

# siliconmilkroundabout

## Business Terms and Conditions

These Business Terms and Conditions (“Agreement”) set out the basis on which **Silicon Milk Roundabout Limited**, trading as Silicon Milkroundabout, a company registered in England with number **10292852** having its registered office at 2 Underwood Row, London, N1 7LQ, United Kingdom (“Silicon Milkroundabout” or “we”) provides our Services to your Company.

We are a business that helps other businesses thrive, so we’ve tried to create balance within this Agreement. So you know what you’re signing up for, we’ve put together a simple guide to the document in the right hand column. Only the left hand column is legally binding.

### 1. Order Process

- 1.1. The reservation of exhibition space and/or sponsorship at the Event is subject to availability and our acceptance of your order. Submitting an order by any means including in person or by phone, email or online form does not guarantee acceptance at the Event or a particular exhibition space location at the Event. It is your responsibility to ensure that all details submitted to us are complete and accurate.
- 1.2. We will confirm that your order has been accepted and a reservation is made by sending to you a Confirmation Email and/or an Invoice. At this point, a legally binding agreement is formed between us on the Effective Date of the Invoice or the date of the Confirmation Email, whichever is earlier.
- 1.3. We reserve the right to refuse space or decline an order at our sole discretion to any organisation or person for any reason whatsoever.

You only have a confirmed reserved space at the Event once we have accepted your order and sent to you a Confirmation Email and/or an Invoice. This is the point at which we have a ‘contract’.

Although we don’t like to do this, sometimes we are unable to accept some orders.

### 2. Payment Terms

- 2.1. You agree to pay to Silicon Milkroundabout the Fee set out in the Invoice for the package that you have chosen, in accordance with the Payment Terms of the Invoice.
- 2.2. All prices are exclusive of VAT or equivalent local sales tax.
- 2.3. If payment is delayed, we may, at our discretion, cancel your participation in the Event, remove any allocation of exhibition space and omit you from printed or digital promotional materials associated with the Event. We reserve the right to charge you interest on any overdue amount at the rate of 2% per annum above HSBC’s base rate from time to time. Interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must pay any such interest together with the overdue amount.
- 2.4. Fees will vary for different events and different packages. Please see the relevant event page on our website or local sales brochure for further information.
- 2.5. Until we have received full payment from you, your participation at the Event is not reserved and we may refuse

Because we’re an event, we pay all of our suppliers up front. Our standard payment terms are 14 days. However, we do require all companies to have paid in full before the event itself.

If you do not pay in full and on time, you won’t be at our event or feature in any of our promotional materials. You may also be charged interest on any overdue payment.

your entry to the Event and omit you from any printed or digital promotional materials associated with the Event.

- 2.6. All sums payable to us under this Agreement will become due immediately on termination of this Agreement, despite any other provision.
- 2.7. All amounts due under this Agreement must be paid in full without any set-off, counterclaim, deduction or withholding (other than those required by law).

### 3. Allocation of Exhibition Space

- 3.1. **Weekend Exhibitors.** Where you are exhibiting on both days of the Event, your allocated exhibition space location at the Event can only be secured by payment in advance. No preference or allocation for or to a particular exhibition space location can be secured (even where this is referenced in an Invoice issued to you) until we have received payment from you in full. Prior to receipt of payment in full, we reserve the right to allocate or re-allocate you to any location of a similar pricing tier regardless of preference or previous allocation. We also reserve the right to change your exhibition space location and number at any time, regardless of preference or previous allocation.
- 3.2. **Saturday/Sunday Only Exhibitors.** Where you are exhibiting on one day of the Event only, no preference or allocation for or to a particular exhibition space location can be guaranteed (even where this is referenced in an Invoice issued to you). We reserve the right to allocate or re-allocate you to any location (including to any of multiple rooms within the Event venue) of a similar pricing tier regardless of preference or previous allocation.

### 4. Promotional Materials

- 4.1. **Rights to use your information.** In order to enable us to create your Company's online and offline profiles, you commit to disclose to us the nature of your business, the purposes which you seek to promote at the Event (the job roles you are hiring for) and any other promotional written and graphic materials in advance of the Event, as requested by us from time to time. For the purposes of promoting the Event and your participation at the Event, you grant to us a non-exclusive, royalty-free, irrevocable licence to use and publish: (i) any online or offline information and material about your Company that is publicly available, including information on your Company's websites, apps, social media sites, press releases and news mentions; (ii) any information or material you provide to us; and (iii) your brand features, including your trademarks, service marks, logos and any other branding assets. Failure to comply with such request (whether such failure results from a failure to respond or by submitting an inaccurate or incomplete response) may lead to your omission from printed or digital promotional materials associated with the Event. We reserve the right to add to, edit or amend your

If you have paid for the full weekend, you can tell us your preferred location for your pitch space. We cannot guarantee you will get that space but we will do our best.

If you have paid for 1 day of the weekend, you will be allocated a pitch space by us.

In order to attract more potential candidates that fit your requirements, we work hard to promote your Company's participation at our Event.

You are in control of the value you get - the earlier you give us the required information, the earlier your profiles get published and the more value you will get out of your participation in our Event.

There may be instances where we will manually edit your profile ourselves to provide more useful

company profile and job role listings at any time.

- 4.2. **Online Profile Approval Timeline.** We will publish your online profile on our website as soon as it is ready for publication. You can still log in and make any further changes to your online profile that you require, right up until the Event.
- 4.3. **Information Provision Deadlines.** Upon logging in to your online profile you will be able to add/update information for your printed profile. If you do not complete all of the information required before our specified deadline, we reserve the right to omit you from printed promotional materials associated with the Event. We reserve the right not to provide printed materials for the Event.
- 4.4. **Other Promotional Activities.** You also grant to us the right to take photographs and record videos at the Event, including of your participation and that of your Team Members. You agree and will procure that your Team Members agree that these images, video footage, your online and print profiles and other materials may be used in our discretion for any promotional activities, including for advertising Silicon Milkroundabout and our future Events.

information to candidates about your business & job roles. You will always be able to edit and change any additions to changes we make.

Your profile will go live on our site as soon as it is ready, unless you request otherwise. You can make changes to your profile right up until the Event.

Although we are planning on phasing out printed materials We will let you know if and when we plan to send your print profiles to the printers.

Please make any changes you want before the print deadline. If there is information missing we may not be able to include your print profile in our booklet without your approval.

## 5. Silicon Milkroundabout's Services

### Subject to our receipt of full payment of the Fee from you:

- 5.1. We will provide you with a floor plan for the venue and specifications for your exhibition space. Whilst we use reasonable endeavours to ensure the accuracy of such plans and specifications, please note that these plans and maps are not to scale. We accept no liability for variation in the actual size or location of each exhibition space provided.
- 5.2. On the day of the Event, we will provide to you your allocated exhibition space and any extras included in the package you have paid for. Whilst we will try our best to give you the exhibition space you requested, we reserve the right to allocate or re-allocate you to any location (including to any of multiple rooms within the Event venue) of a similar pricing tier regardless of preference or previous allocation.
- 5.3. With your input, we will create your online and print profiles and promote your Company's participation in our Event as part of our overall Event promotional activities, provided always that you comply with your obligations under this Agreement.
- 5.4. We will screen candidate applicants to promote a good of potential candidates for all our participating Companies. However, we do not guarantee that your Company will find any suitable candidates for the roles that you wish to hire for.
- 5.5. We hope we do not have to do it, but if the situation requires, for example, unacceptable behaviour or safety concerns, we reserve the right to refuse entry to our Events at our discretion.

Our Services include providing you with an exhibition space, running theEvent, creating your online and print profiles, screening candidates and a lot more hard work behind the scenesto make this a good Event for everyone.

If you do not provide the information and materials for your profiles, we cannot create them for you out of nothing.

We try not to do it, but we may have to exclude people from our Event if we need to in order to keep our Event running well for everyone else.

## 6. Company's Further Responsibilities

- 6.1. **Co-operation.** You will co-operate with us in all matters relating to your participation in the Event and provide the information and material required under clause 4 in a timely manner and ensure that it is accurate in all material respects. You will also ensure that you obtain all necessary licences and consents to grant the licences to us under clause 4.
- 6.2. **Compliance with venue rules.** You agree to and will procure that all your Team Members comply with: (i) all reasonable instructions given to you by us or the owners of the venue; and (ii) the regulations and procedures that apply to the venue and the Event, including fire, health and safety, evacuation and other applicable regulations or procedures. It is your responsibility to acquaint your Team Members with such regulations and procedures. These are available on request from us both prior to and during the Event.
- 6.3. **Number of Team Members Allowed.** You will not exceed the total number of Team Members allowed under the exhibitor pricing tier you have chosen for the Event. You will not send additional Team Members to the Event and will ensure that your Team Members do not sign up as candidates to attend the Event. We reserve the right to remove any additional Team Members from the Event with immediate effect.

## 7. Indemnification

- 7.1. You will defend, indemnify and hold harmless Silicon Milkroundabout, its officers, directors, employees, sublicensees and agents from and against any and all losses, liabilities, damages, expenses and costs (including reasonable legal fees) resulting from third party claims, demands, suits, investigations or proceedings arising out of your actual or alleged material breach of this Agreement or your negligence, recklessness or wilful misconduct in the course of activities carried out in connection with this Agreement.

## 8. Cancellation and Refunds

- 8.1. If you cancel your order with us anytime up to 60 days prior to the date of the Event, you will receive 50% refund of the Fee, unless payment has not been made, in which case, we will send you a credit note for 50% of the Fee. You will remain liable for the outstanding 50% of the Fee.
- 8.2. If you cancel your participation in the Event within 60 days of the date of the Event, you will not be given any refund or credit note.
- 8.3. This does not apply if the reason for cancellation is due to our negligent act or omission.

You must do your part in ensuring that you get the most out of your participation in the Event. This includes co-operating with our reasonable requests.

You must comply with the rules at the Event. Please follow the instructions and the safety policies.

Please ensure that you do not have more Team Members at the Event than you have paid for. For many, many reasons such as fairness to others, creating a good ambience, crowd control and safety, we have to remove attendees who are not supposed to be at the Event.

You are responsible for any damage caused by anything you do at the Event or in anyway relating to your participation under this Agreement.

This may sound harsh but due to the significant upfront costs of organising the Event, reserving the venue and all the promotional activities that go with it, including promoting your Company, we can only refund 50% of the Fee if you cancel any time up to 60 days before the Event.

## 9. Termination

- 9.1. We may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment and remain in default fourteen (14) days after being notified to make the payment.
- 9.2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any term of this Agreement which is irremediable or if such breach is remediable, fails to remedy that breach within ten (10) days after being notified in writing to do so; or (ii) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Service Provider.

We may terminate this Agreement if you fail to pay on time.

Either of us may terminate this Agreement if the other person breaches this Agreement or goes bust.

## 10. Alteration of Event dates and time

- 10.1. We reserve the right to alter the Event Dates, Times and Venue at any time provided that:
- (i) Any alteration does not result in the Event being moved by more than 36 (thirty six) months. In the event of an alteration of the Event Dates, we may change the cancellation dates set out in clause 8.
  - (ii) We also reserve the right to substitute the Event with a digital alternative at any time.

In the unlikely instance that we must change or postpone an event, we will do all we can to reschedule for another appropriate time. However due to the upfront expenses of putting on such an event, we can't provide a full refund.

## 11. What Silicon Milkroundabout Is Responsible And Not Responsible For

- 11.1. We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy and benefit from our Events. Whilst we make every effort to ensure that the Event runs as scheduled and your information displayed on our website and our promotional materials is accurate, we unfortunately cannot guarantee any of this. If you inform us of any concerns, we will take the appropriate action where possible.
- 11.2. We take reasonable precautions to ensure your security and the security of your property at the Event. However, we accept no liability for any loss or damage, including loss or damage to tangible property.
- 11.3. There are certain things that we do not promise about our Services. We cannot guarantee that our Services will never go wrong. We provide our Services “as is”. Our Services include screening candidates, however, we cannot control or guarantee the quality or quantity of candidates that attend the Event. Our Services also include promoting and marketing your job roles to attract candidates, however we cannot guarantee the quality of candidates you meet at the event. Other than as expressly set out in these Terms, neither Silicon Milkroundabout nor our Affiliated Organisations make any specific promises about our Services. For example, we do not make any representations, warranties or other commitments about the specific functions of our Services or their reliability, accuracy, completeness, appropriateness, availability or ability to meet your needs.
- 11.4. If we are prevented from or delayed in performing any of our Services under this Agreement due to any act or omission of yours, your agents, subcontractors, consultants or employees, we will not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such non-performance or delay.
- 11.5. **Covid-19.** Covid-19, often referred to as coronavirus, is an infectious disease that can result in serious and potentially fatal illness. There is a risk of the transmission of Covid-19 in any environment where people come together. This risk increases in enclosed spaces and with increased numbers of people. The World Health Organisation has advised that the elderly and those with underlying medical conditions are more vulnerable. Upon entering the Event you assume all risk associated with Covid-19 for all Team Members. We will not be found liable for any Team Member or attendee of the Event contracting or spreading Covid-19. You and all your Team Members acknowledge the contagious nature of COVID-19 and assume all risk associated with being exposed to, or infected by COVID-19 by participating and attending the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to you and others.

We pride ourselves on giving you a service that you will want to use again and again. However hard we try, we cannot promise that everything will run smoothly. If you see anything that you are concerned about, please contact us to let us know.

This rest of this section sets out what we are not responsible for and it is best that you read it in full.

We will market the event and feature certain companies and their job roles in that activity. However we cannot guarantee that every single job role will be included due to the size of the event and number of job roles on offer.



10.5. Some jurisdictions provide for certain warranties, like the implied warranty of satisfactory quality / merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

10.6. We will not be responsible for any of the following events (including our own negligence) even if we have been advised of the possibility of such losses:

- a. economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- b. loss of goodwill or reputation;
- c. special, indirect or consequential losses;
- d. damage to or loss of data or software; or
- e. damage to or loss of any materials relating to your exhibition space (including, without limitation, computers, laptops, tablets, mobile phones, wallets, keys and any aspect of your stand materials)

10.7. If you believe that you could experience anything that we have told you that we will not be responsible for, we recommend that you consider obtaining insurance cover.

10.8. We will not limit our liability for:

- a. fraud;
- b. death or personal injury arising out of our negligence;
- c. any legally binding promise which is implied by law that we can provide the Service to you or that you can use the Service without interference; or
- d. any other liability which cannot be excluded or limited under applicable law.

10.9. Each party acknowledges that the allocation of risk and responsibility in this Agreement is reasonable because it reflects:

- a. that it is not within our control how, and for what purposes, you use the Services;
- b. that we have not developed the Services specifically for you; and
- c. the amount of fees paid by you (if any) for the Services.

10.10. We are not responsible for the outcome of any additional marketing activity you may decide to undertake.

10.11. To the extent permitted by law, our total liability of any kind including for breach of contract, tort (including negligence) or otherwise with respect to our Services, is limited to the amount that you paid to us (if any) to participate in the Event relating to the incident for which we are responsible.

10.12. This section (and any other clause excluding or restricting our liability) applies to our directors, officers, employees, subcontractors, agents and Affiliated Organisations as well as to us



## 12. Unforeseen Circumstances

- 12.1. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control, which may include: national pandemics & epidemics, lightning, flood, severe weather, fire, war, explosion, terrorist activities, lockout, civil disturbance, anything done by government or other competent authority, industrial disputes, or any other cause not in our control whether whether ejusdem generis or not. In these cases, we do not accept responsibility for not providing you with the Services.
- 12.2. If we do have to change the venue or the date or time of the Event or any other aspects of our Services, we always aim to keep disruption to a minimum and provide the next best alternative that is economically viable.

We'll do everything we can to keep to the terms of this agreement, but there are a few things which are beyond our control.

Where we have to change things, we will do our best to keep disruption to a minimum and find a good alternative.

## 13. Other Things You Should Know

- 13.1. This Agreement, which includes the Confirmation Email and Invoice, makes up the entire agreement between us relating to our Services, and overrides any prior agreements. This Agreement, our relationship and any non-contractual obligations arising out of or in connection with this Agreement are governed by the laws of England and Wales. The courts of England and Wales have jurisdiction to settle any dispute arising out of or in connection with this Agreement, or any non-contractual obligation arising out of or in connection with this Agreement.
- 13.2. You accept that this Agreement for our Services is personal to you / your organisation and agree not to transfer it to anyone else, or to try to do so. We can transfer this agreement for our Services to another organisation provided this does not adversely affect your rights under this Agreement.
- 13.3. This Agreement may only be varied with our prior written agreement signed by an authorised representative of each of us.
- 13.4. After this Agreement comes to an end, the provisions of this Agreement, which by their nature extend beyond the termination, will survive termination of this Agreement.
- 13.5. No third party is entitled to enforce any provision under this Agreement under the Contracts (Rights of Third Parties) Act 1999. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 13.6. All notices will be given in writing at the respective addresses of the parties set out in the Order Form, unless notification of a change of address is given in writing. Notices will be effective upon dispatch if given by email or fax and confirmed by mail or recognized international courier. Any notice will be effective when received by registered or certified mail or by recognised international courier providing written evidence of delivery.
- 13.7. No failure to exercise any right under this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or any other right.
- 13.8. This Agreement may be executed in any number of counterparts, each of which when executed will constitute an

We're headquartered in the UK, and we operate under English law.

original of this Agreement, but all the counterparts will together constitute the same contract.

13.9. Headings in this Agreement will not affect the interpretation and are for convenience only.

## 14. Data Protection

14.1. This clause 13 sets out the framework for the sharing of the Shared Personal Data between you and us as data controllers.

14.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

14.3. Without prejudice to the generality of clause 13.2, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Shared Personal Data to us for the duration and purpose of this Agreement.

14.4. We will only process the Shared Personal Data for the Agreed Purposes.

14.5. We have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, those data.

14.6. We will ensure that our personnel who have access to and/or process the Shared Personal Data are obliged to keep them confidential.

14.7. We will not transfer any personal data outside the UK unless we:

- comply with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- ensure that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

14.8. You shall assist and co-operate with us in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultation with supervisory authorities and regulators.

14.9. You shall notify us without undue delay on becoming aware of any breach of the Data Protection Legislation.

14.10. Both parties shall maintain complete and accurate records and information to demonstrate compliance with this clause 13.

You and us will both comply with our respective obligations under the data protection laws in respect of your Team Members' contact details.

## 14. Definitions

"Affiliated Organisations" means any subsidiary, subsidiary undertaking or holding company of Silicon Milk Roundabout Limited, and any subsidiary or subsidiary undertaking of any such holding company for the time being.

"Agreed Purposes" means (1) the performance by each party of its obligations under this Agreement; (2) managing our relationship with you; and (3) notifying you of other events and activities organised by us.

"Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures": each has the meaning as set out in the Data Protection Legislation in force at the time.

"Data Protection Legislation" means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

"Shared Personal Data" means the name, title, email address and telephone number of each Team Member.

"Team Members" means anyone who is a member of your staff, a contractor, employee, consultant or an agent or in any way represents your company.

"You" means the individual, organisation or company who submits an order to reserve exhibition space and/or sponsorship at the Event.

"We", "us" or "our" means Silicon Milk Roundabout Limited, trading as Silicon Milkroundabout.

Any words following the words "including", "include", "in particular", "for example" or similar expressions will be construed as illustrative and will not limit the sense of the preceding words.

### Company Information

Silicon Milk Roundabout Ltd  
2 Underwood Row, London N1 7LQ  
Email: [info@siliconmilkround.com](mailto:info@siliconmilkround.com)  
Website: [www.siliconmilkroundabout.com](http://www.siliconmilkroundabout.com)  
Company Number: 10292852  
VAT Number: 249 7585 49  
Date of last revision: 23 February 2023