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## IOP Publishing Limited – Cancellation Policy

This cancellation policy applies to all orders for exhibition space at an event submitted to IOP Publishing Limited (“IOP”). Submission of an order is regarded as a firm booking (subject to availability and acceptance by IOP) and acceptance of the terms of this policy. Cancellation charges will apply to all bookings.

This policy was last updated on 12 April 2012.

Any cancellation by you must be given in writing to IOP. E-mail shall not be sufficient for these purposes.

For any cancellation by you the following cancellation charges shall apply:

- if the written cancellation is received by IOP at least three months prior to the first day of the relevant event, a cancellation charge of 25% of the total contract value shall be immediately payable;
- if the written cancellation is received by IOP less than three months, but at least six weeks, prior to the first day of the relevant event, a cancellation charge of 50% of the total contract value shall be immediately payable;
- if the written cancellation is received by IOP less than six weeks prior to the first day of the relevant event, or you do not attend the event without giving written notice of cancellation, a cancellation charge of 100% of the total contract value shall be immediately payable.

IOP reserves the right to cancel any order without warning or liability at any time prior to the start of the event if any amounts due from you have not been paid by the relevant due date. In the event of cancellation by IOP for non-payment, this shall be treated as a cancellation by you and the cancellation charges set out above shall apply.

In addition, in the event of you breaching the terms of your contract with IOP for the event or in the event of your bankruptcy, you entering into liquidation, you having a receiver, administrator or trustee appointed over any of your assets or you entering into any composition or compromise with your creditors, IOP reserves the right to cancel your order immediately without liability to you. Any such cancellation shall be deemed to be a cancellation by you and the cancellation charges above shall apply.

IOP is not under any obligation to resell any exhibition space cancelled by you. However, in the event that IOP does resell such space, then the cancellation charge payable by you shall be

reduced by the amount IOP actually receives from the re-sale of the space. However, notwithstanding the amount IOP actually receives, the cancellation charge payable by you shall not be reduced below 25% of the total contract value, which shall remain payable by you in all circumstances. This 25% charge shall be payable by you to cover IOP's administration costs in dealing with your cancellation and re-selling the space. IOP shall refund any relevant reduction in the cancellation charge within 30 days of the end of the relevant event.

Any payments made by you in cleared funds in relation to the cancelled order prior to the cancellation shall be taken as payment (or part payment as the case may be) of the relevant cancellation charge set out above. In the event that the payments already made by you in cleared funds in relation to the cancelled order exceed the relevant cancellation charge set out above, then IOP shall issue a credit note and refund payment to you within 30 days of receipt of your written cancellation.

Any reduction by you of your requirements for the event shall be treated as a cancellation of those requirements, and shall be subject to the cancellation charges set out above in relation to the charges for the requirements cancelled.

You agree that the above cancellation charges are a genuine and reasonable estimate of the costs which will be incurred by IOP in administering your booking and cancellation and the loss it would suffer in trying to resell the exhibition space.

### **Event Cancellation**

IOP reserves the right to cancel or postpone any event at any time and at its sole discretion. In the event of a cancellation or you being unable to attend any re-arranged date for the event, IOP will refund any payments paid by you in relation to the relevant event and this refund (if any) shall be the full extent of IOP's liability to you arising out of such cancellation or postponement. If you have not made any payments in relation to the relevant event, then IOP shall have no liability to you arising out of such cancellation or postponement. In the event of cancellation or postponement, IOP will use reasonable endeavours to alert those who have booked to exhibit and details of any cancellation or postponement will be posted on the appropriate event website. You are responsible for checking this information prior to the event.

### **General**

Any variation, including the introduction of any additional terms and conditions, to this policy shall only be binding when agreed in writing and signed by a duly authorised representative of IOP.

### **Governing Law**

This policy is governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction to determine any disputes which may arise under them.