

## MOTORHOME & CARAVAN SHOW 2021

12-17 October - NEC

### 1. DEFINITIONS

1.1 In these Terms and Conditions, the following expressions have the following meanings:

**"Agreement"** means the binding contract between you and us. The three documents forming the Agreement are listed in the Space Booking Agreement. In the event of inconsistency between the documents, the order of precedence is also set out in the Space Booking Agreement.

**"Exhibition"** means The NCC Motorhome and Caravan Show at the NEC in Birmingham.

**"Exhibition Manual"** means the handbook issued by us containing the regulations and requirements including, without limitation, those relating to the Exhibition, the Venue and your attendance and conduct at the Exhibition.

**"Exhibitor"** means the company, person, organisation or other entity including all employees, agents and contractors, appointed or otherwise, of the Exhibitor identified on the Space Booking Contract whose application to exhibit has been accepted by the Organiser.

**"Fee"** means the aggregate amount to be paid by you to us for the Space as shown on the Space Booking Contract

**"Force Majeure Event"** means any acts, events, omissions or accidents beyond the reasonable control of the affected party including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of NCC Events or any other party), act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any Law, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or any necessary inspection, repair or replacement of any part of the centre (including the Venue), inaccessibility of transport links, failure of supply of fuel, power, communication, transport or other goods or services.

**"Organiser"** means NCC Events Limited or its holding companies or its subsidiaries or any subsidiaries of any such holding company (such terms having the same definition as in the Companies Act 1985);

**"Shell Scheme Stand"** means that part of a Stand to be constructed by us or our agents and conforming with the specifications for its type specified in Note 1 of the Space Booking Contract.

**"Space Only Stand"** means the area of the floor space for the purpose of exhibiting at the Exhibition allocated by us to you of the size and position as detailed in the Space Booking Contract, without any Stand build, utilities, carpet etc.

**"Space Booking Contract"** means the contract you will complete and send to us to book a Shell Scheme Stand or a Space Only Stand

**"Space"** means the area of the Exhibition booked by you under either a Shell Stand Scheme or under a Space Only Stand.

**"Stand"** means any structure, platform or other erection located in the Space for your purposes at the Exhibition.

**"Terms"** means these Terms and Conditions together with the contents of the Exhibition Manual and the Space Booking Contract.

**"Us", "we" and "our"** means NCC Events Limited or its holding companies or its subsidiaries or any subsidiaries of any such holding company (such terms having the same definition as in the Companies Act 1985).

**"Venue"** means the area of NEC Birmingham within which the Exhibition takes place.

**"You" and "your"** means the Exhibitor making a booking.

1.2 References to Clauses shall be to clauses of these Terms.

### 2. AGREEMENT

2.1 These Terms shall govern the provision of the services provided by us to you to the exclusion of any other terms and conditions.

2.2 A binding Agreement shall come into existence between you and us on our acceptance in writing of the Space Booking Contract completed by you.

2.3 Until the Space Booking Contract has been accepted in writing by us, you have no rights to exhibit notwithstanding payment or verbal acceptance. We reserve the right to decline any application for a Space Booking Contract without giving any reasons.

### 3. ELIGIBILITY FOR THE CONDITIONS OF PARTICIPATION

3.1 We have absolute discretion in the admission of Exhibitors and the products/services that are being exhibited.

3.2 We reserve the right to clear all or part of the Space allocated to you at your expense without notice should we not be satisfied with the way the Space is being used. Save as provided in these Terms, you shall not have any claim for any refund in respect of the Space rental or any other monies paid.

3.3 You will not sell, provide or offer in any manner including but not limited to samples, any food, drinks (including Alcohol), cigarettes or other tobacco or other consumable refreshments of any nature whatsoever without the prior written consent of NEC (which may be withheld or granted as NEC may in its absolute discretion determine (including the terms & conditions of any such consent))

3.4 For the avoidance of doubt the NEC reserves its right to charge a fee to an Exhibitor who operates a Catering Unit in consideration of the granting of such operating rights which shall be in addition to any amount levied by the exhibitor or such operator.

3.5 All exhibits should comply with all relevant legislation and safety standards and we retain the right to exclude any product which is believed or found to not comply or otherwise damage the reputation of the Exhibition.

### 4. PAYMENT FEE ("Fee")

4.1 You shall pay to us the Fee in instalments (if any) as shown below or within 7 calendar days of the invoice date, whichever is the latest.

Option A - Payment Due Dates

10% deposit due on contract signing + 40% due by 4th March 2021 + 50% due by 4th August 2021

Option B - Payment Due Dates

10% deposit due on contract signing + 6 equal Direct Debit payments (4th March 2021 to 4th August 2021)

Option C - Payment Due Dates

10% deposit due on contract signing + 9 equal Instalments (4th December 2021 to 4th August 2021)

Any booking made on or after 5th August 2021 – 100% due immediately

4.2 You shall, in addition to the Fee, pay to us all amounts invoiced to you in respect of all goods and services supplied at your request prior to the show opening.

4.3 The Fee shall be payable without deduction, withholding or set-off and is stated exclusive of VAT which (if and to the extent applicable) shall be payable at the prevailing rate at the date of the invoice.

4.4 If the Fee is not paid in accordance with the Space Booking Contract, then without prejudice to our other rights or remedies;

4.4.1 At the organisers discretion your Space Booking Contract may be cancelled and the Space made available for resale.

4.4.2 In the event of late payment, you shall be liable to pay interest on the overdue amount at an annual rate of 8% above the prevailing base rate of The Bank of England. Such interest shall accrue on a daily basis from the date on which payment becomes overdue until the date we receive payment of the full overdue amount together with any accrued interest.

4.4.3 You shall be liable for all our incidental costs of collection and recovery of any amounts due.

4.4.4 Only companies in the same legal ownership will be entitled to combine the size of their Space when calculating the Space or Shell Stand rate.

### 5. CANCELLATION AND REDUCTION OF SPACE

5.1 Subject to this Clause, you may cancel your booking of the Space, as defined in the Space Booking Contract, by notice in writing to us at any time ("the Cancellation Notice").

5.2 Subject to this Clause you may apply by notice in writing by recorded delivery to us to reduce the amount of Space ("the Reduction Notice"). We shall, in our sole discretion, elect whether or not to accept the Reduction Notice.

In the event that we accept the Reduction Notice, the booking of such Space which forms the subject of the Reduction Notice shall be deemed to be cancelled. Cancellation fees shall be payable by you in accordance with Clause 5.4 and this Clause shall apply to the cancelled portion of such Space.

5.3 In the event that you either:

5.3.1 Serve a Cancellation Notice or a Reduction Notice which is accepted by us; or

5.3.2 Fail to pay any amount due to us on the due date the booking of the Space shall be deemed to be cancelled as at the date of receipt by us of the Cancellation Notice or Reduction Notice or as at the due date for the payment which you failed to make ("the Cancellation Date"), as the case may be, and a cancellation fee calculated pursuant to Clause 5.4 shall be immediately payable by you.

5.4 The level of the applicable cancellation fees shall be calculated according to the following table:

Cancellation Date	Percentage of the Fee payable
Before and including 4th March 2021	40%
From 5th March 2021 until 4th August 2021 inclusive	50%
On or after 5th August 2021	100%

Less any amount already received by us from you as part of the Fee.

5.5 We may resell or re-allocate any cancelled Space and, for the avoidance of doubt, we shall not be obliged to reimburse any cancellation fees in the event of the re-booking of such Space.

5.6 All notices served pursuant to Clause 5, shall be sent by registered post and shall be deemed served on delivery.

### 6. OPENING HOURS

6.1 It is your responsibility to make the Space for which you contract fully accessible to those with physical or sight impairments and to comply with all applicable legislation.

#### 6.2 Build-up period

9th & 10th October 2021	08:00 – 18:00
11th October 2021	08:00 – 20:00

#### EXCEPTION

Hall 20

October 8th + 9th + 10th 2021	08:00 – 18:00
Monday October 11th 2021	08:00 – 20:00

**Please note:** Specific build times and dates will be individually allocated dependent upon stand size, hall number and exact stand location. Specific working hours shall be individually advised by NCC Events prior to show build.

#### 6.3 Open Period

Tuesday	October 12th 2021	10:00 - 18:00
Wednesday	October 13th 2021	10:00 - 18:00
Thursday	October 14th 2021	10:00 - 18:00
Friday	October 15th 2021	10:00 - 18:00
Saturday	October 16th 2021	10:00 - 18:00
Sunday	October 17th 2021	10:00 - 18:00

#### 6.4 Break-down Period

Sunday	October 17th 2021	18:30 - 22:00
Monday	October 18th 2021	08:00 - 17:00

#### Holding Area – Build up and Break Down:

The organisers make available an area for the delivery / collection of motorhomes, caravans, holiday homes etc within the NEC site.

#### Build up

Monday 4th October 2021, 0800 hours until Saturday 9th October 2021, 1800 hours

**NOTE: There will be a charge for any vehicles remaining in the holding area after this time. This charge is calculated at £200 per vehicle per day**

#### Break Down

Sunday 17th October 2021, 1800 hours until Thursday 21st October 2021, 1800 hours

**NOTE: There will be a charge for any vehicles remaining in the holding area after this time. This charge is calculated at £200 per vehicle per day**

The organisers arrange 24 hour security for these areas during the dates and times shown above. However, it is the exhibitor who is wholly responsible for any loss or damage to any exhibits or property, and all product should be fully insured for the duration of these holding periods.

Your attention is also drawn to section 19, EXHIBITORS INSURANCE

6.5 Exhibitors will have access to the Exhibition halls two hours before the Exhibition officially opens.

6.6 Exhibits must be fully staffed and operational during all Exhibition hours.

6.7 Space not occupied by you by the close of the Exhibition build-up period will be forfeited by the Exhibitor and this Space may be resold, re-assigned, or used by us. This clause shall not be construed as affecting the obligation of you to pay the full Space Fee under the terms of the Agreement.

### 7. SPACE ALLOCATION

7.1 Notwithstanding your Space requirements as set out in the Space Booking Contract, we have absolute discretion in allotting and allocating Space, including the location, shape and size and/or the repositioning of a stand or change in shape/size of such a stand ("Alteration"). If we should decide to make any Alteration, the following shall apply:

- we will give you 7 days' written notice;
- you will have 7 days' within which to let us have written confirmation that you accept the Alteration, in default of which we shall have the right to treat your booking as

cancelled. The provisions of clause 5 shall apply, as if you had served a Cancellation Notice, except where the Alteration results in a reduced Space, then any payment due by you to us under clause 5 will be reduced by the proportion by which the Space allocation determined by us bears to your original requirement as set out in the Space Booking Contract ('Relevant Percentage');

- (c) if you accept the Alteration which results in reduced Space, then that part of the booking fee paid or payable as relates to Space only will be reduced by the Relevant Percentage and you will not be entitled to any other compensation nor have any claim or remedy against us.

7.2 Notwithstanding any other terms of the Agreement, we have absolute discretion at all times in allotting and re-allotting Space for Stands and the location and re-location of such Space for Stands within the Exhibition halls. All decisions to such effect shall be final and no request for change will be entertained.

7.3 If you wish to use a name on your Stand which is different to or additional to that submitted on the Space Booking Contract you must submit notice of this to us at least three months prior to the commencement of the Exhibition and obtain our written agreement for the use of the said name.

7.4 Subject to clause 7.6 below, your Agreement to exhibit at the Exhibition and to use, on an exclusive basis, the Space or Stand is personal to you and shall not be transferred, assigned, sub-contracted or otherwise howsoever shared (Space or Stand) with a third party, or you will be obliged to immediately withdraw from the Exhibition, dismantle your Stand and remove your exhibits at your own expense unless prior written approval is obtained.

7.5 We reserve the right to maintain a record of those Exhibitors who have breached paragraph 7.4 above and may at our absolute discretion refuse to allow these Exhibitors to participate in future events arranged by us.

7.6 In order to promote, distribute, display any material or allow the presence of the personnel of a subsidiary, supplier, owner's club or an entity for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, you must apply in writing to us for permission at least three months prior to the Exhibition opening together with supporting documents indicating the connection between you and the third party. Such permission shall be given in writing at our absolute discretion.

7.7 You shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with our request. In the event that you fail to vacate the Space, you shall indemnify us and keep us indemnified against any losses or costs incurred as a result of your failure to vacate including but not limited to waste removal.

7.8 Your build and breakdown days are in accordance with the individual hall your Stand is located in, as stipulated under Clause 6.

7.9 Exhibitors remain responsible for all damage to the NEC buildings, no nails or screws shall be driven or holes drilled in the walls, doors, pillars or other parts of the structure of the Exhibition buildings. No fixings may be made to any part of the venue or any area which falls beyond your contracted Space.

## 8. STAND CONSTRUCTION – SPACE ONLY STANDS

8.1 Exhibitors are responsible for the design and construction of their Stand. Under the Equality Act 2010, everyone has the same equal rights to access everyday goods and services. As an Exhibitor it is your responsibility to ensure that all visitors to the show are able, where practical, to enjoy and benefit from all displays, Stands and exhibits. You may have to modify your Stand or your participation to ensure that this legislation is adhered to.

8.2 Stand plans and design proposals must be submitted in triplicate to us for approval not later than two months before the Exhibition build-up periods detailed in clause 6. Drawings submitted must be a reasonable scale of not less than 1:100, fully dimensioned and must contain information such as floor plan, Stand elevations, fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits. No custom-built Stand may be erected at the Exhibition Venue unless the plans and design proposals thereof have been approved in writing by us, which approval may be withheld by us without a reason being necessary. Only when we or our representative are satisfied that the Stand plans and risk assessments comply with the actual build of the Stand, will the Stand be deemed approved and accessible to visitors.

8.3 Stands and exhibits shall not exceed the maximum floor loading limit of 20 tonnes / sqm.

8.4 No Stand decoration, Stand fittings or exhibit shall exceed 4.0m in height unless prior approval in writing has been given by us. Where you are constructing a dividing wall which is higher than 2.4m you must ensure that the reverse of this wall is decorated in a neutral colour to its full height

8.5 The transporting, assembling, dismantling and the removing of custom-built Stands are the responsibility of

the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in these Terms or otherwise by us.

8.6 You shall occupy the whole of the Space we have allocated to you by the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition. In the event that the Space is not so occupied, you shall be deemed to have served a Cancellation Notice and the cancellation fees set out in Clause 5.4 shall apply.

8.7 We reserve the right to alter or remove without notice and at the Exhibitor's expenses any Stand which differs from the approved specification or any Stand that does not conform to our required Standard or the Exhibition Manual. The Exhibitor shall have no claim against us or our agents for any extra cost of replacing its Stand to conform to our requirements or for any other losses or damages.

8.8 Exhibitors taking up Space only may appoint either the official Stand contractor or their own contractor to design & construct their [Exhibition] Stands, the design of which must be submitted to us for approval as provided in these Terms.

8.9 The suspension of Stand or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing is obtained from us.

8.10 Fixings to the surface of the floors to secure margin boards and other Stand fitting will not be permitted unless prior approval in writing is obtained from us.

8.11 The removal and disposal of crates and Stand fittings or materials and rubbish are not covered by the rental and are subject to additional charges.

8.12 To comply with the Health and Safety regulatory requirements you must provide a written risk assessment and method statement for your Stand covering both the build-up and breakdown. This must also cover the exhibits and activities during the open period. In addition you must provide a risk assessment for all special activities and demonstrations which you may be carrying out whilst the Exhibition is open.

8.13 All Exhibitor Stands must be compliant with the relevant Fire Regulations both in design and the materials used.

8.14 Any projected items such as gobos must be directed within your contracted floor Space and must not encroach onto any neighbouring Stands or gangways.

8.15 All materials used for building, decorating and covering the Stand or forming part of the Stand, or contained within the Space must be non-flammable and in accordance with the Fire Regulations.

8.16 All aisles will be carpeted in the show colours and can only be spanned by approved floor mounted structures providing a minimum of 3m headroom.

8.17 Banners – exhibitors with stands in excess of 50m2 are permitted to hang banners of their choice within the overall perimeter of their stands. In the event of an exhibitor having multiple/adjacent stands then these banners can cross side (but not main) aisles as long as they remain within the overall footprint.

8.18 All models of caravans and motorhomes displayed must be of the future model year i.e. 2022 models.

8.19 Compliance – It is a condition of your contract with NCC Events Ltd that all road vehicles displayed and offered for sale at the show comply with all current UK legislation.

8.20 Apart from demonstration motorhomes, in compliance with clause 27, only motorhomes on new unregistered chassis for which motor vehicle Type Approval (see <http://www.dft.gov.uk/vca/vehicletype/index.asp> for more info) has been obtained may be exhibited.

8.21 All 'new types' of touring caravans being exhibited must also be Type Approved (see <http://www.dft.gov.uk/vca/vehicletype/index.asp> for info).

8.22 Pods – Main aisle way central crossroads Pod stands are subject to an additional set of specific space only build rules and regulations. Such pod area terms and conditions form an extension to this document and copies can be obtained directly from NCC Events Operations department upon request.

## 9. SHELL SCHEME STANDS

9.1 Shell Scheme Stands are provided by our official contractor and are of a standard design. No variation of the fascia board, lettering and the fittings of the Shell Scheme Stand shall be allowed unless prior written approval is given by us. No decoration, booth fitting or exhibit shall exceed the height of the Shell Stand without prior consent from us. Full detailed plans of all elevations must be submitted in advance to us for approval.

## 10. ELECTRICITY

10.1 Only electricity can be used as a source of light or power in the Exhibition Venue.  
10.2 All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organisers. Design plan or proposals for electrical

installation must be submitted to reach the Organisers for approval not later than two months before the Exhibition. The Organisers may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at their discretion.

10.3 Electric current will be supplied in 210-230 volt - Single phase. Electric current of a higher voltage, 3 phase will be supplied subject to prior arrangement with us.

10.4 Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

## 11. STAND AND SAFETY

11.1 Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have our prior written approval. If the moving or working exhibit is too noisy and causes annoyance to other Exhibitors or visitors then it will be switched off upon our request. Full details of such activity must be included in the risk assessment and will not be authorised until official approval is given by us or our health and safety representatives

11.2 The use of laser products at the Exhibition requires prior approval in writing from us. Application for approval of such must be submitted to reach us no later than two months before the Exhibition opening. Full details of such activity must be included in the risk assessment and will not be authorised until official approval is given by us or our Health and Safety representatives.

11.3 The use of music or public address systems requires our written permission prior to the Exhibition opening.

11.4 Explosive, radioactive, highly flammable or other dangerous substances may not be exhibited or brought into the Exhibition nor may any naked lights or lamps be used during the Exhibition (including both build-up and breakdown) without our prior written consent.

11.5 Publicity Materials may only be distributed from your own Stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand unless prior written authorisation has been given. For the avoidance of doubt, the aisle outside your Stand is NOT part of your allocated Space. No literature, stickers, free items or promotional articles of any kind shall be distributed other than from your allocated Space.

11.6 The Exhibitor may only display exhibits and Publicity Material which correspond to the product or services shown on the Space Booking Contract signed by the Exhibitor and approved by us or in respect of additional names agreed by us under clause 7.2 or clause 7.5.

11.7 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards of shell Stands.

11.8 The Exhibitor is not allowed to affix advertisements anywhere in the building except on their own Stand unless we have given prior written approval.

11.9 Unless expressed written permission is given by us prior to the opening of the show the Exhibitor may not distribute advertising material from the gangways and this activity must be confined to within the boundary of the Stand and only in relation to their own products/services or in respect of additional names agreed by us under clause 7.2 or clause 7.5.

11.10 Gas-filled balloons shall not be permitted without our written approval and details on this must be submitted in advance of the Show.

11.11 Gangways in front of Stands are to be kept free of obstructions for the duration of the Exhibition including the build-up and breakdown period.

11.12 Exhibitor's Stands must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation that the representative shall comply with these Terms and with any and all directions which we or our agents may give before or during the Exhibition.

11.12.1 **The Consumer Contracts (Information, cancellation and additional charges) Regulations 2013.** You are advised that it is a condition that when demonstrating or selling product relating to the core products of the show (Caravans, Motorhomes, Holiday / Park Homes) or their related equipment / accessories that the sales representative **must at all times** wear a sales badge clearly showing:

- Full name of the sales representative
- Sales representative's full company name
- Branch (if applicable)
- Town
- County
- Company telephone number
- Stand number sales rep is based on

Any such sales representative found not to be wearing the required badge may be prohibited from selling and / or demonstrating product at the show.

11.13 We shall be entitled at our sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area or Space made available to any Exhibitor, any goods, publicity materials, item or things displayed or placed there without any obligation to give any reason therefore, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.

11.14 The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise, and agree to fully indemnify us or our agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or us of such third party's rights. The Exhibitor agrees to hold us, its agents and contractors (including their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, costs (including legal costs), expenses and damages of nature whatsoever incurred or suffered by any of them as a result of or howsoever arising from any action that we or our agents or contractors (including their legal advisors) may take in reliance of or as a result of such complaint filed by the Exhibitor pursuant to such complaint. The Exhibitor further agrees not to take any legal action or make any claim or demand against us or our agents or contractors (including their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

11.15 Stand assembling, installation and decoration must be carried out within the time limits specified by us and must in any case be completed by 8:00pm on the day preceding the Exhibition opening. We reserve the right to assemble, install or decorate any Space or Stand which is not completed by that time at the Exhibitor's expense.

11.16 Repairs or alterations to the Stand or displays may only be carried out after the Exhibition is closed to the public and with our prior agreement.

11.17 No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by us. Failure to maintain and staff your stand display for the full open period will result in further charges being incurred and all future opportunities to re-book being withdrawn.

11.18 All audio-visual equipment must be sited and be of a noise level so as not to cause any inconvenience to other Exhibitors or visitors. We reserve the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

11.19 No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from us.

11.20 Public auctions shall not be permitted at the Exhibition Venue under any circumstances.

11.21 Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to us for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by us (authorized personnel will be issued badges for identity and admission purposes). The Exhibitor shall ensure that all authorized personnel:-

- (a) Display their badges conspicuously whilst working at the Exhibition;
- (b) Do not pass their badges to any other person;
- (c) Return their badges to us at the conclusion of the Exhibition or, if earlier, upon demand by us;
- (d) Comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
- (e) Comply with all obligations imposed on them as the condition of their approval by us.

## 12. PUBLICITY

12.1 We shall arrange and be responsible for all publicity arrangements for the Exhibition. No Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicise the Exhibition as a whole without prior discussion or approval from us. However, nothing in this clause shall prevent Exhibitors promoting their own presence at the Exhibition.

12.2 The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or our affairs or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's Agreement to exhibit at the Exhibition.

## 13. STAND BUILD

13.1 No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.

13.2 The Exhibitor, his agents, contractors or employees may enter the exhibition premises for the purpose of erecting/dismantling the stand and preparing exhibits during the build-up and breakdown period as defined in clause 6

13.3 All exhibits, Stand materials and the like shall be removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by us. Any exhibits or Stand material left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by us at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by us.

13.3 We reserve the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

## 14. EXCLUSION OF LIABILITY

14.1 We our agents, representatives, contractors or employees shall not be liable in any way whatsoever in respect of loss, injury or other damages other than death or personal injury caused by our negligence, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visitor.

14.2 We shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

14.3 The Exhibitor undertakes to indemnify and at all times hereafter to keep us indemnified, our employees and agents on demand from and against all loss, liability, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the arrangement hereunder or by any breach by the Exhibitor of these Terms.

14.4 The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and Stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to us upon request.

14.5 The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Terms as well as possible legal liability for negligence and shall produce such policy of insurance to us upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, the other Exhibitors or us.

14.6 We reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to us (including claims for damages) in connection with the Exhibition.

## 15. TERMINATION OF RIGHT TO EXHIBIT

15.1 We shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:-

(a) if an Exhibitor or any of its representatives commits a breach of any of the Agreement.

(b) if an Exhibitor, being a body corporate, enters into a liquidation or administration whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or

(c) If the Exhibitor conducts any activity which, in our opinion, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or

(d) if the Space or Stand is not occupied by the Exhibitor 30 minutes before the opening hour as detailed in clause 6, on the first Exhibition day of the Exhibition or any subsequent Exhibition day, the Exhibitor shall deemed to have served a Cancellation Notice for the Space contracted for, and we shall have the right to use such Space as it deems appropriate. The Fee paid will be forfeited; or

(e) If the Exhibitor's display on its Stand incorporates less than 60% of its Space shown on Space Booking Contract.

15.2 In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under 15.1(a), (b), (c), (d) or (e), the Exhibitor shall have no claim for refund of the Fee or any monies paid to us.

15.3 The Exhibitor shall have no claims against us for any of its loss or damages in connection with any such termination.

**16. FORCE MAJEURE** If by reason the Exhibition cannot proceed then:

We shall, if practicable, use its reasonable endeavours to offer to substitute an alternative venue that is under the NEC's control or alternative dates for the Exhibition;

If no alternative venue or dates (as the case may be) are made available or if Exhibitors, who have signed Agreements, acting in good faith, reasonably determine that the alternative venue or dates (as the case may be)

are wholly unsuitable, we shall be entitled by notice in writing to cancel the Exhibition; and

Our liability in respect of such cancellation shall not exceed the payments received from the Exhibitors in respect of the Fees at the date of such cancellation minus all costs incurred by us in connection with the Exhibition and to the extent that the amount received at the date of such cancellation are less than such costs, we shall be entitled to seek immediate payment of the balance of such costs from the Exhibitor.

Neither Party to the Agreement shall be liable to the other in respect of the performance of such of its other obligations under this Agreement as are prevented by any Force Majeure Event during the continuation of such events or for any loss or damage suffered by the other arising as a consequence of a Force Majeure Event.

If either Party is affected by a Force Majeure Event it shall forthwith notify the other of the nature and extent and the Parties, subject to the provisions of this Clause, will enter into discussions in good faith with a view to alleviating its effects and to agreeing such alternative arrangements as may be fair, reasonable and practicable.

## 17. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

17.1 All exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of, and at the sole risk of the Exhibitor

17.2 You shall indemnify us and keep us indemnified against all costs, losses or damages incurred by us or claims made against us arising directly or indirectly as a result of any breach of these Terms by you, any default or negligence of you or your agents, employees or sub-contractors in connection with the Exhibition.

17.3 The exhibitor is responsible for and will indemnify us and keep us indemnified against all injury, loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor or agent or invitee of the Exhibitor or visitor to the Stand or by an exhibit or machinery or other item belonging to or be introduced by any such person.

## 18. LIMITATION OF ORGANISERS LIABILITY

18.1 We shall not be liable for the absence of other Exhibitors regardless as to whether the name of any Exhibitor appeared on a floorplan or a statement made on our behalf that an Exhibitor had booked to attend the Exhibition provisionally or otherwise.

18.2 We shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors, sub-contractors or invitee's of the Exhibitor save as a result of our negligence. Nothing in these Terms shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor or us as the organiser.

18.3 Without prejudice to clause 18.2, the combined liability of us and the hall owner for a claim made by an exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of twenty-five thousand pounds (£25,000) or the amount of all sums paid by the Exhibitor to us under contract in relation to the Exhibition.

18.4 We shall not in any event be liable for any:-

- Indirect or consequential losses, damage, costs and expenses
- Loss of revenue
- Loss of profit or
- Loss of goodwill

18.5 We shall not be liable for any claim made by the Exhibitor for more than two (2) years after the Exhibition closes.

18.6 Except as set out in these Terms we exclude all conditions, terms, representations (other than fraudulent negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by or operation of law or otherwise, that are not specifically expressed herein, including without limitation, the implied warranty satisfactory quality and fitness for a particular purpose.

18.7 We shall not be liable for the safety of items brought into the Venue by you, your agents, employees or sub-contractors; or the supply to you of any goods or services by the owner of the Venue or any third parties at the Exhibition.

## 19. EXHIBITORS INSURANCE

19.1 We do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Exhibition Venue and its precincts by the Exhibitor. The Exhibitor releases from and indemnifies us against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Venue and its precincts and the Exhibitor shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits & other property brought to the Exhibition Venue and its precincts.

19.2 It is a condition of this contract that Exhibitors arrange adequate insurance to attend the show. Minimum limits are advised below. NCC Events Ltd have arranged for Exhibitors to be covered under their group policy for a fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued with your deposit invoice. Minimum limits are:

Cover Headings Standard Limits / Summary of the Cover



**Exhibitor Expenses GBP 20,000** - Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.

**Exhibitor Property GBP 20,000** - Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.

**Exhibitor Liability GBP 2,000,000** - any one occurrence. Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue.

19.3 If you believe you already have adequate Public Liability cover in place you will receive email instructions as to how this can be uploaded onto InEvexco Ltd's portal. This will then be reviewed by InEvexco Ltd, who are a specialist insurance broker and who administer the Organiser's Exhibitor insurance. This should be uploaded at least 30 days prior to the exhibition opening. If for any reason your Public Liability cover is deemed inadequate by InEvexco Ltd then they will inform you why this is the case and what you need to do to satisfy the Organiser's condition regarding insurance. If you disagree with InEvexco Ltd's decision you will be allowed to make use of InEvexco Ltd's complaints procedure.

19.4 Please do not send any insurance documentation to the Organiser. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco Ltd via their website [www.inevexco.co.uk/event-exhibition-organisers](http://www.inevexco.co.uk/event-exhibition-organisers). **We strongly recommend you read the policy wording as some exclusions apply.** This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your needs. The Organiser accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose or access to or provision of the insurance policy by InEvexco Ltd. The Organiser has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder.

19.5 The Organiser requires Exhibitors to have adequate Public Liability insurance cover when they exhibit at its events. This is incidental to the services the Organiser provides as the event organiser. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through [www.fca.gov.uk](http://www.fca.gov.uk).

19.6 Exhibitors may contact InEvexco Ltd at the above address. We cannot accept any responsibility for such additional coverage required or arranged by an Exhibitor

## 20. ADDITIONAL RULES & REGULATIONS

20.1 We reserve the right to interpret, alter and amend any of these Terms and to issue additional rules and regulations applicable to all Exhibitors (including but not limited to the Exhibitors Manual) at any time we consider it necessary for the orderly operation of the Exhibition. The amended Terms and any additional rules and regulations shall become effective immediately upon notification in writing or by email to all Exhibitors (who have booked at the time) and posting of the same on our website at [www.mcshow.co.uk](http://www.mcshow.co.uk). Once the amended Terms and the additional rules and regulations have been notified in writing or by email and posted on our website at [www.mcshow.co.uk](http://www.mcshow.co.uk), all Exhibitors will be deemed to have notice of the same and have accepted the amended Terms and the additional rules and regulations. All interpretations of these Terms and any additional rules and regulations by us shall be final and binding on all Exhibitors.

20.1 We reserve the right to affix Stand numbers or direction signs on any Stand in any position.

20.2 No competitions may be held without prior written permission from us.

20.3 Show catalogues will be issued and we do not accept any responsibility for any omissions, misquotations or other errors in the catalogue.

20.4 Stands or exhibits may be photographed, drawn, copied or reproduced only with our permission

20.5 The Exhibitor will be responsible for ensuring that all products and services are priced in accordance with the relevant legislative requirements.

## 21. EXHIBITOR'S MANUAL

We endeavour to make this manual available no less than 3 months prior to show open dates. The Exhibitors' Manual will include (without limitation) Covid compliance exhibitor / stand regulations, any amended or additional Terms, badge order forms, audio-visual, electrical, telephone and furniture order forms. Please review all information carefully and be aware of all required deadlines as late submission charges may apply. The Exhibitor must comply with the terms of the Exhibitor's Manual.

## 22. SIGNATORIES

22.1 The person or persons signing the Space Booking Contract on your behalf shall be deemed to have full authority to do so on your behalf and you shall have no right to claim as against us that such person or persons did not have such authority.

## 23. ATTENDANCE

23.1 You acknowledge that we shall not be held responsible for the failure of all or any other contracted Exhibitors to attend the Exhibition or the failure of any number of visitors to attend the Exhibition for any reason beyond our reasonable control.

## 24. LAW AND JURISDICTION

24.1 This contract shall be governed by and construed in accordance with English Law and the courts shall have exclusive jurisdiction to settle any disputes.

## 25. NOTICES

25.1 Save in relation to Clause 5, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified overleaf for each party or to such other address as either party may notify for such purpose.

25.2 Subject to Clause 4, notices shall be deemed served in accordance with the following:

25.2.1 If sent by first class post to an address within the UK, two working days after posting and if sent elsewhere, seven working days after posting;

25.2.2 If sent by courier, on confirmed delivery; or

25.2.3 If sent by fax, on confirmation of transmission.

## 26. GENERAL

26.1 The failure of either party to enforce any Term of or right arising pursuant to these Terms does not constitute a waiver of such Term or right and shall in no way affect that party's right later to enforce or exercise the Term or right.

26.2 The invalidity or unenforceability of any Term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining Terms and rights.

26.3 These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or Exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms.

26.4 Nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.

## 27. TYPE APPROVAL Motorhomes

27.1 Type Approval, is required for ALL motorhomes registered in the UK for use on the Public Highway after April 29th 2012. Consequently, motorhomes displayed at the show will need to be Type Approved (see <http://www.dft.gov.uk/vca/vehicletype/index.asp> for info).

27.2 Demonstrators - It is appreciated that there are cases where a registered demonstrator may need to be exhibited, in which case it must be Type Approved and comply with the following:

- The base vehicle must be to the current model specification (i.e. that applying at the time of the show) and in 'new' condition.
- The conversion must be to the current model specification (i.e. that applying at the time of the show) and in 'new' condition.
- The mileage of the base vehicle must not exceed 6,000 miles
- The base vehicle must not be more than twelve months old
- The base vehicle and conversion must be compliant with the current UK specification.
- The complete vehicle **must be Type Approved** (either Whole Vehicle Type Approval, National Small Series Type Approval or Individual Vehicle Approval)
- The complete vehicle, if registered for use on the road, must be registered as a motorhome in the name of the exhibiting company.
- Motorhomes used to promote ancillary fittings / equipment must comply with the above.
- Motorhomes used by an exhibitor on their stand area as a 'feature' and not in accordance with the show's terms and conditions, must be to the specification – conversion & base vehicle – relating to the age of the base vehicle. In any event, such a feature vehicle will NOT be permitted inside the venue halls without prior written approval from NCC Events Ltd. Additionally, such a unit must carry clear signage specific to this being a 'Feature Vehicle only – Not For Sale'

## Touring Caravans

27.3 'Type Approval', is required for new Touring Caravans sold after 29th October 2014. Consequently, any Touring Caravan sold at the show which will be delivered to the customer from October 29<sup>th</sup> 2014 onwards will need to be Type Approved. (see <http://www.dft.gov.uk/vca/vehicletype/index.asp> for more info)

27.4 Demonstrators - It is appreciated that there are cases where a demonstrator may need to be exhibited, in which case it must be Type Approved and comply with the following:

- The touring caravan must be to the current model specification (i.e. that applying at the time of the show) and in 'new' condition.
- The touring caravan must not be more than twelve months old.
- The touring caravan must be compliant with the current UK specification.
- The complete touring caravan must be Type Approved (either Whole Vehicle Type Approval, National Small Series Type Approval or Individual Vehicle Approval)
- Touring caravans used to promote ancillary fittings / equipment must comply with the above.
- Touring caravans used by an exhibitor on their stand as a feature and not in accordance with the show's terms and conditions, must be to the specification relating to the age of the touring caravan. In any event, such a feature vehicle will NOT be permitted inside the venue halls without prior written approval from NCC Events Ltd. Additionally, such a unit must carry clear signage specific to this being a 'Feature Vehicle Only – Not For Sale'.

## Motorhomes and Touring Caravans

27.5 NCC Events will issue a declaration form for the exhibitor to complete which will list all vehicles and details of their Type Approval. This will be reviewed by NCC Events and subject to everything being in order NCC Events will issue a hall pass for each individual vehicle. It is IMPORTANT to note that unless a vehicle has a valid 'Hall pass' it will not be allowed into the Halls and will be excluded from the show. See the "Exhibitors manual" for full details of the process.

## 27.6 Organisers' rights

The organiser (NCC Events Limited) reserve the right to demand that vehicles which are not in compliance with the Terms and Conditions stated above may be refused entry into the exhibition and/or if subsequently found not to be in compliance with the above, be removed without delay from the exhibition at the exhibitor's expense.

27.7 The organisers reserve the right to inspect all motorhomes and touring caravans on display in order to ensure they are in compliance with section 27.2 / 27.4 (above) and to have any motorhome or touring caravan not in compliance removed from the exhibition halls at the exhibitor's expense.

## 28. PRICING OF MOTORHOMES AND TOURING CARAVANS

28.1 Motorhomes - The price of all motorhomes on display must include the following and the total price must be shown as the 'On the road (OTR)' price'. The OTR shall include the following:-

1. The price of the model displayed, including all optional equipment, delivery charges and number plates
2. VAT at the prevailing rate on the above
3. The First Registration Charge and Road Fund Licence (neither of which are subject to VAT)

28.2 Touring Caravans - The price of all touring caravans on display must include the following and the price shown will therefore be the 'On the road' price'

1. The price of the model on display, including all optional equipment, delivery charges and number plate
2. VAT at the prevailing rate on the above

28.3 All specifications and prices must be clearly readable and in the same font size / print size.

## 29. Promotional material and selling relating to motorhomes & Tourers

- 29.1 Signage and/or posters relating to the selling of used motorhomes are not permitted.
- 29.2 The active selling of used motorhomes is not permitted.
- 29.3 Signage and/or posters relating to the selling of motorhome conversions on second-hand vehicles is not permitted.
- 29.4 The active selling of motorhome conversions on second hand / used vehicles is not permitted.

## 30. Terms and Conditions

I have read and agreed to the above Terms

Name: .....

Date: .....

Signed: .....

For and on behalf of: -

Company: .....