

THIS ORDER MUST BE CONFIRMED BY EMAIL OR BY SIGNING THIS FORM AND RETURNING BY FAX
Please ensure that you return all attached forms.

Quote Number 00034913
Prepared By (Name) [REDACTED]
Contact Name [REDACTED]
Account Name National Guardian's Office
Bill To 151 Buckingham Palace Road, London
SW1W 9SZ
UNITED KINGDOM
Phone
Fax
Email [REDACTED]

Purchase Order No.

Our Reference W-606478

Order Description

Product	Start Date	End Date	Quantity	Cost Per Unit	Total
HSJ Awards Category Partner	21/11/2019	21/11/2019	1.00	GBP 16500.00	GBP 16500.00

Grand Total: GBP 16500.00

*HSJ Awards 2019 Category Partnership (includes 2 tables)

Please place the order detailed above and invoice me accordingly

CLIENT SIGNATURE:

Henrietta Hughes

DATE:

29.01.2019

VAT will be added where applicable unless a customer is exempt for the purpose of VAT.

You also agree to process this order for payment as soon as possible, and confirm that you are authorised to enter into this agreement in its entirety.

TERMS & CONDITIONS

Awards Entries - Terms of Business

General Terms of Business

Thank you for choosing WHL to support you and your business.

1. How your Agreement with WHL works

1. Your Agreement with WHL is made up of the relevant Order Form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
2. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
3. This Agreement is a contract between the client organisation or individual identified as such in the order form for the relevant WHL products and services ('Order Form') and Wilmington Healthcare Ltd a company incorporated in England and Wales under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London E1 8QS ('WHL').

2. General Terms of Business – Boilerplate Terms

1. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
2. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time by posting an update on its principal website. It is your responsibility to check that website from time to time and to review the most up-to-date version of these General Terms of Business and the relevant Terms and Conditions.
3. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
4. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
5. Notices required under this Agreement will be sent by email to the relevant party's address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
6. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand's websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.

7. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
8. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
9. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
10. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
11. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
12. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
13. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
14. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
15. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
16. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
17. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's [Privacy Policy](#)

3. Anti-Bribery and Sanctions

1. You warrant that you will:
 1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 2. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 3. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.
2. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.
3. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Awards Entries Terms of Business

When you apply to enter into a competition for an award in recognition of a particular achievement run by WHL (an 'Award'), your agreement will be subject to the terms and conditions below ('Awards Entries Terms and Conditions').

1. Scope of these Awards Entries Terms and Conditions

1. These Awards Entries Terms and Conditions govern your application for entry into the Awards (as defined on the relevant entry form, which for the purposes of this Agreement will be deemed to be the Order Form).
2. The Awards are organised by WHL.
3. WHL will publish entry criteria for each Award and will make those entry criteria available on the relevant WHL-operated website.

2. Awards Entries

1. Awards entrants must be at least 16 years of age at the date of entry and must comply with any further age or eligibility requirements set out in the entry criteria. WHL may demand proof of compliance with eligibility requirements from entrants.
2. Employees and agents of WHL and its group companies and family members of those employees and agents may not enter into the Awards. Otherwise, entry into the Awards is open to all organisations and individuals which meet the entry criteria.
3. Only one entry per organisation or individual (as appropriate) is permitted, unless otherwise specified in the entry criteria.
4. All entries must be submitted in English, submitted online, and comply with the entry criteria.
5. All entries must be received by WHL by the date specified in the entry criteria.
6. WHL accepts no responsibility or liability for any lost or incomplete entries and all such entries will be deemed invalid. Proof of dispatch will not be considered proof of receipt.
7. WHL will review all entries correctly submitted by the relevant date and will compile a shortlist of entries. WHL will notify shortlisted entrants by the date specified in the entry criteria.
8. WHL will not return entries to entrants, unless otherwise specified in the entry criteria.
9. WHL may, at its sole discretion and without notice or liability to any entrants, alter any aspect of or cancel the Awards.

3. Judging

1. The Awards will be judged by a panel of independent judges.
2. The judges reserve the right to re-classify or reject any entry that does not comply with the the entry criteria or with these Awards Entries Terms and Conditions.
3. No feedback will be given on individual entries.
4. In all matters, the decision of the judges will be final and no correspondence or discussion will be entered into.

4. Awards Ceremony

1. WHL will provide all entrants with details of the Awards ceremony at which the Awards winners will be announced.
2. WHL will contact all shortlisted organisations in advance of the Awards ceremony to offer those organisations the opportunity to book tickets to attend the Awards ceremony. WHL does not provide free attendance to the Awards ceremony for shortlisted organisations. Any table booking at the Awards ceremony will be subject to WHL's Table Booking Terms and Conditions.

5. WHL's Use of Awards Entries

1. WHL may use all entries into Awards in furtherance of WHL's business purposes, including within publicity and marketing for the Awards and the Awards ceremony and as part of a database within WHL's websites and products. By entering into the Awards, entrants agree to such use without restriction or condition.
2. WHL may edit or amend Awards entries as it sees fit for the purposes set out above.
3. By entering into the Awards, entrants agree to take part in any promotional activity requested by WHL and to the relevant individual or organisation's name and photograph being published for the purposes of the Awards and the Awards ceremony and for WHL's business purposes.

6. Liability

1. Subject to paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Awards Entries Terms and Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of the relevant table booking.
2. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to your entry into or participation in the Awards.

G D P R

This clause sets out the responsibilities of HSJ ('the Provider'), and the Customer in relation to the General Data Protection Regulation and any other applicable data protection law (**Data Protection Law**). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where the Provider processes any personal data in relation to services or products covered by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement), and shall comply with Data Protection Law in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that the Provider may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty.

Event Sponsorship - Terms of Business

General Terms of Business

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2. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
3. This Agreement is a contract between the client organisation or individual identified as such in the order form for the relevant WHL products and services ('Order Form') and Wilmington Healthcare Ltd a company incorporated in England and Wales under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London E1 8QS ('WHL').

2. General Terms of Business – Boilerplate Terms

1. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
2. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time by posting an update on its principal website. It is your responsibility to check that website from time to time and to review the most up-to-date version of these General Terms of Business and the relevant Terms and Conditions.
3. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
4. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
5. Notices required under this Agreement will be sent by email to the relevant party's address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
6. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand's websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
7. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
8. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
9. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
10. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
11. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
12. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
13. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
14. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
15. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
16. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
17. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's [Privacy Policy](#)

3. Anti-Bribery and Sanctions

1. You warrant that you will:
 1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 2. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 3. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.

2. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.
3. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Events Sponsorship Terms of Business

When you agree to sponsor a particular event, which is organised and managed by WHL, your agreement will be subject to the terms and conditions below ('Event Sponsorship Terms and Conditions'). These Event Sponsorship Terms and Conditions will apply regardless of (a) the scale of the Event; (b) whether WHL has organised the Event on your instruction or at its own or a third party's behest; and (c) whether you are the sole sponsor of the Event or one of a number of sponsors.

1. Scope of these Events Sponsorship Terms and Conditions

1. These Events Sponsorship Terms and Conditions govern your sponsorship of the Event (as defined on the Order Form).
2. The Event is organised and managed by WHL.

2. Your Obligations

1. You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event.
2. You undertake to ensure your personnel exercise the Sponsor Benefits in accordance with the terms of this Agreement.
3. You will, within seven days of signature of this Agreement by both parties, supply us with examples of the Sponsor Marks in a suitable format.
4. You will, prior to distributing any promotional materials referencing the Event or using the Event Marks (the "Client Literature"), provide copies of the Client Literature to us for our approval (not to be unreasonably withheld). You undertake that you will not distribute any Client Literature until you have received written confirmation from us that we approve the Client Literature. You are solely responsible for meeting all costs relating to the Client Literature (including reprinting costs if our approval is not obtained prior to printing).
5. You undertake that any Client Literature will:
 1. comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
 2. comply with any instructions or directions issued by or on behalf of us;
 3. not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and
 4. include any legal or good practice notices as required by us from time to time.
6. You will not do, or omit to do, (and you will procure that none of your employees, agents or contractors will do, or omit to do) anything which may:
 1. bring the Event or us into disrepute;
 2. disparage the Event or us;
 3. damage our goodwill associated with the Event; or
 4. otherwise prejudice the image or reputation of the Event or us.
7. You will not engage in joint promotions with any third party in relation to the Event without our prior written consent.
8. You acknowledge and agree that you will be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Sponsor Benefits).
9. You will promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). We will not be responsible for any failure or delay in providing any of the Sponsor Benefits where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.
10. You will take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.
11. In your involvement in the Event, you will comply with your obligations under and pursuant to this Agreement as well as all relevant laws and regulations.

3. Our Obligations

1. We will provide the Sponsor Benefits (as set out on the Order Confirmation) and organise the Event, in each case using reasonable skill and care.
2. We will consult with the Sponsor Representative (as set out on the Order Form) on aspects of the Event where we deem it appropriate to do so.
3. The Sponsor Benefits are personal to you and we are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.
4. We will, within seven days of signature of this Agreement by both parties, supply you with examples of the Event Marks in a suitable format.
5. If for any reason, we are unable to deliver any of the Sponsor Benefits, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsor Benefits without incurring any liability to you.
6. In the event that you change the Sponsor Marks at any time during the Term, you agree that we will not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by us or on our behalf for or in connection with the Event unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

4. Ownership of Intellectual Property Rights

1. All intellectual property and other proprietary rights in the Sponsor Marks will be solely and exclusively owned by you, together with any goodwill therein, and we will not acquire any rights in the Sponsor Marks.
2. All intellectual property and other proprietary rights in the Event logos and trademarks (the "Event Marks") will be solely and exclusively owned by us, together with any goodwill therein.
3. You will not acquire any rights in the Event Marks. All intellectual property and other proprietary rights in or arising out of or in connection with the Event (including any rights accruing in the Event Marks) will be owned by us but always without prejudice to paragraph 6(a).
4. Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks.

5. Licence of Intellectual Property Rights

1. WHL hereby grants to you a non-transferable, non-exclusive, royalty-free licence to use the Event Marks provided to you in accordance with paragraph 3(d) solely to promote your sponsorship of the Event, during the term of this Agreement, on the terms set out in this Agreement.
2. You agree that you will not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style.
3. You hereby grant to WHL a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trade marks (the "Sponsor Marks") provided to us in accordance with clause 3(c) both:
 1. during the Term to promote and exploit the Event; and
 2. for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

6. Intellectual Property Rights Indemnity

1. You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of the Sponsor Marks in accordance with these Events Sponsorship Terms and Conditions infringes the intellectual property or other proprietary rights of any third party.
2. If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property or other proprietary rights then it will promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but will not be obliged to take any further action.

7. Sponsorship Fee

1. In consideration of us providing the Sponsor Benefits, you will pay to us the Sponsorship Fee in accordance with the Payment Schedule, and to the account specified on the Order Confirmation.
2. If the Sponsorship Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsor Benefits. For the avoidance of doubt, you will not be permitted entry to the Event unless full payment has been received by us.
3. Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order Confirmation.
4. The Sponsorship Fee is exclusive of any applicable sales tax (including but not limited to, VAT) which will be paid by you at the rate from time to time in force.

8. Cancellation and Postponement of Events

1. We will not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement where, in our commercially reasonable discretion (including on the occurrence of an event of force majeure which we reasonably consider may have an adverse effect on the commercial success of the Event) we decide to cancel or postpone the Event. In that situation, we will give written notice to the Sponsor of its decision as soon as reasonably practicable, and upon receipt of such notice.
2. In the case of cancellation of the Event in accordance with paragraph 8(a) above, the Sponsor will be entitled to:
 1. terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
 2. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by WHL, provided that the date of such event is less than 12 months from the date of cancellation of the Event.
3. We will have no obligation to refund you any amount of Sponsorship Fee previously paid in the event of any cancellation of the Event.
4. In the case of postponement of the Event where the new Event date is less than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to an alternative event.
5. In the case of postponement of the Event where the new Event date is more than 2 months, but less than 12 months away from the original Event Date, the Sponsor may:
 1. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by WHL, provided that the date of such event is not greater than 12 months from the date of cancellation; or
 2. terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
6. In the case of postponement of the Event where the new Event date is more than 12 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as we may reasonably calculate.
7. Where the Sponsor elects to apply the Sponsorship Fee to an alternative event owned and managed by WHL, WHL Publishing Limited is under no obligation to provide the same Sponsor Benefits for the same Sponsorship Fee.

9. Term and Termination

1. This Agreement will take effect on the date specified on the Order Confirmation and will continue until completion of the Event, unless terminated early in accordance with its terms.
2. If you have not paid your invoice by the due date for payment, or if WHL believes that you are in breach of any of your obligations under these Events Sponsorship Terms and Conditions, WHL may terminate its Agreement with you forthwith on written notice.
3. Termination of this Agreement for any reason will be without prejudice to any rights or obligations that may have accrued to either party as at the date of such termination.
4. Upon termination of this Agreement by us in accordance with this clause 8, all outstanding sums owing to us at the date of termination will become due and payable without deduction or set-off. Where termination occurs before you have received all the Sponsor Benefits, we will charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits received by you prior to the date of termination.
5. Upon expiry or termination of this Agreement, the parties agree that:
 1. our obligations to provide any further Sponsor Benefits will cease;
 2. any licences granted pursuant to this Agreement will immediately cease; and
 3. you will destroy any Sponsor Literature and remove the Event Marks from any other materials in your possession.

10. Limitation of Liability

1. Subject to paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Event, will be limited to the Sponsorship Fee paid by you.
2. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to an Event.

11. Confidentiality

1. You acknowledge that the amount of the Sponsorship Fee is WHL's confidential information and is proprietary to WHL. Accordingly, you will preserve its confidentiality and will not disclose it or make it available to any third party unless required to do so by law.



G D P R

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