

TERMS AND CONDITIONS FOR ADVERTISING AT THE BAPTIST ASSEMBLY

In these Conditions:

“the Union”, “we”, “us” “our” means the Baptist Union of Great Britain (a registered CIO with charity number 1181392) of Baptist House, PO Box 44, 129 Broadway, Didcot, Oxfordshire OX11 8RT;

“the Advertiser”, “you”, “your” means any person, organisation or company occupying a Stand at the Baptist Assembly (“the Assembly”);

the “Stand” means the stand and physical space assigned to the Advertiser by the Union including any banners, posters, printed publications, images, video or any promotional products of the Advertiser which are on display or provided to delegates.

1. Applications

- 1.1. All applications for a Stand must be made using our online application form. We are unable to take bookings over the phone.
- 1.2. We cannot guarantee that what you are applying for will be available at the time of your application.
- 1.3. We reserve the right to decline your application at our absolute discretion and without entering into correspondence about the decision.

2. Acceptance of Conditions

- 2.1. Submission of an application for a Stand at the Assembly indicates your agreement to abide by these Terms and Conditions. No condition or agreement which conflicts with them is binding on the Union or the Advertiser unless it is agreed in writing and signed by or on behalf of both parties.
- 2.2. Your application shall be deemed to be accepted when the Union confirms acceptance of your application in writing at which point and on which date a contract between the parties shall come into existence.

3. Payment

- 3.1. The price you pay is the price that is offered to you at the time your booking is accepted.
- 3.2. Full payment is required 14 days after applications are accepted and the online payment link is provided to you.
- 3.3. We reserve the right to withdraw any offer if you do not comply with clause 3.2 above or do not meet any deadlines given to you.
- 3.4. Discounts are offered solely at our discretion.
- 3.5. The Advertiser and any additional staff will be required to have a valid ticket for the Baptist Assembly event prior to admission to the venue.

4. Cancellation

- 4.1 We reserve the right to cancel your booking at our absolute discretion.

- 4.2 If we exercise our rights under 4.1 you will be notified of this in writing and any payment of the price will be refunded to you but you will not be entitled to any claim for loss whether directly or indirectly arising out of or in connection with the rejection of your application or the cancellation of your booking.
- 4.3 The Advertiser may cancel its booking by giving notice to the Union of the cancellation at least one month prior to the date of the Assembly in order to receive a full refund.
- 4.4 Any cancellation must be notified in writing to advert@baptist.org.uk.
- 4.5 Where a cancellation by the Advertiser is not notified in accordance with clause 4.4 within one calendar month of the Assembly no refund will be given.

5. Advertiser's Warranty and Indemnity

- 5.1. The Advertiser warrants:
 - 5.1.1. that the content of their Stand is legal, decent, honest and truthful;
 - 5.1.2. that nothing on the Stand is misleading, defamatory or constitutes a malicious falsehood;
 - 5.1.3. that nothing on the Stand shall conflict with Christian principles or Baptist values as agreed by the Council of the Union;
 - 5.1.4. that nothing on the Stand shall be capable of bringing the Baptist family or the reputation of the Union into disrepute or be unsuitable for a family audience;
 - 5.1.5. that the Stand and all issues and products promoted in connection with it must be promoted in a way that is not likely to cause upset or offence to those attending the Assembly and will endeavour to make a positive contribution to the Baptist family;
 - 5.1.6. that the Stand and its contents will not infringe copyright or any other rights vested in a third party;
 - 5.1.7. that the Advertiser has secured all necessary authorities and permissions in respect of the use of the Stand and any images, pictorial representations of, or words attributed to, living persons.
- 5.2. The Advertiser will indemnify the Union in respect of all costs, damages or other charges incurred in connection with any actions or claims brought against the Union arising from a breach by the Advertiser of this warranty or otherwise which arise in connection with the Stand occupied by the Advertiser.
- 5.3. Neither party limits its liability for:
 - 5.3.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 5.3.2. fraud or fraudulent misrepresentation by it or its employees.

6. Restrictions

- 6.1. Any offer to participate is made to the applying person or organisation only and must not be assigned, rented or transferred to any other person or organisation without the express permission of the Union.
- 6.2. All charitable collections or other donations of money must be agreed before the event by contacting advert@baptist.org.uk. We reserve the right to decline such requests.

- 6.3. The Union reserves the right to ask you to remove any item from the Stand or reject any advert or promotional product on your Stand that, in the Union's opinion, fails to comply with the requirements of clause 5.1 above or which may cause offence to our delegates. Such decisions are at our absolute discretion based on our knowledge of our delegates.
- 6.4. The Union reserves the right to refuse entry into the Assembly.
- 6.5. Advertising space including the Stand will be allocated at our discretion. Specific space may be requested but cannot be guaranteed, unless agreed in writing by us.
- 6.6. We reserve the right to re-allocate or remove stands, to adjust stands and to make other layout changes as necessary and at our absolute discretion, both prior to and during the Assembly event.
- 6.7. If you have been offered a specific stand location and your Stand is re-allocated, you will be notified as soon as possible.
- 6.8. No refunds will be provided due to changes in allocation of stand space.
- 6.9. If, at any time, your Stand is deemed by us to be unsafe or unusable then you will be offered an alternative location. If a suitable alternative is found, deemed so by us, we shall not be liable to refund you, give a discount or compensate you for loss. If no alternative is available, the refund will be pro rata based on the amount of time your Stand is unusable.
- 6.10. It is your responsibility to ensure that any person representing you is suitable to do so and to risk assess any activities in which your staff will be engaged.
- 6.11. We reserve the right to remove any person whose behaviour we deem inappropriate, where behaviour may harm the reputation of the Assembly or where behaviour may be harmful to the individual or others around them.
- 6.12. Sound, including audio and music at your Stand, should be kept to a level which does not disrupt the activities of those around the Stand.
- 6.13. All literature must be given out from your Stand only and may not be posted or left in other parts of the Assembly event or anywhere else on the site.
- 6.14. It is a condition of your participation in the event that you ensure your staff members are suitable to work with children, young people and adults at risk.

7. Insurance

- 7.1. All applicants for a Stand will be required to provide evidence of Public Liability Insurance with an Indemnity to Principals clause including subrogation rights. Acceptable evidence is:
 - 7.1.1. A copy of your certificate of Public Liability cover; or
 - 7.1.2. A letter from your insurer on their letterhead confirming the insured organisation/individual, the levels of insurance and the dates on which it is valid.
- 7.2. It is your responsibility to ensure that you have adequate insurance to cover any stock or items that you bring to Assembly and that you remove any valuables from your Stand when you are not present.

8. Set up and Pack Down

- 8.1. Set up and pack down timings will be advised by no later than 24 April 2020. We reserve the right to revise all timings after 24 April should circumstances change. You will be notified of any changes as soon as is reasonably practicable.
- 8.2. Your Stand must be completed and ready to open by no later than 9.00am on Saturday 9 May 2020.
- 8.3. We reserve the right to ask some stands to delay pack-down until the area is clear of delegates. This will mainly apply to stands which carry an increased risk of incident or injury or those in locations of high footfall.
- 8.4. We do not expect you to pack your Stand away overnight, however, you should ensure that all valuable and sensitive items are removed from the Stand when you are not present.
- 8.5. All electrical equipment and cables over 12 months old must carry a valid Portable Appliance Test (PAT) Certificate and all trailing cables must be taped or covered in a cable sheath or mat to avoid trip hazards.
- 8.6. A power supply is not automatically included in the price of your Stand. Additional power may be requested using the online application but is not guaranteed. Power may not be available in all locations.
- 8.7. Your Stand should be clear of trip hazards and not cause an obstruction in a gangway, block a fire exit or cause any other hazard. No rubbish is allowed to accumulate in the venue.
- 8.8. Your Stand must stay in the dimensions applied for and cannot go over the space. Failure to remain in the space allocated could lead to eviction with no refund.
- 8.9. All decisions regarding health and safety will be made by us or the conference venue staff. If you have a concern about health and safety then this should be addressed to the Assembly Event Manager.
- 8.10. Advertisers are not permitted to take chairs and tables from other places if they have not been paid for.
- 8.11. It is a requirement of your participation in the event that you and your Stand comply with the timings and instructions given to you by us or the conference venue staff.

9. Publicity and Data Protection

- 9.1. By applying for a Stand at the Assembly you agree to us and agencies authorised by us and our partners to reproduce your image, that of your Stand and your voice on publicity and materials.
- 9.2. No photography or filming of the delegates is allowed without prior permission from the Union and without gaining permission from the delegates being photographed if at close distance. If the delegates are under 18 the parental guardian must be asked for permission.
- 9.3. The Union will hold information obtained in processing the application of the Advertiser to enable it to administer the account of the Advertiser and make arrangements with you in relation to your application for a Stand. For more details on how we will process personal data please see www.baptist.org.uk/privacy.

10. Liability

- 10.1 By agreeing to these Terms and Conditions, you accept that we will have no liability for damage or loss, directly or indirectly through Acts of God, explosions, floods, tempest, fire, accident, war or threat of war, sabotage, insurrection, civil disturbance, any acts, restrictions, regulations, byelaws, prohibition or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes or any power failure whatsoever or howsoever caused.
- 10.2 Except in respect of death or personal injury caused by our negligence, or as otherwise expressly provided in these Terms and Conditions, we shall not be liable to you or any of your employees or representatives by reason of the provision of these Terms and Conditions or any representation (unless fraudulent), or any implied warranty, condition or any other term, or any other duty at common law for any loss or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our negligence, our servants or agents or otherwise) which arise out of or in connection with your exhibiting at the Assembly, and our entire liability in any circumstances shall not exceed an amount covered by our insurance from time to time.

11. Governing Law and Jurisdiction

- 11.1 Any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 11.2 Both parties hereby irrevocably agree that the Courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with these Terms and Conditions.