

# MACH 2022

# TERMS & CONDITIONS

THE MACH 2022 TERMS AND CONDITIONS MUST BE CAREFULLY STUDIED BY THE EXHIBITOR.

THE STAND REGULATIONS ARE PART OF THE TERMS AND CONDITIONS AND MUST BE BROUGHT TO THE ATTENTION OF THE EXHIBITOR'S STAND DESIGNERS, AGENTS AND CONTRACTORS.

## 1. Definitions

1.1. In this Contract the following expressions shall have the meaning assigned to them below:

<b>"Active Member"</b>	Any member who has completed the membership process, been listed in MTA records as an active member and paid all fees due.
<b>"Charges"</b>	All sums due from the Exhibitor under this Contract from time to time.
<b>"Contract"</b>	These Terms and Conditions, the related Order Form, the NEC Regulations, the Exhibitor Manual and the Stand Regulations.
<b>"Exhibit"</b>	Any item or service accepted by MTA on the recommendation of the Exhibition Committee for display at the Exhibition. MTA's decision as to whether to accept an item or service for display at the Exhibition shall be absolute.
<b>"Exhibition"</b>	The MACH 2022 exhibition to be held at the Venue on 04-08 April 2022.
<b>"Exhibition Committee"</b>	The committee established by MTA from time to time, to advise MTA on aspects of the Exhibition.
<b>"Exhibition Period"</b>	The period commencing described as such in the Exhibitor Manual.
<b>"Exhibition Space"</b>	All that part of the Venue upon which Stands for the display of Exhibits are to be erected.
<b>"Exhibitor"</b>	The person described in the Order Form who has applied for a Stand.
<b>"Exhibitor Manual"</b>	A manual to be prepared by the MTA which is to be distributed to all Exhibitors approximately six months prior to the Exhibition setting out practical aspects of the Exhibition. The Exhibitor Manual will be distributed via a website which requires the Exhibitor to log in using login details which will be provided by MTA.
<b>"Exhibition Organiser"</b>	Persons appointed by the MTA from time to time to organise any aspect of the Exhibition.

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<b>"Membership Activation Date"</b>	The later of (a) the date upon which the Exhibitor's application for membership is approved and (b) the date upon which it paid its first membership subscription in full.
<b>"MTA"</b>	The Manufacturing Technologies Association, incorporated and registered in England and Wales with company number 00154271 whose registered office is at 62 Bayswater Road, London W2 3PS.
<b>"NEC"</b>	The National Exhibition Centre Limited.
<b>"NEC Regulations"</b>	Regulations issued by NEC from time to time to be observed by all Exhibition Organisers, Exhibitors and the staff and contractors of Exhibitors, which are available at <a href="http://www.thenec.co.uk/exhibitors/exhibitor-guide">http://www.thenec.co.uk/exhibitors/exhibitor-guide</a>
<b>"Order Form"</b>	The contract supplied with these Terms and Conditions which has been signed by the Exhibitor and MTA and identifies the Exhibitor's Stand Space.
<b>"Qualifying MTA Member"</b>	A company who remains in membership for 2 years following their membership activation, has paid all membership fees due in relation to that period in full to MTA in cleared funds and who is in active membership at the time of the exhibition.
<b>"Service Providers"</b>	Any third party whose products or services MTA recommends or makes available to the Exhibitor from time to time.
<b>"Stand"</b>	Any platform, building works, or other construction erected upon the Stand Space for the display or in connection with the display of Exhibits.
<b>"Stand Regulations"</b>	The document of that name available at <a href="http://www.machexhibition.com/">http://www.machexhibition.com/</a> , as amended by MTA from time to time.
<b>"Stand Space"</b>	An area of Exhibition Space allocated by MTA to the Exhibitor in the Order Form, upon which the Exhibitor is to erect a Stand.
<b>"Terms and Conditions"</b>	This document.
<b>"Unforeseen Circumstances"</b>	Any event arising that is beyond the reasonable control of the MTA, including, without limitation, royal demise, damage to or cancellation by, the Venue, interruption or failure of utility service, industrial action or strike, any law or any action taken by a government or public authority, acts of God, epidemic, pandemic, fire, flood, drought,

earthquake or other natural disaster, third party contractor/supplier failure, military action, civil riot, acts of terrorism, armed conflict or war (including the threat thereof) and nuclear, chemical or biological contamination.

“Venue” or “NEC”

National Exhibition Centre, Birmingham, England.

## 2. Stand Space

- 2.1. The Exhibitor has applied for Stand Space on which it can display Exhibits that comply with the Stand Regulations (but nothing else). MTA agrees to provide that Stand Space, subject to the terms in the Contract.
- 2.2. The Exhibitor agrees promptly to provide such further information as MTA may request from time to time concerning any Exhibit the Exhibitor is proposing to display, its Stand and/or the content of the Order Form and to cooperate with the Exhibition Organiser. The Exhibitor shall promptly provide any information specified in the Exhibitor Manual or Stand Regulations from time to time. Additional charges may apply if deadlines are not met.
- 2.3. The Exhibitor shall comply (and ensure that its staff, designers agents and contractors comply) with the Stand Regulations, the NEC Regulations and the requirements set out in the Exhibitor Manual.
- 2.4. It is a condition of this Contract that the Exhibitor completes the construction of its Stand by the time and in accordance with the provisions specified in this Contract, and particularly the Stand Regulations.
- 2.5. In the event that the Exhibitor has failed for any reason to complete the construction of its Stand by the time and in accordance with the provisions specified in this Contract, then the Exhibitor’s right to the Stand Space will immediately and automatically terminate (without the need for the issuing of any notice) and all related rights of the Exhibitor shall be extinguished; the Exhibitor shall not be entitled to any refund. In such circumstance, MTA shall have full power to deal with any Exhibit, machinery or other property of the Exhibitor at the Venue and shall have the right to re-allocate the Exhibitor’s Stand Space in such a manner as it thinks fit. The Exhibitor will promptly on demand reimburse all costs MTA incurs in moving, storing or disposing of the Exhibitor’s Exhibit, machinery or other property. MTA shall have the right to sell the Exhibitor’s Exhibit, machinery or other property and use the proceeds in payment of MTA’s costs and any outstanding Charges, and shall return any excess to the Exhibitor.
- 2.6. The MTA may, in its absolute discretion, take steps to prevent the display of any exhibit from the Exhibition before or during the Exhibition if it does not conform in all respects with the details submitted with the Exhibitor’s stand layout plan or if it breaches any term of clause 6. The cost of such removal shall be borne by the Exhibitor.

## 3. Stand packages

- 3.1. The Order Form indicates whether the Exhibitor has booked a space only Stand or a shell Stand. The difference between the Stand types is as follows:
  - 3.1.1. **Space Only Stands** – include provision of first lift of Exhibits on and off the stand. A more detailed definition of ‘first lift’ will be provided in the Exhibitor Manual.
  - 3.1.2. **Standard Shell Scheme Stands** - include provision of fascia, ceiling grid, carpet, company name board, and basic electrics but excludes furniture. A more detailed specification of the shell scheme option will be provided in the Exhibitor Manual. A “first lift” is not included.

- 3.1.3. **Shell Schemes plus Furniture** – Also referred to as ‘Package’ includes a standard shell scheme Stand and the furniture set out in the literature relating to the relevant package
- 3.2. The Exhibitor is entitled to an entry in the Exhibition catalogue (provided the Exhibitor has returned its signed Contract by the deadline date specified in the Exhibitor Manual for entry in the catalogue and submits the relevant information required for its entry before that date).
- 3.3. The Exhibitor is only entitled to a single entry per allocated stand
- 3.4. The Exhibitor is entitled to a standard entry in the MTA’s MACH website where MTA will provide structured space for information regarding the Exhibitor, its products, services and other information as deemed appropriate by MTA.
- 3.5. Premium entries are also available but an additional fee is payable for this service
- 3.6. The Exhibitor is entitled to use the Exhibition logo to promote their presence at the show. The logo must not however be altered in anyway before use without the prior written approval of MTA.
- 3.7. Stand rental also includes reasonable Stand cleaning services and the provision of adequate fire extinguisher cover for normal risks.
- 3.8. The Exhibitor acknowledges and agrees that:
- 3.8.1. It is the Exhibitor’s decision whether or not to use any Service Provider and that MTA accepts no liability for the acts or omissions of any Service Providers; and
- 3.8.2. that an element of MTA’s agreements with the Service Providers may be payment of a commission to MTA for Exhibitors who contract for the Service Providers’ products and services in connection with the Exhibition.

#### **4. Rights in relation to Stand Space**

- 4.1. The Exhibitor agrees that this Contract is not intended to create, and shall not create, a tenancy in favour of the Exhibitor, whether under the Landlord and Tenant Act 1954 or otherwise. MTA and NEC shall retain the right to access and use the Venue, including the Stand Space, at all times, provided that they use their reasonable endeavours not to interfere with the Exhibitor’s use of the Stand Space at the Exhibition.
- 4.2. The MTA shall have the right at any time before the commencement of the Exhibition Period to vary the size and/or position of the Stand Space allotted to the Exhibitor, in such a case the MTA will make every effort to find an acceptable alternative Stand Space. If the Exhibitor does not accept that variation and chooses to terminate the contract then the termination shall be subject to payment by the Exhibitor of a termination fee on the basis set out in clause 11.1).
- 4.3. The MTA shall be entitled to relocated an Exhibitor’s Stand Space if in MTA’s reasonable opinion the Exhibitor/its Exhibits were placed in an inappropriate area of the Exhibition Space. If the Exhibitor does not accept that relocation the termination shall be subject to payment by the Exhibitor of a termination fee on the basis set out in clause 11.1).
- 4.4. If any variation of the Stand Space allotted to an Exhibitor occurs and this Contract is not terminated, the Charges in respect of the revised Stand Space shall be re-calculated by the MTA in line with clause 8 and any refund shall be paid promptly to the Exhibitor. No charge will be made for any additional space allocated to the Exhibitor in any such variation.

- 4.5. The MTA reserves the right without liability at any time and for any reason to make changes to the format, content, venue and timings of the Exhibition. If any such changes are made, the Order Form will continue to be binding on both parties, provided that the Stand Space shall be amended as the MTA considers necessary to take account of the changes.
- 4.6. This contract shall not operate to transfer ownership of any item from MTA to the Exhibitor and the Exhibitor shall return all items provided to it by or on behalf of MTA in connection with the Exhibition at the end of the Exhibition, in accordance with the Stand Regulations and in the same condition as they were provided (fair wear and tear excepted).

## **5. Health and safety and insurance**

- 5.1. MTA accepts its responsibilities as laid down under all health and safety legislation and is committed to the safe installation, running and dismantling of the Exhibition. The full policy statement and health and safety regulations will be included in the Exhibitor Manual.
- 5.2. It is a condition of entry into the Exhibition that the Exhibitor complies with all health and safety legislation at all times and procures that its staff, contractors and agents also comply. It is the Exhibitor's legal and moral responsibility to ensure that health and safety is not put at risk by its actions.
- 5.3. In the event that the Exhibitor has failed for any reason to comply with all health and safety legislation at all times and/or procures that its staff, contractors and agents also comply, then MTA shall have the right to:
  - 5.3.1. forthwith require the Exhibitor to stop and rectify such breach or to have a third party rectify such breach (at MTA's absolute discretion) at the Exhibitor's cost (which shall be reimbursed to MTA forthwith on demand); and/or
  - 5.3.2. forfeit the Exhibitor's right to the Stand Space, which will immediately and automatically terminate (without the need for the issuing of any notice) and all related rights of the Exhibitor shall be extinguished; the Exhibitor shall not be entitled to any refund. In such circumstance, MTA shall have full power to deal with any Exhibit, machinery or other property of the Exhibitor at the Venue and shall have the right to re-allocate the Exhibitor's Stand Space in such a manner as it thinks fit. The Exhibitor will promptly on demand reimburse all costs MTA incurs in moving, storing or disposing of the Exhibitor's Exhibits, machinery or other property. MTA shall have the right to sell the Exhibitor's Exhibits, machinery or other property and use the proceeds in payment of MTA's costs and any outstanding Charges, and shall return any excess to the Exhibitor.
  - 5.3.3. Decline the Exhibitor's applications to exhibit at future Exhibitions
- 5.4. The Exhibitor shall insure fully against any liability falling upon it by reason of claims by its employees, servants, agents or sub-contractors, third parties and their respective dependants who may suffer damage or injury to or loss of personal property and against such other risks as may be required by statute or by NEC Regulations, or by prudent business practice.
- 5.5. Without prejudice to clause 5.3, the Exhibitor shall effect and maintain with a reputable insurer public liability insurance with a cap of not less than £5,000,000 which covers all acts and omissions occurring during the Exhibition or at any other times when the Exhibitor or anyone for whom it is vicariously liable is at the Venue. The Exhibitor shall ensure that all of its contractors and agents also carry public liability cover in at least that amount to cover the same period. The Exhibitor shall promptly supply a copy of its insurance certificate and those relating to its contractors, together with evidence that the premiums have been paid in the manner set out in the Exhibitor Manual and, additionally, promptly on demand by MTA from time to time.

- 5.6. Such policies of insurance and receipts for the premium thereon and a copy of the insurance certificate must be forwarded to the Exhibition Organisers prior to the Exhibition build up dates as detailed in the Exhibitor Manual.

## **6. Restrictions upon the Exhibitor**

- 6.1. No Stand Space allotted to the Exhibitor may be sublet, transferred, assigned, shared or otherwise disposed of (in whole or part) by the Exhibitor without express permission of the MTA in writing and upon such terms as MTA, in its absolute discretion, may determine.
- 6.2. Only the Exhibits that comply with the Stand Regulations may be displayed on the Stand Space allotted to the Exhibitor unless the prior express permission of the MTA has been obtained in writing (and such permission may be withheld, or subjected to such terms, as MTA may determine, in its absolute discretion). The Exhibitor shall keep MTA informed of its Exhibits and answer MTA's reasonable questions relating to the Exhibitor's Exhibits promptly, from time to time.
- 6.3. Exhibits may not be exhibited by Exhibitor unless the Exhibitor is an authorised agent or distributor in the UK, or the manufacturer of, the Exhibit.
- 6.4. Second-hand machinery may not be exhibited unless it is reconditioned to an "as new" standard.
- 6.5. The Exhibitor shall not purport to be the authorised agent, distributor or other appointee of a third party in relation to an Exhibit (or purport to have any other right in relation to the promotion, marketing, sale or supply of an Exhibit), unless they actually have that position or right in relation to that Exhibit.

## **7. Obligations on the Exhibitor in relation to NEC**

- 7.1. The Exhibitor undertakes to MTA and to NEC (on the express understanding that NEC shall be entitled to enforce these undertakings as a third party beneficiary of this clause under the Contracts (Rights of Third Parties) Act 1999) that it will:
- 7.1.1. ensure that its Stand Space is clean and tidy at all times;
- 7.1.2. accept all risks to its property while it is at the Venue (and make such insurance arrangements as it considers prudent);
- 7.1.3. ensure that it has all necessary licences and consents relating to intellectual property in relation to anything exhibited, upon or used in connection with, its Stand Space;
- 7.1.4. ensure that it has left the Venue, having removed all its Exhibits, Stands, materials and waste before the time and date stated in the Stand Regulations (and the Exhibitor accepts that any materials it leaves behind will be treated as waste and may result in a charge for waste removal and associated cleaning; further details are included in the Stand Regulations); and
- 7.1.5. immediately on request remove from the Venue any item it brought into the Venue that is reasonably considered by MTA or NEC to be unsafe, undesirable, inappropriate, harmful (including as to the commercial reputation of MTA or NEC), offensive, obscene, or which may cause a breach of law.
- 7.2. The Exhibitor undertakes to MTA and to NEC (on the express understanding that NEC shall be entitled to enforce these undertakings as a third party beneficiary of this clause under the Contracts (Rights of Third Parties) Act 1999) that the Exhibitor will not, and will not allow any third party to:

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- 7.2.1. conduct any activity on its Stand Space or elsewhere at the Exhibition which falls outside the Exhibition profile;
  - 7.2.2. use or obtain any mains gas, compressed air or electricity or any connections to the Stand Space for the supply of gas, water, compressed air, internet connections, telephones, electricity or waste removal, which is not supplied or authorised by NEC;
  - 7.2.3. fix any primary rigging points or primary fixings (including by bolting down) to the Venue;
  - 7.2.4. do anything that might prejudice any licence or consent relating to the Venue;
  - 7.2.5. do anything at the Venue which breaches any law or might cause a nuisance to NEC or any other occupiers of the Venue and/or adjoining premises;
  - 7.2.6. cause any harm or damage to the fabric of the Venue;
  - 7.2.7. provide any food, drinks, tobacco products, tobacco substitutes or other consumables at the Venue;
  - 7.2.8. use the venue for any immoral purpose, for betting or gaming or to hold a lottery;
  - 7.2.9. bring any animal onto the Venue (other than guide or assistance dogs);
  - 7.2.10. place or keep at the Venue any naked flame, or substance which in MTA's or NEC's opinion is dangerous, explosive, or objectionable;
  - 7.2.11. make any alterations, attachments or additions to the Venue;
  - 7.2.12. place any unusual loads on any beam, pillar or other part of the structure of the Venue;
  - 7.2.13. suspend anything from the roof of the Venue;
  - 7.2.14. offer for sale or sell any books, magazines, records, tapes or other similar goods;
  - 7.2.15. make any application for a temporary event notice in respect of the Venue under the Licensing Act 2003 or otherwise;
  - 7.2.16. make any arrangements for the commercial broadcasting, recording, televising or web streaming of the Exhibition;
  - 7.2.17. carry out any build or break activities while the Exhibition is open; or
  - 7.2.18. place any advertising, branding or signage outside the Exhibitor's Stand Space.
- 7.3. The Exhibitor agrees to indemnify MTA on demand from time to time against any and all claims, damages, losses, costs and expenses suffered or incurred by MTA as a result of the Exhibitor's failure to comply with the terms of clauses 7.1 and/or 7.2.



## **8. Charges**

### **8.1. VAT**

8.1.1. All Charges quoted in this Contract are exclusive of VAT. VAT will be added to each invoice and payable in addition to (and at the same time as) the sum upon which it is due.

8.1.2. Exhibitors who are VAT exempt MUST provide a valid VAT exemption reference

### **8.2. Invoice payment**

Unless otherwise agreed, all invoices issued by MTA must be paid within 30 days of their date.

### **8.3. Applicable Charges**

The Charges for Stand Space vary according to the Exhibitor's MTA membership status. The applicable Charges below will be applied. If after the Order Form has been prepared, the Exhibitor's MTA membership status changes (because for example the Exhibitor ceases to be a member of MTA), the Charge payable for Stand Space will be adjusted to the new applicable price below and any additional Charges may be invoiced by MTA immediately.

#### **8.3.1. Qualifying MTA Members**

The following Charges apply to Stand Space if the Exhibitor is and remains a Qualifying MTA Member:

<b>Description</b>	<b>Basic rate/m<sup>2</sup></b>
MTA Members (Space Only Option)	£275
MTA Members (Shell Scheme Option)	£275

#### **8.3.2. Members who join MTA on or before 28th February 2022 but too late to be Qualifying MTA Members**

If the Exhibitor becomes a Qualifying MTA Member in all respects other than the date upon which it joined MTA, the following stand rental Charges will be applied based on the Exhibitor's Membership Activation Date. The Charges below apply to both space only and shell scheme stands:

<b>Membership Activation Date</b>	<b>Basic rate/m<sup>2</sup></b>
1 May 2019 – 31 August 2021 (inclusive)	£285
1 September 2019 – 31 December 2021 (inclusive)	£295
1 January 2020 – 28 February 2022 (inclusive)	£305

**8.3.3. Non MTA Member Exhibitors and Members with Membership Activation Dates after 28 February 2022**

<b>Description</b>	<b>Basic rate/m<sup>2</sup></b>
Non Members (Space Only Option)	£365
Non Members (Shell Scheme Option)	£395

**8.3.4. Sponsorship Packages**

Where an Exhibitor takes a sponsorship package in addition to Stand Space, the details of that sponsorship package and the details of the package, its costs and payment dates will be recorded separately, but the terms of this Contract shall apply.

## **9. Payment terms**

### **9.1. Payment Method**

The standard payment method for the Charges is Direct Debit unless the exhibitor opts for the single instalment option as laid out in clause 9.5. Other payment terms are available on application to the MTA and at the MTA's sole discretion.

### **9.2. Overseas Payments**

Remittances from abroad must be made by electronic transfer and paid in pounds sterling. A payment schedule will be issued with the Order Form and the invoices will be issued according to this schedule.

### **9.3. Bank Charges**

The Exhibitor is responsible for paying all bank charges and transfer charges

### **9.4. Direct Debits**

Where the Order Form states that the Exhibitor is to pay by direct debit, the Charges for the Stand Space will be charged in equal monthly instalments following the signing of the Contract and running until the end of December 2021.

9.4.1. Direct debit payments must be drawn on a bank account held in the UK.

9.4.2. The direct debit mandate must be returned with the Contract.

9.4.3. Direct debit payments are not available for those exhibitors signing up after 30 September 2021 except at the discretion of the MTA, exhibitors signing up after this date will receive an invoice for 100% of the stand value

9.4.4. Should the Exhibitor fail to provide a properly completed direct debit mandate with the Contract or should MTA not receive the agreed amounts under a direct debit, the total balance of the Charges then outstanding shall immediately become due and payable and MTA shall be entitled to issue an invoice for that balance. Any discounts applied within the Charges will be forfeit.

9.4.5. Once any sum comprising part of the charges has been paid by direct debit, it shall become non-refundable unless specifically stated otherwise in this Contract.

**9.5. Single Instalment**

If the Exhibitor has agreed to pay the Charges for its Stand Space in one lump sum in the Order Form, the Charges for Stand Space will be invoiced by MTA following receipt of the Exhibitor's signed Contract. A 1.5% discount will have been applied to the Charges payable in a single lump sum, unless the Exhibitor has booked Stand Space between 6-24m<sup>2</sup> in a pavilion, zone or village as a shell stand with furniture package or after 30 September 2021. The MTA shall be entitled to invoice an amount equal to that discount if the initial invoice for the Charges for the Exhibitor's Stand Space is not paid within 30 days of its date.

**9.6. Payment Deadline**

Except where payment is by direct debit, all Charges for Stand Space and sponsorship payments must be received by the MTA no later than 15<sup>th</sup> November 2021 (or if an Exhibitor signs this Contract after 15<sup>th</sup> November 2021, in full within 14 days of receiving the invoice, or if earlier, before it obtains access to the Venue).

**10. Non-payment**

10.1. MTA shall be entitled to charge interest on all overdue sums at 3% over the base lending rate of Barclays Bank from time to time, from the moment the sum became overdue until the date on which it is paid. Interest will be compounded monthly.

10.2. If any sum due under this Contract remains unpaid 15 days after the date upon which it should have been paid, MTA is likely to incur additional administrative costs seeking payment (in addition to losing the time value of the overdue sum) and shall therefore be entitled to charge the Exhibitor the following administrative charges:

<b>Invoice Amount</b>	<b>Administrative charge</b>
Up to £999.99	£40 per invoice
£1000 - £9,999.99	£70 per invoice
Over £10,000.00	£100 per invoice

10.3. If any Charges due from the Exhibitor under this Contract remains overdue for more than 15 days, or if any sum due in respect of Stand Space has not been paid by 15<sup>th</sup> November 2021, MTA may in its absolute discretion:

10.3.1. Refuse the Exhibitor and any contractor or other person acting on its behalf access to the Venue and the Stand Space until all Charges (including any interest and administration Charges) have been paid in cleared funds;

10.3.2. sell the Exhibitor's Stand Space to a third party (in which case the Exhibitor shall lose its right to that Stand Space and be liable to a cancellation charge in accordance with clause 11.1 and on the basis that the date of cancellation is the date on which MTA let the relevant Stand Space to a third party);

10.3.3. re-allocate the Stand Space and provide the Exhibitor with alternative Stand Space which MTA reasonably considers commensurate to the Charges that have already paid; and/or

- 10.3.4. terminate the Contract by giving notice to the Exhibitor (in which case the Exhibitor shall be liable to a cancellation charge in accordance with clause 11.1 and on the basis that the date of cancellation is the date on which MTA notified the Exhibitor of termination).
- 10.4. The exercise of MTA's rights under clause 10.3 will not entitle the Exhibitor to any rebate under the terms of clause 4.2, clause 4.4 or for any other reason.

## **11. Cancellation of/reduction in Stand Space**

### **11.1. Cancellation by the Exhibitor**

- 11.1.1. If the Exhibitor wishes to cancel its Stand Space, the Exhibitor must give written notice to MTA that it desires to cancel its Stand Space at least 35 days before the start of the Exhibition. MTA will promptly acknowledge receipt of any cancellation notice. A cancellation notification will not be deemed effective until the Exhibitor has received acknowledgement from the MTA.
- 11.1.2. Any cancellation notice issued under clause 11.1.1 will be considered ineffective unless the Exhibitor's notice of cancellation is accompanied by any part of the cancellation fee that has not already been paid by the Exhibitor. The cancellation fee will be as per clause 9.4.4 and shall include any such sums due for payment at the time the cancellation notice was received.
- 11.1.3. If the exhibitor elects to pay the charges in a single lump sum as per clause 9.5 or is paying in instalments and subsequently wishes to cancel its Stand space then a proportion of the Charges will be due as a cancellation fee:
- 11.1.3.1. The cancellation fee will be the relevant proportion of the total Stand Space Charges (plus VAT) as follows:

<b>Date of Receipt of Written Notice of Withdrawal and payment of cancellation fee</b>	<b>Non-refundable Percentage of normal charge for the Exhibitor's Stand Space</b>
On or before 01/03/2021	15%
After 01/03/21 and on or before 01/05/2021	60%
After 01/05/2021 and on or before 01/09/2021	90%
After 01/09/2021	100%

- 11.1.4. MTA will issue an invoice for any cancellation payment promptly on receiving the notice of cancellation.
- 11.1.5. Where the Exhibitor has made payments in excess of the cancellation fees outlined above such sums will be credited back to the Exhibitor promptly following MTA's receipt of notice of cancellation.
- 11.1.6. Once the cancellation notice has been received, together with the cancellation fees due, the Contract shall be cancelled and neither party shall have any further claim against the other (other than in respect of any breach of contract committed before the time of termination).

### **11.2. Reduction by the Exhibitor**

- 11.2.1. If the Exhibitor wishes to reduce, rather than cancel, its Stand Space, the Exhibitor must give written notice to MTA that it desires to reduce its Stand Space at least before the start of the Exhibition and specifying precisely the reduction it wishes.
- 11.2.2. Any notice to reduce Stand Space issued under clause 11.2.1 will be considered ineffective unless the Exhibitor's notice of reduction is accompanied by the appropriate fee. The appropriate fee will be the percentage that would have applied to a cancellation at that point in time under Clause 11.1.3n, but that percentage shall be applied to the Charge for the amount of Stand Space covered by the reduction.
- 11.2.3. Any reduction that would otherwise result in the Exhibitor having a Stand Space of less than 6m<sup>2</sup> shall automatically be treated as a cancellation by the Exhibitor of the Exhibitor's entire Stand Space and the terms of clause 11.1 shall apply.
- 11.2.4. If the Exhibitor makes a reduction in its Stand Space, MTA shall have the right to relocate the remaining Stand Space to such place within the Exhibition Venue as MTA considers appropriate.

## **12. Cancellation or Rescheduling of the Exhibition**

### **12.1. Cancellation or Change by NEC**

The Exhibitor acknowledges that the Exhibition is being held at the Venue and that the NEC, which operates the Venue, has certain rights to cancel or rearrange the Exhibition under the terms of the contract between NEC and MTA relating to the Exhibition and other events. The Exhibitor agrees that MTA shall be entitled to cancel or re-arrange the Exhibition (either to new dates or to another Venue) if NEC exercises any of its rights to cancel or re-arrange the Exhibition under the terms of NEC's contract with MTA. MTA shall give the Exhibitor such notice as is practical of any such decision by the NEC.

### **12.2. Cancellation or Change by the MTA**

The MTA reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, in the event of Unforeseen Circumstances). The MTA shall not be in breach of this Contract nor shall it be liable in any respect for any delay or failure of performance or fulfilment of its obligations under this Contract (including delivery of exhibit space) caused by Unforeseen Circumstances.

### **12.3. Cancellation**

#### **12.3.1. If MTA cancels the Exhibition:**

12.3.1.1. in the circumstances set out in clause 12.1 above the Exhibitor shall be entitled to a refund of the Charges it has paid, less any non-refundable expenses incurred by MTA in connection with the Exhibition up to the date of cancellation. In all other respects this Contract shall be automatically terminated and neither party shall have any other liability to the other;

12.3.1.2. as a result of Unforeseen Circumstances, the Exhibitor shall be entitled to a refund of the Charges it has paid, less any non-refundable expenses incurred by MTA in connection with the Exhibition up to the date of cancellation. In all other respects this Contract shall be automatically terminated and neither party shall have any other liability to the other;

12.3.1.3. for any other reason, the Exhibitor shall be entitled to a refund of the Charges it has paid. In all other respects this Contract shall be automatically terminated and neither party shall have any other liability to the other.

12.3.2. If the Exhibition is moved to a new Venue in the circumstances set out in clause 12.4 below, the terms of this clause 12 shall apply in the same way in respect of that new Venue and MTA's contract with the operator of that Venue.

#### **12.4. Change of Date or Venue**

12.4.1. If MTA re-schedules the Exhibition to another date and or Venue in the circumstances set out in clause 12.1 or 12.2 above, the Exhibitor will be offered any Stand Space available at that re-scheduled Exhibition. The Exhibitor may:

12.4.1.1. accept that offer (in which case the Charges it has paid will be credited against the charges for the re-scheduled Exhibition) neither party shall have any other liability to the other in respect of the rescheduling; or

12.4.1.2. reject the offer (in which case the Exhibitor shall be entitled to a refund of the Charges it has paid, less any non-refundable expenses incurred by MTA in connection with the Exhibition up to the date of cancellation) and this Contract shall be automatically terminated and neither party shall have any other liability to the other.

12.4.2. If the Exhibition is rearranged to new dates, MTA shall use its reasonable endeavours to ensure that those new dates will not be more than 18 months after the previous Exhibition dates.

12.4.3. Nothing in this clause 12.2 shall excuse the Exhibitor from the paying the Charges in accordance with the payment terms stated in the Order Form.

12.4.4. In the event that the date of the Exhibition is changed, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following show cycle, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition.

#### **12.5. Consequential Loss and Insurance**

12.5.1. The Exhibitor acknowledges that the provisions of this clause 12 set out the Exhibitor's sole remedy in the event of cancellation or the changing of the date of the Exhibition and all other liability of the MTA is hereby expressly excluded.

12.5.2. Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, cancelled or suspended in whole or in part for causes beyond MTA's control, since the MTA accept no liability in such an eventuality.

### **13. Data Processing**

13.1. MTA retains the right to use and analyse data gathered by Exhibitors through the systems and portals put in place by MTA.

13.2. By signing the contract, you hereby consent to your details being stored and used by the MTA for the purposes of MACH 2022 and communicating with you about future exhibitions and relevant marketing for our exhibitors. Details will be securely stored within the MTA's CRM system. The MTA will

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additionally be sharing this data with official third party contractors for marketing purposes and exhibition related required services.

13.3. It is a requirement for the exhibition that all exhibitors have a means of collecting GDPR compliant leads

### 14. Limitation of liability

14.1. None of MTA, the Exhibition Committee or the Exhibition Organisers excludes or limits liability to the other party for:

14.1.1. fraud or fraudulent misrepresentation;

14.1.2. death or personal injury caused by negligence;

14.1.3. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

14.1.4. any matter in respect of which it would be unlawful for the parties to exclude liability.

14.2. Subject to clause 14.1, none of the MTA, the Exhibition Committee or the Exhibition Organisers shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

14.2.1. any loss or damage (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

14.2.2. any indirect or consequential loss;

14.2.3. any loss or corruption (whether direct or indirect) of data or information; or

14.2.4. any loss or liability (whether direct or indirect) under or in relation to any other contract.

14.3. Subject to clause 14.1, the total aggregate liability of MTA, the Exhibition Committee and the Exhibition Organisers together, arising in connection with the performance or contemplated performance of this Contract or any collateral contract, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall in all circumstances be limited to a sum equal to the Charges payable under this Contract for the Stand Space.

### 15. No implied terms

All warranties, conditions, terms and representations, which might otherwise be implied into this Contract (whether by law, statute, custom or otherwise) are excluded to the fullest extent permitted by law. The parties agree that any and all representations (other than fraudulent representations) which may have been made in the course of negotiating this Contract, but which are not expressly repeated in this Contract, have been withdrawn.

### 16. General terms

16.1. The Exhibitor shall comply with the provisions of the Contract and any alterations, deletions, amendments or additions necessitated by changes in law and/or changes in the NEC Regulations.



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- 16.2. The Exhibitor accepts that its obligation to pay the Charges shall in no way be affected by any laws or regulations made, by any action taken by any local authority or other body, by any refusal to grant (or failure by the NEC to apply for or obtain) any licence or permission from any local authority or other body, or by any variation of any licence or permission.
- 16.3. Where the word “particularly”, “including”, “includes” or “included” or the phrase “in particular” is used in this Contract, those words and phrase are to be construed as being illustrative and not as limiting or constraining the width of any general words that are mentioned before them.

## 17. No bribery

17.1. The parties shall each:

- 17.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 ( “Relevant Requirements” );
- 17.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 17.1.3. have and maintain in place throughout the term of this Contract their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and enforce them, where appropriate;
- 17.1.4. promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Contract; and
- 17.1.5. immediately notify the other if a foreign public official becomes an officer or employee of the party concerned or acquires a direct or indirect interest in the party concerned (and each party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract).
- 17.1.6. For the purpose of this clause 17, the meaning of “adequate procedures” and “foreign public official” and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 18. Notices

18.1. Where notice is required under the terms of this Contract it may only be given in the ways set out in the table below, to the recipient’s address shown. Notices shall take effect at the time stated in the table (or if that time is outside business hours, at the point in time when business hours next begin):

<b>Permitted method of delivery</b>	<b>When effective</b>	<b>Where MTA must be served</b>	<b>Where the Exhibitor must be served</b>
By hand	On delivery	The Address stated in the definition of MTA	The address stated in the Order Form
By prepaid first class post	At the start of the second full business day after posting	The Address stated in the definition of MTA	The address stated in the Order Form





18.2. Either party may change its address details for receiving notices by serving notice of the changed details on the other party.

## **19. Third party rights**

Except as described in the following sentence, a person who is not a party to this Contract shall not have any rights to enforce this Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. To the extent that the NEC, the Exhibition Committee and the Exhibition Organisers are given express rights in this Contract, they shall be entitled to enforce those rights under the Contracts (Rights of Third Parties) Act 1999. This Contract may be amended or rescinded without the consent of NEC, the Exhibition Committee or the Exhibition Organisers.

## **20. Governing law**

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **21. Jurisdiction**

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 Contract or its subject matter or formation (including non-contractual disputes or claims).