

# TERMS AND CONDITIONS FOR CPA CONFERENCE – SPONSORS AND EXHIBITORS

## A) General

- i) These terms and conditions will apply between the Construction Plant-hire Association (the “CPA”) (of 27/28 Newbury Street, Barbican, London, EC1A 7HU) and the company/entity named on the Order Form (the “Exhibitor/Sponsor”).
- ii) No other terms will be agreed or be accepted by the CPA.
- iii) The “Conference” means the CPA Conference which is to take place on the date and at the venue as indicated on the CPA’s Order Form.
- iv) The CPA recognises that sponsorship plays an essential part to the success of the CPA Conference, and the CPA will use all reasonable endeavours to ensure that all Exhibitors and Sponsors receive equal exposure – both on the day of the Conference and on any pre and post Conference publicity material; however, the CPA cannot guarantee that this will occur. Consequently, the CPA will not be held liable for any actual or perceived loss or injury suffered by any Exhibitor or Sponsor.
- v) A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third) Parties Act 1999. For the avoidance of doubt, the Exhibitor/Sponsor may not assign their rights under this contract to any other party.
- vi) Any past statements, representations, or agreements made by or on behalf of the CPA/CPA’s representative and the Exhibitor/Sponsor prior to the signing of this Order Form is null and void.
- vii) If any provision within these terms and conditions is held to be unlawful, void, or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.
- viii) These terms and conditions are subject to the jurisdiction of England & Wales, and the laws that apply therein.

## B) Bookings

- i) Once the Exhibitor/Sponsor has agreed the package being offered to them by the CPA, the CPA will provide the Exhibitor/Sponsor with an order form confirming the package (the “Package”) to be purchased by the Exhibitor/Sponsor (the “Order Form”). The Exhibitor/Sponsor shall sign the Order Form and return it to the CPA/CPA’s representative. Once the CPA has received and signed the Order Form, then the Exhibitor/Sponsor will be bound by these terms and conditions.
- ii) Once the Order Form has been signed by the Exhibitor/Sponsor, the CPA will invoice the Exhibitor/Sponsor the Package fee stated on the Order Form, which must be paid in full by the Exhibitor/Sponsor within 30 days of the invoice date.
- iii) The CPA shall not be required to provide the Package to the Exhibitor/Sponsor and the Exhibitor/Sponsor shall have no right to place an exhibition either at or during the Conference until the CPA has received payment in full. If the Exhibitor/Sponsor fails to make payment in full in accordance with clause B)(ii), the CPA reserves the right to terminate the contract created by the Order Form and these terms and conditions.

- iv) Until the agreed Package is paid in full, then the CPA has no responsibility or liability whatsoever to the Exhibitor/Sponsor for any loss or injury sustained by the Exhibitor/Sponsor in not being associated with the Conference, including any publicity.
- v) The CPA reserves the right to refuse, amend, withdraw, or otherwise deal with all advertising submitted by the Exhibitor/Sponsor or their representatives in its absolute discretion and without explanation.
- vi) The CPA will not be liable for any loss arising from late publication, or error, or the failure of an advertisement to appear.
- vii) The CPA reserves the right to reject any Exhibitor/Sponsor which is not a UK-based company, or which does not have a UK-based subsidiary. The CPA will not accept any form(s)/paperwork from that non-UK based company, their parent company or subsidiary as a pre-requisite for sponsorship payment, nor will that company withhold payment until said form(s)/paperwork is/are completed.

## C) Conference, Set-up/Dismantle and Insurance

- i) The CPA makes no warranty as to the condition of the Conference venue or the space allocated to the Exhibitor/Sponsor in or at the Conference, or its suitability for the Exhibitor’s/Sponsor’s purposes.
- ii) The set-up times for the Exhibitor’s/Sponsor’s agreed goods or materials are between 12pm and 4pm on the day before the Conference Date. These goods or materials will be left in their allocated place as detailed by the CPA/CPA’s representative.
- iii) Where the Exhibitor/Sponsor is responsible for their own property whilst it is being unloaded before, positioned and while it is in situ, and removed and loaded after the Conference has ended, then they must have £5m Public Liability insurance in place.
- iv) Should clause C(iii) apply, the Exhibitor/Sponsor will be responsible for their own Risk Assessments/Method Statements (RAMS) and be subject to all applicable UK laws and regulations prior to, during, and after the Conference.
- v) The Exhibitor/Sponsor shall not affix anything to the Conference’s property without first obtaining the written consent of the CPA, and subject to the written approval of the Conference venue themselves.
- vi) The Exhibitor/Sponsor will comply with any additional requirements which may come from the CPA and/or the Conference venue.
- vii) The CPA will not be held liable for any injury or damage to the Exhibitor’s/Sponsor’s property, or to their personnel for the duration that it is, or they are at the Conference. For the avoidance of doubt, nothing in the Order Form or these terms and condition limits any liability of the CPA which cannot legally be limited.
- viii) The Exhibitor/Sponsor will be liable for any damage or loss to the CPA’s or Conference’s property arising from the Exhibitor’s/Sponsor’s use of the Conference, and the Exhibitor/Sponsor will indemnify the CPA in relation to any loss suffered arising from the Exhibitor’s/Sponsor’s use of the Conference, including claims made against the CPA for damage to property or person from any affected party.

- ix) The Exhibitor/Sponsor will take full responsibility for the actions and/or omissions of their employees, contractors, or guests, and ensure that they comply with the Conference venue's etiquette, or the etiquette of any other venue which is used in connection with the Conference. If any personnel associated with the Exhibitor/Sponsor shows anti-social or offensive behaviour, then the Exhibitor/Sponsor will indemnify the CPA against any and all claims raised by the CPA or their representatives, or any third party as a result of said individuals' actions. The CPA reserves the right to terminate that Exhibitor/Sponsor, including barring their personnel from the Conference itself.
- x) The collection times for the Exhibitor's/Sponsor's good or materials will be from 4pm on the Conference Date, but no later than 6pm. If the Exhibitor's/Sponsor's goods or materials are to be collected the day after the Conference, then this must be pre-agreed with the CPA/CPA's representative before any delivery takes place. Any goods or materials left at the Conference will be at the Exhibitor's/Sponsor's own risk, and neither the CPA nor the Conference venue itself will be held liable for any loss or damage to the goods or materials which may arise.

#### D) Cancellation

- i) In the event that an Exhibitor/Sponsor wishes to cancel their Package, all cancellations must be submitted by email to Lisa Collins ([lisa@lisacollinscommunications.co.uk](mailto:lisa@lisacollinscommunications.co.uk)) and to CPA Enquiries ([enquiries@cpa.uk.net](mailto:enquiries@cpa.uk.net)).
- ii) If the Exhibitor/Sponsor cancels their Package more than 12 weeks before the Conference, then they will be credited with 50% of the Package fee; but if notification is received less than 12 weeks before the Conference, then the Exhibitor/Sponsor forfeits the entire Package fee.
- iii) The CPA reserves the right to terminate the agreement with the Exhibitor/Sponsor if:
- the Exhibitor/Sponsor breaches any of the clauses within these terms, and fails to remedy the breach within a specified timeframe given by the CPA; or,
  - the Exhibitor/Sponsor shall become insolvent, or the CPA believes that they will become insolvent; or,
  - the Exhibitor's/Sponsor's continued involvement with the Conference would be to the detriment of the CPA, or to the Venue, or to any other Exhibitor/Sponsor.

If any of the above events occurs, the CPA reserves the right to retain any payments made by the Exhibitor/Sponsor.

- iv) The CPA will not be held liable for any losses or damages incurred by the Exhibitor/Sponsor if the Conference has to be cancelled or closed for any reason beyond the CPA's reasonable control, including, but not limited to fire, flooding, adverse weather, or Act of God.
- v) If, due to circumstances beyond the CPA's reasonable control a different venue is to be used, then the Exhibitor/Sponsor will be informed in writing (including email) at the earliest opportunity and given the option to either cancel their Package with CPA and receive a 100% refund of the Package Fee; or, transfer their Package to the new venue. If the latter is confirmed by the Exhibitor/Sponsor, then the CPA will not be held liable for any additional costs that the Exhibitor/Sponsor incurs.
- vi) In the event the Conference is cancelled which is beyond the CPA's reasonable control, and no other venue can be offered as an alternative, then a full refund will be paid to the Exhibitor/Sponsor within 8 weeks. The CPA will not be held liable for any loss or injury suffered by the Exhibitor/Sponsor.
- vii) This contract will automatically terminate between the CPA and the Exhibitor/Sponsor four weeks after the Conference Date.

**April 2024**



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