

# Annual Conference 2017

3-6 APRIL, EICC, EDINBURGH, UK



## INVITATION TO EXHIBIT

Microbiology Society, Conference Office, Charles Darwin House,  
12 Roger Street, London, WC1N 2JU, UK

Email: [conferences@microbiologysociety.org](mailto:conferences@microbiologysociety.org)

Tel: +44 (0)20 7685 2689

 [@MicrobioSoc](https://twitter.com/MicrobioSoc)  
[#Microbio17](https://twitter.com/Microbio17)

Join over 1,200 delegates for three and a half days  
of presentations, posters and networking.

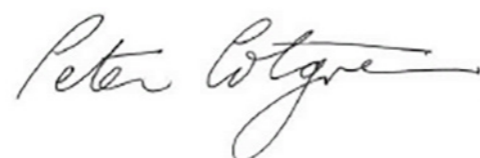
## Invitation to exhibit

*“On behalf of the Microbiology Society, I am delighted to invite you to exhibit at our Annual Conference 2017. Our conference is set to welcome over 1,200 delegates from over 20 countries and will be taking place in Scotland at the Edinburgh International Conference Centre (EICC).*

*Our conference programme offers you and your organisation the perfect opportunity to meet influential researchers and scientists from all areas of microbiology and provides you with a chance to showcase your products, to build leads and to demonstrate your support for the field.*

*We have developed our exhibition package to ensure we can incorporate all budgets and give you a range of valuable opportunities to engage with the conference delegates.*

*Don't miss out on the chance to connect with individuals involved at the cutting edge of microbiology.”*



Peter Cotgreave  
Microbiology Society Chief Executive



## About the Microbiology Society

The Microbiology Society is a membership organisation for scientists who work in all areas of microbiology.

It is the largest learned microbiological society in Europe with a worldwide membership based in universities, industry, hospitals, research institutes and schools.

The Society publishes key academic journals, organises international scientific conferences

and provides an international forum for communication among microbiologists and supports their professional development.

The Society promotes the understanding of microbiology to a diverse range of stakeholders, including policy-makers, students, teachers, journalists and the wider public, through a comprehensive framework of communication activities and resources.

## Destination Edinburgh

### Why Edinburgh?

Edinburgh is globally recognised as a world-leading authority in the sciences, technology and education. The Edinburgh Science Triangle is a collaboration of universities, research institutes, science parks and local authorities, all within 30 minutes of each other and close to the city centre and the EICC. Home to more than 3,000 researchers and 100 market-leading companies, it is a major part of Scotland's science and technology sector – a sector that continues to lead the world.

Edinburgh's status as a thriving scientific hub makes it an attractive destination for both delegates and exhibitors, and an obvious choice as the location for our 2017 Annual Conference.

### Accommodation

There are a huge range of affordable hotel rooms in and around Edinburgh. More than half of them are within an easy walk of the city centre and the EICC. This means that exhibitors and delegates are never far from the venue, making attendance at poster sessions, networking events and meetings easy for all.

### Connection

Edinburgh's international airport serves 120 destinations worldwide. Rail links run all over the UK, and it is easily accessed from Scotland's motorway network. Transport in the city itself is simple – buses, trams and taxis are in plentiful supply.



# Important dates

## 21 March 2016 – 24 March 2016

- Advance exhibition sales (available to 2016 exhibitors only).
- Exhibit application and signed terms and conditions must be submitted within these dates.
- 50% deposit must be received by 1 May 2016.

## 25 March 2016 – 30 April 2016

- Following the 2016 conference please contact the conferences office if you are interested in exhibiting. [conferences@microbiologysociety.org](mailto:conferences@microbiologysociety.org).
- 50% deposit must be received by 1 May 2016.

## 1 May 2016

- General exhibition sales opens online at [www.microbiologysociety.org/conferences](http://www.microbiologysociety.org/conferences).
- Exhibit application and signed terms and conditions must be submitted along with 50% deposit.
- Exhibitor Guide made available to confirmed exhibitors.
- Sponsorship package available online at [www.microbiologysociety.org/conferences](http://www.microbiologysociety.org/conferences).

## 1 December 2016

- Deadline to submit 100 word description for programme book.
- Deadline to submit artwork for adverts in the programme book.
- Deadline to submit artwork for rotating holding slides.
- Deadline to submit Passport to Prizes question and confirmation of prize.

## 31 January 2017

- Balance due on exhibit space.
- Exhibit applications and signed terms and conditions submitted after this date will require immediate payment in full.
- Cancellations received after this date will receive no refund.

## 2 April 2017

- Exhibitor Set-up (between 15:00–18:00)

## 3 April – 6 April 2017

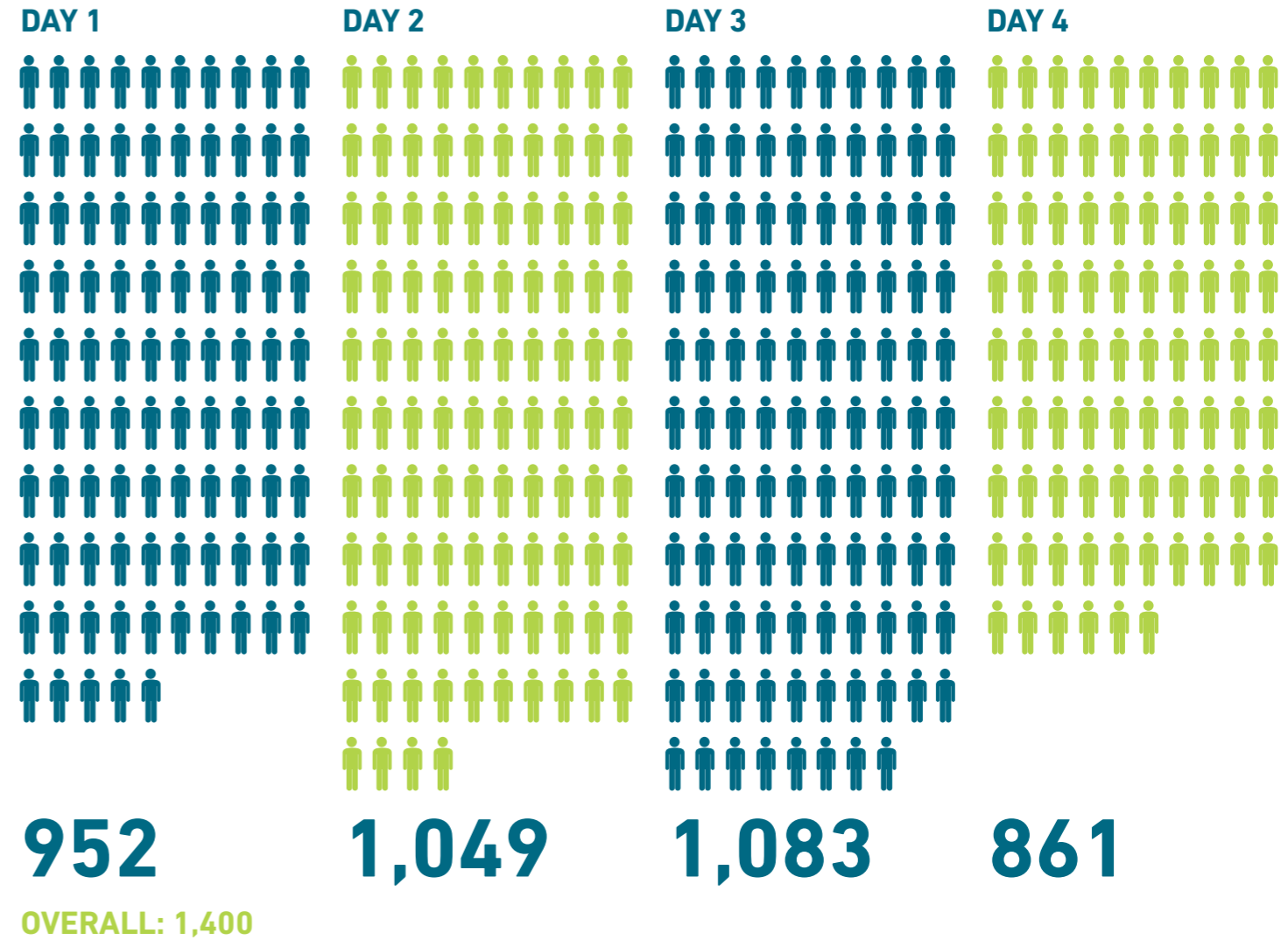
- Exhibition Hall open.

## 6 April 2017

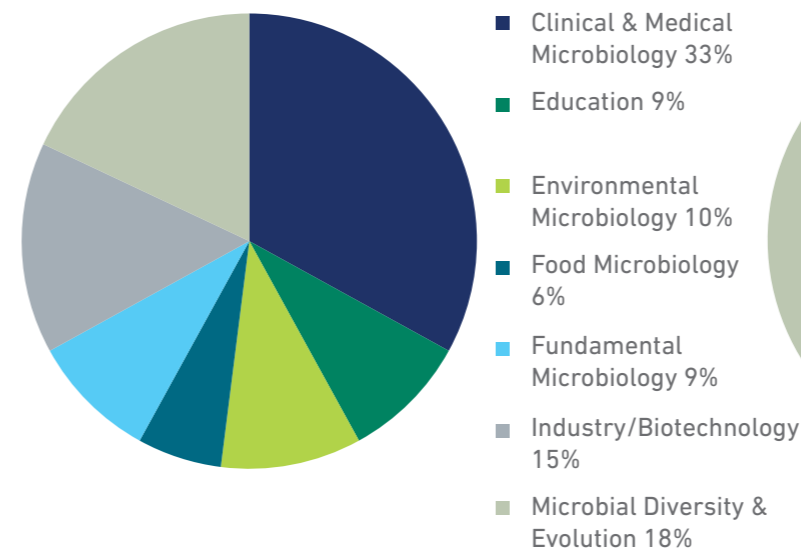
- Exhibition Hall closes at 13:00. Dismantling of exhibition stand must take place between 13:00–14:00.

# Conference data

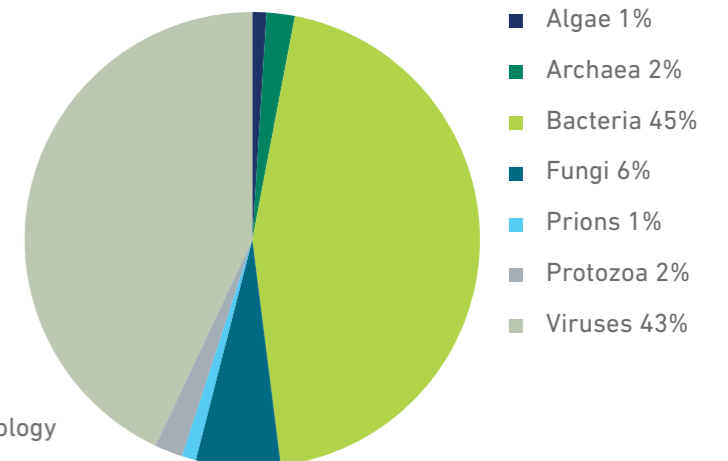
## Annual Conference 2016 daily footfall

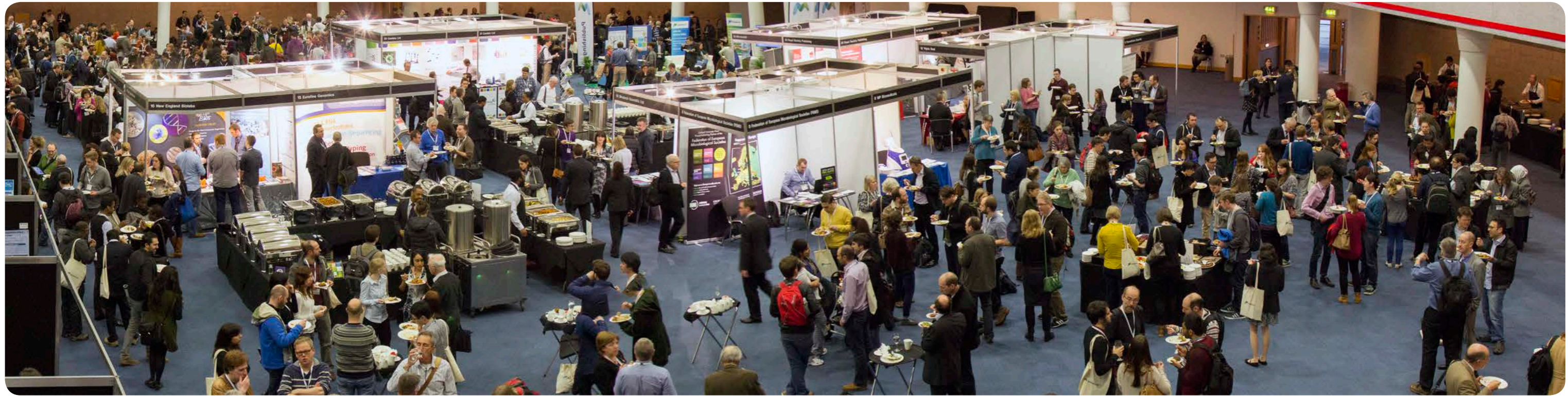


## Delegate's scientific expertise



## Delegate's area of research





## Conference features

Over  
**22**  
hours of trade time  
and networking  
opportunities

Delegates  
from over  
**20**  
countries  
worldwide

**29**  
scientific sessions  
including a live debate

Over  
**400**  
posters

Over  
**150**  
invited speakers from  
around the world who  
are leaders in their  
field of research

Over  
**300**  
talks/presentations

## PLUS

Inclusive drinks  
reception and  
poster sessions  
within the  
Exhibition Hall

Social  
programme  
and  
Live at Lunch  
events

Exhibitors  
'Passport to  
Prizes' with free  
prize draw

Inclusive  
lunch and  
refreshments for  
all exhibitors and  
delegates

### Show Hours:

Monday	11:00 – 12:00	13:00 – 14:30	15:30 – 16:30	19:00 – 21:00
Tuesday	11:00 – 12:00	13:00 – 14:30	15:30 – 16:30	19:00 – 21:00
Wednesday	11:00 – 12:00	13:00 – 14:30	15:30 – 16:30	19:00 – 21:00
Thursday	08:00 – 10:00	10:30 – 11:15	12:00 – 13:00	

For a full overview of our conference programme visit our website  
[www.microbiologysociety.org/conferences](http://www.microbiologysociety.org/conferences)

## Opportunities at Conference

To ensure delegates are directed to our exhibition space we have incorporated the 400 poster boards, refreshments stands and lunch stations in the same location.

We have also considered the flow of people, spacing out the catering points to maximise the footfall to each exhibitor.

Delegates can visit the exhibition each day during two coffee breaks, an extended lunch and the evening drinks reception and poster exhibition. On the final day of Conference we have included a breakfast feature and a lunch session with the Exhibition Hall closing at 13:00.

## Maximising footfall - 'Passport to Prizes'

To maximise the opportunity for delegates to meet our exhibitors, we will be promoting a 'Passport to Prizes' competition. Exhibitors take part by providing a prize in the competition and a question.

Conference attendees will be given a passport card in their delegate pack that will contain your exhibition stand name and number, and your question. Delegates are then required to visit your stand to find out the answer.

Completed passport cards are added to a free prize draw, with prizes presented to the winners during the Wednesday evening drinks reception.

The prize offered is at your discretion, but examples have included a box of chocolates, Amazon vouchers and a coffee machine.

## Conference packages

We have developed our conference exhibition options by creating Gold, Silver and Bronze packages for exhibitors to choose from, each of which provides significant savings on individually purchased elements.

We are also able to provide a personalised 'pick and mix' option, allowing you to create your own bespoke features to suit your budgets and needs.

All exhibitors wishing to purchase an exhibition stand will be required to attend the conference for the full three and half days of the event.

## Exhibitor Packages

GOLD PACKAGE	SILVER PACKAGE	BRONZE PACKAGE
Price: £4,000.00	Price: £3,000.00	Price: £2,500.00
<ul style="list-style-type: none"> <li>One exhibition stand as detailed below.</li> <li>One full-page colour advert in our printed conference programme.</li> <li>A5 full colour insert in our delegate bags.</li> <li>One full colour advert on our rotating holding screens around the venue for the duration of the event.</li> <li>One full colour advert on our rotating holding screens before each Prize Lecture in the main auditorium.</li> <li>Four full conference passes, including lunch, refreshments, evening drinks and access to scientific sessions.</li> </ul>	<ul style="list-style-type: none"> <li>One exhibition stand as detailed below.</li> <li>One half-page colour advert in our printed conference programme.</li> <li>A5 full colour insert in our delegate bags.</li> <li>Three full conference passes, including lunch, refreshments, evening drinks and access to scientific sessions.</li> </ul>	<ul style="list-style-type: none"> <li>One exhibition stand as detailed below.</li> <li>A5 full colour insert in our delegate bags.</li> <li>Two full conference passes, including lunch, refreshments, evening drinks and access to scientific sessions.</li> </ul>
Saving £900 compared to the equivalent pick and mix option	Saving £875 off the pick and mix option	Saving £700 off the pick and mix option

### Included in the price of each bundle will be:

- 3 x 2 m exhibition space for three and a half days
- Power socket
- Shell scheme build
- Panel for name
- One table
- Two chairs
- Two spotlights
- Conference delegate pack
- Delegate list (post-event)
- 100 word entry and logo in the printed conference programme
- Listing on the Society's website, with a link to the exhibitor's homepage
- Feature in our 'Passport to Prizes' prize draw
- One exhibitor pass, including lunch, refreshments and a conference delegate pack with all literature

## Pick and mix

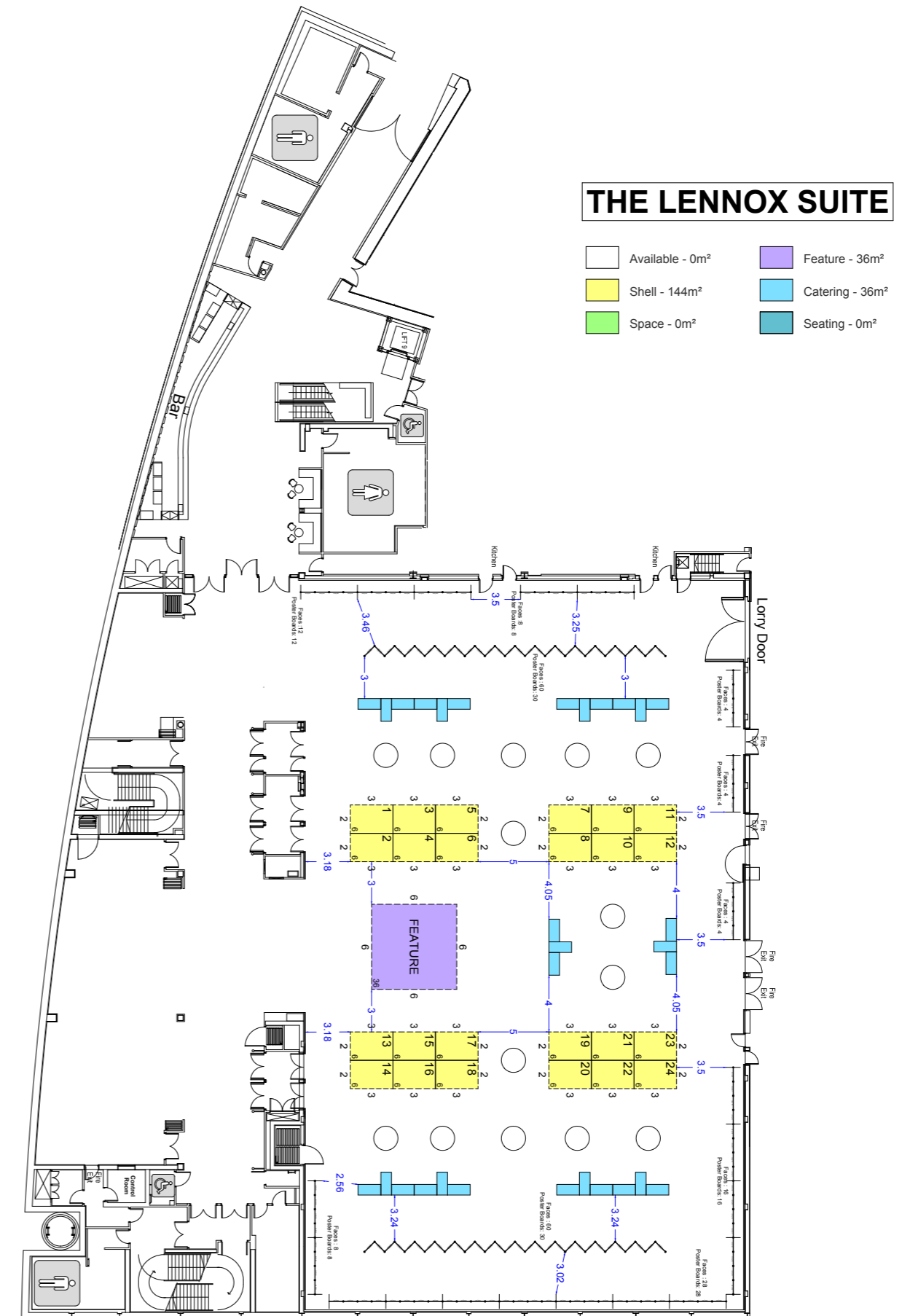
At our Annual Conference we can also provide a tailored package to meet your requirements. You can select from the options below and pay per choice.

A full price list is available within the booking form.

- One full-page colour advert in our printed conference programme.
- One half-page colour advert in our printed conference programme.
- A5 full colour insert in our delegate bags.
- One full colour advert on our rotating holding screens around the venue for the duration of the event.
- One full colour advert on our rotating holding screens before each Prize Lecture in the main auditorium.
- Additional full conference passes, including lunch, refreshments, evening drinks, access to the scientific sessions and a conference delegate pack.
- 3 x 2 m exhibition space for three and a half days to include:
  - 3 x 2 m exhibition space for three and a half days
  - Power socket
  - Shell scheme build
  - Panel for name
  - One table
  - Two chairs
  - Two spotlights
  - Conference delegate pack
  - Delegate list (post-event)
  - 100 word entry and logo in the printed conference programme
  - Listing on the Society's website, with a link to the exhibitor's homepage
  - Feature in our 'Passport to Prizes' prize draw
  - One exhibitor pass including lunch, refreshments and a conference delegate pack with all literature

Contact [conferences@microbiologysociety.org](mailto:conferences@microbiologysociety.org) for more details.

## Exhibition space



## Sponsorship opportunities

In 2017, we are introducing sponsorship opportunities to enable organisations to have a greater presence at the Annual Conference and support the Society at its biggest event of the year.

The following sponsorship opportunities are available:

- Onsite Wi-Fi – recognition in programme book and rotating holding screens around the venue for the duration of the event.
- Social programme – branding in programme book next to event listing and branding in event area on date of event.
  - Monday evening
  - Wednesday evening
- Drinks receptions - branding in programme book next to event listing and branding in event area on date of event.
  - Monday evening
  - Tuesday evening
  - Wednesday evening
- Co-branded pen – inserted into delegate bags.
- Co-branded Mints – inserted into delegate bags.
- Post-its - inserted into delegate bags.
- Co-branded notepads – inserted into delegate bags.

**Please contact [conferences@microbiologysociety.org](mailto:conferences@microbiologysociety.org) to discuss pricing and your requirements.**

# Annual Conference 2017

3–6 APRIL, EICC, EDINBURGH, UK

## Exhibitor and Sponsorship Application and Terms and Conditions

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

Are you a first-time exhibitor?  No  Yes

How did you hear about the Microbiology Society?

- Email
  Previous Society 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
  Laboratory equipment  
 Publishing company

Information for invoicing purposes:

<b>Name of organisation to be invoiced</b>	
<b>FAO / Name of contact</b>	
<b>Address of organisation to be invoiced</b>	
<b>Currency of payment</b>	
<b>Description (detail as you need it to appear on invoice)</b>	

**Please select your requirements:**

**Packages**

- Gold Package (including stand) £4,000 (Saving of £900)
- Silver Package (including stand) £3,000 (Saving of £350)
- Bronze Package (including stand) £2,500 (Saving of £175)

Pick and mix options (See full details on pages 9 & 10)		Price per item	Quantity	Total cost (Price x quantity)
<input type="checkbox"/>	Exhibition stand and package as detailed on pages 9&10	£1,900		£
<input type="checkbox"/>	Full conference pass as detailed on pages 9&10	£525		£
<input type="checkbox"/>	One advert in conference programme	£300		£
<input type="checkbox"/>	A5 insert in delegate bags	£250		£
<input type="checkbox"/>	Advert on holding screens around the venue	£200		£
<input type="checkbox"/>	One half- page advert in conference programme	£150		£
<input type="checkbox"/>	Advert on holding screens in the main auditorium	£150		£
<b>Total</b>				<b>£</b>

Please indicate preferred stand number (view the exhibition space online to confirm available space).	1st choice	2nd choice	3rd choice

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

- If applicable, we/I agree to be present on the stand allocated to us during show times on page 7 of the Exhibition Pack.
- We/I have included a high-res version of the organisation's logo and website address with the application to be included on the Microbiology Society's website.
- We/I would like to hear more about sponsorship opportunities.
- We/I agree to pay with application 50% of the total fee for exhibition requirements and the balance due by 31 January 2017. Applications received after 31 January 2017 must be submitted with full payment. Exhibition requirements will not be processed until payment terms are met.
- We/I agree to adhere to the terms and conditions below.
- Submission of this application by you shall amount to a contractual offer and no contract shall be concluded between you and us unless and until we have notified you (in accordance with conditions 14.7, 14.8 and 14.9 of the terms and conditions set out below) that we have accepted your offer.

<b>Signed</b>		<b>Date</b>	
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Please send the completed form to: [conferences@microbiologysociety.org](mailto:conferences@microbiologysociety.org)

# Terms and conditions

All exhibitors and those taking advantage of promotional opportunities at our Annual Conference 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.
- Annual Conference: the annual conference 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 Annual Conference 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 Annual Conference. 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 Annual Conference 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 Annual Conference.
- 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 contact between the Microbiology Society and the Client to which these terms and conditions apply.
- Exhibition Plan: the plan of the Location set out in the Exhibition Pack showing each of the Exhibition Spaces.
- Exhibition Space: 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, 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, 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.
- 1.7 Writing or written excludes faxes but includes e-mails.

## 2 Contract Scope

- 2.1 The Client has the right to attend the Annual Conference 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 '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 Annual Conference to the end of the Annual Conference, 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) 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 Annual Conference 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 Annual Conference 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 annual conference held by the Microbiology Society in the Year immediately preceding the Year in which the Annual Conference is to be held, require a 50% deposit to be paid by the Client no later than 1st May in the Year immediately prior to the Year in which the Annual Conference is to be held;
  - (b) bookings made following the previous annual conference held by the Microbiology Society in the Year immediately preceding the Year in which the Annual Conference is to be held, but before 31st January in the Year in which the Annual Conference is to be held, require 50% deposit to be paid immediately upon booking;
  - (c) all balances must be paid in full by the 31st January in the Year in which the Annual Conference is taking place;
  - (d) Bookings made after the 31st January in the Year in which the Annual Conference is taking place require payment in full immediately upon booking.

## 5 Termination

- 5.1 The Client shall be entitled to terminate the Contract without cause by giving not less than 14 days notice 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 31st January in the Year in which the Annual Conference 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 31st January in the Year in which the Annual Conference 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).

## 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 Annual Conference, 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 Annual Conference 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 Annual Conference 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 Annual Conference;
  - (b) curtail the Annual Conference; and/or
  - (c) vary the scheduling of the Annual Conference 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 Annual Conference 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 this 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 This 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 Annual Conference.
- 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 Annual Conference hash tag, as notified to the Client by the Microbiology Society, in all social media messaging when referring to the Annual Conference.
- 10.2 Photographing or videotaping any scientific sessions, workshops or scientific posters by the Client at the Annual Conference is strictly prohibited.
- 10.3 The Microbiology Society reserves the right to refuse the Client the opportunity to participate in future annual conferences or any other future event or future sponsorship opportunities if the Client fails to comply fully with the provisions of this 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 Annual Conference.
- 11.2 When attending the Annual Conference, the Client shall not do anything to prejudice the enjoyment of the Annual Conference by any other client or by any other person in attendance at the Annual Conference.

## 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 This 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 This 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](mailto:conferences@microbiologysociety.org) and marked for the attention of Laura Crick, Conference and Events Manager.
- Post: Charles Darwin House, 12 Roger Street, London, WC1N 2JU and marked for the attention of Laura Crick, Conference and Events Manager.
- 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.



Charles Darwin House,  
12 Roger Street, London,  
WC1N 2JU, UK  
[www.microbiologysociety.org](http://www.microbiologysociety.org)

The Microbiology Society is a membership organisation for scientists who work in all areas of microbiology. It is the largest learned microbiological society in Europe with a worldwide membership based in universities, industry, hospitals, research institutes and schools. The Society publishes key academic journals, organises international scientific conferences and provides an international forum for communication among microbiologists and supports their professional development. The Society promotes the understanding of microbiology to a diverse range of stakeholders, including policy-makers, students, teachers, journalists and the wider public, through a comprehensive framework of communication activities and resources.