

# GESGB / HGS Africa 2025 – Sponsorship Terms and Conditions

These terms and conditions (“Conditions”) apply to the provision of services by Geoscience Energy Society of Great Britain Conferences Limited (GESGB Conferences Ltd.) (“the Recipient” or “We”). By submitting your sponsorship agreement, you agree to be bound by these conditions; we will not accept orders or supply such services on any other conditions.

These Conditions define the terms under which: the Recipient and the submitting company (“the Client” or “You”) enter in a contractual agreement for the services supplied by the Recipient, as set out in your sponsorship agreement (“the Service”). The Service relates to GESGB/HGS Africa Conference 2025 (“the Event”).

**Liability:** Nothing in these Conditions shall operate to exclude any liability of the Recipient to the Client for any matter which it would be illegal for the Recipient to exclude or attempt to exclude its liability. The Recipient will have no liability whatsoever for any special, indirect or consequential loss however caused or arising. In the event that the Client commits any breach of these Conditions it shall immediately rectify the breach and fully indemnify the Recipient against any fines, losses, costs, damages, claims, demands, expenses, loss of profit or indirect and consequential losses that may occur.

## **1. Contractual Period**

1.1. These Conditions shall be deemed to have commenced on the date a signed sponsorship agreement is submitted and shall continue until the end of the last day of the conference (“the Service Period”). Sponsorship confirmation will be sent by the Recipient by email and invoice. The Recipient reserves the right to refuse participation without giving a reason.

## **2. Sponsorship Agreement**

2.1. This Sponsorship Agreement constitutes the entire and only agreement between the Parties, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to this Sponsorship, and the subject matter of this Sponsorship Agreement. To the extent that anything in or associated with the Sponsorship is in conflict or inconsistent with the Sponsorship Agreement, the Sponsorship Agreement shall take precedence. This Agreement contains the complete agreement of the parties, and all prior agreements, whether verbal or written will be null and void.

2.2. Amendments to the Sponsorship Agreement shall only be valid when made in writing and signed by both Parties.

2.3. All sponsorship opportunities will be allocated on a first come, first served basis.

## **3. Sponsorship Benefits**

3.1. During the sponsorship arrangement, the sponsor shall receive the benefits as outlined in the benefits section of the Sponsorship Agreement, unless prior written confirmation is obtained from both parties.

3.2. All sponsors will be listed in order of their level of support, and then in alphabetical order.

## **4. Pricing and Payment**

4.1. Unless otherwise agreed by the Recipient in writing, the price for the Service shall be the price set out in the sponsorship agreement.

4.2. All prices are exclusive of VAT and any other duty or taxes which shall be added to the Client invoice if applicable and shall be payable by the Client.

4.3. When an organisation requires a Purchase Order number to be included on an invoice, the Purchase Order number must be indicated on the Sponsorship Agreement. In the event of the failure of the organisation to provide a Purchase Order number on time, the absence thereof on an invoice or related documentation shall not constitute in any way a reason to delay or postpone payment.

4.4. Unless otherwise stated by the Recipient on the sponsorship agreement, or agreed by the Recipient in writing, payment is due in full and in cleared funds within 30 days of the invoice date or 2 months before the conference start date; whichever comes sooner.

4.5. Both parties acknowledge and accept that they will negotiate and resolve through discussion and/or mediation, any subsequent issues that may arise as a result of unforeseen circumstances that may alter these Conditions.

## **5. Cancellation Policy**

5.1. Once confirmed, the Sponsorship Agreement remains effective until the Service Period ends. Cancellation by the Client does not relieve them of their financial obligations and does not entitle them to a full refund. Cancellation in writing prior to the Event will incur costs to the Client in line with the following cancellation terms, provided the cancelled sponsorship package(s) can be resold before the event start date and all other sponsorship packages for the Event are already sold.

5.1.1 Cancellation by the client before 4 months out from the start date of the conference will result in the Client being refunded 75% of the full order costs;

5.1.2 Cancellation by the client within 4 months to 3 months out from the start date of the conference will result in the Client being refunded 50% of the full order costs;

5.1.3 Cancellation by the client within 3 months of the start date of the conference will result in the client forfeiting all charges that have been paid and they will not be entitled to any refund.

5.2. All refunds will be processed within 90 days of written receipt of cancellation.

5.3. The Recipient may terminate this Agreement at any time by notifying the Client in writing or by email. Upon such termination, the Recipient shall return to the Client all fees paid to the Recipient, at our discretion.

5.4. The Recipient reserves the right to cancel an Event at any time and for whatever reason in which case we shall refund the price paid for the Service in full, usually within 90 days of cancellation. The Recipient’s total liability to the Client in respect of the Recipient cancelling an Event is limited to refunding the price that the Client has actually paid.

5.5. If payment is not received within the terms outlined above, whether demanded or not, the Recipient may forfeit the sponsorship reservation at any time thereafter by written notice. In these instances, all payments made shall be forfeited and the balance for the Service shall become due immediately.

## **6. Force Majeure**

6.1. In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. “Force Majeure” shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labour disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause which is beyond the control of either party.

## **7. Event related service**

7.1. Whilst Event details are correct in all material when publicised, we reserve the right to make changes to the Event location, dates, content, programme, layout, or timing without liability to you. You will be notified of any material changes as soon as reasonably practicable.

7.2. The Client is responsible for checking for details of any cancellation or changes before travelling. The Recipient is not liable to the Client for any travel, accommodation or other costs incurred as a result of any cancellation, relocation or rescheduling of the Event or change of information.

7.3. The Recipient shall organise the Event with reasonable care and skill but makes no warranty as to the numbers or quality of participants at the Event.

7.4. The Event will take place in full compliance with applicable antitrust, trade sanctions, and export controls laws.

7.5. The Recipient will:

(a) Ensure that the agenda does not include any topics improper under antitrust law;

(b) Include an antitrust reminder on the agenda and in the conference documentation, which will highlight that competition law compliance also applies during breaks, meals and other social activities and will request that presenters at the conference have their presentations reviewed by legal counsel prior to submission and instruct them not to discuss topics that would be improper under antitrust law during their presentation.

7.6. The Recipient represents that it has not offered, paid, promised to pay, authorized the payment of, or transferred, money or anything of value to a Foreign Official or other person to secure any improper advantage or benefit in relation to the Event, either directly or indirectly through a third party. Without limiting the generality of the above, and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United States Foreign Corrupt Practices Act, and the United Kingdom Bribery Act 2010, GESGB Conferences represents and agrees that it will not, directly or indirectly, in connection with the Event and the matters resulting therefrom, offer, pay, promise to pay, or authorize the giving of money or anything of value to a Foreign Official, or to any other person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to a Foreign Official or to any other person, for the purpose of improperly influencing the act, decision or omission of such Foreign Official or other person to obtain or retain business, to direct business to any person, or to obtain any improper advantage or benefit.

## **8. Intellectual property and other rights**

8.1 The Client shall provide the Recipient a worldwide revocable non-exclusive, royalty-free sub-license to use their logo and trademark in marketing material related to the Recipient's Event.

8.2 Unless otherwise specifically permitted, the Client shall not make use of the Recipient's name, marks, or other intellectual property outside the stipulations laid out in the manual, or otherwise given prior written consent from the Recipient.

8.3 The Client shall indemnify the Recipient and keep the Recipient indemnified against all liabilities, claims, costs, losses, damages and expenses the Recipient may suffer or incur arising out of, or in connection with, our use or reproduction of the Client's Materials in accordance with the Conditions.

## **9. Data Protection and GDPR**

9.1. All parties shall take reasonable steps to ensure the reliability of its employees or agents with access to Personal Data and ensure that any Personal Data encountered in the course of this transaction is:

- (a) accessed, transmitted and stored securely;
- (b) will not be shared with any other parties without first having the express agreement of the other party;
- (c) will not be used for any purpose other than that requested; and
- (d) will be erased as soon as it is no longer needed in order to accomplish the services to be provided.

9.2. Personal data will only be disclosed to approved essential suppliers, who require this information to fulfil elements of the Event.

9.3. GESGB is the Data Controller for GESGB Conferences Ltd. The company GDPR policy can be found at: [www.gesgb.org.uk/privacy-policy/summary](http://www.gesgb.org.uk/privacy-policy/summary)

## **10. Liability**

10.1. The Client will indemnify the organisers and GESGB Conferences Ltd against all costs, claims, demands, actions, expenses, damages, penalties or proceedings, arising out of or in any way connected with, the sponsor/exhibitor's occupancy and use of the event venue or any part thereof including without limitation loss of life, personal injury and damage to property.

10.2. The Client will be required to meet the cost of making good any damage to floors, walls, structures, shell, stand and accessories, caused by sponsor/exhibitor activities.

10.3. The Client will be required to abide by all the rules and regulations relating to GESGB Conferences Ltd. occupancy i.e. hours and tenancy at the Event venue.

10.4. GESGB Conferences Ltd., the venue, or any GESGB staff member will not be liable for any consequential or indirect losses arising out of theft, damage caused by fire, accident, flood, weather accident or any other cause.