

Open University Conference
Exhibitor Order Form and Licence

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| Exhibitor Name | |
| Registered Office | |
| Company No | |
| Event | Position Sensitive Detectors 11 (PSD#11) Industrial Exhibit |
| Event dates | 4 th – 5 th September 2017 |

Facilities to be provided by the OU in advance of the Event:

- Exhibitor's Logo and link to Exhibitor's own website on the event website
- Description of the Exhibitor (max 100 words) for use on event website
- Exhibitor's Logo on other electronic and non-electronic materials marketing the Event

Facilities to be provided by the OU at the Event:

- A furniture package (one table and one chair) and an electrical package (one power socket)
 - One complimentary two-day delegate pass (4th-5th September 2017) OR One Full PSD#11 Conference Pass (3rd-8th September 2017)
 - Exhibitor's Logo and 100-word description to be included on the event website
 - Exhibitor's Logo on other electronic and non-electronic materials associated with the Event
- Open WI-FI access is supplied by a third party (the Cloud Networks Ltd) free of charge. Exhibitors will need to register with them on site.

This Agreement is governed by the terms and conditions overleaf.

Options (please tick one box to indicate your preference)

- Standard Exhibit Package £550 + VAT (including two-day PSD#11 conference access 4th-5th Sept. 2017)
- Standard Exhibit Package £800 + VAT (including full PSD#11 conference access 3rd-8th Sept. 2017)
- Small Business Exhibit Package £350 + VAT (including two-day PSD#11 conference access 4th-5th Sept. 2017)
- Small Business Exhibit Package £600 + VAT (including full PSD#11 conference access 3rd-8th Sept. 2017)

AGREED:

For and on behalf of **The Exhibitor**

For and on behalf of **The Open University**

Signed

Signed

Print Name

Print Name

Title

Title

Date

Date

Terms and Conditions

1. Start and end of agreement

- 1.1 This agreement will take effect from the date of signature on behalf of the parties and end at midnight on the last day of the conference.
- 1.2 Either party may terminate this agreement by giving written notice to this other, in which case the OU will refund any fees paid unless the Exhibitor has terminated the agreement less than 30 days before the start of the Event,

2. Definitions

- 2.1 In this agreement:
 - (a) "small business" means a small enterprise as defined in EU recommendation 2003/361.
 - (b) "Order Form" means the form to which these terms are attached.
 - (c) the "OU" means The Open University, a body incorporated by Royal Charter (number RC 000391).

3. Payment

- 3.1 The Exhibitor shall pay the fee set out in the Order Form together with VAT within 30 days of OU's invoice in accordance with the payment terms set out in that invoice.

4. Obligations of the Exhibitor

- 4.1 The Exhibitor shall ensure that neither it nor its servants and agents cause any harm, nuisance or annoyance to those attending the Event or anyone else lawfully using the OU's premises.
- 4.2 The Exhibitor shall obey all reasonable rules made by the OU for those attending the Event and communicated to the Exhibitor.
- 4.3 The Exhibitor permits the OU to use its Logo and 100-word description for the purposes of carrying out its obligations under this agreement.

5. Obligations of the OU

- 5.1 Subject to the Exhibitor paying the Fees and complying with its obligations under this agreement, the OU shall:
 - (a) permit the Exhibitor to enter and set up its exhibits at the Event.
 - (b) supply services before and during the event set out in the Order Form.
- 5.2 If the Exhibitor supplies its logo and 100-word description to the OU, the OU shall:
 - (a) display them on a web page associated with the Event;
 - (b) if indicated on the Order Form and if supplied before the date indicated in the Order Form, include both in the brochure for the Event.

6. Warranties

- 6.1 The Exhibitor warrants to the OU that:
 - (a) It has the authority to enter into this agreement.
 - (b) It has the right to grant the permission given under clause 4.3.

7. Indemnity

- 7.1 The Exhibitor shall indemnify the OU against any damages or costs (including legal costs) arising out of a claim by a third party:
 - (a) that the OU has infringed any third party's rights in dealing with the Exhibitor's Logo or 100-word description; or
 - (b) for personal injury or damage to property caused in whole or part by the Exhibitor's fault or negligence.

8. Situations beyond the parties' control

- 8.1 Neither party shall be liable for the consequences of anything beyond its reasonable control.

9. Law and jurisdiction

- 9.1 This agreement shall be interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of it.

10. Miscellaneous

- 10.1 This Contracts (Rights of Third Parties) Act 1998 shall be excluded from this agreement.
- 10.2 Neither party may assign its rights under this agreement.

[End of Terms and Conditions]