

## MCN Festival Club Booking Terms & Conditions

These Terms and Conditions together with all terms, conditions, rules and regulations contained in the Exhibition Pack and any special or additional conditions agreed by the Organisers (whether in writing or orally) constitute the entire agreement between the Organiser and the Exhibitor (and are together referred to below as "the Contract") to the exclusion of all other terms, conditions and warranties whatsoever and represent the only terms on which the Organisers trade notwithstanding any terms and conditions that may be contained in any order or other form of the Exhibitor. The Organisers reserve the right to amend these Terms and Conditions where necessary.

### 1. Definitions

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

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England;

**"Cancellation Charges"** means those charges as set out in the Stand Space Contract;

**"Charges"** means any sums to be paid by an Exhibitor to the Organisers in respect of the Exhibitor's presence at the Exhibition;

**"Data Protection Legislation"** means the General Data Protection Regulation together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, to the extent that it deals with data protection, the E-Commerce Directive 2000/31/EC together with any legislation, regulations or codes of practice made thereunder, and where "Data Controller", "Data Subject" and "Personal Data" are referred to in this Agreement they shall have the meaning set out in the Data Protection Legislation.

**"Exhibition"** means the event detailed in the Stand Space Contract;

**"Exhibition Date"** means the first date on which the Exhibition is to be held as detailed in the Exhibition Pack;

**"Exhibition Pack"** means all related information and documents issued to the Exhibitor in relation to the Exhibition;

**"Exhibitor"** means any person, firm or company who has made application for and who has been granted space in the Exhibition;

**"Group Company"** means any company that is a holding company of Bauer Consumer Media Limited at any time, and any other company that is a subsidiary of that holding company with the terms "holding company" and "subsidiary" having the meanings ascribed to those terms in the Companies Act 2006;

**"Intellectual Property Rights"** means any and all rights in and to patents (including supplementary protection certificates), copyrights, moral rights, industrial design rights, trade marks, service marks, business or trade names, domain names, get-up, database rights, topography rights, business or trade secrets, confidential information, know-how and all other property rights (whether registered or unregistered, registrable or unregistrable), together with all other rights of a similar or corresponding character or nature and all applications and/or rights to apply for the same anywhere in the world;

**"Losses"** means all losses, claims, liabilities, costs, charges, expenses and damages of any kind irrespective of whether they were reasonably foreseeable or avoidable or arising directly or indirectly;

**"Stand Space Contract"** means the form to be completed when applying for stand space at the Exhibition;

**"Organisers"** means Bauer Consumer Media Limited, its lawful assigns or approved agents;

**"Organisers' Intellectual Property"** means any present and future Intellectual Property Rights owned, controlled or used by the Organisers or any Group Company;

**"Promotional Material"** means the material described in paragraph 10; and

**"Relevant Legislation and Regulations"** means (i) all relevant laws and regulations for securing the health, safety and welfare of those attending the Exhibition, including without limitation the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974 and the West Midlands County Council Act 1980 (and

any other acts and regulations relating to exhibitions) and any orders, bye-laws, regulations or rules thereunder now existing or hereafter passed relating to exhibition sites; and (ii) the rules and regulations contained in the Exhibition Pack concerning the use and occupation of the exhibition site from time to time in force.

**"The Venue"** means the venue where the Exhibition will take place.

### 2. Time of Contract

Applications for space at the Exhibition must be made by prospective exhibitors by completing (in full), signing and submitting the Stand Space Contract. A contract, governed by these Terms and Conditions, shall be made when the completed and signed Stand Space Contract has been received and accepted by the Organisers. Where the application is accepted by the Organiser, it shall send an invoice to the prospective Exhibitor on the terms set out below, which shall constitute acceptance of prospective Exhibitor's application. The Organisers reserve the right to reject any application and have no obligation to notify unsuccessful applicants of such rejected applications.

### 3. Payment Terms

Where any ad hoc Charges arise in relation to the Exhibition, the Exhibitor shall settle these within 30 days of receipt of an invoice from the Organisers. Interest at the rate of 3% above Barclays Bank plc Base Rate will be charged on any amount outstanding for more than 14 days after the due date indicated in the invoice. The Organiser shall have the right to offer any stand to a third party where Charges remain unpaid for more than 5 days following the due date.

Except as expressly agreed by the Organiser in writing, in no circumstances will an Exhibitor be allowed to take part in the Exhibition if any Charges are unpaid 10 days prior to the Exhibition Date, in the event of which the Contract shall terminate (except those terms intended to survive termination).

Following such termination, any Charges which have been paid by the prospective Exhibitor shall be retained in full by the Organisers (except as set out below) with no further obligation owed by the Organiser to the prospective Exhibitor. Where the Organiser sells such corresponding space to a third party for use at the Exhibition for the same price as quoted to the prospective Exhibitor, the Organiser shall reimburse the Charges which have been paid by the prospective Exhibitor less any Cancellation Charges and less a further 10% to cover administrative charges incurred by the Organiser, payable 30 days following the Exhibition Date.

Any other expenses or charges incurred by the Exhibitor in relation to a third party must be settled by the Exhibitor on time, whether incurred by the Exhibitor or its employees, agents or contractors, in order that no disruption to the Exhibition takes place.

### 4. Licensor and licensee

As regards any space allotted to the Exhibitor at the Exhibition, the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of any breach or nonobservance by the Exhibitor of any of these Terms and Conditions or any other terms of the Contract, the Organisers shall have the right to revoke the licence and re-enter the allotted space to remove the Exhibitor and all persons there and offer such space to any third party. This shall be without prejudice to any other right or remedy which is available to the Organisers.

### 5. Relocation

The Organisers may without notice to the Exhibitor alter the layout of the Exhibition floor plan or position of any stand at any time. Allocation of an Exhibitor's name to any particular part of the Exhibition floor plan or stand number will not constitute any agreement, warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in a particular location.

### 6. Cancellation of Space

In the event that an Exhibitor wishes to cancel his space booking or fails to meet any of the

payment obligations (whether as to the amounts or dates of payment) under the Contract then the Organisers may (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) apply the following cancellation charges ("Cancellation Charges"):  
If the Exhibitor wishes to cancel its booking, it must communicate this intention to the Organisers immediately (which must be confirmed in writing and be forwarded to the Organisers by recorded delivery post at the address specified in the Exhibition Pack). As soon as the Organisers have been notified of the Exhibitor's intention to cancel, the Organisers shall be entitled to offer such Exhibitor space to a third party and the terms of the Contract shall terminate (except those terms intended to survive termination).

#### **7. Reduction of Space**

If an Exhibitor wishes to reduce the size of its space booking then it must communicate this intention to the Organisers immediately (which must be confirmed in writing and be forwarded to the Organisers by recorded delivery post at the address specified in the Exhibition Pack). The Organisers shall apply Cancellation Charges, to be calculated on a pro rata basis by reference to the amount by which the original booked stand area is to be reduced. The Organisers may resell or reallocate such space to any third party.

#### **8. Legislation**

The Exhibitor warrants to the Organisers that it and all parties employed or engaged by it shall comply with all Relevant Legislation and Regulations relating to the Exhibition and the Exhibitor's attendance at the Exhibition including, but not limited to, the erection of safe stands.

#### **9. Exhibits**

The Exhibitor shall be entitled to display only those goods and/or services specified on the Stand Space Contract. The Organisers may require the Exhibitor to remove any goods or Promotional Material (defined below in paragraph 10) which, in the Organisers' sole discretion, are not specified on the Stand Space Contract, are illegal, libellous or of any obscene nature or may infringe the rights of any third party or which the Organisers consider to be undesirable or detrimental to the Exhibition (in the sole opinion of the Organisers including but not limited to material advertising competitor events), to other Exhibitors or the general commercial interests of the Organisers or any other company from time to time part of the same group of companies of which the Organisers form part .

#### **10. Exhibitor stand**

i) The Exhibitor is only permitted to display goods, services and Promotional Material within the space allocated to it by the Organisers on the floor plan of the Exhibition in accordance with the instructions in the Exhibition Pack and any subsequent and/or other instructions of the Organisers (including instructions communicated orally). "Promotional Material" includes, but is not limited to, any posters, banners, cards, leaflets, flyers, projected images and lighting. The Organisers reserve the right to remove any goods or Promotional Material of the Exhibitor that is not displayed within the Exhibitors allocated stand space.  
ii) The Organisers reserve the right to affix stand numbers or directional signs on any stands in any position.  
iii) Where Exhibitors use borrowed equipment on the allocated stand to demonstrate their own products, the display of the name of the firm lending the equipment is not permitted without written permission from the Organisers.  
iv) The Exhibitor cannot under any circumstances, canvas visitors in the aisles, or in any other areas.  
v) The Exhibitors are responsible for the cost of making good, restoring or renewing in all cases of damage or dilapidation to the Venue or any part thereof, whether caused by themselves, their agents or contractors or by any person or persons employed or engaged on their behalf by any such agent or contractor.  
vi) The Exhibitor shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during the Exhibition opening times, failing which the Organiser reserves the right without liability to arrange for this to be done at the Exhibitor's expense.

#### **11. Gangways**

It is the responsibility of the Exhibitor to ensure that gangways in front of the allocated stand are kept free from obstruction during the duration of the Exhibition.

#### **12. Duration of Exhibition**

Details of Exhibition hours are given in the Exhibition Pack. During these times stands must be manned by Exhibitor's staff.

#### **13. Space not Occupied**

The Exhibitor must occupy the space allocated to him by the opening time specified in the Exhibition Pack on the Exhibition Date. Any Exhibitor failing to do so will be deemed to have cancelled his space booking and Cancellation Charges shall apply. The Organisers shall also be entitled to offer such space to any third party in such event or arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may thereby be incurred. The Organisers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

#### **14. Promotion and Attendance**

The Organisers shall use reasonable endeavours to organise and promote the Exhibition in any way they deem appropriate, the details of which the Organisers are entitled to change at any time, for whatever reason, with no obligation to notify Exhibitors of the same. The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other Exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason. This Contract shall not be conditional on the attendance or otherwise at the Exhibition of any other person or any other Exhibitor.

#### **15. Other Exhibitors**

The Organisers reserve the right to change or cancel at anytime the attendance, location and/or position of any other Exhibitors and cannot guarantee that any floor plan issued or statement made in respect of any other Exhibitors shall be correct as at the Exhibition Date.

#### **16. Exclusion of Personnel**

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence (in the sole opinion of the Organisers) is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the employee, agent or contractor of the Exhibitor or is otherwise in any way connected or associated with the Exhibitor. The Exhibitor shall be responsible for any costs incurred by the Organisers where such person requiring removal in accordance with this paragraph is an employee, agent or contractor of the Exhibitor.

#### **17. Organisers' Right to Cancel**

The Organisers reserve the right to cancel the stand space allocated to the Exhibitor or to cancel the either of the Exhibition for any reason on 30 days written notice to the Exhibitor. Except where such cancellation is as a result of the Exhibitor not paying the Charges due in accordance with paragraph 3 or pursuant to paragraph 22 or as a result of breach by the Exhibitor of any Relevant Legislation and Regulations, of these Terms and Conditions or any other terms of the Contract, the Organiser shall refund within 45 days any Charges already paid by the Exhibitor for the cancelled Exhibition only. The Organiser shall not be responsible for any other costs incurred by the Exhibitor in this event.

#### **18. Postponement or Abandonment**

Except as set out at paragraph 17, the Exhibitor shall not have any claim against the Organisers in respect of any loss or damage incurred by the Exhibitor as a result of the Exhibition failing (for whatever reason) to be held or the Exhibition Venue being or becoming wholly or partially unavailable for the holding of the Exhibition, for whatever reason. If an alternative Venue and/or date for the Exhibition is arranged, the Contract shall remain binding upon the Exhibitor, the terms of which shall be varied only to the extent necessary to reflect the change in the Venue and/or date of the Exhibition.

#### **19. Insurance and Exclusions**

The Exhibitor must, at all times, ensure that it has in place insurance cover for such risks and for such amounts as a reasonable insurance broker advising an Exhibitor would consider prudent (and, where applicable, as set out in the Exhibition Pack). For the avoidance of doubt, the Organisers will not be liable for any loss or damage, howsoever caused, to goods or Promotional Material contained within the Exhibitor's allotted stand space for the duration of the Exhibition.

The Exhibitor is required to provide sufficient evidence, in the sole opinion of the Organisers, that all relevant insurance policies highlighted above have been obtained. In addition, the relevant insurance detail forms contained in the Exhibition Pack should be completed in full and returned to the Organisers by the date specified therein.

#### **20. Assignment**

The Exhibitor is not entitled to assign, sublet or grant licences in respect of the whole or any part of the space allocated to him, or assign or otherwise deal with the rights and obligations hereunder.

#### **21. Indemnity**

Save in the case of death or personal injury caused by the negligence of the Organisers, and except in relation to Indirect Losses (in respect of which the Organiser shall have no liability), the liability of the Organiser under the Contract whether for breach of contract, negligence or otherwise, shall not exceed an amount equal to the total sums paid by the Exhibitor under the Contract. For the purposes of this paragraph, Indirect Losses means any indirect or consequential loss including but not limited to loss of profits, loss of revenue, loss of goodwill, loss of custom, loss of business, and loss of reputation, whether foreseeable or unforeseeable.

The Organisers shall not be liable whatsoever for any Losses (which, for the avoidance of doubt, shall include Indirect Losses) incurred by the Exhibitor caused by any restriction or conditions which prevent or delay the construction, erection, completion, alteration or dismantling of stands or the entry, siting or removal of goods and/or Promotional Materials, or for failure of any services or amenities provided by the Venue owner or other third parties. The Exhibitor shall indemnify and hold harmless the Organisers from and against any and all Losses (which, for the avoidance of doubt, shall include Indirect Losses) incurred by the Organisers as a result of breach by the Exhibitor (or any of its employees, agents or contractors) of Relevant Legislation and Regulations, of these Terms and Conditions, or any other terms of the Contract, or arising as a result of the Exhibitor exhibiting and/or selling and/or distributing any goods, services or materials at the Exhibition.

#### **22. Bankruptcy**

In the event of the Exhibitor becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or Administrative Receiver is appointed in respect of any of its assets then the Organisers reserve the right to terminate the Contract with the Exhibitor with immediate effect, in the event of which the Cancellation Charges shall apply and the Organisers shall be entitled to offer the Exhibition space to any third party.

#### **23. Force Majeure**

The Organisers shall not be liable to the Exhibitor by reason of any cancellation or part time opening of the Exhibition, either as a whole or in part, for any non performance of their obligations under the contract or for any amendments or alterations to all or any of the rules or regulations of the Exhibition contained in the Exhibition Pack or Relevant Legislation and Regulations, in each case to the extent that such occurrence is due to circumstances not within their reasonable control.

#### **24. Signatories**

The person or persons signing the Stand Space Contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim as against the Organisers that such person or persons did not have such authority.

#### **25. Waiver**

The failure of the Organisers at any time to enforce any provision of the Contract shall not affect their right thereafter to require complete performance by the Exhibitor nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or be a waiver of the provision itself.

#### **26. Intellectual Property Rights**

The Exhibitor shall not use, nor acquire, nor seek to acquire by the Contract or any activity under it, nor represent in any way that it is entitled to any rights in or to the Organisers' Intellectual Property which, together with all goodwill attaching thereto, is and shall remain the sole property of the Organisers or the appropriate Group Company as the case may be. The Exhibitor undertakes not to alter, supplement, interfere with or obscure the Organisers' Intellectual Property used in relation to or at the Exhibition. Without prejudice to any other rights which the Organisers or any Group Company might have against the Exhibitor, if, notwithstanding the paragraph above, the Exhibitor does acquire any proprietary rights in or to any of the Organisers' Intellectual Property, then the Exhibitor shall and shall procure that the Exhibitor's personnel (including all employees, consultants, agents and sub-contractors) shall, at the request of the Organisers or any Group Company, as appropriate, but at the Exhibitor's expense, immediately take all necessary steps to assign or procure the assignment of such proprietary rights (including a waiver of moral rights) to the Organisers or any Group Company, as appropriate, or to any nominee of theirs for the sum of £1 (one pound sterling) with full title guarantee. The Exhibitor shall at all times whether during or after termination or expiry of the Contract indemnify and keep indemnified the Organisers, and each Group Company from and against any and all Losses, incurred or suffered by them in relation to any unauthorised use by the Exhibitor or any person acting on its behalf of any of the Organisers' Intellectual Property. Nothing in the Contract is intended to transfer to the Organisers the Intellectual Property Rights of the Exhibitor in existence prior to the commencement of the Contract.

#### **27. Data Protection Legislation**

By entering into the Contract, the Exhibitor agrees that the information provided by it will be held by the Organisers now and in the future who may process such data for marketing purposes. The Exhibitor consents to:

- the Organisers sharing details of the Exhibitor with companies in the same group as the Organisers;
- the Organisers making a search with a credit reference agency, which will keep a record of that search and may share that information with other businesses; and
- the Organisers passing information regarding the Exhibitor to third parties for the purpose of debt collection.

The Exhibitor acknowledges that information disclosed under this paragraph 27 may include 'personal data' (as such term is defined in the Data Protection Legislation). We may take photographs, videos and audio footage of the Event, which may include Exhibitors, and this may be used later in editorial features and/or marketing promotional materials.

#### **28. General**

The Organiser reserves the right, at any time, to make any changes to the terms and conditions or impose any additional regulations which it deems necessary in the best interests of the Exhibition, or which are required to confirm with an applicable legal requirement, legislation or as a result of the act or omission of any third party.

#### **29. Third Parties**

None of these Terms and Conditions are intended to confer a benefit on or be enforceable by any third parties under the Contracts (Rights of Third Parties) Act 1999.

#### **30. Invalidity**

If any provision of these Terms and Conditions is found by any court or other authority to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed

from these Terms and Conditions and shall be of no effect without, so far as possible, modifying any of the other provisions which shall remain in full force and effect.

**31. Governing law and jurisdiction**

This Contract shall, in all respects, be construed and interpreted and shall receive effect in accordance with English law and the parties each submit to the exclusive jurisdiction of the Courts of England.