



# TRADE MISSION TO CALIFORNIA, USA BOOKING FORM

**14 - 18 MAY 2018**

## Contact Details

Company Name: \_\_\_\_\_

Website: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Participant(s): \_\_\_\_\_

Position(s) in Company: \_\_\_\_\_

Office Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Mission Booking Fee £** \_\_\_\_\_

**TOTAL Payable £** \_\_\_\_\_

(ABHI member £1,500 + VAT & Non ABHI member £2,000 + VAT)

**Payment of the mission fee by BACS to ABHI. Bank: Natwest SC: 56-00-27 AC: 24348228. An invoice will be sent thereafter. The mission booking fee is non-refundable and payable within 7 days of completing this form.**

Authorised Signatory Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

(ABHI Authorised Signatory)

☐ I have read and agree to the Terms and Conditions (see following pages)

Please note that for the mission to go ahead ABHI require a minimum of 10 companies to commit to attending and that ABHI reserves the right to cancel the mission should participation fall below this number.

Please do not book any travel until we confirm your place. Further information on travel, logistics and a full programme will be sent to you once your place on the mission has been confirmed.

## For more information contact:

**Scarlett O'Sullivan**, International Executive  
**+44 (0)20 7960 4368**  
**scarlett.osullivan@abhi.org.uk**



Department for  
International Trade

**USA –ABHI TERMS AND CONDITIONS**

**Please read carefully**

**1. Definitions – in these Conditions, the following terms have the following meanings:**

- 1.1 "ABHI" means Association of British Healthcare Industries Limited, c/o 4th Floor, 107 Gray's Inn Road, London, WC1X 8TZ;
- 1.2 "Agreement" means these Conditions and the Application Form;
- 1.3 "Mission Booking Form" means the Application Form to which these Conditions are attached setting out the details of the Package;
- 1.4 "Conditions" means these terms and conditions and includes the "Mission Booking Form";
- 1.5 "Mission" means the export trade mission run by ABHI as set out in the "Mission Booking Form";
- 1.6 "Fees" means the fees payable by Participating company as set out in the "Mission Booking Form"
- 1.7 "Intellectual Property Rights" means trademarks, service marks, logos, get-up, trade names, rights in design, patents, copyrights and moral rights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.8 "Delegate" means the individual listed as participating on the Mission on the "Mission Booking Form"

**2. Registration**

Registration must be made on the "Mission Booking Form". The registration once signed and submitted to ABHI is irrevocable by the Delegate

**3. Price and Payment**

- 3.1 The Delegate shall pay Fees in accordance with payment terms stated in the "Mission Booking Form". Payment for the full cost of the fees owing must be made by cheque or BACS to ABHI within two weeks of submission of the signed "Mission Booking Form". Without prejudice to any other right or remedy that it may have, if the Delegate fails to submit Fees on the payment due date, ABHI shall be entitled to (i) charge interest at the rate of 2% above the base lending rate of NatWest accruing on a daily basis until the date of actual payment and (ii) terminate this Agreement upon which the provisions of Condition 11.2 shall apply.
- 3.2 All Fees are non-refundable to the Delegate except as provided for in these Conditions.

**4. Delegate's General Obligations**

- 4.1 The Delegate shall comply with all laws or regulations or guidelines of any competent authority and terms and conditions or reasonable instructions or directions issued by ABHI (including, without limitations, in relation to health and safety or security requirements).
- 4.2 The Delegate warrants that it has the right, title and authority to enter into the Agreement and performs its obligations under it and that the person signing the Agreement on behalf of the Delegate has the requisite authority to do so.
- 4.3 Delegates must at all times conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other delegates, sponsors, ABHI staff, visitors or any buyers/distributors/agents or participants on the Mission.
- 4.4 ABHI operates a zero tolerance policy with regard to any display of abusive or threatening behaviour towards ABHI staff, guests, other participants, sponsors or any visitors/delegates. This includes, but is not exclusive to, the removal of the individual from the Mission without refund.
- 4.5 The Delegate is solely responsible for obtaining passports, visas and other necessity documentation for entrance into the United States. If the participant or alternate representative cannot participate in the Mission due to a failure to obtain documentation, the Fees shall remain payable in full.
- 4.6 The Delegate shall not (and shall procure that its director, officers, employees, agents, representatives shall not) do or permit anything to be done that might adversely affect the reputation or brand of ABHI or make any statement that is defamatory, disparaging or derogatory to ABHI
- 4.7 If a delegate is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of other delegates, guests or visitors, ABHI reserves the right to remove the delegate from the Mission and the provisions of Condition 11.2 shall apply.

**5. Specific Terms relating to Participation, Promotion and Directory Entries**

- 5.1 The delegates shall provide ABHI with all material and information including, without limitation, logos and artwork which ABHI requires for any promotion or marketing purposes, within deadlines specified by ABHI and shall comply with ABHI's reasonable requirements and directions in relation to the Materials. If the Delegate fails to provide the Materials by the deadline and to the specifications required by ABHI, ABHI reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.
- 5.2 The Representative(s) shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Representative(s) shall ensure that the content of all Materials complies with all applicable laws.
- 5.3 The Delegate warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 5.4 While ABHI will take all reasonable care in relation to the production of Materials and information incorporating the Materials, ABHI shall not in any event be responsible to the Delegate for any omissions, misquotations or other errors which may occur.
- 5.5 If the Delegate is in breach of the Agreement, ABHI reserves the right to refuse to use any Materials in relation to the Mission or may remove or delete such Materials without liability.

**6. Cancellation and Postponement of the Mission**

- 6.1 ABHI reserves the right to postpone or cancel the Mission or any part thereof at any time if a Force Majeure Event occurs which ABHI in its absolute discretion determines makes it impossible, inadvisable or impracticable for the Mission (or any part thereof) to take place. 'Force Majeure Event' means any event arising that is beyond the reasonable control of ABHI (including but not limited to postponement or cancellation of any arranged appointments with buyers/distributors/agents, contractor or supplier failure, equipment failure, Venue damage, industrial dispute affecting any third party, governmental regulations or action, military action, fire, flood, disaster, civil riot or war.) To the fullest extent permitted by law, ABHI shall not be liable to the Delegate for any loss, delay or damage resulting from or arising in connection with the cancellation or postponement of the Mission or any part thereof howsoever arising. For the avoidance of doubt, nothing in this Conditions 6.1 shall entitle the Provider to a refund of any proportion of the Fees already paid under the Agreement. If as a consequence of a Force Majeure Event the Mission is cancelled ABHI may terminate the Agreement. Conditions 9, 10 and 11 shall survive such termination of the Agreement.

**7. No right cancellation by the Provider**

Once ABHI has accepted in writing as described above the Delegate's application for the Mission a binding contract is formed between ABHI and the Delegate. The Delegate may not cancel the Agreement or withdraw

from the Mission. No refunds will be given and the Fees shall remain due and payable in full save as expressly stated in these Conditions.

**8. Termination**

- 8.1 ABHI may terminate the Agreement immediately at any time by written notice to the Delegate : (i) if the Delegate has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Mission); or (ii) the Delegate goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 8.2 Without prejudice to any other right or remedy it may have, in the event that ABHI terminates this Agreement under the provisions of Condition 8.1 ABHI shall not be required to refund any Fees received from the Delegate. ABHI shall not be liable to the Delegate for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Delegate.
- 8.3 Conditions 9, 10 and 11 shall survive termination of the Agreement under Condition 8.

**9. Liability and indemnity**

- 9.1 ABHI does not make any warranty as to its services or the Mission in general and in particular in relation to: (i) confirmed appointments with buyers/distributors/agents (ii) the benefit of outcome (commercial or otherwise) that Delegate may achieve as a result of participating in the Mission. Except as set out in these Conditions to the fullest extent permitted by law, ABHI excludes all conditions, terms, representations and warranties in relation to its services, the Mission whether written or oral, express or implied imposed by statute or by the operation of law or otherwise.
- 9.2 Although ABHI shall use reasonable care in selecting official or recommended suppliers, ABHI shall not be liable for any loss or damage suffered or incurred by the Delegate in connection with the provision of services, equipment or goods to the Delegate by such supplier (including but limited to hotels and transportation contractors).
- 9.3 Subject to the provisions of Condition 9.5 (i), ABHI shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Delegate including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) ABHI shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Delegate (iii) ABHI's maximum aggregate liability to the Delegate under the Agreement or otherwise in connection with the Mission shall be limited to the total amount of the Fees.
- 9.4 The Participants(s) shall indemnify ABHI and keep ABHI fully and effectively indemnified against all liabilities, costs and expenses in respect of claims brought against ABHI by third parties for loss of or damage to any property or injury to or death of any person to the extent that such loss or damage is attributable to any act or omission of the Delegate.
- 9.5 Nothing in these Conditions shall exclude or limit liability which cannot be excluded or limited by law.

**10. Confidential Information**

For the purposes of this Condition 10, 'Confidential Information' means information disclosed by a party (the 'Disclosing Party') to another (the 'Receiving Party') relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Delegate's participation in the Mission shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosures of) any Confidential Information of the Disclosing Party. This restriction does not apply to (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities, and (v) information developed or created by one party independently of the others.

**11. General**

- 11.1 ABHI reserves the right, at any time, to make any changes to the Conditions or impose any additional regulations which it deems necessary in the best interests of the Mission , or which are required to conform with any applicable legal requirement, legislation or as a result of the act or omission of any third party.
- 11.2 ABHI reserves the right to refuse any person participation in the Mission at any time.
- 11.3 ABHI cannot guarantee that a mission participant will be the sole representative of their particular product sector.
- 11.4 Without prejudice to Condition 6, if by any reason of any Force Majeure event (as defined in Condition 6.1) ABHI is delayed in or prevented from performing any of its obligations under Agreement then such delay in or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Delegate by reason thereof. For avoidance of doubt, nothing in this Condition 11.3 shall excuse the Delegate from the payment of the Fees under the Agreement.
- 11.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 11.6 Each party acknowledges that the Agreement constitutes the entire Agreement between the parties and that it does not rely upon any oral or written or graphic representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
- 11.7 No rights under the Agreement may be assigned by the Delegate) without the prior written consent of the ABHI. The Delegate may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of ABHI.
- 11.8 A person who is not a party to the Agreement shall not have any rights under or connection with it.
- 11.9 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 11.10 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 11.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signing the Mission Booking Form on page 1 will be taken as acceptance of these Conditions. Please take the time to read carefully all the terms and conditions of participation.