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.
• 50% deposit must be received by 1 May 2016.

1 May 2016
• General exhibition sales opens online at 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.

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

<table>
<thead>
<tr>
<th>DAY 1</th>
<th>DAY 2</th>
<th>DAY 3</th>
<th>DAY 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>952</td>
<td>1,049</td>
<td>1,083</td>
<td>861</td>
</tr>
</tbody>
</table>

OVERALL: 1,400

Delegate’s scientific expertise

- Clinical & Medical Microbiology 33%
- Education 9%
- Environmental Microbiology 10%
- Food Microbiology 6%
- Fundamental Microbiology 9%
- Industry/Biotechnology 15%
- Microbial Diversity & Evolution 18%

Delegate’s area of research

- Algae 1%
- Archaea 2%
- Bacteria 45%
- Fungi 6%
- Prions 1%
- Protozoa 2%
- Viruses 43%
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
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

<table>
<thead>
<tr>
<th>GOLD PACKAGE</th>
<th>SILVER PACKAGE</th>
<th>BRONZE PACKAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price: £4,000.00</td>
<td>Price: £3,000.00</td>
<td>Price: £2,500.00</td>
</tr>
<tr>
<td>• One exhibition stand as detailed below.</td>
<td>• One exhibition stand as detailed below.</td>
<td>• One exhibition stand as detailed below.</td>
</tr>
<tr>
<td>• One full-page colour advert in our printed conference programme.</td>
<td>• One half-page colour advert in our printed conference programme.</td>
<td>• A5 full colour insert in our delegate bags.</td>
</tr>
<tr>
<td>• A5 full colour insert in our delegate bags.</td>
<td>• A5 full colour insert in our delegate bags.</td>
<td>• Three full conference passes, including lunch, refreshments, evening drinks and access to scientific sessions.</td>
</tr>
<tr>
<td>• One full colour advert on our rotating holding screens around the venue for the duration of the event.</td>
<td>• One full colour advert on our rotating holding screens before each Prize Lecture in the main auditorium.</td>
<td>• Four full conference passes, including lunch, refreshments, evening drinks and access to scientific sessions.</td>
</tr>
</tbody>
</table>

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 for more details.
## 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 to discuss pricing and your requirements.

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### Annual Conference 2017

**3–6 APRIL, EICC, EDINBURGH, UK**

**Exhibitor and Sponsorship Application and Terms and Conditions**

<table>
<thead>
<tr>
<th>Company name</th>
<th>(To appear on promotional material)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
<tr>
<td>Contact number</td>
<td></td>
</tr>
</tbody>
</table>

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

**How did you hear about the Microbiology Society?**  
- Email  
- Web search  
- Previous Society conference  
- Recommendation  
- Other conference  
- 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:**

<table>
<thead>
<tr>
<th>Name of organisation to be invoiced</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FAQ / Name of contact</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address of organisation to be invoiced</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Currency of payment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Description (detail as you need it to appear on invoice)</strong></td>
<td></td>
</tr>
</tbody>
</table>
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.

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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per item</th>
<th>Quantity</th>
<th>Total cost (Price x quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibition stand and package as detailed on pages 9&amp;10</td>
<td>£1,900</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>Full conference pass as detailed on pages 9&amp;10</td>
<td>£525</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>One advert in conference programme</td>
<td>£300</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>A5 insert in delegate bags</td>
<td>£250</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>Advert on holding screens around the venue</td>
<td>£200</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>One half-page advert in conference programme</td>
<td>£150</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>Advert on holding screens in the main auditorium</td>
<td>£150</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>£</td>
<td>£</td>
</tr>
</tbody>
</table>

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'll agree to be present on the stand allocated to us during show times on page 7 of the Exhibition Pack.
- We'll 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'll like to hear more about sponsorship opportunities.
- We'll 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'll 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.

Signed: ______________ Date: ______________

Please send the completed form to: conferences@microbiologysociety.org

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**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 with 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 with these Terms and Conditions).

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.

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 2JL.

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 sections of the Exhibition Pack head ‘Important Dates’, ‘Exhibition Pack’, ‘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 these dates and deadlines set out in the Exhibition Pack under the heading ‘ImportantDates’ 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 this 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.
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 The Client shall be entitled to terminate the Contract with immediate effect by giving written notice to the Client if:
(a) the Client fails to pay any rent 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) is therein declared by court; and
(d) it is reasonably apprehended by the Client that the Client’s business is being conducted in any manner as would make it likely that the Client’s business is being wound up by the court;
(e) a petition of bankruptcy is presented; or
(f) an application is made to, or an order is made, for the appointment of an administrator or if a scheme of arrangement is approved, an administrator is appointed over the Client (being a company); or
(g) a person becomes entitled to appoint a receiver over the assets of the Client (acting promptly) shall comply with all reasonable instructions of the Microbiology Society in connection with the winding up of the Client’s business;
(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 proceedings are taken, with respect to the Client if any jurisdiction to which it is subject 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) there is a winding up or any other judicial or administrative process for the disposal of the Client’s assets; or
(l) the Client is or becomes publicly known through no act or omission of the other party under the Contract. A party’s Confidential Information of the other party shall not be disclosed to any third party except:
(a) to its employees, agents, subcontractors or advisors who need to know such Confidential Information, in confidence, to perform the Contract;
(b) to its customers or partners in connection with the performance of the relevant services; or
(c) to its privies in connection with any sale or disposal of all or any part of its business or assets; or
(d) to any other party to the Contract.

5.3 If the Client gives notice to terminate without cause under condition 5.1, the Microbiology Society shall be entitled to a refund of any Third Party Payment which shall be 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 Client that the sum so recovered exceeds that part of (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) the Client has full right of title to enter into and perform its obligations under the Contract;
(b) it is the owner of all Intellectual Property in any material it intends to supply to the Microbiology Society and/or in the format in which it uses or displays at the Annual Conference, or where it is not the owner of such material, it has obtained all necessary permissions to use the same; and
(c) it has the necessary rights to the format and specification so as not to unreasonably delay performance of the Client’s obligations under the Contract. A party’s Confidential Information of the other party shall not be disclosed to any third party except:
(a) to its employees, agents, subcontractors or advisors who need to know such Confidential Information, in confidence, to perform the Contract;
(b) to its customers or partners in connection with the performance of the relevant services; or
(c) to its privies in connection with any sale or disposal of all or any part of its business or assets; or
(d) to any other party to the Contract.

7 Force Majeure

7.1 The Microbiology Society shall not be in breach of the Contract, or liable to perform, any of its obligations under the Contract if such delay or failure results from the Location being unfit or unsuitable or from any circumstances beyond the control of the Microbiology Society or if it otherwise becomes impossible to perform the Contract 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 schedule 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 7.3, the parties agree and acknowledge that the Microbiology Society shall not have any liability to the Client for any additional expenses or charges which the Client incurs or suffers as a result of any delay of the kind described in condition 7.1 or 7.3 or otherwise notified to 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 case the Microbiology Society shall refund to the Client all fees paid by the Client to the Microbiology Society.

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 of the other party shall not be disclosed to any third party except:
(a) to its employees, officers, representatives, subcontractors or advisors who need to know such Confidential Information, in confidence, to perform the Contract;
(b) to its customers or partners in connection with the performance of the relevant services; or
(c) to its privies in connection with any sale or disposal of all or any part of its business or assets; or
(d) to any other party to the Contract.

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, agents, subcontractors or advisors who need to know such Confidential Information, in confidence, to perform the Contract; or
(b) to its customers or partners in connection with the performance of the relevant services; or
(c) to its privies in connection with any sale or disposal of all or any part of its business or assets; or
(d) to any other party to the Contract.
10 Social Media / Photography and Video Policies

10.1 The Client agrees to use the appropriate Annual Conference hashtag, 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 11.2 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 subcontraot 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, 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.
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.