

Sponsorship Terms and Conditions (University Conference)

1. DEFINITIONS

“University” means the University of Bristol, a body incorporated by Royal Charter under company number RC000648 having its administrative office at Beacon House, Queens Road, Bristol, BS8 1QU.

“Event” means the conference or related activities in respect of which the Sponsorship Package is sold.

“Intellectual Property Rights” means all intellectual property rights of any kind anywhere in the world, whether registered or unregistered, including copyrights, patents, trade marks, service marks, design rights, rights in databases, trade secrets, know-how, and all applications for, and rights to apply for, any of the foregoing.

“Sponsor” means the individual or organisation purchasing sponsorship.

“Sponsorship Fee” means the fee payable in respect of an individual Sponsorship Package for an Event, as shown when a purchase is made via the Event page.

“Sponsorship Package” means any promotional opportunity (including banners, exhibition tables, or delegate pack materials) full details of which are set out on the Event page.

“Terms” means these terms and conditions.

2. ACCEPTANCE OF TERMS

- 2.1. Purchase of a Sponsorship Package constitutes acceptance of these Terms and forms a binding agreement between the Sponsor and the University.

3. NO ENDORSEMENT

- 3.1. Nothing in any Sponsorship Package constitutes endorsement by the University of the Sponsor, its products, services, or views.
- 3.2. Sponsors must not represent, expressly or impliedly, that the University endorses them without prior written approval.

4. SPONSORSHIP PACKAGES

- 4.1. Sponsorship opportunities are subject to availability and may be limited in number.
- 4.2. The University reserves the right to:
 - (a) allocate and position sponsorship assets at its discretion;
 - (b) make reasonable changes to Sponsorship Packages where necessary for operational or academic reasons; and / or
 - (c) refuse sponsorship where it considers it inconsistent with the University's values, policies, or legal obligations.
- 4.3. Sponsorship does not confer exclusivity unless explicitly stated in writing.

5. PAYMENT TERMS

- 5.1. All Sponsorship Fees must be paid in full in advance.
- 5.2. Sponsorship is not confirmed until payment is received in GBP in cleared funds.
- 5.3. All amounts are exclusive of VAT unless stated otherwise.

6. SPONSOR OBLIGATIONS

6.1. The Sponsor must:

- (a) supply all materials (e.g. artwork, inserts) by stated deadlines;
- (b) comply with all applicable laws, guidance, and regulatory requirements; and
- (c) comply with all University policies provided or referenced (including equality, diversity, sustainability, and ethical standards).

6.2. The Sponsor warrants that its materials:

- (a) do not infringe third-party rights;
- (b) are factually accurate and not misleading
- (c) will not be subject to applicable export control rules by virtue of their being provided to and / or use and displayed by the University for the purposes of the Sponsorship Package; and
- (d) are appropriate for an academic and professional audience.

7. APPROVAL OF MATERIALS

7.1. All Sponsor materials are subject to prior approval by the University.

7.2. The University may refuse, remove, or require amendment of any material that:

- (a) conflicts with University values or policies;
- (b) may reasonably cause offence or reputational harm; or
- (c) relates to restricted or sensitive sectors (including but not limited to tobacco, weapons, or other regulated industries, at the University's discretion).

8. CONFIDENTIALITY

8.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party:

- (a) other than to its personnel, advisers or sub-contractors who need to know, and only to the extent they need to know, such information for the performance of the party's obligations under the agreement; or
- (b) as may be required by law or a court of competent jurisdiction. The parties shall not use (or allow use of) such confidential information for any purpose other than to perform their obligations under this agreement.

9. INTELLECTUAL PROPERTY

9.1. The University and the Sponsor acknowledge as follows:

- (a) all Intellectual Property Rights in the Sponsor's logos, brands and materials shall be the sole and exclusive property of the Sponsor and, save as expressly provided in clause 10.1, the University shall not acquire any rights in the same; and
- (b) all Intellectual Property Rights in the University's logos, brands and materials shall be the sole and exclusive property of the University and, save as expressly provided in clause 10.2, the Sponsor shall not acquire any rights in the same.

10. USE OF LOGO AND BRANDING

10.1. The Sponsor grants the University the right to use its name and logo for promotion of the Event and (to the extent applicable to the Sponsorship Package) to display the Sponsor's name and logo on materials at the Event or distributed in the lead up to it (whether physical or digital).

10.2. The Sponsor may only use the University's name, crest, or logo:

- (a) with prior written permission; and
- (b) in accordance with the University's brand guidelines.

11. EVENT DELIVERY AND ACADEMIC INTEGRITY

- 11.1. The University retains full control over the Event programme, speakers, and content.
- 11.2. Sponsorship does not confer any influence over academic content, speaker selection, or research outputs.

12. CANCELLATION AND REFUNDS

- 12.1. Sponsorship Fees are non-refundable except as set out below
- 12.2. If the Sponsor cancels, no refund shall be provided.
- 12.3. The University may cancel a Sponsorship Package or the Event where necessary. In such cases, it will:
 - (a) offer an alternative where reasonably possible; or
 - (b) refund the Sponsorship Fee paid.

13. EVENT CHANGES AND FORCE MAJEURE

- 13.1. The University may change the format, timing, or location of the Event, including moving to a virtual or hybrid format.
- 13.2. The University shall not be liable for failure or delay caused by circumstances beyond its reasonable control.

14. LIABILITY

- 14.1. Nothing in this agreement shall limit or exclude a party's liability:
 - (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for or any other liability which cannot be limited or excluded by applicable law.
- 14.2. Subject to clause 14.1, the University shall not be liable for:
 - (a) indirect or consequential loss; or
 - (b) loss of business, profits, or opportunity.
- 14.3. Subject to clause 14.1, the University's total maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the Sponsorship Fee paid.

15. HEALTH, SAFETY, AND CONDUCT

- 15.1. Sponsors attending in person must comply with all University policies, venue rules, and health and safety requirements.
- 15.2. The University reserves the right to remove any Sponsor representative whose behaviour is inappropriate or non-compliant.

16. INSURANCE

- 16.1. The Sponsor confirms that it shall arrange a comprehensive insurance policy (or policies), at its sole cost, for the following:

- (a) public liability at the venue where the Event will take place, during the course of the Event, in respect of any materials or goods owned or controlled by the Sponsor, which, in respect of any individual claim provides cover of not less than five million pounds (£5,000,000);
- (b) (where Sponsor personnel will physically attend the Event) employer's liability insurance which, in respect of any individual claim provides cover of not less than five million pounds (£5,000,000);
- (c) loss, theft or damage to any of the Sponsor's materials or goods owned or controlled by the Sponsor; and
- (d) to cover any loss, damage or claim arising directly or indirectly from the public's use of the specific product or services being promoted by the Sponsor, together with all other goods or services associated with the Sponsor's materials or products.

16.2. The University confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance.

16.3. Each party shall (upon the other party's written request) promptly provide full details of its insurance cover, including the name of the insurer, scope of cover, limits of indemnity, and period of cover, together with copies of the relevant policy documents or certificates of insurance as evidence that such cover is in place and maintained.

16.4. Compliance with this clause shall not relieve a party of any liability under this agreement nor limit its liability to the amount of any insurance cover maintained.

17. DATA PROTECTION

17.1. Both parties shall comply with UK data protection law, including the UK GDPR, to the extent applicable to meet their obligations under this agreement.

17.2. Sponsors are not permitted to collect or use delegate personal data except where agreed in writing with the University and in compliance with applicable legislation.

18. TERMINATION

The University may terminate the agreement without refund if the Sponsor:

- (a) breaches these Terms;
- (b) fails to comply with University policies; or
- (c) engages in conduct that may harm the University's reputation.

19. GENERAL

19.1. **Assignment.** The Sponsor may not transfer its sponsorship without prior written consent.

19.2. **Entire Agreement.** These Terms constitute the entire agreement relating to the Sponsorship Package.

19.3. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.4. **Governing Law and Jurisdiction.** These Terms are governed by the laws of England and Wales, and disputes shall be subject to the jurisdiction of the courts of England.