have failed to remedy that breach within the period during which We notify You to remedy such breach;
 - 6.1.3 in Our reasonable opinion You have been the subject of a sufficient degree of negative feedback such that We believe that You may adversely affect Our reputation or are not of reputable standing;
 - 6.1.4 You suspend, or threatens to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;
 - 6.1.5 You, being an individual, are the subject of a bankruptcy petition; or
 - 6.1.6 You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business.
- 6.2 Where We terminate this Contract and We deem that such termination is through no fault of Your own, We may issue You with a full refund of any Charges already paid to Us save that where such termination is necessary in circumstances where We have incurred costs in good faith of holding the Expo, We shall make a pro rata deduction from any such refund to cover any costs which We have incurred up to that date.
- 6.3 Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination.