

# Molecular Biology and Pathogenesis of Avian Viruses

**St Catherine's College,  
University of Oxford, UK  
3–4 September 2018**

@MicrobioSoc  
 #Avian18

**INVITATION  
TO EXHIBIT**



**Telephone**

+44 (0)20 7685 2679

**Email**

[exhibitions@microbiologysociety.org](mailto:exhibitions@microbiologysociety.org)

**Website**

[microb.io/avian18](http://microb.io/avian18)

# Invitation to exhibit

On behalf of the Microbiology Society, I am delighted to invite you to exhibit at our Focused Meeting.



This Focused Meeting will bring together influential researchers, academics and scientists to discuss the hot topics within key areas of microbiology. It is designed to offer you a unique opportunity to engage with key contacts, a great platform to showcase your products and help generate business leads within a friendly social setting.

We have packages to suit all budgets, from exhibition space through to sponsorship opportunities. Don't miss out on the chance to engage with individuals involved at the cutting edge of microbiology.

I look forward to welcoming you to this event.

A handwritten signature in black ink that reads "Peter Cotgreave". The signature is fluid and cursive, written on a white background.

Peter Cotgreave  
Microbiology Society Chief Executive

# About 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.

# Exhibitor and sponsor promotion guide

## TOPICS WILL INCLUDE

- Molecular biology and genetics of avian virus replication
- Tropism and host range restriction
- Host antiviral responses and virus immunomodulation
- Emerging and variant viruses
- New and improved approaches to the control of avian viruses
- Pathogenesis of avian viruses

## Promotional and sponsorship opportunities

### TABLE TOP STAND £1,000

Your presence at the meeting is invaluable. Being on-site allows you to directly interact with delegates from all around the globe. A table and two chairs will be provided for you to set up as you wish. We are happy to include lunch, tea and coffee, and the drinks reception for two of your representatives in this cost.

### A5 ADVERT IN PROGRAMME BOOK £250

The programme book contains all logistical and programme information, and is distributed to all delegates for use throughout the meeting. Opportunities exist to advertise (A5, full colour) on the inside pages.

### DISPLAY TABLE LITERATURE £200

Literature will be displayed on the registration desk. Sponsors will be able to display A4/A5 literature (subject to approval by the Society) to all delegates attending the conference.

### DRINKS RECEPTION SPONSORSHIP £500

We are offering the opportunity to sponsor the evening drinks reception. This will be advertised in the programme book, online and at the venue. The reception will take place where the posters are presented, allowing delegates to enjoy a beverage after a full day of the conference, view the posters, network with others and speak to exhibitors.

### SOCIAL PROGRAMME EVENTS SPONSORSHIP £500

We are offering the opportunity to sponsor the social programme. The social programme events are usually held at an external venue away from the conference hall, allowing delegates to network and enjoy the social aspects of the conference. Sponsors will be advertised in the programme book, online and at the venue. To find out more please contact [exhibitions@microbiologysociety.org](mailto:exhibitions@microbiologysociety.org).

## EXHIBITION OPEN TIMES:

The exhibition hall will be open to delegates during all breaks and poster sessions.

# Molecular Biology and Pathogenesis of Avian Viruses

## 3–4 SEPTEMBER 2018, ST CATHERINE'S COLLEGE, UNIVERSITY OF OXFORD, UK

### Exhibitor and Sponsorship Application Form

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

**Please select your requirements:**

<b>PROMOTIONAL AND SPONSORSHIP OPPORTUNITIES</b> (See full details on page 1)		<b>PRICE per item</b>	<b>QUANTITY</b>	<b>TOTAL COST</b> (price × quantity)
<input type="checkbox"/>	<b>TABLE TOP STAND</b> If bringing equipment, please indicate number of items and approximate weight	£1,000		£
<input type="checkbox"/>	<b>A5 ADVERT IN PROGRAMME BOOK</b>	£250		£
<input type="checkbox"/>	<b>DISPLAY TABLE LITERATURE</b>	£200		£
<input type="checkbox"/>	<b>DRINKS RECEPTION SPONSORSHIP</b>	£500		£
<input type="checkbox"/>	<b>SOCIAL PROGRAMME EVENTS SPONSORSHIP</b>	£500		£
			<b>TOTAL</b>	<b>£</b>

**Brief company description (max 100 words):**

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](mailto:exhibitions@microbiologysociety.org)

# Destination



## **St Catherine's College, University of Oxford, UK**

The Focused Meeting will be held in the Junior Common Room (JCR) Suite located on the University of Oxford's St Catherine's College campus. The exhibition will be held directly outside of the lecture theatre, in the JCR lounge.

The lounge is an informal, communal area for delegates to visit the exhibition, view the posters and help themselves to tea or coffee, making it an ideal space for you to network and generate business leads within a social setting.

## **About Oxford**

Oxford is a beautiful and historic city with much to offer tourists. Should you wish to extend your stay outside of the conference, you can find some ideas on what to see on the Visit Britain website: [www.visitbritain.com](http://www.visitbritain.com).



**MICROBIOLOGY**  
SOCIETY

## ADDITIONAL EVENTS

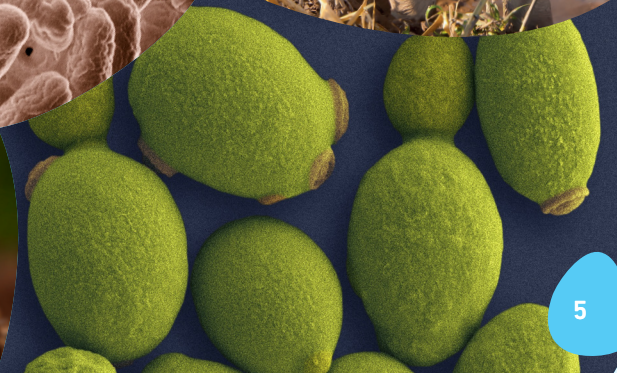
# 2018

The Microbiology Society holds a number of additional Focused Meetings throughout the year, as well as the Microbiology Society's hugely successful Annual Conference.

Exhibition and sponsorship opportunities are available at any of our events, enabling you to reach target audiences within key topics of microbiology.

There are a wide range of options to suit all budgets, including multi-event packages.

For further information please contact [exhibitions@microbiologysociety.org](mailto:exhibitions@microbiologysociety.org) or visit our Events page online.



# Terms and conditions

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](mailto: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](mailto: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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The Microbiology Society is a membership charity for scientists interested in microbes, their effects and their practical uses. It is one of the largest microbiology societies in Europe with a worldwide membership based in universities, industry, hospitals, research institutes and schools.

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.