

THE MENOPAUSE AWARDS TERMS AND CONDITIONS

These terms and conditions shall apply to all orders for sponsorship, product entries and admission tickets related to The MIA Awards.

1. Placing an Order

1.1 The Customer wishes to contract with the Company in relation to The Menopause Awards and the Company accepts the Customers order subject to these terms and conditions.

1.2 All orders relating to The Menopause Awards are accepted by the Company subject to these terms and conditions which shall apply to the exclusion of all other terms and conditions (including any which the Customer purports to apply under any purchase order, confirmation of order or other document).

1.3 Unless agreed otherwise in writing, no order placed by the Customer shall be deemed accepted by the Company until the Company's Order Confirmation Form is issued.

2. Customer's Warranties and Indemnity

2.1 The Customer warrants, represents and undertakes to the company that:

2.1.1 the Customers Materials do not, and will not, contravene any Act of Parliament, law of the European Union, rule of any statutorily recognised regulatory authority or any other relevant legislation. The Customer warrants that the use of the Customers Materials by the Company will not in any way infringe any other party's copyright, trademark or other proprietary rights or breach any contract or otherwise expose the Company to the risk of any proceedings whatsoever.

2.1.2 the Customers Materials are legal, decent, honest and truthful and do not infringe the British Code of Advertising Practice or another relevant Standards Authority code.

2.1.3 where it is acting as an agency the Customer is authorised to order/deliver the Customer Materials. Further, the Customer acknowledges that it is contracting with the Company as principal notwithstanding that the Customer may be acting directly or indirectly for a third-party company or organisation or in any other representative capacity.

2.1.4 Tickets issued to the Customer will only be used by Customer's staff, clients and invited guests. The Customer will not offer or attempt to resell or auction tickets issued for The Menopause Awards.

2.2 In relation to Customer Materials to be used in digital media the Customer will, without exception, provide mobile ad creative formats for all campaigns as detailed on the Order Confirmation form. The Customer shall ensure that any such Customer Materials supplied or provided to the company:

2.2.1 are entirely free from any viruses, malware or similar software and shall not include or contain links or references to any website which is not secure or protected or which may cause damage or loss to the company or any third party; and

2.2.2 shall be compatible with all commonly used desktop, tablet or mobile phone devices and in the case of tablet or mobile phone devices shall be compliant with both iOS and Android operating systems.

2.3 The Customer agrees to indemnify and keep indemnified the Company against any and all actions, proceedings, claims, demands, damages and costs (including legal costs on a full indemnity basis) and any other loss or liability arising directly or indirectly from breach by the

Customer of any of the Customer's warranties or of any other obligation of the Customer whether under these terms and conditions or implied by law.

3. Event Programme and Venue

3.1 The Company has full control over The Menopause Award's programme, schedule, running order, presenters, hospitality, ticketing and seating plans including any changes to the dates, the Event name and the venue and reserves the exclusive right to change at its sole discretion the same.

3.2 The Customer acknowledges that access to the venue and any activities at the venue for The Menopause Awards may be subject to the requirements of the relevant public authorities and the procedures, rules and regulations of the venue owner in respect to health and safety, security and general use of the venue.

3.3 The Company and the venue owner may exclude or remove from The Menopause Awards event any person(s) whose presence is undesirable in their reasonable opinion, regardless of whether that person is an employee, agent, contractor, guest or invitee of the Customer. Specifically, but not limited to, any person(s) who:

3.3.1 bring any illegal drugs to the event or who are under the influence of the same

3.3.2 are abusive, threatening, disruptive, intimidating or unruly to other guests or venue staff

3.3.3 do not have a bona fide reason to be at The Menopause Awards.

3.4 The Company retains the right to charge the Customer for any costs associated to breaches of clause 3.3.

3.5 The Customer will notify the Company in writing not less than 10 working days before the event date if any of its employees, clients or invited guest have any allergens or specific dietary requirements. Some requests may incur an additional charge.

3.6 The Customer will notify the Company in writing not less than 10 working days before the event date if any of its employees, clients or invited guest have any specific accessibility requirements that the Company should be aware of.

3.7 Customers can change the employees, clients or invited guests providing that written notification is given to the Company not less than 10 working days before the event date.

3.8 Customers are expected to encourage their employees, clients or invited guests to show due respect during speeches and the presentations of awards by not causing a disturbance or distraction to other attendees or they will be removed from the venue.

3.9 Reception drinks and table wine, beer and soft drinks will be provided. Any other drinks ordered by the Customers employees, clients or invited guests must be paid for directly by them at the time of service.

4. Supplied Artwork

4.1 Any artwork and/or photographic materials submitted by the Customer are submitted to and used by the Company entirely at the risk of the Customer or the organisation they are submitted from.

5. Late Supply of Customer Materials

5.1 If, following acceptance of an order by the Company, the Customer's instructions and/or Customer Materials are not received by the date specified on the Order Confirmation Form, the Company reserves the right refuse acceptance of such instructions and/or Customer Materials.

5.2 The Company reserves the right to reasonably charge the Customer where the Company's suppliers are involved in additional production work owing to acts of the Customer or its representatives.

6. Cancellations

6.1 The company reserves the right to cancel or postpone The Menopause Awards at any time and will provide the Customer with notice of the same as soon as is reasonably practicable. Where the Company changes the format, date, timing or content of The Menopause Awards the Customer's order will be delivered for The Menopause Awards as altered. There is no entitlement to a refund.

6.2 If the Company cancels The Menopause Awards the Company shall provide to the Customer a credit equal to the total sums paid by the Customer at the date of the cancellation notification minus the reasonable value of any order fulfilled prior to such date (calculated in good faith) which shall be applied towards other services organised and/or provided by the Company.

7. Intellectual Property Rights

7.1 All intellectual property rights in The Menopause Awards, content, logo, images and videos shall remain the exclusive property of the Company.

7.2 All intellectual property rights in the Customer's logo, brand and Customer Materials shall remain the exclusive property of the Customer.

7.3 The Customer grants to the Company a non-exclusive, royalty free, worldwide licence to publish, reproduce and display the Customers brand name(s), logo(s) and related content for the sole purpose of promoting The Menopause Awards. The Customer warrants that it has secured all necessary, licenses, permissions, clearances, consents, right, title, interest and intellectual property rights for this purpose.

7.4 The Company grants to the Customer a non-exclusive, non-assignable, non- sublicensable, royalty free, worldwide licence to publish, reproduce and display The Menopause Awards logo for the sole purpose of promoting the Customers participation The Menopause Awards. The Customer warrants that it will not use the MIA Awards logo for any other purpose. The Company warrants that it has secured all necessary, licenses, permissions, clearances, consents, right, title, interest, and intellectual property rights for this purpose.

7.5 Customers whose products are "Shortlisted", "Highly-commended" or "Winners" will have a non-exclusive, non-assignable, non- sublicensable , royalty free, worldwide licence use the Company-supplied "Shortlisted", "Highly-commended" or "Winners" logos in their publicity and marketing but only for the product(s) that Won, were Shortlisted or were Highly-commended.

7.6 Any goodwill arising from the use by one party of the other party's name or intellectual property rights shall accrue to that party. Company-supplied "Shortlisted", "Highly-commended" or "Winners" logos in their publicity and marketing but only for the product(s) that Won, were Shortlisted or were Highly-commended .

7.7 Any goodwill arising from the use by one party of the other party's name or intellectual property rights shall accrue to that party.

8. Rates and Payment

8.1 Unless the Company agrees otherwise in writing:

8.1.1 The Fees for any Customer Materials will be as stated on the Order Confirmation Form.

8.1.2 Payment for each invoice issued is due immediately. Where the Company allows credit, it will do so (unless it stipulates otherwise) for the period of 30 days following the date of invoice. The Customer acknowledges the costs to the Company of late payment of its invoices and accordingly agrees to pay in respect of any late payment interest (accruing on a daily basis) on the amount unpaid at the rate of 5 per cent above the current base rate of the National Westminster Bank plc from the due date for payment, both after as well as before any judgement or order.

8.1.3 The Company reserves the right to charge the Customer for any charges that arise as a result of using a third party for collection of a debt.

9. The Company's Rights in Customer Materials

9.1 The Company shall have perpetual royalty-free licence to reproduce at its sole discretion selected Customer Materials in any format whatsoever and wheresoever.

10. Liability

10.1 The Company shall not be liable for any loss or damages suffered by the Customer as a result of any total or partial failure to run The Menopause Awards in which any Customer Materials are scheduled to be included, or for any error, misprint or omission in the printing of any Customer Materials provided by the Company to the Customer.

10.2 The Company shall not be liable, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, consequential loss, loss of revenue and/or any other loss suffered by the Customer and the Company's maximum liability for any loss or damage directly or indirectly arising out of or in relation to The Menopause Awards, whether in contract, tort or otherwise shall not exceed the total sum actually paid by the Customer.

10.3 Nothing in these terms & conditions will limit either party's liability in respect to death or personal injury.

11. Term and Termination

11.1 A contract between the parties shall come into force on the day the Order Confirmation Form is signed or the date the Customer otherwise indicates in writing its acceptance of its provisions.

11.2 Without prejudice to the Company's other rights and remedies, the Company may terminate this contract by issuing written notice to the Customer if:

11.2.1 the Customer does not make payment of the Fees to the Company in accordance with the terms of the Order Confirmation Form; or

11.2.2 the Customer or a member of the Customers personnel is convicted of any criminal offence and so conducts itself/themselves in a way that will bring the Company or The Menopause Awards into disrepute.

11.3 Without prejudice to its other rights and remedies, either party may terminate this contract by issuing written notice to the other party if:

11.3.1 that other party ceases to carry on business, becomes insolvent or, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of its assets, or suffers from enforcement of security or legal process or repossession or any similar event to any of the above in any jurisdiction; or

11.3.2 the other party is in breach of any material provision of these terms & conditions and, if the breach is capable of remedy, fails to remedy the breach within 14 days after receiving notice specifying details of the breach and requesting it to be remedied.

11.4 If the Customer or the Company terminates this contract under this clause 11, the Customer shall be liable to pay to the Company the Fees which are reasonably attributable to the contract which have been performed up to the date of termination (as reasonably determined by the Company).

11.5 Termination or expiry of this contract will not affect the rights or liabilities of either party accrued prior to termination or expiry, or any terms intended expressly or by implication to survive termination or expiry.

13. Miscellaneous

13.1 These terms & conditions and all other express terms of the contract between the Customer and the Company shall be governed and construed in accordance with the Laws of England and the Customer submits to the jurisdiction of the English Courts.

13.2 The Company reserves the right to vary and not be bound by these terms & conditions if The Menopause Awards cannot proceed due to the instructions of an authorised government or public body in respect to exceptional circumstances such as, but not limited to acts of terrorism, natural disaster or disease pandemics.

13.3 Reference to an act or omission of the Customer shall include any act or omission of any relevant employee or agent of the Customer.

13.4 Reference to any gender shall include reference to other genders and reference to the singular shall include reference to the plural (and vice versa)

13.5 Reference to any Act of Parliament or Code of Practice shall be deemed to include reference to such Act or Code as amended, updated, re-enacted or replaced from time to time.

Definitions

The following terms shall have the following meanings

"Company" shall mean Menopause in Practice

"The Menopause Awards" shall be the annual gala dinner and awards ceremony owned and run by the Company and includes any associated programme of activity

"Fees" shall be the monies payable by the Customer to the Company and set out on the Order Confirmation Form.

"Order Confirmation Form" shall be the form attached to these terms and conditions which set outs the details of the Customers order.

"Customer" shall mean the entity, company or organisation purchasing tickets, entering products or providing sponsorship and any agency, representative or third-party organisation that represents the Customer from time to time.

"Customer Materials" shall include promotional, PR or advertising material supplied or provided to the Company by the Customer or on behalf of the Customer including but not limited to any display advertisement, imagery, video, content, promotional materials, promotional lists, attendee gifts or product samples.

"Tickets" shall mean the tickets issued by the Company to the Customer allowing the Customers clients, employees and invited guests to attend The Menopause Awards

For more information about The Menopause Awards 2026 or if you have any queries about your entry or table booking, email harriet@mbodymedia.co.uk.