

FIS 2019

FEDERATION OF INFECTION SOCIETIES CONFERENCE 2019

11- 14 NOVEMBER, EDINBURGH, UK

INVITATION TO EXHIBIT

HOSTED BY



ON BEHALF OF THE FEDERATION
OF INFECTION SOCIETIES



#FIS19

@MicrobioSoc



On behalf of the Microbiology Society, I am delighted to invite you to exhibit at the Federation of Infection Societies 2019 Annual Conference (FIS2019). This event is a unique collaboration of societies across the UK with interests in different aspects of Infectious Diseases and is a great opportunity to showcase your latest products, connect with key contacts and generate business leads.

Attracting over 600 delegates, this event brings together some of the best and most thoughtful minds from around the world to participate and inform.

Exhibiting at this event will offer you the unique opportunity to interact with Infectious Disease and Clinical Microbiology specialists, Biomedical Scientists, Infection Control Nurses, Basic Scientists and Pharmacists all under one roof.

FIS2019 is being held at the Edinburgh International Conference Centre (EICC) and over three days will see a programme packed with sessions covering the most important current issues facing infectious disease control, prevention, diagnosis and treatment.

I look forward to welcoming you to this event.



Professor Sheila Patrick
s.patrick@qub.ac.uk



Hosted by the Microbiology Society

WE ARE WELCOMING to anyone interested in microbes, their effects and their uses. Our reputation as a friendly, nurturing and approachable community, driven by the experience of a diverse set of members, is extremely important to us.

WE ARE TRANSPARENT and professional in everything we do. We believe that decisions should be informed by evidence and expertise, and that scientific methods form a robust and dependable way of developing reliable evidence.

WE ARE DEDICATED to our charitable aims. We are not for profit, and strive to ensure that all our resources are applied optimally to furthering the science of microbiology and its application.



Why Edinburgh

The city has long been the centre of education, particularly in the fields of medicine and the sciences. It has seven science parks within 30 minutes of the city centre which is home to more than three thousand researchers and one hundred market-leading companies. The combination of UNESCO World Heritage architecture and world-class attractions makes Edinburgh the perfect backdrop to hold FIS2019 as well as a breath-taking city to visit.

Situated at the heart of Scotland's beautiful capital city is the Edinburgh International Conference Centre (EICC). With Edinburgh's international airport only 10km (6 miles) away as well as excellent rail and road links getting to Edinburgh and the EICC from where-ever you are has never been easier.

Contact

FIS 2019

We have a team on hand to assist you with any questions about the event, exhibition or sponsorship opportunities:

Email: exhibitions@microbiologysociety.org

Telephone: +44 (0)207 685 2679



Exhibitor packages

FIS2019 is a unique event offering companies the opportunity to network and connect with a targeted group of individuals tailored for your products and services. The exhibition hall will be the central area where delegates will gather and network, and where the refreshments and catering will be held. It is also conveniently located near to the poster displays to maximise flow of traffic and footfall.

From making an impact with the Platinum or Gold packages, through to ready built shell schemes or area to build your own stand, we have a choice of packages to suit you.

MAJOR SPONSORSHIP PACKAGES	
PLATINUM SPONSOR £40,000 + VAT	GOLD SPONSOR £25,000 + VAT
Package includes: Platinum Sponsor 1 hour or 2 half hour symposia Exhibition Stand: • 6x6m stand with power socket, 2 spotlights, 1 table, 4 chairs Exhibitor Passes: • 10 delegate passes • 5 exhibitor passes Advertising: • Full page advert in the delegate programme • Company logo and profile in programme as a Platinum sponsor • Company logo on conference website as a Platinum sponsor • Company logo / Platinum sponsor on rotating holding slides around the venue	Package includes: Gold Sponsor 45-minute symposium Exhibition Stand: • 5x4m stand with power socket, 2 spotlights, 1 table, 2 chairs Exhibitor Passes: • 2 delegate passes • 3 exhibitor passes Advertising: • Half page advert in delegate programme • Company logo and profile in programme as a Gold sponsor • Company logo on conference website as a Gold sponsor • Company logo / Gold sponsor on rotating holding slides around the venue

Enquires / Booking

If you have any questions about the above, see the latest floor plan and availability or to book a package please contact:

Vicky McCulloch – Sales and Marketing Manager

Email: v.mcculloch@microbiologysociety.org

Telephone: +44 (0) 207 685 2679

EXHIBITION STAND SPACE

SPACE ONLY - £8,500 + VAT

This is perfect for companies who wish to build their own bespoke stand. A scaled plan and design visuals will need to be provided for assessment a minimum of one month before the start of build.

Package includes:

5x4m stand space
2 delegate passes
2 exhibitor passes

Note: Sockets, lighting, furniture and shell scheme are not provided in the cost.

SHELL SCHEME - £4,500 + VAT

This is a great solution for smaller companies that would like to benefit from a ready built professional exhibition stand.

Package includes:

3x3m shell scheme
Modular stand with grey polyweave covered panels (corner stands are open on 2x sides)
X1 nameboard with exhibitor name and stand number
Power socket, 2 spotlights, 1 table, 2 chairs
2 exhibitor passes

PICK AND MIX SPONSORSHIP OPTIONS

ADDITIONAL PASSES

Per pass	Full registration (3 days)	Registration (per day)
Exhibitor pass only	£155 + VAT	£80 + VAT
Full delegate pass	£355 + VAT	£155 + VAT

ADVERTISING IN CONFERENCE PROGRAMME (FULL COLOUR)

Full page advert	£2,500 + VAT
Half page advert	£2,000 + VAT

30 - MINUTE SYMPOSIUM - £15,000 +VAT

A unique opportunity to present a formal scientific presentation to a targeted audience, offering you the chance to connect, share your latest research and network with key delegates at the event. Please contact exhibitions@microbiologysociety.org for further information.

Contact

Stands will be allocated on a first come first served basis on completion of the booking forms. We have a team on hand to assist you with any questions about the event, exhibition or sponsorship opportunities. You can also request the latest availability and floor plan. Simply contact us:

Email: exhibitions@microbiologysociety.org

Telephone: +44 (0)207 685 2679

FEDERATION OF INFECTION SOCIETIES CONFERENCE 2019

11–14 NOVEMBER, EDINBURGH, UK

Exhibitor and Sponsorship Application Form

Company name <i>(To appear on promotional material)</i>	
Contact name	
Email address	
Contact number	

Are you a first-time exhibitor? ☐ No ☐ Yes

How did you hear about the Federation of Infection Societies Conference?

- ☐ Email ☐ Previous FIS conference ☐ Other conference
☐ Web search ☐ Recommendation ☐ Other

Product Category

We collect this information to better serve our exhibitors.

Please select as many categories that are relevant to your organisation:

- ☐ Academic institution ☐ Laboratory services ☐ Biotech organisation
☐ Medical equipment ☐ Not-for-profit organisation ☐ Diagnostic equipment
☐ Government agency ☐ Pharmaceutical company ☐ Other
☐ Publishing company ☐ Laboratory equipment

Information for invoicing purposes:

Name of organisation to be invoiced <i>(if different from above)</i>	
FAO/Name of contact <i>(if different from above)</i>	
Email address <i>(if different from above)</i>	
Company VAT number	
Address of organisation to be invoiced	
Currency of payment (£, €, \$)	
P.O. Number	

Please select your requirements:

MAJOR SPONSORSHIP PACKAGES

(see full details on page 4)

☐	Platinum sponsor	£40,000+ VAT
☐	Gold sponsor	£25,000+ VAT

EXHIBITION STAND SPACES

(see full details on page 5)

☐	Space only	£8,500+ VAT
☐	Shell scheme	£4,500+ VAT

PICK AND MIX OPTIONS (See full details on page 5)		PRICE per item	QUANTITY	TOTAL COST (price × quantity)
☐	3 days - additional full delegate pass	£355		£
☐	1 day - additional full delegate pass	£155		£
☐	3 days - additional exhibitor pass	£155		£
☐	1 day - additional exhibitor pass	£80		£
☐	Full page advert in conference programme	£2,500		£
☐	Half page advert in conference programme	£2,000		£
☐	30 - minute symposium	£15,000		£
Total				£

	1st choice	2nd choice	3rd choice
<i>Please indicate preferred stand number</i>			

VAT at the current UK rate (20%) will be added to the above costs. An invoice will be issued once your space allocation has been confirmed.

By signing this form, you agree to adhere to the Exhibition Terms and Conditions.

Signed		Date	
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Please send the completed form together with your company logo and website address to:
exhibitions@microbiologysociety.org

All exhibitors and those taking advantage of promotional opportunities at our Events are required to adhere to the following Terms and Conditions.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these Terms and Conditions.

Events: the Events being held by the Microbiology Society at the Location during the Conference Times.

Application: the application form signed by the Client and submitted to, and accepted by, the Microbiology Society.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Location: the address and location within that address at which the Event is being held as set out in the Application (but subject to any changes to such address and location under and in accordance these Terms and Conditions).

Exhibition Pack: the information pack supplied by the Microbiology Society to the Client setting out details of the Event. Any reference to Exhibition Pack in these Terms and Conditions shall exclude the Application and these Terms and Conditions.

Conference Times: the dates and times in which the Event is being held as set out in the Application (but subject to any changes to such dates and times under and in accordance these Terms and Conditions).

Client: the person who enters into the Contract with the Microbiology Society to take advantage of promotions and/or Exhibition Space at the Event.

Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the parties, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: the contract between the Microbiology Society and the Client to which these Terms and Conditions apply.

Exhibition Plan: where applicable for specific Events, the plan of the Location set out in the Exhibition Pack showing each of the Exhibition Spaces.

Exhibition Space: where applicable for specific Events, the individual exhibition spaces at the Location as set out in the Exhibition Plan.

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks 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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property 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.

Microbiology Society: The Microbiology Society, a company incorporated in England and Wales with company number 01039582 and whose registered address is at Charles Darwin House, Roger Street, London, WC1N 2JU.

Restoration Period: the period indicated in the Exhibition Pack as the period in which the dismantling of exhibitions is to take place.

Setting Up Period: the period indicated in the Exhibition Pack as the period in which the setting up of exhibitions is to take place.

Year: any period commencing on 1 January in any year and ending on 31 December in that same year.

1.2 Condition, schedule and paragraph headings do not affect the interpretation of these Terms and Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 A reference to one gender includes a reference to the other gender. Writing or written excludes faxes but includes e-mails

2. Contract Scope

2.1 The Client has the right to attend the Event at the Location during the Conference Times, and the benefits to be provided (and/or made available) to the Client by the Microbiology Society shall be those included in the package selected by the Client in the Application and further particularised in the relevant sections of the Exhibition Pack.

2.2 The Contract sets out the entire agreement and is comprised exclusively of the Application, these Terms and Conditions and such information in those section of the Exhibition Pack headed 'Important dates', 'Exhibitor packages', 'Pick and Mix' and sponsorship options and 'Exhibition space' as apply to the Package. Any other information set out in the Exhibition Pack is for information purposes only and is not intended to be binding.

2.3 The Client shall comply with each of those dates and deadlines set out in the Exhibition Pack under the heading 'Important dates' which are applicable to the Package together with any other reasonable deadlines notified by the Microbiology Society to the Client from time to time.

2.4 To the extent that there is a conflict between these Terms and Conditions, the Application and those aspects of the Exhibition Pack comprised in the Contract, the Application shall prevail over the Exhibition Pack and these Terms and Conditions, and the relevant aspects of the Exhibition Pack shall prevail over these Terms and Conditions.

3. Exhibition Space and Promotions

3.1 If the Package includes Exhibition Space:

(a) the Microbiology Society will use its reasonable endeavours to allocate the Client's preference as indicated in the Application however the Microbiology Society cannot guarantee that the Client's preference will be available and accordingly the Microbiology Society reserves the right to allocate alternative Exhibition Space;

(b) unless otherwise authorised in writing by the Microbiology Society, the Client shall refrain from delivering and/or installing its exhibit outside of the Setting Up Period and shall refrain from dismantling and/or removing its exhibit outside of the Restoration Period;

- (c) the Client shall keep and maintain its Exhibition Space in a safe, clean and tidy state and no later than the end of the Restoration Period, shall remove its exhibit in its entirety and shall leave its Exhibition Space in the condition it was in immediately before the Client's use of the same;
- (d) the Client (acting promptly) shall comply with all reasonable instructions issued by the Microbiology Society from time to time in connection with any exhibition or anything else which is displayed by the Client at the Exhibition Space allocated to the Client;
- (e) from the beginning of the Event to the end of the Event, any and all of the Client's goods, equipment, belongings and/or other materials used or kept by the Client at that Exhibition Space shall be at the sole risk of the Client and the Client shall be solely responsible for the security of the same;
- (f) the Microbiology Society reserves the right at any time to make alterations to the floor plan of the Exhibition as may be necessary in the best interests of the Exhibition as a whole and to alter the shape of the space allocated to the Client but this would not reduce the size of the allocated stand;
- (g) whilst the Exhibition Space allocated to the Client shall not be allocated to any other clients, it is nevertheless provided on a non-exclusive basis and such area shall remain accessible by Microbiology Society's authorised personnel and such other persons as are authorised by Microbiology Society from time to time.

3.2 If the Package includes promotions, any and all material or content which the Client wishes to incorporate or include as part of the relevant promotion or otherwise display at the Event shall be subject to the prior written approval of the Microbiology Society.

3.3 The Microbiology Society accepts no liability for the omission of the Client's name, details or logos from the Event advertisements in print or online, or other documentation in the event that such documentation has been produced prior to the Client entering into the Contract or by reason of the Client's failure to provide the necessary information and/or materials by the relevant deadlines for such inclusion specified in the relevant sections of the Exhibition Pack or otherwise notified to the Client by the Microbiology Society from time to time.

4. Payment Terms

4.1 The Client shall pay to the Microbiology Society the fees applicable to the Package as indicated in the Application. Unless expressly stated in the Application, all fees shall be exclusive of VAT, which, if applicable, will be charged in addition to the fees. Payment must be made to the Microbiology Society in accordance with the following terms:

- (a) bookings made during the previous Event held by the Microbiology Society in the Year immediately preceding the Year in which the Event is to be held, requires a 100% payment by the Client no later than 1 May in the Year immediately prior to the Year in which the Event is to be held;
- (b) bookings made following the previous Event held by the Microbiology Society in the Year immediately preceding the Year in which the Event is to be held, but before 31 January in the Year in which the Event is to be held, requires a 100% payment immediately upon booking;

4.2 The Client shall ensure that details provided on their registration form are correct for invoicing purposes. Any changes to the invoice or raising additional invoices will be charged for separately.

5. Termination

5.1 The Client shall be entitled to terminate the Contract without cause by giving not less than 90 days written notice to the Microbiology Society.

5.2 Without affecting any other right or remedy available to it, the Microbiology Society may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment;
- (b) the Client commits a material breach of any other term of the Contract;
- (c) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its 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) has any partner to whom any of the foregoing apply; or
- (d) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Client (being a company); or
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client (being a company); or
- (g) the holder of a qualifying floating charge holder over the assets of the Client (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client; or
- (i) the Client (being an individual) is the subject of a bankruptcy petition or order; or
- (j) any event occurs, or proceeding is taken, with respect to the Client if any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 5.3(c) to condition 5.3(i) (inclusive); or
- (k) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the Client's business.

5.3 If the Client gives notice to terminate without cause under condition 5.1:

- (a) which is received by the Microbiology Society before 31 January in the Year in which the Event is taking place, then the Client shall be entitled to a full refund of the fees paid to date less 15% of the fees paid, which the Microbiology Society shall be entitled to retain as a handling charge; or
- (b) which is received by the Microbiology Society on or after 31 January in the Year in which the Event is taking place, then the Client shall not be entitled to any refund of the fees paid by the Client to date.

5.4 If the Microbiology Society gives notice to terminate under condition 5.2, the Client shall not be entitled to any refund of the fees paid by the Client except to the extent that the Microbiology Society resells those elements of the Package to, and receives payment for the same from, another client (Third-Party Payment) in which case:

- (a) the Client, subject to condition 5.4(b), shall be entitled to a refund equal to that Third-Party Payment (which shall in any event not exceed the fees paid by the Client); and
- (b) the Microbiology Society shall be entitled to further deduct and retain from the refundable amount calculated in accordance with condition 5.4(a), an amount equal to all costs, expenses and other liabilities incurred by the Microbiology Society as a result of such termination (and/or the events giving rise to such termination) to the extent that the same exceeds that part of the fees (if any) which the Microbiology Society is already entitled to retain as a result of the calculation pursuant to condition 5.4(a).

5.5 If the Microbiology Society have to cancel an event, our liability is limited to a full refund of the Event package fee only. The Microbiology Society will not refund any travel or hotel costs associated with the cancellation of an event.

5.6 All cancellations must be made in writing and sent to conferences@microbiologysociety.org

6. Warranties

6.1 The Client warrants to the Microbiology Society that:

- (a) it has full right, title and authority to enter into and perform its obligations under the Contract;
- (b) it is the owner of all Intellectual Property in any material it supplies to the Microbiology Society and/or which it uses or displays at the Event, or where it is not the owner of such material, it has obtained all necessary consents and licences to use the same, and to grant such rights in connection with the same, as are necessary or desirable under or in connection with the Contract; and
- (c) to the best of its knowledge and belief, no material supplied by the Client to the Microbiology Society, or used by (or on behalf of) the Client, at or in connection with, the Event is libellous or defamatory of any person.

7. Force Majeure

7.1 The Microbiology Society shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from the Location being unfit or unavailable for occupancy for reasons beyond the control of the Microbiology Society or if it otherwise becomes impossible or impractical to hold the Event for reasons beyond the control of the Microbiology Society (including without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or internet failures, or malicious damage).

7.2 In the circumstances described in condition 7.1, the Microbiology Society shall be entitled (but not obliged) to:

- (a) change the Location and/or date of the Event;
- (b) curtail the Event; and/or
- (c) vary the scheduling of the Event installation, opening and dismantling and the programme.

7.3 If the period of delay or non-performance continues for 3 months or more, either party may terminate the Contract by giving 14 days written notice to the other party.

7.4 Subject to condition 7.5 and condition 7.6, the parties agree and acknowledge that the Microbiology Society shall not have any liability to the Client for any additional expenses or charges or any other loss or damage suffered by the Client as a result of any delay of the kind described in condition 7.1 or for any exercise by the Microbiology Society of its rights in condition 7.2.

7.5 In the event of termination by either party under condition 7.3, the Microbiology Society shall refund to the Client in full all fees paid by the Client to the Microbiology Society.

7.6 In the event that the Event receives a lack of interest and/or support, the Microbiology Society may terminate the Contract with immediate effect by giving written notice to the Client, in which case the Microbiology Society will refund to the Client all fees paid by the Client to the Microbiology Society.

7.7 The Client agrees and acknowledges that it will have no further claim whatsoever against the Microbiology Society, and the Microbiology Society shall have no further liability to the Client in respect of termination of the Contract by the Microbiology Society under and in accordance with condition 7.5 or condition 7.6, beyond the relevant refund of fees.

7.8 Condition 7.1, 7.4, 7.5, 7.6 and 7.7 shall survive termination of the Contract.

8. Confidential Information

8.1 Each party may have access to Confidential Information of the other party under the Contract. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known through no act or omission of the receiving party; or
- (b) was in the other party's lawful possession prior to the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

8.2 Each party shall hold the other's Confidential Information in confidence and shall not use the other's Confidential Information for any purpose other than that which is reasonably necessary for the implementation of the Contract and shall not make the other's Confidential Information available to any third party except:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with condition 8.2; or
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
- (c) to the extent permitted in writing by the party whose Confidential Information it is.

8.3 Condition 8 shall survive termination of the Contract.

9. Intellectual Property

9.1 The Client grants to the Microbiology Society a non-exclusive, royalty free licence to use the Client's logos, trademarks, trade names and corporate name and all Intellectual Property in any material supplied by the Client pursuant to the Contract, for the inclusion of the same in any materials to be included or displayed in any Exhibition Space (if included in the Package) and/or the inclusion of the same in any promotions (if included in the Package) and for the promotion and marketing of the Event.

9.2 Any such logos, trademarks, trade names, corporate name and/or other materials supplied by the Client shall be used by the Microbiology Society according to the format and specifications notified to the Microbiology Society by the relevant deadlines set out in the Exhibition Pack or as otherwise notified to the Microbiology Society by the Client except that if the Client fails to provide adequate format and specification information by the due date, the Microbiology Society shall be entitled to use its own judgment as to format and specification so as not to unreasonably delay printing and other production deadlines.

10. Social Media / Photography and Video Policies

10.1 The Client agrees to use the appropriate Event hash tag, as notified to the Client by the Microbiology Society, in all social media messaging when referring to the Event.

10.2 Photographing or videotaping any scientific sessions, workshops, scientific posters or delegates participating in the event by the Client at the Event is strictly prohibited.

10.3 The Microbiology Society reserves the right to refuse the Client the opportunity to participate in future Events or future sponsorship opportunities if the Client fails to comply fully with the provisions of condition 10.

11. Acceptable Content and Behaviour

- 11.1 The Client shall not include or disseminate any messages, content or materials that could be considered to be defamatory, derogatory, illegal or of a sexually explicit or discriminatory nature in any of its social media messaging pursuant to condition 10.1 or in any material supplied to the Microbiology Society for the purposes of the Contract or in anything to be displayed by or on behalf of the Client at the Event.
- 11.2 When attending the Event, the Client shall not do anything to prejudice the enjoyment of the Event by any other client or by any other person in attendance at the Event.

12. Indemnities

- 12.1 The Client shall indemnify the Microbiology Society in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Microbiology Society arising out of or in connection with:
- (a) any claim or allegation that any of the Client's logos, trademarks, trade names and/or corporate names and/ or any other Intellectual Property which the Client licenses (or purports to license) to the Microbiology Society under condition 9.1, infringes the Intellectual Property rights of any other person; and/or
 - (b) any breach by the Client of condition 11.1 and/or condition 11.2; and/or
 - (c) any damage to the premises at the Location and/or any fixtures and fittings at that premises.
- 12.2 Condition 12 shall survive termination of the Contract.

13. Liability

- 13.1 Nothing in the Contract shall limit or exclude the Microbiology Society's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 13.2 Subject to condition 13.1 and any other exclusion or limitation of liability set out elsewhere in these Terms and Conditions, the Microbiology Society shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; and
 - (g) any indirect or consequential loss.
- 13.3 Subject to condition 13.1 and without prejudice to any other exclusion or limitation of liability set out elsewhere in these Terms and Conditions, the Microbiology Society's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the fees paid by the Client under the Contract.
- 13.4 Condition 13 shall survive termination of the Contract.

14. General

Assignment and Other Dealings

- 14.1 The Microbiology Society may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 14.2 The Client shall not, without the prior written consent of the Microbiology Society, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

Variation and Waiver

- 14.3 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

Severance

- 14.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

Third-Party Rights

- 14.6 No one other than a party to the Contract shall have any right to enforce any of its terms.

Notices

- 14.7 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its relevant address set out in or referred to in condition 14.8 or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be sent by pre-paid first class post or other next working day delivery service or by email.
- 14.8 The relevant postal and email addresses for the service of notices to the Client shall be those set out in the Application. The relevant addresses for the service of notices to the Microbiology Society are as follows:
- Email: conferences@microbiologysociety.org and marked for the attention of Laura Crick, Head of Conferences and Events.
- Post: Charles Darwin House, 12 Roger Street, London, WC1N 2JU and marked for the attention of Eve Gould, Conference and Events Officer.
- 14.9 A notice or other communication shall be deemed to have been received, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or, if sent by email, one Business Day after transmission.

- 14.10 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

Governing Law and Jurisdiction

- 14.11 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



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Our members have a unique depth and breadth of knowledge about the discipline. The Society's role is to help unlock and harness the potential of that knowledge.