

EXHIBITION PROSPECTUS

CONSULTATION CONFERENCES 2022



Background

The NASUWT is The Teachers' Union and represents teachers and headteachers across the United Kingdom. By 'putting teachers first', the NASUWT works to enhance the status of the teaching profession to deliver real improvements to teachers' working lives, while seeking to ensure they are recognised and rewarded as highly skilled professionals with working conditions that enable them to focus on their core role of teaching.

The NASUWT hosts Consultation Conferences for its members throughout the year to bring together under-represented groups within the Union. The aims are to promote networking, enable members to share their experiences and to influence the policy and practice of the Union.

For 2022, the NASUWT will be hosting five Consultation Conferences which will all take place in Birmingham.

The NASUWT is committed to hosting sustainable events, and aims for these to be **paperless conferences**, including the exhibition. This commitment will see the NASUWT and our exhibitors make maximum use of technology to ensure an engaging and fully interactive experience.

Why exhibit?

Our Conferences host a popular and exclusive exhibition area where organisations can exhibit to showcase their products or services to teachers and headteachers from across the UK and beyond.

This will be an excellent opportunity to increase awareness of your campaigns, services or products.

Cost of exhibiting

The NASUWT wishes to encourage organisations to exhibit products/services which are aligned to our values and principles and which would be of interest to our members. Therefore, the cost of exhibiting for those eligible is complimentary.

- Exhibitors are required to finance their own accommodation, meals and travel expenses. Lunch and refreshments will be provided.

What is included

- trestle table which is clothed;
- two chairs;
- exhibition passes;
- lunches and refreshments;
- featured on the Conference App.

Exhibition guide advertisements

- Make the most of your presence at the Conference by placing a full or half-page advert in the exhibition guide, which will be available to download on the Conference App.

If this is of interest, please contact us at exhibitions@mail.nasuwt.org.uk for further information.

What is required from you?

- a commitment to sustainability and to minimising the carbon footprint of the event, including by reducing or eliminating the use of paper;
- a risk assessment and a copy of your public liability (PL) insurance (please note: if you do not have PL insurance, we can still accept your request);
- for you to be present at your stand for the duration of the Conference;
- to keep your stand area clean and tidy;
- if you wish to hold any prize draws or competitions, inform the NASUWT beforehand and obtain approvals for such activities;
- a commitment to trade unionism, equality, human rights and social justice.

Please note we will not accept exhibitors who promote values or policies contrary to those of the NASUWT.

How to book

To secure your place, please complete your details below and return to exhibitions@mail.nasuwt.org.uk.

CONSULTATION CONFERENCES

Black Teachers' Consultation Conference – Saturday 21 May 2022 – Hilton Metropole, Birmingham
This Consultation Conference attracts 450 teachers from Black and minority ethnic backgrounds and aims to enable our teachers to engage with the key issues and challenges facing the Union, share experiences, meet other members and shape the future of the NASUWT.

LGBTI Teachers' Consultation Conference – Saturday 11 June 2022 – Park Regis Hotel, Birmingham
The LGBTI Conference draws up to 250 teachers from across the UK, who come together to hear from keynote speakers and to share their experiences, whilst enjoying a safe space for LGBTI members to network and to share their views and experiences.

Disabled Teachers' Consultation Conference – Saturday 17 September 2022 – Hilton Metropole, Birmingham
Disabled teachers from across the UK attend to discuss a range of issues affecting disabled workers in the teaching profession. We welcome 200 members each year to this event where they can share a safe space to network, exchange experiences, gain advice and support, and shape ideas for the future of the NASUWT and the teaching profession.

Women Teachers' Consultation Conference – Saturday 8 October 2022 – Hilton Metropole, Birmingham
The Women Teachers' Conference attracts up to 400 NASUWT members from across the UK. The issues raised at this Conference are part of the Union's work and campaigning on women's equality.

Young Teachers' Consultation Conference – Saturday 12 November 2022 – Hilton Metropole, Birmingham
The Young Teachers' Conference is for members who are 30 years and younger and attracts up to 100 attendees, and this number continues to grow. This Conference provides a safe space to network and shape ideas for the future of the Union and young teachers.



BOOKING FORM

Please tick the box for which Conference/s you would like to exhibit at.

Black Teachers' Consultation Conference – Saturday 21 May 2022

LGBTI Teachers' Consultation Conference – Saturday 11 June 2022

Disabled Teachers' Consultation Conference – Saturday 17 September 2022

Women Teachers' Consultation Conference – Saturday 8 October 2022

Young Teachers' Consultation Conference – Saturday 12 November 2022

Name: _____

Name of organisation: _____

Address: _____

_____ Postcode: _____

Website address: _____

Telephone number: _____

Mobile number: _____

Email address: _____

Signature: _____

Date: _____

Please e-mail: exhibitions@mail.nasuwat.org.uk.

TERMS AND CONDITIONS OF EXHIBITING

1. Definitions

In these Terms and Conditions, the following definitions will have the meaning attributed to them: “Exhibitor” means any person, firm or company who has contracted with the NASUWT for Space/Shell Scheme at the Exhibition; “Contract” means the contract between the NASUWT and the Exhibitor incorporating these Terms and Conditions, which is formed upon the NASUWT’s acceptance of the Exhibitor’s application for Space/Shell Scheme or a Sponsorship Package or Sponsorship Packages; “Exhibition” or “Event” means the event detailed on the exhibition and sponsorship opportunities booking form (the “Booking Form”) to which these Terms and Conditions are attached; “Venue” means the building in which the Event is taking place. The term “the NASUWT” means the National Association of Schoolmasters Union of Women Teachers; “Rooms” or “Space” means the rooms, space or any part thereof allocated by the NASUWT for use by the Exhibitor at the Event; “Hire Period” means the agreed period during which the Exhibitor is licensed by the NASUWT to use the Space; “Venue Host” is the controller of the Venue; “Services” means those services provided pursuant to clause 20 below; “Sponsorship Package” means any of the sponsorship packages described in the Booking Form. Where a Sponsorship Package is described in the Booking Form as an exclusive option, the NASUWT will not enter into a contract with any party other than the Exhibitor for that Sponsorship Package; and “Exhibition Manual” means the manual issued by the NASUWT to the Exhibitor detailing the Event and including the Booking Form or a copy thereof.

2. Licence and Sub-licence

- (i) Notwithstanding the Terms and Conditions of the Venue Host, the NASUWT licenses the Exhibitor, subject to these Terms and Conditions, to use the Rooms for the Hire Period for the sole purpose of holding the Event and agrees to provide the Exhibitor with the Services. In the event of conflict between these Terms and Conditions and those of the Venue Host, the Terms and Conditions of the Venue Host will prevail. Where there is a discrepancy between these Terms and Conditions and the Booking Form Terms and Conditions, the Booking Form Terms and Conditions will prevail.
- (ii) The Exhibitor will not assign the benefit of the Contract nor sub-licence any right or benefit under it without the written consent of the NASUWT.
- (iii) Any sub-licence will bind the sub-licensee to observe and perform the terms of contract so far as they are capable of applying to the sub-licence.

3. Duration of Exhibition

Exhibition hours are subject to changes. During these opening times, stands must be staffed by at least one Exhibitor’s representative.

4. Application for Stand Space

Applications for space at the Event must be made on the Booking Form and must contain information required by the Exhibitor to be displayed. The NASUWT may at its sole discretion accept applications by purchase order, in writing or by facsimile, or accept a deposit payment in lieu of the Booking Form and on the understanding that these Terms and Conditions will apply and that a Contract has been formed.

5. Signatories

The person or persons signing the Booking Form on behalf of the Exhibitor will be deemed to have full authority to do so on behalf of the Exhibitor, and the Exhibitor will have no right to claim against the NASUWT that such a person or persons did not have such authority.

6. Exhibits

Subject to paragraph 7 of these Terms and Conditions, the Exhibitor will be entitled to exhibit only those items notified in accordance with clause 4 above and specified on the Booking Form.

7. Removal of Exhibits

The NASUWT reserves the right to require the Exhibitor to remove any exhibit specified on the Booking Form or which is being exhibited at any Exhibition if the NASUWT in its absolute discretion considers that the same is libellous, slanderous or defamatory or is of an obscene nature or may infringe the rights of any third party, or which the NASUWT considers in its absolute discretion to be undesirable or detrimental to the Exhibition, other exhibitors or the general commercial interests of the NASUWT or in contradiction to the aims and objectives of the NASUWT.

8. Payment

- (i) The Exhibitor will pay to the NASUWT such charges at such times as are specified on the Booking Form. All invoices must be paid prior to the Event, otherwise the NASUWT reserves the right to refuse entry into the Exhibition.

- (ii) If any charge is not paid by the due date, such charge will be subject to both interest and a compensation payment at the rates provided in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002.
- (iii) The currency of the Contract is pounds sterling. All payments will be made in pounds sterling, or will, if necessary, be converted into pounds sterling at the official rate of exchange of Natwest Bank plc prevailing at the date when payment is received.

9. Cancellation of Space/Shell Scheme or Sponsorship Package

- (i) In the event that the Exhibitor either wishes to cancel their Space/Shell Scheme booking or Sponsorship Package after entering into the Contract or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Booking Form, the NASUWT reserves the right (but without being obliged to do so and without prejudice of any other right or remedy available to the NASUWT) to apply the following cancellation charges and reallocate such space:

Cancellation occurring:

- more than three months prior to the Exhibition – the charge incurred will be 50% of total cost (plus VAT);
 - less than three months prior to the Exhibition – the charge incurred will be 100% of total cost (plus VAT);
 - if Space or a Sponsorship Package is booked less than three months prior to the Exhibition and then cancelled, the cancellation charge is 100%.
- (ii) If the Exhibitor wants to cancel, then written notice of such a request must be forwarded to and received by the NASUWT by Recorded Signed For post. For the avoidance of doubt, the NASUWT reserves the right not to accept the Exhibitor's notice of cancellation.
 - (iii) Notwithstanding that the NASUWT may resell or reallocate the cancelled Space (or the space by which it is reduced pursuant to clause 10) after payment of the cancellation charges, the NASUWT will be under no obligation to reimburse all or any part of such cancellation charges.

10. Reduction of Space

Where an Exhibitor wishes to reduce the size of Space/Shell Scheme booking after entry into the Contract, then written notice of such a wish must be forwarded to and received by the NASUWT by Recorded Signed For post. The NASUWT reserves the right to apply the scale of cancellation charges to the total cost according to the amount by which the original Space area is reduced. The NASUWT may resell or reallocate the space in question. The NASUWT is under no obligation to accept notification of such reduction.

11. Relocation

For the avoidance of doubt, any Contract for Space/Shell Scheme is only for an amount of such Space/Shell Scheme and no acceptance by the NASUWT of the Exhibitor's Booking Form or allocation of the Exhibitor's name to any particular part of any Exhibition floor plan or stand number will constitute any agreement warranty or representation by the NASUWT that the Exhibitor is entitled to exhibit at the Exhibition in such particular location, and the NASUWT reserves the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any stand at any time.

12. Space Not Occupied

The Exhibitor must occupy the Space allocated to them by the Event opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled their space booking. In this event, the Terms and Conditions relating to cancellation will apply and the NASUWT may resell or reallocate such space.

13. Attendance

The Exhibitor acknowledges that the NASUWT will not be held responsible for the failure of all or any other contracted Exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason.

14. Assignment

The Exhibitor will not be entitled to assign or grant licences in respect of the whole or any part of the Space/Shell Scheme allocated to them, or assign or otherwise deal with their rights and obligations hereunder, nor may any cards, advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed in any Space/Shell Scheme. This will not apply to persons, firms or companies being subsidiaries, agents or principals of the Exhibitor and who are duly listed on the Booking Form at the time of booking. The NASUWT will be entitled to assign the benefit (subject to the burden) of the Contract without notice to or consent of the Exhibitor.

15. Licensor and Licensee

The relationship of licensor and licensee will exist between the NASUWT and the Exhibitor in relation to any Space allotted to the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any of these Terms and Conditions, the NASUWT will have the right to revoke the said licence and re-enter on the allotted Space to remove and exclude the Exhibitor and all persons there, without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the NASUWT.

16. Promotion and Representation

- (i) Whilst the NASUWT will use all reasonable endeavours to organise and promote the Exhibition in such manner as it considers appropriate, the NASUWT reserves the right to amend or vary the manner or methods of such organisations and promotions and therefore any statements made by or on behalf of the NASUWT as to audience projections or methods of timing of promotions will constitute only general indications of the NASUWT's promotion and organising strategy and will not amount to any representation or warranty.
- (ii) Any application for Space/Shell Scheme or any acceptance thereof by the NASUWT will not be conditional on the presence or location of any other exhibitor at the same or any other Exhibition and any reference to such conditionality will not apply to the Contract.

17. Postponement or Abandonment

The Exhibitor will not have any claim against the NASUWT in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatever reason. If by rearrangement of postponement of the period of the Exhibition, or by substitution of an alternative Venue for the Exhibition, or by means of any other reasonable matter or thing the Exhibition can be held, the Contract will continue to be binding save that the same will be deemed to be varied so as to allow for any necessary change in Venue, dates or period of the Exhibition, Space size, location or otherwise.

18. Erection of Stands

The Exhibitor hereby acknowledges that the NASUWT may appoint official stand contractors and, where directed by the NASUWT, the Exhibitor must use the same for construction of the Exhibitor's stand. However, an Exhibitor may be permitted to appoint another contractor recognised by the NASUWT subject to the NASUWT's written consent being obtained in advance. No Exhibitor will be permitted to erect its display goods in such a manner as, in the opinion of the NASUWT, to obstruct the light or impede the view along the open spaces or gangways or to occasion inconvenience or otherwise affect the display of other Exhibitors.

19. Exclusion of Personnel

The NASUWT reserves the right in its absolute discretion to exclude or remove from the Exhibition any persons whose presence is or is likely to be undesirable, and the NASUWT may exercise such rights notwithstanding that any person is the representative or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

20. Facilities Provided

- (i) The NASUWT will provide the Space or Rooms with adequate heating, lighting and ventilation.

Heating, Lighting and Electric Power

- (ii) The Exhibitor may:
 - (a) use such electrical and other equipment as are approved by the NASUWT for use in the Space/Shell Scheme; and
 - (b) take such amounts of electricity (from the outlet installed for that purpose) as are reasonably required to operate the equipment referred to in paragraph (a).

Furniture Arrangements

- (iii) It is the Exhibitor's responsibility to provide furniture extra to that detailed on the booking form for their stand via the NASUWT Shell Scheme furniture supplier which will be detailed in the Exhibitor Manual.

Communications, Office Equipment and Office Services

- (iv) The NASUWT reserves the right to prohibit the use of radio transmitting equipment, including portable telephones/fax machines. All such equipment must be approved prior to use in the Venue by the NASUWT.

21. Films, Photographers, Videotapes

- (i) No film, videotapes or photographs of the interior of the Venue may be made or taken without the written permission of the NASUWT.
- (ii) No later than 30 days before the beginning of the Hire Period, the Exhibitor will inform the NASUWT in writing of the title and content of any films or videotapes which are to be shown in the Venue.
- (iii) The NASUWT reserves the right to prohibit, at any time, whether before or after the Hire Period has started, the showing of any film or videotape or the display of any photograph in the Venue.

22. Care of the Venue (in Accordance with the Venue's Terms and Conditions)

- (i) The Exhibitor will use the Venue so that it is at all times maintained in a clean, tidy and safe condition.
- (ii) The Exhibitor will ensure that no person:
 - (a) fixes anything to the structure or contents of the Venue;
 - (b) marks, soils or damages the structure or contents of the Venue;
 - (c) paints or constructs (save by way of approved prefabricated components) any object or structure inside the Venue;
 - (d) leaves anything in, or in any way obstructs, an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

23. Health and Safety

The Exhibitor and its representatives or agents will comply in all respects with the current Health and Safety at Work Act 1974 or regulations made thereunder and any legislation amending or consolidating the same and in particular but not limited to the clauses below.

Fire Precautions

- (i) All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

Hazardous Substances

- (i) The Exhibitor will ensure that no hazardous substance, article or equipment is brought into the Venue in connection with the Event.
- (ii) If, in the opinion of the NASUWT, the Exhibitor or any other person proposes to bring, or has brought into the Venue in connection with the Event, any substance, article or item of equipment that is potentially hazardous, the Exhibitor will ensure that any requirements the NASUWT may impose in relation to the transportation, storage, protection, use or other dealing with that substance, article or item of equipment are complied with.
- (iii) In this condition, a substance or article or an item of equipment is "Hazardous" if, in the opinion of the NASUWT, it may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to the Venue or its contents, or may create any risk to the health and safety of occupants of the Venue.

Electrical Equipment and Installations

- (i) The Exhibitor will ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Venue.
- (ii) The NASUWT may, at its sole discretion, require that any electrical equipment will not be used, and, if the NASUWT thinks fit, may require such equipment to be removed from the Venue.
- (iii) All temporary electrical installations are to be provided by approved electrical contractors and comply with the requirements of the current edition of IEE "Regulations for Electrical insertions".

24. Cleaning of the Venue

- (i) The Exhibitor will no later than the end of the Hire Period:
 - (a) remove from the Venue anything which has been brought into the Venue (other than things brought into the Venue by the NASUWT) for the purposes of, or in connection with, the Event;
 - (b) ensure that the Rooms are clean, undamaged and free from rubbish.
- (ii) If, in the opinion of the NASUWT, the Exhibitor has failed to comply with paragraph (i) of this condition, the NASUWT may, in place of the Exhibitor but at the Exhibitor's expense, do all that is necessary to comply with that paragraph.

25. Failure of Exhibitor to Vacate after the Hire Period

If the Exhibitor, or any representative, agent or contractor of it, fails to vacate the Rooms by the end of the Hire Period or to remove from the Venue anything brought into the Venue for the purposes of, or in connection with the Event, the Exhibitor will be liable to pay the NASUWT on demand:

- (a) without prejudice the costs recoverable under conditions 14 and 16, any costs incurred by the NASUWT as a result of that failure; and
- (b) the amount of any claim made against the NASUWT by any other person delayed in, or prevented from, obtaining access to the Rooms or the Venue for a subsequent event.

26. Disposal of Articles Left in the Venue

- (i) The NASUWT will have the right to remove and discard anything left in the Venue after the Hire Period has ended. If anything appears to the NASUWT to be an article of value, it may, if it thinks fit, store such an article. The NASUWT accepts no liability for the safekeeping of such stored articles; they are stored at the Exhibitor's sole risk.

Charges for Storage and Disposal

- (ii) The Exhibitor will be liable to pay the NASUWT's reasonable charges (which will be deemed to be charges payable under the Contract) for:
 - (a) doing whatever is necessary to ensure compliance with paragraph (i) of condition 24;
 - (b) storing anything in accordance with paragraph (i) of this condition.
- (iii) If the Exhibitor fails to pay the amounts which it is liable to pay under paragraph (ii) of this condition within 30 days of an invoice for those amounts being submitted, the NASUWT may sell any stored article and set off the proceeds of sale against any sum due to the NASUWT under the Contract.
- (iv) For the avoidance of doubt, it is hereby declared that the right of set off under paragraph (iii) of this condition is without prejudice to any other right of set off exercisable by the NASUWT.

27. Refreshments

The Exhibitor will not, and will ensure that persons entering the Venue in connection with the Event do not, bring into the Venue any food, liquor or other refreshments for consumption on the premises.

28. Soliciting Money

The Exhibitor will ensure that no person using the Venue is solicited for money, whether for charitable or any other purpose, without the written consent of the NASUWT.

29. Compliance with Statutes

The Exhibitor will ensure that all legislation relating to the use of the Venue for the Event, and any duty to obtain any licence or approval from any person or authority, is complied with.

30. Security Badges

- (i) The NASUWT reserves the right to request any person within the Venue to produce acceptable proof of identity.
- (ii) The NASUWT requires that any person within the Venue will wear a security badge issued either by the NASUWT, or by the Exhibitor after NASUWT approval.
- (iii) The NASUWT reserves the right to refuse to issue, or approve the issue of, a security badge to any person, and withdraw any security badge already issued.

31. Security Procedures

- (i) Notwithstanding any provision contained elsewhere in these Terms and Conditions, the entry of any person or anything into the Venue is conditional upon that person or thing complying with such security procedures as may at any time be in force.
- (ii) Without prejudice to the generality of paragraph (i), the NASUWT may require any person or thing to be searched, and may require any container or item of equipment to be opened for inspection.

32. Right to Eject

Notwithstanding any provision contained elsewhere in these conditions, the NASUWT reserves the right, in its sole discretion, to:

- (a) require a person, whether or not a security badge has been issued to that person, to leave the Venue or any part of the Venue;
- (b) refuse to permit anything to be brought into, or require anything to be removed from, the Venue or any part of the Venue.

33. Right of Entry

The NASUWT reserves the right to enter any part of the Rooms/Space/Shell at any time during the Hire Period.

34. Termination by the NASUWT for Breach or Anticipated Breach

- (i) If the Exhibitor, its representatives, employees, agents, consultants, sub-contractors, or licensees or invitees or any person using the Venue breaches or fails to observe or perform any of the Terms and Conditions of the Contract, or if the Exhibitor fails to secure their observance or performance or if it appears to the NASUWT that:
 - (a) the Exhibitor intends to use the Venue for any purpose other than the Event specified in the Contract; or
 - (b) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Venue or its contents; or
 - (c) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of the NASUWT;then the NASUWT may, without prejudice to any accrued rights against the Exhibitor, forthwith and without notice terminate the Contract.
- (ii) The Exhibitor will, immediately on such termination, vacate the Venue and cause all persons and things which it has caused to be in the Venue in connection with the Event to leave or be removed.
- (iii) The NASUWT will be entitled to retain all sums paid under the Contract, and the Exhibitor will be liable to pay forthwith the balance of any charges payable under or in connection with the contract, and any costs incurred by the NASUWT, or for which the NASUWT may become liable in connection with the Event.
- (iv) The Exhibitor will have no claims against the NASUWT for any loss or damage the Exhibitor sustains nor any liability the Exhibitor incurs in consequence of such termination by the NASUWT.

35. Termination by the NASUWT on Insolvency or Winding Up

- (i) The NASUWT may, without prejudice to any accrued rights against the Exhibitor, terminate the Contract without notice forthwith if:
 - (a) the Exhibitor is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Exhibitor makes an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or
 - (b) the Exhibitor being individual at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so; or
 - (c) the Exhibitor and any partner thereof at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so.

- (ii) In the event of such termination, the NASUWT will be entitled to retain any deposit or sum of money that has been paid, and the Exhibitor, his trustees in bankruptcy, receiver, liquidator or administrator will have no claim against the NASUWT in respect of such termination, nor for any liability, damage or loss the Exhibitor has sustained or may sustain in consequence of such termination.

36. No Fault Termination

- (i) If the Contract is terminated for any reason other than an event identified in clauses 9 or 35, then clause 36 will apply, without prejudice, to any other right or remedy of either party available under the Contract.
- (ii) The NASUWT may at any time by one month's written notice (a "Termination Notice") terminate the Contract.
- (iii) In that event, the NASUWT will refund the Exhibitor the whole of the amount received by the NASUWT from the Exhibitor in relation to the contract.

37. Force Majeure

- (i) The NASUWT will not be liable for any loss or damage caused by any interruption in or failure to provide any staff, Services or Rooms where such failure is due to causes beyond the control of the NASUWT.
- (ii) If the NASUWT, by reason of circumstances beyond its control, fails to provide the Rooms or a material part of the Rooms ready for use by the beginning of the Hire Period, then (unless the parties otherwise agree) the Contract will terminate forthwith. The NASUWT will be under no liability whatsoever to the Exhibitor or any sub-licensee for any loss or damage that they may sustain in consequence of such termination.
- (iii) If the Contract terminates under this condition, the Exhibitor will be repaid all sums paid under the contract, subject to the deduction of an amount equal to the sum of the costs incurred by the NASUWT up to the date of termination, and that part of the charges attributable to that part of the Hire Period that has elapsed prior to such termination.
- (iv) In this condition, 'causes beyond its control' includes, but is not limited to, fire, flood, riot, civil commotion, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas or other services, and the need to execute urgent repairs to the Venue.

38. Exhibitor's Liability

- (i) The Exhibitor will be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc is caused by the negligence of the NASUWT, its representatives or agents.
- (ii) The Exhibitor indemnifies the NASUWT against the costs or expenses incurred in respect of any claim brought against the NASUWT in relation to any of the matters referred to in paragraph (i).
- (iii) The phrase 'representatives or agents' mentioned in paragraph (i) will not include any person authorised by the NASUWT to provide a catering service at the Venue.

39. Insurance

- (i) The Exhibitor will take out before the Event and maintain during the Hire Period public liability insurance in respect of its liabilities:
 - (a) with an insurer approved by the NASUWT; and
 - (b) of an amount not less than two million pounds sterling.
- (ii) The Exhibitor will, at the request of the NASUWT, produce before the Event a certificate of insurance for inspection by the NASUWT.

40. Notices

- (i) Any notice or communications to be given to the Exhibitor may be sent by post to the address of the Exhibitor (or where the Exhibitor is contracting through an agent, that agent) appearing in the Contract or such other address of which the Exhibitor or that agent may have given the NASUWT written notice.
- (ii) If any notice or communication is sent by post, that notice or communication will be deemed to have been received on the date when, in the ordinary course of the post, it would have been delivered.

41. Variation

- (i) The Contract contains all the terms of the agreement made between parties and those terms will not be varied or added to except by a written agreement signed by both parties.
- (ii) No statement in any pamphlet or brochure issued by the NASUWT in connection with the Event constitutes a term of the contract, nor a representation in reliance upon which the Contract has been entered into.

42. Joint and Several Liability

If the expression 'the Exhibitor' includes more than one person, those persons will be jointly and severally liable under the terms of the Contract.

43. English Law

The parties agree that English Law will govern this Contract and the English Courts will have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Contract.

