

Exhibitor and Sponsor terms and conditions

You are advised to read these terms and conditions in full prior to submitting an order to British Association of Counselling and Psychotherapy (“BACP”) to sponsor, or exhibit at, an Event or Conference being organised by BACP (the “Event”).

1. GENERAL TERMS

1.1 An Event may be held virtually, physically or a hybrid of both. These terms and conditions apply to all orders for sponsorship of, or exhibition at an Event. They also apply to all types of Event (virtual, physical or hybrid), although some sections may only apply to certain types of Event.

1.2 These terms and conditions can be amended by BACP at any time.

1.3 For the purposes of these terms and conditions, the terms ‘You’ and ‘Your’ means the person or entity placing the order and any employees, agents, or other representatives (in any capacity) of such person or entity. You shall be responsible for ensuring compliance with these terms and conditions by such employees, agents, or other representatives.

1.4 These terms and conditions, the relevant exhibition or sponsorship announcement related to the Event and Your order (in such form as accepted in writing by BACP) together constitute the entire agreement between BACP and You and supersedes all prior agreements, negotiations, and discussions between BACP and You relating to Your order.

1.5 Bookings can be made by order form or email.

1.6 Booking by any of the above methods does not automatically constitute acceptance of Your order. BACP will confirm all bookings, in writing, on receipt of a completed order form and payment in full or an official purchase order. Submitting an order form, confirms Your acceptance of these terms and conditions.

1.7 Orders are subject to the BACP’s approval. BACP shall be entitled at its absolute discretion, to refuse any order at any time without explanation, or entering into any form of correspondence or dialogue with You except notification of such refusal.

1.8 If You have not received written confirmation from BACP within 7 days of submitting Your order form, please contact the events team on events@bacp.co.uk to check Your order form has been received and accepted by BACP. BACP cannot be held responsible for non-receipt of order forms.

2. PAYMENT

2.1 All fees include VAT at the standard UK (United Kingdom) rate. Our VAT registration number is 348 4063 92.

2.2 Payment can be made by credit or debit card (American Express is not accepted).

2.3 All fees must be paid in full at the time of booking or within 28 days of invoice. Requests for invoices are accepted on receipt of an official purchase order from You. Invoices must be paid no later than 4 weeks prior to the Event or 28 days from invoice, whichever is the soonest. Purchase orders will not be accepted less than 28 days prior to an Event. If invoices are not paid prior to the Event BACP reserves the right to refuse admission to the Event and remove all sponsorship material until the invoice is paid in full.

3. CANCELLATIONS

3.1 Cancellations of Your order for an Event will be required in writing. If You have received no sponsorship benefits (e.g., corporate advertisement) and it is more than twelve weeks to the Event a full refund will be issued. Cancellations with more than 12 weeks' notice, but where You have received some sponsorship benefits, may receive a partial refund at the discretion of BACP. Cancellations within 12 weeks of the Event will incur a 100% cancellation charge unless the cancelled order can be resold, at the same rate. In this case, BACP will advise You after the Event has taken place and You will receive a full refund of the fee paid.

3.2 BACP reserves the right to amend or cancel any Event or Event times and dates, at any time, and at its sole discretion. This includes changes to speakers, content, programme, location, and exhibition. In the unlikely occurrence of an Event cancellation, BACP will refund any payments paid by You in relation to the Event and this refund shall be the full extent of BACP's liability to You arising out of such cancellation. If You have not made any payments in relation to the Event, then BACP shall have no liability to You arising out of such cancellation. BACP will not refund any costs incurred as a result of a cancellation or provide any additional sums by way of compensation.

4. SPECIFIC REQUIREMENTS AND DIETARY NEEDS

4.1 This clause is only applicable to in-person Events.

4.2 BACP is committed to meeting the needs of all delegates and will try to ensure any specific requirements are fully met subject to reasonable prior notice. If applicable, please state Your request at the time of submitting Your order form and we will confirm arrangements.

5. PUBLICITY

5.1 BACP may use photographs taken at Events in publicity and marketing materials, including use on our website and social media channels (including but not limited to, Facebook, Twitter, and LinkedIn). Your attendance at an Event may mean that You are featured in such photographs, and You give deemed consent to the taking of such photographs as detailed above. If You do not wish to be included in any photograph, please notify the photographer at the relevant Event prior to the photographs being taken.

6. FILMING

6.1 BACP will record events for use in an online video library, BACP publicity and/or marketing materials including use on our website and social media channels (including but not limited to, Facebook, Twitter, and LinkedIn). This filming will primarily focus on the speakers and their presentations however, some shots of the attendees, including exhibitors and sponsors, may be included. Your attendance at these Events mean that You give deemed consent to Your inclusion in these recordings. If You do not wish to be included in any recording it is Your responsibility to notify the camera operator at the Event prior to the commencement of the filming.

6.2 You may be invited to take part in a short interview as part of Your exhibition or sponsorship package. This interview will be recorded for use in an event on-demand service, online video library, BACP publicity and/or marketing materials including use on our website and social media channels (including but not limited to, Facebook, Twitter, and LinkedIn). When placing Your order, You are giving deemed consent to Your inclusion in these recordings. If for any reason You or a member of Your staff does not wish to be recorded, the interview will not be able to take place and no refund or part refund will be due. If You do not wish to be included in any recording it is Your responsibility to notify the camera operator at the Event prior to the commencement of the filming.

7. DATA PROTECTION

7.1 BACP Fair Processing Notice

BACP is committed to complying with the UK GDPR, the DPA 2018 and all other legislation and regulatory requirements in force from time to time. BACP only use the information You give us for the purposes specified on the order form, these terms and conditions, and as laid out in detail in the BACP Privacy Notice. BACP will only hold the information for as long as we need it to carry out the task for which it was given. You have rights under current legislation to limit or prevent the processing of Your data and to have access to this information. BACP never sell Your personal information to third parties but may need to share Your details with suppliers who work on our behalf. To find out more about how BACP uses Your personal data, any third parties we may share it with and Your rights in relation to it, [see our privacy notice here](#)

8. EXHIBITION SPACE

8.1 This clause is only applicable to in-person Events.

8.2 Your right to access Event venues shall be strictly subject to all rules and regulations imposed by BACP and/or the relevant venue.

8.3 In the event of conflict regarding space requests or conditions beyond its control, BACP reserves the right to revise the floor plan. BACP may relocate an exhibit at any time with the understanding that BACP will work with the effected exhibitor in an attempt to reach an equitable solution for all concerned.

8.4 You must provide BACP with a list of Your attendees at the Event at least 10 working days in advance of the first day of the Event.

8.5 You shall ensure that all persons attending the Event as Your representatives, in any capacity, display at all times whilst at an Event venue any identification provided by BACP and/or the Event venue.

8.6 You shall ensure that all persons attending the Event as Your representatives, in any capacity, adhere at all times whilst at an Event venue to any Health and Safety requirements or guidance by BACP and/or the Event venue.

8.7 The exhibition or sponsorship space may only be occupied and used for the purposes of Your business. No sub-letting, transferring, assigning, or sharing of exhibition or sponsorship space is permitted without the express prior written consent of BACP, which may be withheld or conditioned by BACP in its sole discretion.

8.8 You shall ensure that You have all necessary licences and authorisations in relation to Your exhibition or sponsorship, including (without limitation) any relating to the performance or playing of audio-visual materials. You shall produce all such licences and authorisations promptly on request from BACP. BACP shall be entitled to refuse, without liability on its part, to permit any part of an exhibition or sponsorship if it has any reason to believe that such licences and authorisation are not in place or are not valid.

8.9 All Your activities must be confined to Your allotted exhibit space. Small token gifts such as pens, pencils, and sweets etc., may be distributed after seeking approval from BACP, which will not be unreasonably withheld. Distribution of noisemakers is prohibited.

9. DELIVERY, INSTALLATION, AND DISMANTLING

9.1 This clause is only applicable to in-person Events.

9.2 Delivery of exhibition collateral will not be accepted at Event venues more than 24 hours prior to the start of each Event. You must provide your own trolleys and staff for deliveries of stand goods and materials.

9.3 You must, at Your own expense, maintain and keep exhibit space clean and orderly. Exhibitor badges will be provided and should be worn at all times.

9.4 Full details regarding exhibition stands will be forwarded to You prior to the Event as these may vary depending on the venue. Delivery and collection of all exhibition collateral from the Event venue will be Your responsibility.

10. LIABILITY AND INDEMNITY

10.1 The liability of BACP to You howsoever arising in respect of the Event, including from breach of any of BACP's obligations under these terms and conditions, including errors or omissions in respect of Event, the breach of any implied terms of fitness for purpose or satisfactory quality, or any terms under any collateral contract deemed to exist by a court or tribunal of competent jurisdiction, or from the act, omission or negligence of BACP or its employees or agents, shall be limited to the sum paid or payable by You to BACP in respect of the Event in question.

10.2 BACP shall not be liable to You or to any third party for any loss of income, revenue, profits, goodwill or any consequential or indirect loss or from damage to or loss of materials provided to BACP by You.

10.3 BACP does not exclude liability for death or personal injury arising from BACP's or its agents' or employees' negligence.

10.4 In no event will BACP be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from You attending the Event unless it is directly due to negligence on its part.

10.5 In no event will BACP be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from using the material or information gained at an Event.

10.6 The copyright of all training material rests with the trainer or speaker, and BACP will not be held responsible for any infringements as a result of plagiarism, libel, slander, or any misuse of any material.

10.7 BACP shall not be responsible or liable for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Event attendees for whatever reason.

10.8 You are responsible for obtaining, including meeting the cost of appropriate insurance cover in such amounts as You deem appropriate and prudent to comply with Your obligations and Your own protection. You agree that as a minimum You will have public liability insurance in place with a minimum indemnity limit of five million pounds. BACP reserves the right to ask for evidence that such insurance is in place.

10.10 You warrant that no exhibition or sponsorship order which You place will contravene any Act of Parliament or in any way be, illegal or defamatory or infringe any other party's rights or contravene the British Code of Advertising Practice or any other applicable standards or codes of practice from time to time.

10.11 You must make provisions for the safeguard of Your goods, materials, equipment, and displays, at all times. Neither the Event venue, nor BACP will be responsible for the loss or damage to any property for any cause.

10.12 You shall fully indemnify, and keep fully indemnified, BACP against all claims, costs, loss, or damages howsoever arising from the breach of the warranties under these terms and conditions and for the avoidance of doubt this shall include defamation, contempt of court, malicious falsehood and privacy actions and You shall maintain adequate insurance for Your obligations under this clause.

11. COMPLAINTS POLICY

11.1 At BACP we always aim to provide a high-quality service to all our delegates, speakers, and exhibitors.

We welcome feedback on how we can improve our service and communications to ensure that they are always valuable and appropriate. Please tell us if You are unhappy so we have the chance to put things right.

In any relationship things can go wrong or there can be a difference of opinion. In the first instance we hope that You will have addressed Your concern to the department directly

involved. However, if You are still dissatisfied with the outcome, You can make a formal complaint following these policy guidelines.

See BACP's Complaints policy - <https://www.bacp.co.uk/about-us/contact-us/complain-about-bacp/>

12. CONFIDENTIALITY

12.1 You shall keep confidential any information You receive concerning the business of BACP or any customer, contractor or other person who may be expected to entrust BACP with confidential information provided that with the express written permission of BACP such information may be divulged to the extent explicitly stated within such permission.

12.2 Nothing in this clause shall prevent You from disclosing confidential material where it is required to be disclosed by judicial, administrative, governmental, or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

13 FORCE MAJEURE

13.1 Neither You or BACP shall be held in any way responsible for any failure to fulfil its obligations under these terms and conditions if such failure has been caused by force majeure and is beyond the reasonable control of either BACP and/or You. Force majeure shall include (but is not limited to) any Act of God, fire, flood, earthquake, storm, natural disaster, war, invasion, hostilities, civil war, military power, government, local authority or international imposition of government sanction, embargo or order, labour dispute, strike, boycott, interruption or failure of oil, electricity, gas, water, or tele-communication and website service; failure of the supply of any equipment, machinery, or material. If an Event is suspended or cancelled due to a force majeure event and/or cannot be fulfilled for three months, then either party may terminate the order by giving notice in writing.

13.2 The parties agree to enter into negotiations to reach a settlement in relating to any outstanding issues and if they are unable to agree, BACP shall appoint an independent mediator and/or arbitrator prior to any litigation.

14 INTREPRETATION, MISCELLANEOUS AND GOVERNING LAW

14.1 The headings to the clauses (or paragraphs or terms) are for reference only and do not affect the interpretation of the contract.

14.2 These terms and conditions shall be governed and construed in all respects by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

14.3 Any list preceded by words such as "such as" is to be reviewed as illustrative only and not limiting or exhaustive.

14.3 References to any gender includes all the others (unless the context makes such an interpretation absurd).

14.4 References to the singular include the plural and vice versa (unless the context makes such an interpretation absurd).

14.5 If a party fails to rely on its strict legal rights under these terms and conditions, that will not prevent it from relying on those or similar rights in the future.

14.6 Any notice required to be given under these terms and conditions shall be in writing.

14.7 A notice sent by first-class post is deemed to have been received on the second day after it was posted. An email is deemed to be received after four hours from sending.

14.8 “Writing” includes letter and e-mail.

14.9 If all or any part of these terms and conditions becomes illegal, invalid, or unenforceable in any respect, then the remainder of these terms and conditions shall remain valid and enforceable.

14.10 Except as otherwise expressly provided in these terms and conditions, none of the terms and conditions shall be enforceable by any person who is not a party to them.