

MOTORCYCLE LIVE 2024

Organisers Rules and Regulations

The below Rules & Regulations are correct at the date of publication (May 2024).

1. General Definitions

- 1.1 In these Rules and Regulations the following expressions shall, unless the context otherwise requires, have the following meanings:
- 1.2 Contract – means the contract entered between the Organisers and the Exhibitor by the Exhibitor signing and returning to the Organisers the Form and appropriate deposit and which is governed by these Rules and Regulations and the terms and conditions of the Form.
- 1.3 Event – means ‘Motorcycle Live’ (including any sectional exhibition associated with it).
- 1.4 Exhibit – means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.
- 1.5 Exhibitor – means any person to whom space at the event shall have been allotted under the Contract and shall include all staff, employees, servants, permitted contractors and agents of such person.
- 1.6 Form – means the Form annexed hereto and entitled ‘Contract for Space’.
- 1.7 Halls – means the exhibition halls or part thereof in which the Event shall take place.
- 1.8 Island Site – a detached stand, which has gangways on all four frontages.
- 1.9 Member – means a fully paid-up member of the MCIA.
- 1.10 Manufacturer Exhibitor – means an Exhibitor that is a fully paid-up member of the MCIA with "Motorcycle Manufacturer" status (at Silver, Gold, or Platinum level membership)
- 1.11 Opening Hours for Motorcycle Live means 10:00 to 17:00 16 – 24 November 2024
- 1.12 Organisers – means MCIA Events Ltd and/or others appointed to organise the Event together with their agents, servants, and contractors.
- 1.13 Owner – means the proprietor of the Halls together with its agents, servants, and contractors.
- 1.14 Owner’s Regulations – means the regulations of the Owner from time to time in force, including without limitation the National Exhibition Centre [eGuide](#) Regulations.
- 1.15 Shell Scheme – means that part of the Stand to be constructed by the Organisers under the terms of the Contract conforming to the relevant specifications for its type.
- 1.16 Space – means the area within the Event allotted to the Exhibitor by the Organiser under the terms of the Contract.
- 1.17 Stand – means all construction on the Space occupied by the Exhibitor.
- 1.18 Working Rule Agreement – means the constitution and Working Rule Agreement of the National Joint Council and/or of the National Electrical Joint Council for the Exhibition Industry as from time to time in force.
- 1.19 In these Rules and Regulations, except where the context otherwise requires, the word “person” shall be deemed to include any firm or company, “company” shall be deemed to include any body of persons whether corporate or unincorporated, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural and vice versa. Head notes are inserted for convenience only and shall not be used in the construction of these Rules and Regulations.

2. Stand Definitions

- 2.1 Trade Stands – a stand within which an Exhibitor may only display their company's own goods, products, and literature. No third-party literature or products will be permitted to be displayed. No financial or other transactions are permitted under any circumstances.
- 2.1.1 Any Exhibitor occupying a Trade Stand that is found to be conducting any form of financial transaction (i.e. taking cash or cheques as deposits, taking swipes of credit/debit cards or collecting credit/debit card details) or any other transaction will be in breach of this Contract. Such Exhibitor will be asked to desist or to upgrade at the relevant stand rate for retail and, by way of liquidated damages, will be issued an invoice of £1000 accumulatively for each day the Event has been open. This invoice will be payable immediately otherwise the Stand will be closed and prevented from trading.
- 2.2 Any Exhibitor (excluding charities and/or motorcycle clubs) occupying a Trade Stand for the full duration of the Event who wishes to sell membership, advance training and/or any other 'day out', on their Stand must pay the full retail rate.
- 2.3 Retail Stands – Stands in designated areas on which merchandise may be sold to the public and cash transactions may take place.
- 2.4 Main Event Body - Trade and Retail in designated areas – accessible by all visitors over the nine-day period.
- 2.5 Multiple Stand Trade/Retail - following allocation of a Trade Stand, exhibitors can at the same time reserve up to two Retail Stands within the Retail area of the show. The Trade Stand must not be less than 50% of the size of its largest Retail stand.
- 2.6 Joint Trade/Retail Stand – a single Stand space will be allocated and split Trade/Retail by a physical divide within the Trade area of the Event. The divide must be a freestanding, solid structure by means of a wall or counter and be accounted for in Stand drawings submitted. The Retail element must not be less than one third (1/3) of the total Space.
- 2.7 Manufacturer Stand – stand space occupied by a Manufacturer Exhibitor paying Silver, Gold, or Platinum membership to the MCIA. Stands can include a single club / touring / experience partner at no additional cost. For Gold and Platinum Members, this can also include up to 15 % of the total stand as retail space at no extra cost.
- 2.7.1 Please note that the club / touring / experience partner / retailer will come under the manufacturer Contract and cease to become an exhibitor in their own right, so they will not be referenced as an exhibitor or supplied with separate staff passes. No shell scheme stand will be provided.
- 2.8 Club Stand - Retail Stands within the Event for all motorcycle clubs, a club being defined as 'an association for pursuance of common interest, in this case single or multi-marque motorcycle ownership'.
- 2.8.1 Please Note: Only the sale of club-related paraphernalia (t-shirts, badges etc.) is permitted from a Club Stand. The sale of any other type of non-club branded or associated products are strictly prohibited. Motorcycles are permitted on Club Stands providing the machine is a currently owned and privately registered model by an exhibiting Manufacturer (please see Clause 7.31). If in doubt, please contact the Organisers for clarification. Any Exhibitor in breach of such prohibition will be asked to desist (or to upgrade at the relevant stand rate for retail) and, by way of liquidated damages, will be issued an invoice of £1000 accumulatively for each day the Event has been open. This invoice will be payable immediately otherwise the Stand will be closed and prevented from trading.
- 2.9 Charity Stand – four Shell Scheme Stands will be allocated free of charge (excluding utilities etc.) for use by registered charities associated with the MCIA. The stands for Motorcycle Live 2024 will be: BEN, National Association of Blood Bikes, Two Wheels for Life & Mental Health Motorbike..
- 2.10 Exception to these regulations will be at the discretion of the Organisers and must have been agreed in writing, in advance.

3. Applications and Allotment of Space

- 3.1 Acceptance of any application for Space by the Organisers shall not be deemed to imply that the Organisers accept that any Exhibit is within the scope of the Event.
- 3.2 The Organisers accept no liability for charges passed from the Owner and / or any other contractor to the Exhibitor.

- 3.3 The Organisers shall consider applications for Space from manufacturers and importers of motorcycles only. No dealers or other third parties shall be entitled to exhibit at the Event.
- 3.4 The Organisers reserve the right to reject any application and to exclude and/or require to be removed any Exhibit which in their opinion is outside the scope of the Event.
- 3.5 Unless the Organisers are directly responsible for the closure, the Organisers do not accept liability with respect to the closing of any part of the Halls and reserve the right to close any part of the hall or re-plan or alter the layout of the Stands, should they deem it reasonably necessary in the interests of the Event, Exhibitors and / or visitors or otherwise. If any error arises in the allotment of Space to an Exhibitor no liability shall attach to the Organisers. The Organisers will use reasonable endeavours to offer alternative Space.
- 3.6 Any dispute or difference between an Exhibitor or potential exhibitor and the Organisers in connection with or arising out of the offer or the refusal to offer a Contract for Space to include, but not limited to, disputes over admission as an Exhibitor and dispute over the allocation of Space to exhibit at the Event shall be dealt with in accordance with the Organisers' dispute resolution procedures. Without prejudice to the Exhibitor's other legal or statutory rights, the Organisers' decision will be deemed as final.
- 3.7 No reservation will be regarded as firm until the Organisers have received the signed Form and deposit payment. The persons signing the Form expressly agree and warrant that they are authorised to sign and enter into this agreement on behalf of the company stated on the Form. In addition, the commitments made by the persons signing the Form will be binding on its successors and assigns.
- 3.8 The Contract shall not become effective unless or until the Organisers receive a duly completed Form, from the Exhibitor within fourteen days of the provisional booking.
- 3.9 On the acceptance by an Exhibitor of a Contract for Space the Exhibitor shall be bound by the terms of the Contract, subject to variation as herein mentioned and as regards Space allotted the relationship of licensor and licensee shall arise between the Organisers and the Exhibitor. If the Exhibitor does not occupy the Space by 12pm on Friday 15th November 2024, the Organisers shall be entitled to utilise it in such manner as they see fit and shall be entitled to recover from the Exhibitor any costs that they may incur in so utilising the Space in addition to any other sums payable hereunder. The Exhibitor shall not assign, sub-licence or divide the Space allotted to him. The Organisers are empowered to refuse access to the Event and/or the Stand to any Exhibitor who breaches these Rules and Regulations. All Space Only areas must be occupied for construction to begin no later than midday on Friday 15th November 2024.
- 3.10 Exhibitor passes will be issued per stand booked.
- 3.11 The Organisers may re-allocate the Space without being liable to account to the Exhibitor for sums already paid or due from him otherwise howsoever and without prejudice to any claim by the Organiser to recover monies then due or for damages for breach of Contract.
- 3.12 If any Stand shall not throughout the time during which the Event remains open be open or be occupied in accordance with the details set out in these Rules and Regulations, the Exhibitor shall pay the Organisers for each day or part of a day liquidated damages equal to the amount payable for such a Stand for one day and in the case of a Stand being partially unfilled such proportion of the amount payable for the Stand as the Space involved shall bear to the whole Stand.
- 3.13 An Honorary Member of the MCIA will be offered space at Motorcycle Live (subject to availability) and at the discretion of MCIA Events Ltd. Any Honorary Member looking to receive full Member benefits (relating to space at the show) must have applied and paid for MCIA membership.
- 3.14 By completing a Space Requirement Form and/or confirming attendance at Motorcycle Live 2024 the Exhibitor will agree to be contacted by Motorcycle Live approved Contractors (as listed on www.motorcyclelive.co.uk)
- Any exceptions to these regulations will be at the discretion of the Organisers and must have been agreed in writing, in advance.

4. Shell Scheme and Ancillary Services

- 4.1 The Exhibitor shall be entitled (subject as hereinafter provided) to the Shell Scheme of the size and location specified in the Form.
- 4.2 The Contract does not include provision by the Organisers of any of the following services: connections for

water, waste, gas or other utilities, interior fitments and displays, additional sign-writing, Wi-Fi, insurance of Exhibits, labour for off-loading, floral decorations, furniture, telephones, electrical connections and installations, or any other special requirement of the Exhibitor.

- 4.3 In the construction of any Shell Scheme or the provision of the services of catering, lifting or mechanical handling, telephonic communications, shell scheme, power, water or waste disposal or other services to your Space, Stand or Exhibits or to other Exhibitors, the Exhibitor is required to use the Organiser's specified contractor in order to comply with quality, security, safety and insurance controls.
- 4.4 Any Exhibitor wishing to utilise any integral lifting device during build up or breakdown must use the Organisers' official lifting contractor, GES.
- 4.5 All Exhibitors are directly responsible for paying the contractor in respect of all charges for such services. The Exhibitor must comply with all the contractor's terms and conditions as notified to them including, but not limited to, the payment of deposits. The Organisers reserve the right to exclude from any future Events any Exhibitor that has any sums outstanding due to any 'official' contractor. A list of official contractors can be provided upon request.
- 4.6 All Shell exhibitors may comply with all regulations in relation to Shell Scheme stands and fascia boards, which can be found here (<http://www.motorcyclelive.co.uk/shell-regs-2024>) Exhibitors failing to comply with this will be liable to pay liquidated damages of £100 for each and every infringement in respect of a safety re-assessment by the Organiser

5. Payment

- 5.1 Payment of the consideration and instalments specified in the Form shall be made strictly in accordance with the provisions of the Form and time shall be deemed to be of the essence. Payments can be made either by cheque, bankers draft or BACS. **Card payments are not accepted.**

Cheques and Bankers Drafts should be made payable to MCIA Events Ltd and sent to:

MCIA Events Ltd, 1 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, CV5 9AB

BACS transfer (with a remittance advice sent to MCIA Events Ltd at the above address) can be made as follows:

Account Name: MCIA Events Ltd

Account No: 90719226

Sort Code: 20-23-60

Bank Barclays Bank

Address Coventry City Office, PO Box 2, 25 High Street, Coventry, CV1 5QZ

IBAN GB86 BUKB 2023 6090 7192 26, SWIFTBIC BUKBGB22

- 5.2 In case of non-payment on the due date of any sum payable by the Exhibitor to the Organisers hereunder, the Organisers reserve the right to charge interest at the rate specified from time to time by the Late Payments of Commercial Debts (Interest) Act 1998, as amended.
- 5.3 The Organisers are under no obligation to return any monies or account for the sums paid by the Exhibitor, should the Exhibitor withdraw at any time before or during the Event.
- 5.4 No monies are returnable unless the Organisers are directly responsible for the cancellation or postponement of the Event, whereupon Exhibitors shall be entitled to a refund.
- 5.5 Every Exhibitor paying the total value of their contracted space, as per the terms stated on the invoice, will receive a discount of 10% on the published rate for space. Those exhibitors failing to settle their account by the due date stated on their invoice will lose any discount offered immediately.
- 5.6 Where the Organiser agrees to permit a Manufacturer Exhibitor to display its Race Truck and/or free of charge Feature Space the Manufacturer Exhibitor will ensure that: -
- 5.6.1 In the case of Race Truck space, the two principal riders from the Manufacturer Exhibitor's Factory backed race team from BSB, WSB, Moto2, Moto3, Moto GP or World Enduro and Motocross are made available to give interviews to, and answer questions from, the Organisers PR team, on at least two separate days during the Event at such times as the Organisers PR team shall agree with the Manufacturer Exhibitor. The Manufacturer is wholly responsible for any associated costs relating to the Riders appearances.

- 5.6.2 The Race Truck/Feature Space is adequately manned during the entire Event.
- 5.6.3 No products or services are sold, promoted or otherwise retailed from the Space (unless it is an agreed retail stand) or any other area within the Event occupied by the Race Truck and/or Feature Space; and, in the event that it fails to comply with such conditions, that Manufacturer Exhibitor shall remain liable for all payments (including any payment that would otherwise ordinarily have been due for Space, or any other area within the Event, occupied by the Race Truck/Feature Space) and instalments specified in the Form (which shall be strictly payable on the due dates) without any withholding, deduction or set-off or entitlement to any refund whatsoever.
- 5.6.4 A maximum of one Race Truck per Exhibiting Manufacturer per Show will be eligible for this space type offer/ regulation, subject to availability.
- 5.6.5 The feature as detailed and agreed by the Organisers, is presented.

5.7 Money Laundering Regulations:

It is our company policy not to accept more than £5,000 in cash from any company for this Event.

If you have any queries regarding your account, please contact the Accounts Department on 02476 408025 or email finance@mcia.co.uk

6. Sub-Licence

- 6.1 The Exhibitor shall be entitled to a revocable sub-licence from the Organisers to occupy the Stand and the Space for the purpose of displaying Exhibits for the duration of the Contract.
- 6.2 The Exhibitor shall not assign or create any further sub-licence in the whole or part of this sub-licence, without the prior written consent of the Organisers. The Organisers reserve the right to refuse access to the Event to any company or individual that has breached these Rules and Regulations.
- 6.3 Subject as set out herein the Exhibitor shall permit the Organisers and the Owners access to the Stand and Space at all times.
- 6.4 The Exhibitor undertakes, represents and warrants to comply with these Rules and Regulations. The Organisers reserve the right to remove offending Exhibitors and their goods from the Event.

7. General Obligations of the Exhibitor

- 7.1 On completion of the Form the Exhibitor undertakes to comply strictly with the following obligations, which are conditions of the Contract.
- 7.2 To fully read and adhere to the [eGuide Regulations](#) of The National Exhibition Centre.
- 7.3 No Exhibitor will be permitted to construct or dress Stands during build-up if full payment for the Stand, including any interest or liquidated damages, has not been received in cleared funds by the Organiser.
- 7.4 To inform the Organiser before Event close (i.e. 24th November 2024) if the Exhibitor has any discrepancies with stand space, booking, invoicing or any Event-related issues.
- 7.5 To occupy the Stand and the Space, to complete all interior fitting works, remove all rubbish and have all Exhibits in position by 8.00pm on 15th November 2024.
- 7.6 To have the Stand and all the Exhibits open to view 15 minutes before the published open times and the Stand adequately and continuously staffed every day during the Opening Hours of the Event and for 30 minutes after the Event closes each day.
- 7.7 Not to dismantle the Stand or fittings or remove any Exhibit from the Stand until the end of the Event (i.e. 5.30pm on 24th November 2024).
- 7.8 To conduct business only from the Stand and from no other part of the Halls or Gangways.
- 7.9 To only utilise space as detailed within the Contract; no void areas are to be used for storage and/or stand activity unless paid for/agreed with the Organiser. Product found within these areas without prior authorisation

/ payment must be removed immediately.

- 7.10 Not to sell, give away, or otherwise distribute or permit to be sold from the Stand or any part of the Halls, any articles of food or drink other than those supplied by the Owner, except with prior written consent from the Owner.
- 7.11 Not to exhibit or advertise any article, thing or other matter which, in the reasonable opinion of the Organisers, is of an obscene, defamatory or objectionable nature.
- 7.12 To obtain all articles of food and drink for private entertaining from the Owner and ensure that all private entertaining takes place on such parts of the Stand or offices as are partitioned off and are not open to the public, unless agreed beforehand with the Owner.
- 7.13 Where a Stand consists of two or more frontages, to arrange Exhibits on each frontage.
- 7.14 Not to conduct business in such a manner as is in the reasonable opinion of the Organisers objectionable to any other Exhibitor, visitor or the Organisers.
- 7.15 Not to do, cause, permit, or suffer to be done on the Stand anything which in the reasonable opinion of the Organisers constitutes a nuisance or which may be an infringement of or occasion or render possible a forfeiture of an endorsement on any licence held by the Organisers or the Owner.
- 7.16 Not to do, cause, permit, or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Halls or to the person or property of the Organisers, Owner or any other Exhibitor or any visitor.
- 7.17 To inform the Motorcycle Live Press Office if any of the following is brought into the Halls by the Exhibitor; cinematographic apparatus, film, radio, television, tape or any similar apparatus for the reproduction of sound or vision for commercial, business or non-private purposes or for subsequent public broadcast.
- 7.18 Activities such as the use of microphones, buzzers, sirens, music, bells, video films, flashing/bright lights, lasers and smoke machines must only take place within boundary of Exhibitor Stand; presentations that cause overcrowding of aisles, walkways and entrances are not permitted. The Organiser reserves the right to prohibit any activity which in their reasonable opinion causes annoyance to the visitor and or other Exhibitors.
- 7.19 Not to address or deliver parcels or goods care of the Organiser office. A Stand representative must be present to take delivery of goods at all times and provide necessary authority/signature. The Organiser will not accept responsibility for any deliveries or goods.
- 7.20 To ensure that all attendants employed on the Stand are instructed in the use of fire extinguishers and the position of the nearest fire alarm.
- 7.21 Not without the prior written consent of the Organisers, photograph, draw, copy or reproduce any Exhibit or Stand whether belonging to the Exhibitor or any other Exhibitor.
- 7.22 To comply strictly with all relevant statutes, regulations or bye-laws of any governmental, supra-governmental, local authority or other statutory body and with these Rules and Regulations and the Owner's Regulations, including without limitation any rules relating to performing rights and phonographic performances.
- 7.23 To ensure all staff are aware of the non-smoking policy within the NEC during build-up, Event duration and breakdown in accordance with the Health Act 2006.
- 7.24 To keep all entrances, exits, gangways, pass-doors, and passages clear and unobstructed. Exhibitors failing to comply with this undertaking will be liable to pay liquidated damages of £100 for each and every infringement in respect of the removal of the obstruction and subsequent safety re-assessment by the Organiser.
- 7.25 To ensure all staff, contractors and anyone associated with the Stand has read and fully understood the Site Rules and Induction Information (<http://www.motorcyclelive.co.uk/site-rules-2024>) in line with HSE Regulations.
- 7.26 To remove immediately upon demand any Exhibit which, in the reasonable opinion of the Organisers, is outside the scope of the Event.
- 7.27 To remove immediately upon demand any machinery or Exhibit if insurance has not been or cannot be affected, or is, in the reasonable opinion of the Organisers, not sufficient.

- 7.28 To keep readily available at all times all consents, permissions and authorities issued by the Organisers or required under these Rules and Regulations together with all policies of insurance and produce any or all of these to the Organisers on demand.
- 7.29 For display of Motorcycles inside the Halls, the following must be adhered to:
- 7.29.1 Charging of electric vehicles can only take place during show open hours.
- 7.29.2 No petrol or diesel fuel or any other inflammable or noxious substance will be allowed into the Halls without the prior written consent of the Organisers. All motorcycles, motor vehicles and vehicles must have locked or taped filler caps, their battery leads disconnected and if applicable, moving wheels must be enclosed/covered.
- 7.29.3 Where the public have access to sit on a display motorcycle, the motorcycle must be secured appropriately in order to avoid it tipping or falling onto a member of the public.
- 7.29.4 Bike start-ups will only be permitted with written permission from the Organiser and subject to all the relevant Health and Safety paperwork being submitted. This, along with ensuring that every precaution has been taken to prevent members of the audience being injured or their hearing damaged, bike start-ups will only be authorised for special/exotica machinery within a Space Only stand and limited to one start-up per day at a time agreed by the Organiser.
- 7.30 To ensure adequate Public Liability Insurance is held for the period of and to include the full tenancy of the Event. Copy of insurance documents must be submitted via the online Exhibitor Manual.
- 7.31 In accordance with the Owner's Regulations the Hall shall not be used for the purposes of gaming, betting or gambling. Please also take note of and adhere to the following important conditions:

There will be no retailing of motorcycles, motor vehicles or vehicles at the Event.

However, in certain circumstances an MCIA motorcycle manufacturer, importer or distributor member (manufacturer) utilising the membership entitlement of stand space at the Event may introduce a prospective retail customer to a member of that manufacturer's franchised dealer network either by way of a lead management system or by telephone in order that a deposit can be taken and a unit secured for the customer.

These circumstances would be strictly limited to:

- Newly introduced motorcycle models that are not currently in dealer showrooms.
- Customers who could not otherwise secure the motorcycle of their choice.
- These motorcycles being prepared and collected are in fully assembled and road worthy condition from the franchised dealer making the retail sale in the normal way.

Qualifying members may not advertise or promote this facility, must utilise the facility with the utmost discretion, such discretion to be monitored by the Organisers, and must have appropriate procedures in place to ensure that the Organisers are in no way compromised by any sale agreement either express or implied that may result from use of the facility and indemnified accordingly.

In all cases where manufacturers introduce customers to members of that manufacturer's franchised dealer network from their stand, it must be done in a discreet and unpublicised manner.

The integrity of this annual event is important to all who take part. The organisers reserve the right to stop any event participant from actively breaking the spirit of the above agreement.

- No part of or complete machine may be displayed unless the manufacturer, importer or concessionaire has taken Space and the Exhibitor has written permission from the manufacturer, importer or concessionaire concerned. The Organisers reserve the right to decline any application or proposed Exhibit without assigning any reason. The Organisers may request written proof. Any exception to this ruling MUST be confirmed in writing; failure to receive written confirmation will result in the contravening machine (or part thereof) being removed from the Hall.
- The Organisers solely reserve the right to display any part of or complete machine from any manufacturer, importer or concessionaire not represented at the Event.

- Publishing houses paying the Trade rate are permitted to retail their own written motorcycle related periodicals only, but at a price not exceeding the usual or recommended retail price.
- For publishing houses wishing to retail merchandise other than their own written motorcycle related periodicals, the Retail Stand rate will apply.
- If an Exhibitor wishes to sell raffle tickets at the Event (whether generally or from its Stand or Stands) it must obtain the Organiser's prior written consent before the public opening of the Event. Proceeds from such a raffle must not be for private or commercial gain and must be for sporting, cultural or sporting purposes only as set out by The Gambling Commission. The only exception to this ruling is Exhibitors with a defined Club Stand; any raffles taking place on a Club Stand must receive written confirmation from the Organisers. There would be no objection to an Exhibitor offering a free prize draw.

To remove all Exhibits, fittings, tools and other goods from Halls 2, 3, 3a and 4 by 4.00pm on Monday 25th November 2024 with bikes to be removed from these halls on Sunday evening (24th November 2024). If this is not possible, bikes must be stored in the designated secure bike store for collection the next day (Monday 25th November by 4:00pm), no responsibility with the Organiser and/or their agents will be given to vehicles left on stands after midnight on Sunday 24th November 2024.

The Exhibitor accepts the right of the Organiser, the Owner or their respective employees or agents to regard any structures, goods or waste and other materials brought into the Halls or any part of the Halls or otherwise generated by the Exhibitor or by its contractors, employees or agents left in the Halls after 4.00pm on Monday 25th November 2024 as refuse ("Leftover Materials") and to dispose of such Leftover Materials in such manner as they see fit without liability to the Exhibitor and the Exhibitor agrees to indemnify the Organiser against all costs, losses and expenses suffered or incurred by the Organiser arising directly or indirectly from the removal or disposal of such Leftover Materials by the Organiser, the Owner or their respective employees or agents.

- 7.32 If an exhibitor requires stand power for longer than 30 minutes after the show close time (i.e. 17:30), 24 hour power must be booked through the electrical contractor.

8. Powers and Discretion of the Organisers

- 8.1 The Organisers shall have the following powers and discretions, the exercise of which shall be binding on the Exhibitor:
- 8.1.1 To re-allocate the Exhibitor to an alternative Space and Stand at any time before or during the Event provided that once the Exhibitor takes possession of the Space and Stand under the Contract any such re-allocation shall require the consent of the Exhibitor acting reasonably and to the extent that payment has been received by the Organiser payment by the Organiser to the Exhibitor of an amount equal to the cost of any reduction in area however if such reallocation is unacceptable to the Exhibitor it shall have the option to terminate the Contract and be entitled to a full reimbursement of monies paid to the Organiser for the Event ;
 - 8.1.2 To alter the Opening hours for the Event at any time before or during the Event;
 - 8.1.3 To refuse any person admission to the Event without assigning any reason;
 - 8.1.4 To remove from the Stand or the Halls at the risk and expense of the Exhibitor any Exhibit, fitting, machinery or other goods of the Exhibitor which the Exhibitor fails to remove in accordance with, or which do not comply in all respects with these Rules and Regulations.
 - 8.1.5 In the event of an Exhibitor breaching any of these Rules and Regulations, the Organisers reserve the right to withhold or limit any one or more of the benefits and/or facilities under the Contract, and/or to close the Exhibitor's Stand. The Organiser also reserves the right to seize and detain the Exhibitor's goods until the breach is remedied (either by actions or compensation) to the reasonable satisfaction of the Organisers at the Exhibitor's own expense and without prejudice to any other statutory right or Rules and Regulations contained herein.
 - 8.1.6 To add to, amend or delete any of the Rules and Regulations at any time as the Organisers see fit provided prior written notice is given to the Exhibitor.

9. Risk

All Exhibits, fittings, machinery, tools and all other goods brought into the Event and Halls by the Exhibitor shall be at the sole risk of the Exhibitor.

10. Limitation of the Organisers' Liability

- 10.1 If, by reason of, or in consequence of any act of God, war, riots or insurrections, governmental regulations, legal restrictions, embargoes, strikes, labour disputes, fire, flood, tempest, failure or neglect of any body or authority to supply electricity, power, gas or water, requisition of the Halls by any national or Local Authority or any other cause beyond the control of the Organisers, the Event is cancelled, postponed, abandoned, interrupted or prematurely concluded, or held on a reduced scale, the Organisers shall be under no liability to the Exhibitor for any non-performance, delay in performance or any other loss suffered by the Exhibitor.
- 10.2 Notwithstanding any other provision of these Rules and Regulations, except in the case of death or personal injury or fraud, the Organisers shall not be liable to the Exhibitor for loss or damage (including loss of profit or contingent or consequential loss or damage) arising directly or indirectly from any breach of the Contract which exceeds 120% of the sums paid or payable by the Exhibitor to the Organisers pursuant to the Contract;
- 10.3 The Organisers shall not be liable for any loss or damage suffered by the Exhibitor for any infringement of copyright arising during the Event. The Event does not afford protection to an applicant for a registered design (as defined in section 1 of the registered Design Act 1949) pursuant to section 1B of the Registered Designs Act 1949 or for a patent (as defined in section 130(1) of the Patents Act 1977) pursuant to section 2(4) of the Patents Act 1977 or section 51(2) of the Patents Act 1949, and Exhibitors should ensure that an application is made for a registered design or a patent (as appropriate) before the opening of the Event.
- 10.4 Organisers' Services – Services provided by the Organisers for Exhibitors.
- Space only, carpeted floor, layout and plan of the Hall, catering facilities for public and Exhibitors, full advertising and publicity of the Event, general lighting and heating of the Halls, cleaning of the public areas of the Halls, services of the Press Office and general security in accordance with NEC Guidelines.
- 10.5 The Organisers shall not be responsible for any loss or damage whatsoever sustained by the Exhibitor by the reason of any delay in the opening of the Event, nor any interruption thereof whether arising from their negligence or howsoever.
- 10.6 The Organisers accept no liability for any charges and/or claims passed directly to the Exhibitor from the Owner and/or any other third parties.

11. Compliance with laws

On completion of the Form the Exhibitor undertakes to comply strictly with the following legal obligations, which are conditions of the Contract:

- 11.1 The Exhibitor warrants that they do, and will, comply with all applicable laws and regulations. Additionally, the Exhibitor warrants that all their Exhibits (and therefore the products and services supplied at and after the Event) will conform to all UK legislation and all EU regulations and directives that have been adopted by or are directly applicable in the UK.
- 11.2 Where appropriate, Exhibits shall display CE or UKCA marking or any other regulatory mark that shows compliance, or conformity to required legislation for a product or products. Where Exhibits do not comply with the UK legislation, a visible sign at least A4 size shall be permanently displayed indicating that such products may not be marketed or put into service until they have been made to comply.
- 11.3 The Exhibitor undertakes to provide comprehensive and accurate information to visitors (including, but not limited to, prices and delivery dates).
- 11.4 The Exhibitor warrants that before, during and after the Event they will (and will procure that all personnel, agents and contractors will) comply fully with all other relevant laws, whether national, supra-national or local, including (but not limited to) employment protection, anti-discrimination and health and safety laws.
- 11.5 In the event that the Organisers discover Exhibits and / or promotional material that they consider does not comply with any applicable law, the Organisers reserve the right to require the Exhibitor to remove all such Exhibits and material and if the Exhibitor fails to do so the Organisers may take such steps themselves at the Exhibitors expense and risk and may destroy any Exhibits or materials removed. In an appropriate case the Organisers may suspend the right to exhibit until breaches have been remedied or, if not capable of remedy, terminate the Contract altogether.

12. Data Protection

12.1 Definitions:

- 12.1.1 controller, data subject, personal data, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
- 12.1.2 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
- 12.2 The Organisers and the Exhibitor acknowledge that for the purposes of the Data Protection Legislation, the Organisers and the Exhibitor will each be a controller in respect of any data shared under the Contract and any personal data collected during the Event or for the purposes of exercising any of the rights or obligations under the Contract or pursuant to these Rules and Regulations.
- 12.3. The Exhibitor shall comply with all the obligations imposed on a controller under the Data Protection Legislation and assist the Organisers in complying with all applicable requirements of Data Protection Legislation. In particular, the Exhibitor shall (at its own cost):
 - 12.3.1. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 12.3.2. ensure that it provides clear and sufficient information to the data subjects (including attendees of the Event), in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required under the Data Protection Legislation;
 - 12.3.3. provide such assistance as is reasonable to assist the Organisers in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.3.4. immediately notify the Organisers on becoming aware of any breach of the Data Protection Legislation.

13. Indemnity

The Exhibitor shall indemnify, and keep indemnified, the Organisers against all losses, damages, costs, charges and expenses (including the loss of profit and any contingent or consequential loss) whatsoever arising (directly or indirectly) from or in consequence of:

- 13.1 Any breach by the Exhibitor its (or any of the Exhibitor's holding company's or subsidiary's) employees, contractors, agents and servants of any of the terms and conditions of the Contract;
- 13.2 Any default or negligence of the Exhibitor, its (or any of the Exhibitor's holding company's or subsidiary's) employees, contractors, agents and servants;
- 13.3 Any act or omission of the Exhibitor its (or any of the Exhibitor's holding company's or subsidiary's) employees, contractors, agents and servants that gives rise to a claim (whether in contract or otherwise) by the Owner against the Organiser.

Such indemnity as detailed in 12.1, 12.2 and 12.3 shall be limited to the greater sum of: (i) £2 million for any one claim and unlimited in the aggregate for all claims, and (ii) the value of any claim by the Owner against the Organiser, together with all expenses incurred by the Organiser arising from such claim. The indemnity shall not apply to losses, damages, costs, charges and expenses arising from or in consequence of the breach of the terms and conditions of the contract by the Organiser, its employees, contractors, agents and servants or default or negligence of such parties;

14. Termination and Lien

- 14.1 The Organisers or Exhibitor shall have the right to terminate the Contract forthwith upon the happening of any of the following events:

- 14.1.1 Any breach or non-observance by one party of any of the terms and conditions of the Contract which is not capable of remedy or which, if capable of remedy, has not been remedied by that party with 1 business day of notice from the other party;
- 14.1.2 If (being an individual) one party has a petition presented for his or her bankruptcy or compounds with his or her creditors or is unable to pay his or her debts as they fall due;
- 14.1.3 If a petition is presented or resolution passed for the winding-up of the other party or a receiver, administrative receiver or administrator is appointed over the whole or part of its assets or undertaking and the exercise of this right shall be without prejudice to the right of the Organisers to recover all monies due or payable under the Contract or any other right or remedy of the Organisers;
- 14.2 Without prejudice and subject to the provisions of Clauses 5 and 13 the Exhibitor may terminate this Contract on written notice to the Organisers provided always that upon receipt of such notice all sums due under the Contract (whether or not then due or payable) where the Organiser is not in default shall then forthwith become due and payable immediately and the Exhibitor acknowledges that such sums are a genuine pre-estimate of the Organisers' loss on such a termination.
- 14.3 In the event that the Exhibitor fails to pay to the Organisers any sum of money owing under this or any other Contract or in respect of any other claim of the Organisers against the Exhibitor, then without prejudice to any other of their rights under the Contract, the Organisers shall be entitled to take possession of and exercise a lien over any Exhibit, fittings, machinery, tools or other goods of the Exhibitor which are situated on the Stand or in the Halls, and the Organiser shall have the right to exercise any such lien by sale.

15. General

- 15.1 The Exhibitor will keep confidential and shall not disclose to any third party any details relating to the contents of or amendments to this Form.
- 15.2 Any waiver by the Organiser in respect of any breach shall not prevent the Organiser from subsequently requiring the Exhibitor to remedy such breach.
- 15.3 This Contract shall not operate so as to create an agency, partnership or joint venture of any kind between the parties.
- 15.4 Any times or dates regarding performance of obligations by the Exhibitor as mentioned in this Contract shall be of the essence.
- 15.5 The Organiser shall not be liable for any delay in performing any of its obligations under this Contract if such delay is due to any cause whatsoever beyond its reasonable control and the Organiser shall be entitled to a reasonable extension of the time for performing its obligations.
- 15.6 This Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this agreement.

16. Interpretation and Notice

All the paragraphs and clauses of the Agreement are distinct and severable. If any of them is held unenforceable, illegal or void by any arbitrator, court or regulatory authority, it will not affect the validity or legality of the remaining paragraphs. If any is held illegal and void the Organiser and Exhibitor agree to negotiate in good faith a modification so as to maintain, insofar as is practical and lawful in the intent of the agreement.

Any notice to be given by the Organisers to the Exhibitors hereunder shall be given if delivered to or sent by registered or recorded post or email to the address of the Exhibitor appearing on the Contract or to such other addresses as shall have been specially notified in writing by the Exhibitor to the Organisers for the purposes of the Contract, or may at any time in the period after Stand construction has commenced and before the date for removal of all Exhibits be given to the Exhibitors generally by being placed in a prominent position in the Halls.

17. Waiver Rights

A person who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999

to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from its such Act.