

SPACE APPLICATION FORM

NAME UNDER WHICH YOU WISH TO EXHIBIT:	
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Correspondence to be addressed to:		Invoice address (if different from correspondence):	
Title:	First name:	Title:	First name:
Last name:		Last name:	
Company name:		Paying company name:	
Address:		Address:	
Post/zip code:		Post/zip code:	
Country:		Country:	
Tel:		Tel:	
Mobile: (for Organiser use only)		Email:	
Email:		Purchase order number (if applicable):	

We enclose our non-refundable deposit of £800.00 plus VAT @ 20% (£960.00), made payable to 'THE COMMERCIAL VEHICLE SHOW LLP' (for which an invoice will be supplied) and agree to pay the balance in accordance with the attached Terms & Conditions. VAT will be charged at the appropriate rate at the time of raising the invoice. For space only stands (over 18sqm) refer to terms and conditions clause 3.3 for minimum stand fitting requirements.

Any Space Application Form not accompanied by a deposit or a purchase order number cannot be processed.

Please indicate your preferred **deposit payment** method by ticking the appropriate box:

(a) Cheques and Bankers Draft should be made payable to **THE COMMERCIAL VEHICLE SHOW LLP** and sent to:- CV Show Accounts, 22 Greencoat Place, London SW1P 1PR

(b) BACS transfer (with a remittance advice sent to the above address) can be made as follows:-

Account Name: The Commercial Vehicle Show LLP **Account No:** 40200662 **Sort Code:** 20 07 71 **Bank:** Barclays Bank plc

Address: 15 Colmore Row, Birmingham, B3 2WN

Swift Code: BARC GB 22

IBAN No: GB33BARC20077140200662

(c) Debit/Credit card payments can be made by telephone using Visa or Master card only to:- CV Show Accounts Team - Tel No: +44 (0)20 7630 2144

HOW WE USE YOUR PERSONAL DATA - Personal Data supplied is subject to the Data Protection Act 1998 and shall be processed in accordance with the attached Terms and Conditions. Additionally, to ensure that you continue to receive relevant information, please indicate your marketing preferences **BY TICKING THE BOXES BELOW.**

The Commercial Vehicle Show LLP would like to share your contact details with its corporate statutory members (The Society of Motor Manufacturers and Traders Limited, IRTE Services Ltd and Road Haulage Association Limited) so that they can contact you about their services and products **PLEASE TICK TO CONFIRM YOUR DETAILS CAN BE USED IN THIS WAY.**

The Commercial Vehicle Show LLP would like to pass your details to carefully selected third parties who may wish to make you aware of their products and services. **PLEASE TICK TO CONFIRM YOUR DETAILS CAN BE USED IN THIS WAY.**

SPACE APPLICATION FORM

Rates for Exhibiting

Space ONLY: (only available 20 sqm or larger)

Standard rate £100.00 per sqm

Member rate* £82.00 per sqm

We wish to apply for the space specified below:

x = sqm

Shell scheme: (Mandatory up to 18 sqm inclusive)

For shell scheme exhibitors only, please see the 'For Exhibitors' section of the Show website www.cvshow.com for details of the three shell scheme options available and make your application by completing the appropriate boxes below.

BASIC Shell

Standard rate £230.00 per sqm

Member rate* £200.00 per sqm

We wish to apply for the space specified below:

x = sqm

PREMIUM Shell: (only available 12 sqm or larger)

Standard rate £300.00 per sqm

Member rate* £260.00 per sqm

We wish to apply for the space specified below:

x = sqm

PREMIUM+ Shell: (only available 15 sqm - 18 sqm)

Standard rate £420.00 per sqm

Member rate* £370.00 per sqm

We wish to apply for the space specified below:

x = sqm

Please tick if your company is a member of SMMT RHA member SOE Corporate Partner **at the time of booking and exhibiting.**

All rates are subject to VAT at appropriate rate ruling at date of invoice.

*Applicable only to members of SMMT or RHA or SOE corporate partners at time of booking and exhibiting.

Please state specific requests eg. Island, corner etc.

If you wish your stand to be positioned in the WORKSHOP zone please tick box

If you wish your stand to be positioned in the COOL zone please tick box

We have read and understood the Show's terms and conditions as detailed on pages 3 and 4 of this agreement or at www.cvshow.com - in particular the Payment and Cancellation provisions at clauses 4, 5 and 6 - and agree to be bound by them and any other Rules & Regulations issued in connection with the show at any time.

PLEASE SIGN AND DATE BELOW

(We cannot process this form without a signature)

Authorised signature:			Company name:
Name (please print)	Title:	First Name:	Last Name:
Position:			
Date:			

When completed, please return to: **THE COMMERCIAL VEHICLE SHOW, 22 Greencoat Place, London SW1P 1PR** or scan and email to david@cvshow.com

1. Interpretation

In this Agreement:

'Applicant' means a firm, company or individual which is a manufacturer, sole distributor, sole concessionaire or wholesaler for the products displayed, a motor factor or a service provider in the automotive industry or, in the case of the Motor Publications sector, the proprietor, publisher and/or bookseller of the titles displayed.
'Cancellation Charge' means the charge payable under clause 6.2 by the Exhibitor in respect of (a) Space cancelled, (b) reduction in Space (ie cancellation of part of Space) or (c) annulment in the circumstances set out in clause 6.1.
'Corporate group of companies' means a company, any other company which is its holding company or subsidiary and any other company which is a subsidiary of that holding company.
'DPA' means the Data Protection Act 1998 and all associated regulations and statutory instruments, all as amended or modified from time to time or as replaced in its entirety by any legislation which replaces any of them.
'Exhibitor' means an Applicant to whom a Stand Allocation has been confirmed.
'Exhibitor Manual' means the manual of rules and regulations issued by the LLP to the Exhibitor.
'Licence' means the Agreement between the LLP and the NEC for hire of halls at the NEC.
'LLP' means The Commercial Vehicle Show Limited Liability Partnership, registered in England and Wales with registered number OC346384 with registered office address at 71 Great Peter Street, London, SW1P 2BN.
'NEC' means the National Exhibition Centre, Birmingham, B40 1NT.
'NEC PL Insurance' means the public liability insurance effected and maintained by the NEC in the joint names of NEC and of the LLP, Exhibitors and each of their sub-contractors of no less than £100,000,000 (one hundred million pounds) in respect of any one occurrence or all occurrences of a series consequent on one original cause.
'NEC Rules and Regulations' means all rules and regulations issued by the NEC which are available on the NEC website at www.nec.co.uk/exhibitors.
'Partner' means any of the statutory designated members of the LLP which are The Society of Motor Manufacturers and Traders Limited, IRTE Services Limited and Road Haulage Association Limited.
'Premises' means Exhibition Halls 4-5 and 3-3a inclusive and surrounding areas at the NEC, Birmingham.
'Personal Data' means personal data as defined in the DPA, including name, address, date of birth, gender, email address, mobile and landline telephone numbers which are supplied to the LLP by an Applicant in respect of any of its employees, contractors or agents.
'Show' means The Commercial Vehicle Show 2019 to be held from 30 April to 2 May inclusive.
'Show Open Period' means 30 April to 2 May 2019 inclusive.
'Show Website' means the website for the Show at www.cvshow.com
'Space Application Form' means the booking form to be completed, signed and returned to the LLP in order to book space.
'Space' means exhibition floor space only or exhibition shell scheme and related floor space at the NEC, allocated to Exhibitors as requested on their Space Application form for the purpose of exhibiting their products at the Show.
'Space Allocation' means Space allocated to the Applicant as confirmed in the Space Allocation Pack.
'Space Allocation Pack' consists of a letter of acceptance, by email or other durable form, regarding the Space requested by the Applicant, together with a floor plan setting out the precise location of the Space.
'Space Application Form' means the official booking form to be completed, signed and returned to the LLP in order to book space to exhibit at the Show.
'Space Charge' means the total charge for Space payable by the Exhibitor.
'Space Invoice' means the invoice issued for the Space by the LLP to the Exhibitor.
'Subscribing Member' means a fully paid up member of at least one of the Partners from the date of application for Space through to the last day of the Show Open Period.
'Terms and Conditions' means these Terms and Conditions, the Space Application Form, the Exhibitor Manual, the NEC Rules and Regulations and any other rules and regulations issued by the LLP from time to time, which together shall constitute the entire agreement between the Applicant and the LLP in relation to the Show.

2 Application for Space

2.1 Application must be made upon the Space Application Form (obtainable from the LLP or from the Show Website) returned to the LLP with the appropriate signature, accompanied, where relevant, by the non-refundable deposit as set out in **Clause 4.3**. All applications are governed by the Terms and Conditions.
 2.2 A binding Contract for Space governed by the Terms and Conditions, between the LLP and the Applicant, shall be formed when the non-refundable deposit or full amount payable (where **Clauses 4.6 to 4.8** apply), has been received or invoiced by the LLP and the LLP has sent the Applicant a written acceptance, by email or other durable form, of the Applicant's completed Space Application Form.
 2.3 The LLP reserves the right to accept or reject any application or proposed exhibit without providing any reason.
 2.4 Subject to **Clause 2.4(d)** below, an application will NOT be accepted from a company, firm or individual who, at the date determined for the receipt of applications, or subsequently, can be seen by the LLP as:-
 (a) being an individual or firm, having had any distress or execution levied upon the property or assets of him or them, or having made or offered to make any arrangement or composition with creditors, or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or being made against him or them, or if a receiver, administrative receiver or receiver and manager is appointed over the individual or firm or the property or assets or any part thereof belonging to the same, or if an administration order is applied for or granted over the assets of the individual or firm;
 (b) being a company, suffers distress or execution, or commits an act of bankruptcy or goes into liquidation (other than voluntary liquidation for the purposes of a bona fide reconstruction or amalgamation) or enters into an arrangement or composition with creditors, or if a receiver, administrative receiver, or receiver and manager is appointed over any part of its business or assets, or a petition for an administration order is presented, or the company ceases or threatens to cease to carry on business
 (c) being a foreign individual, firm or company, in a position that may be or is equivalent to bankruptcy, liquidation, winding up, receivership, administrative receivership or an administration order;
 (d) being a company whose property, assets, business or affairs or any part thereof has had a receiver, administrative receiver, or receiver and manager appointed over the same will require the specific approval of the LLP to participate in the Show in any way or to continue to be considered as a participant, if any of the appointments described herein is subsequent to receipt of an individual acceptance of a Space Application Form by the LLP. Until the relevant company's receiver, administrative receiver or receiver and manager is in actual possession of the LLP's written positive approval to participate, any prior assumed rights to exhibit or take part in the Show in any way are null and void;
 (e) being a company with outstanding debts owed to the LLP in respect of any previous shows save where all outstanding debts and the non-refundable deposit for the current Show are rendered at the time of application; and
 (f) being a company related (whether as a subsidiary, parent or otherwise) to a company with outstanding debts owed to the LLP in respect of any previous shows and where some or all of the directors or managers of the related company are directors or managers of the Applicant company owing such debts, save where all outstanding debts of the related company and the non-refundable deposit for the current Show are submitted at the time of application.

3 Space Allocation

3.1 Subject to the receipt of a completed Space Application and to the acceptance of such by the LLP, a Space Allocation will be made and the Applicant will be sent a Space Allocation Pack.
 3.2 Applicants for 18 sq m or less of Space will be allocated a shell scheme stand.
 3.3 All Space Only stands over 18 square metres, including stands on the perimeter of the halls, must at the Exhibitor's expense, have a minimum standfitting requirement of floor covering to occupy the whole of the stand area and suitable dividing walls between stands, including back walls, both to be a minimum of 2.5m high.
 3.4 If the amount of Space applied for exceeds the amount available for allocation, the LLP will make any restrictions necessary and the Exhibitor agrees that the LLP's decision is final.
 3.5 Any Space becoming vacant for any reason, will be offered to the Applicant with the highest priority requirements in accordance with the objective criteria laid down from time to time by the LLP.
 3.6 A Space Allocation to an Applicant:
 (a) shall not be deemed to confer on such Applicant any further or greater interest in such space than that of a licensee; and
 (b) shall not give the Applicant the right to display on or in association with such allocation any other names or devices other than those permitted.
 3.7 An Exhibitor may not sub-licence, assign or transfer or in any other manner make over to any other Exhibitor or third party the whole or any part of the Space Allocation.
 3.8 The LLP reserves the right to alter the position of stands at any time if it considers it in the best interests of the Show to do so.

4 Charges and Payment

4.1 Subject to the qualifications required of an Applicant in the respective categories, the Space Charge, (excluding VAT), is:

	Space only m ²	Basic Shell Scheme m ²	Premium m ²	Premium Plus m ²
Fully paid up Subscribing Member (Partner Rate)	£82.00	£200.00	£260.00	£370.00
Other Applicants	£100.00	£230.00	£300.00	£420.00

4.2 Unless the LLP is satisfied that an Applicant has paid all outstanding subscriptions in respect of membership of one or more of the Partners, an Applicant shall not be entitled to benefit from the Partner Rate and will be charged at the rate for Other Applicants as set out at clause 4.1 above.

4.3 Applicants, shall, at the same time as submitting the Space Application Form, pay a non-refundable deposit of **£800.00 plus current VAT** rate as security for payment of the Space Charge. The LLP may accept, in its sole discretion, submission of a Space Application Form without the said deposit if the Applicant supplies with the Space Application Form a purchase order for the said deposit and/or (as the LLP deems appropriate) a purchase order for the balance of the Space Charge.
 4.4 The LLP will issue an invoice as follows:-

Date of Issue	Type of Invoice	Payment Due
On Receipt	Deposit Paid	With Application
By 31 October 2018	Balance	30 November 2018;
After 31 October 2018	Full Space Invoice	30 November 2018;
After 30 November 2018	Full Space Invoice	14 days from date of invoice or 10 February 2019 whichever is earlier;
After 10 February 2019	Full Space Invoice	Immediately on demand.

4.5 The LLP reserves the right to deny access to the premises to any Exhibitor or Exhibitor's contractor(s) or agents where any invoices payable including without limitation the Space Invoice are outstanding and further in the event that the LLP exercises discretion in permitting access to any such Exhibitor in these circumstances, the Exhibitor agrees that Clause 10 shall apply.
 4.6 All charges payable and due to the LLP for anything other than Space must be settled by the end of the Open Show Period.
 4.7 The LLP may, without prejudice to its other rights under the Terms and Conditions, charge interest at an annual rate of 4% above the base rate from time to time of Barclays Bank plc, to be calculated on a day to day basis on all unpaid amounts due under the Terms and Conditions which are outstanding for more than 30 days from the date for payment until payment is received in full by the LLP.
 4.8 Clause 4.4 shall not apply to non-European Economic Area (non-EEA) Applicants to whom the LLP shall issue a Space Invoice for the full Space Charge which the non-EEA Applicant must pay within 14 days from the date of the Space Invoice. For applications received from non-EEA Applicants after 10 February 2019, the Space Invoice for the full Space Charge must be settled immediately on demand.

5 How to Pay

Payments can be made either by cheque (cheques not acceptable after Monday 11 March 2019), Bankers Draft, BACS or debit/credit card as follows:-
 (a) Cheques and Bankers Draft should be made payable to **THE COMMERCIAL VEHICLE SHOW LLP** and sent to:-
CV Show Accounts, 22 Greencoat Place, London SW1P 1PR
 (b) BACS transfer (with a remittance advice sent to the above address) can be made as follows:-
 Account Name: **The Commercial Vehicle Show LLP**
 Account No: **40200662**
 Sort Code: **20 07 71**
 Bank: **Barclays Bank plc**
 Address: **15 Colmore Row, Birmingham, B3 2WN**
 Swift Code: **BARC GB 22**
 IBAN No: **GB33BARC20077140200662**
 VAT No: **GB 974711301**
 (c) Debit/Credit card payments can be made by telephone using Visa or Master card (not AMEX) to:-
CV Show Accounts Team - Tel No: +44 (0)20 7630 2144
 (d) Overseas Exhibitors are required to pay UK VAT on any of the costs relevant to their Space and in accordance with current UK VAT legislation.

6 Annulment, Cancellation or Reduction of Allocation

6.1 A contract for Space shall be annulled and a Cancellation Charge as set out in Clause 6.2 will apply:- (a) in the event of failure by an Exhibitor to pay punctually the Space Charge upon the due date; or
 (b) in the event of any of the circumstances set out in Clause 2.4 occurring after the date of application; or
 (c) in the event of an Exhibitor ceasing to hold the qualifications upon the basis of which the application was accepted; or
 (d) if the Exhibitor does not furnish all reasonable proof, when required, and not less than 28 days before the opening, that it will be able to exhibit goods approved by the LLP.
 6.2 An Exhibitor who wishes to cancel Space or reduce Space (ie reducing Space which was originally allocated as per the Space Allocation), must do so in writing and the Exhibitor will be subject to a Cancellation Charge for the cancellation or reduction as follows:
Timing of Cancellation/Reduction:
 Up to 31 Oct 2018
 From 1 November to 31 Dec 2018
Cancellation Charge:
 Deposit (non-refundable)
 Deposit plus 50% of balance of Space Charge/
 50% of balance of part of Space cancelled
 100% of Space Charge/100% of part of Space cancelled
 On or after 1 January 2019
 6.3 An Exhibitor is liable to a Cancellation Charge as set out in **Clause 6.2** calculated on the full amount of Space as allocated as per the Space Allocation in the event that the Exhibitor cancels Space which has already been reduced.
 6.4 An Exhibitor is liable for a Cancellation Charge as set out in this **Clause 6** irrespective of whether the Space for which the Cancellation Charge is payable has been resold to another Applicant.

7 Standfitting Regulations

7.1 The Exhibitor must complete any necessary standfitting works in accordance with the Standfitting Regulations Section and Technical Services Section of the Exhibitor Manual.
 7.2 The Exhibitor shall be liable to the LLP for all costs, charges and expenses incurred relating to the removal of exhibits and/or standfittings where an Exhibitor has failed to remove all such items at the end of the Show.

8 Exhibits and Advertising

8.1 All exhibits shall comply with the Show Rules and Regulations set out within the Exhibitor Manual.
 8.2 The LLP reserves the right, in its absolute discretion, to refuse the display of any exhibit, at any time, without any reason.
 8.3 The LLP reserves the right of access to any part of an Exhibitor's stand during the period of the Licence.
 8.4 The LLP reserves the right to remove from the Show the goods of an Exhibitor who may contravene the Terms and Conditions without refunding any sum paid for Space and no claim shall be made against the LLP or its representatives for damages in respect of any refusal or removal under the provisions of the foregoing.
 8.5 In the event of an Exhibitor breaching any of the Terms of this agreement, the LLP reserves the right to close the Exhibitor's stand and/or seize the Exhibitor's goods either until the breach, if capable of remedy, is remedied to the satisfaction of the LLP or indefinitely, at the complete discretion of the LLP at the Exhibitor's own expense, without prejudice to any other statutory rights.
 8.6 Exhibitors may only exhibit those products carrying their own proprietary brand mark, or other usual means of identification.
 8.7 The use of testing appliances will only be permitted if they demonstrate the performance solely of an Exhibitor's own products. Comparative tests of products, other than those eligible by it, may not be undertaken, and no exhibits, literature, or notices purporting to represent the results of such comparative tests may be displayed or distributed.
 8.8 The Exhibitor shall exercise its best endeavours to ensure that its billboard advertising in or around the NEC does not, nor is likely to undermine, conflict with nor cause confusion with, the Show and the Exhibitor shall have regard to the LLP's view as to whether this is likely to be the case in complying with this clause 8.8.

9 Disputes

Any dispute or difference arising between the LLP and an Exhibitor relating to rights, duties, or obligation of either party (other than in relation to payment of any money), shall be referred to the arbitration of a single arbitrator, who shall, in default of agreement, be nominated by the President of the Law Society and the decision of the said arbitrator shall be final and binding on all parties. Acceptance of these Terms and Conditions shall be deemed to be a submission to arbitration, within the Arbitration Act 1980, or statutory provisions for the time being in force.

10 Exhibits Subject to Lien

In the event of the LLP having an account outstanding or claim pending against an Exhibitor, the LLP shall have the right of lien over property of the company, firm or individual concerned until such account or claim is satisfied.

11 Failure of Services

The LLP will use its best endeavours to ensure the supply of the services of the NEC and of those set out in the Exhibitor Manual. As the supplies of each of the services are not within the control of the LLP, neither it nor the NEC shall incur any liability to an Exhibitor for any loss or damage if any such services shall wholly or partially fail to cease to be available nor shall the Exhibitor be entitled to any allowances in respect of the charges for Space due or paid.

12 Health and Safety

Exhibitors undertake to safeguard insofar as is reasonably practicable the health, safety and welfare of all their employees, agents, contractors, sub-contractors and servants and shall comply with their responsibilities under the Health & Safety at Work Act 1974 and any amendments thereto whilst on the Premises.

13 Insurance

- 13.1 The Exhibitor shall effect and maintain (at its own cost) the following insurances with an insurance company or underwriter of repute:
- (a) employers liability insurance of not less than £5,000,000 (five million pounds);
 - (b) public liability insurance of not less than £10,000,000 (ten million pounds);
- 13.2 Whilst all reasonable steps for the protection of property are taken, including the employment of security officers, the LLP shall not be liable for any loss of, or damage to, Exhibitors' or contractors' property at the NEC. Exhibitors are required to obtain comprehensive insurance cover for their own and all hired property including the stand and private property and all possible claims by third parties. The period of the policy should cover all of the time that any of the property is on the Premises.
- 13.3 The Exhibitor shall complete the relevant section of the Exhibitor Manual and provide all necessary information requested in the Exhibitor Manual prior to the Show.
- 13.4 The Exhibitor shall, at the request of the LLP produce before the Show a certificate of insurance for inspection by the LLP in respect of all insurances required by these Terms and Conditions.

14 Bye-Laws

The Exhibitor is generally further subject to the Bye-Laws and Rules and Regulations for the time being applying to the Premises. The Exhibitor is also subject to the terms and conditions of the Licence where relevant.

15 Liability for Loss or Damage and Indemnity

- 15.1 The LLP shall not be responsible for death or personal injury to the Exhibitor or any of its agents, contractors, sub-contractors, servants or employees save in the case of the LLP's negligence.
- 15.2 All exhibits, fittings and all other items brought into the Premises by the Exhibitor or by its agents, contractors, sub-contractors, servants or employees shall be at the sole risk of the Exhibitor. The LLP will not be responsible for any loss or damage occurring to any exhibit or any property of the Exhibitor from any cause whatsoever. Exhibitors are advised to insure their exhibits against loss or damage, including risk of fire.
- 15.3 The Exhibitor is responsible for and will indemnify and keep indemnified the LLP against death, all injury, reasonable loss or damage arising in connection with the erection, use and dismantling of the stand and anything done on or from the stand or from an outside demonstration area (including in respect of moving exhibits and vehicle demonstrations) caused directly or indirectly by the Exhibitor or any of the agents, contractors, sub-contractors, servants or employees of the Exhibitor or by any visitor to the stand or by any exhibit or machinery or other item belonging to or introduced by any such person.
- 15.4 The Exhibitor shall indemnify and keep indemnified the LLP against all reasonable loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:-
- (a) any breach by the Exhibitor of any of these Terms and Conditions; or
 - (b) any loss suffered by the LLP as a result of default or negligence of the Exhibitor or any of its agents, contractors, sub-contractors, servants or employees; or
 - (c) any liability to or claim by any third party (including the agents, contractors, sub-contractors, servants or employees of the Exhibitor) for any breach by the Exhibitor of these Terms and Conditions or for any default or negligence of the Exhibitor or any of its agents, contractors, sub-contractors, servants or employees; or
 - (d) any liability to or claim by the NEC in respect of all amounts paid or payable by NEC in respect of any applicable deductible under the NEC PL Insurance, where the Exhibitor causes or contributes to the occurrence giving rise to any claim relating to the NEC PL Insurance, such amount to be limited to £100,000.00 (one hundred thousand pounds) for any such claim;
- 15.5 The Exhibitor must make good at its own expense damage done by it or any of its agents, contractors, sub-contractors, servants or employees whether to the Premises, or properties of the LLP or their contractors or properties of other Exhibitors.

16 Abandonment or Closure

In the event of circumstances arising which in the opinion of the LLP make it necessary to abandon or close the Show, the following provisions shall apply:-

- 16.1 The LLP shall forthwith give notice of such abandonment or closure to each Exhibitor.
- 16.2 Where the Show is abandoned, the LLP shall be entitled to be paid a percentage by the Exhibitor to be determined by the LLP of the space charge payable under Clause 4 sufficient to reimburse the LLP for all expenses paid or payable by the LLP in connection with the Show PROVIDED ALWAYS that in determining the percentage payable hereunder the LLP shall not be entitled to payment in respect of:
- (a) any expenses that cease to be payable in consequence of such abandonment or closure; or
 - (b) any sums received by the LLP in respect of the expenses paid or payable by the LLP in connection with the Show under any policy of insurance for the time being in force under which the LLP is entitled to payment in respect of any such expenses in the event of such abandonment or closure or the circumstances giving rise to it.
- 16.3 Where the Show opens to visitors on some but not all of the dates and does not open to visitors on any one or more of such dates, the LLP shall be entitled to be paid the space charge payable under Clause 4 BUT any profit accruing to the LLP from the Show shall be applied in refunding to each Exhibitor a percentage to be determined by the LLP of the said space charge PROVIDED ALWAYS that the percentage of the space charge returnable hereunder shall in no case exceed the proportion of the total space charge (apportioned over the Show open period) payable in respect of the dates on which the Show failed to open.
- 16.4 The Exhibitor, whether or not it shall have given notice of its desire that the allotment made to it shall be annulled, shall indemnify the LLP in respect of all reasonable expenses which the LLP shall have incurred on behalf of the Exhibitor or for which the LLP shall have become liable on the Exhibitor's behalf under any of these Terms and Conditions and in particular under Clause 4 and the Exhibitor shall refund to the LLP the amount of such expenses so soon as the same shall have been ascertained.
- 16.5 In satisfaction or part satisfaction of any monies payable to the LLP under Clauses 16.2, 16.3 and 16.4 or any of them, the LLP shall be entitled to appropriate up to the amount of such monies any sum or sums which may have been paid by the Exhibitor on account of the said space charge and shall refund to it the balance of any of the said sum or sums.
- 16.6 The LLP shall be under no liability whatsoever to any Exhibitor in respect of any loss, damages or expenses sustained or incurred by the Exhibitor in consequence of the abandonment or closure of the Show as aforesaid or otherwise.

17 Qualification of Applicants

- 17.1 The LLP reserves the right to define the qualifications of a manufacturer, sole distributor, sole concessionaire, or motor factor wherever those terms are used in these Terms and Conditions.
- 17.2 Applicants may be required, at any time, to furnish proof to the satisfaction of the LLP of their qualification. Failing such proof, any acceptance of an application or allotment of space may be annulled. In the case of an Exhibitor of motoring publications, Applicants must be the proprietor, publisher and/or bookseller of the titles displayed.
- 17.3 The LLP reserves the right to waive all or any of the foregoing, so that applications from those not fully qualified, may display goods of novelty merit or special interest or concern to the objects of the Show.

18 Collection, Use and Sharing of Personal Data

- 18.1 The LLP, as data controller (as defined in the DPA) may collect Personal Data on the Space Application Form and other Show related documentation relating to the Applicant's request to exhibit at the Show.
- 18.2 The Applicant agrees that Personal Data may be used by the LLP and/or its contractors or agents to process an Applicant's registration or request and in order to deliver the services specified by the Applicant.
- 18.3 The Applicant shall ensure that it obtains all necessary consents in compliance with the DPA (including any consents from its contractors or agents), in providing Personal Data to the LLP.
- 18.4 Personal Data will only be held by the LLP for as long as it is necessary to complete these activities and will not be passed to anyone outside of the LLP, and/or subcontractors without first obtaining the Applicant's consent.

Marketing and Consent

- 18.5 During the registration process or at any point where Personal Data is collected by the LLP, an Applicant may be asked to indicate their preference regarding the LLP sending them information about other LLP and/ its contractors' or agents' products or services.
- 18.6 An Applicant will only be sent information if they have given their consent to receive it and if having given their consent they later change their mind an Applicant may amend their preferences by contacting the LLP.

Show Advertising

18.7 Unless an Applicant indicates otherwise, Personal Data on any official form supplied by the LLP, including the Web Consent Form may be displayed in the List of Exhibitors pages on the Show Website and in other forms of media and advertising used to promote the Show and the Exhibitors who have agreed to participate.

Sharing Personal Data with Third Parties

- 18.8 In certain special cases, for example where the LLP has reason to believe that disclosing Personal Data is necessary to identify, contact or bring legal action against someone who may be causing injury or interfering with the rights, property or operations of an Applicant, or otherwise injuring or interfering with the LLP's rights, property or operations, or anyone else who could be harmed by such activities, Personal Data may be disclosed to the proper authorities.
- 18.9 The LLP may also disclose Personal Data when it believes the law requires it, or in response to any demand by law enforcement authorities in connection with a criminal investigation, or civil or administrative authorities in connection with a pending civil case or administrative investigation.
- 18.10 Other than as set out in these Terms and Conditions, the LLP does not share Personal Data with third parties unless the Applicant has provided consent on the Space Application Form or upon separate request from the LLP.
- 18.11 The LLP reserves the right to aggregate personal data collected during the process described above together with other information which may be provided by an Applicant to the LLP, the Partners and/or the LLP's contractors or agents during the Show for statistical analysis purposes and to improve and understand how Exhibitors at and visitors to the Show use the LLP services or the services of any of the Partners. No Personal Data will be disclosed in this process.

Transfer of Personal Data Abroad

18.12 The LLP does not transfer data outside of the European Economic Area.

Obtaining a Copy of Your Personal Data

- 18.13 An Exhibitor may, at any time, submit a written request, together with payment of the requisite fee, to the LLP for a copy of the personal data held about them. For further information please write to the Data Protection Officer, The Commercial Vehicle Show LLP, 71 Great Peter Street, London SW1P 2BN.

19. Compliance with relevant legal, procedural and policy requirements

- 19.1 The Exhibitor shall:
- (a) comply with (i) all applicable laws, regulations, guidance and sanctions relating to data protection, anti-trust, anti-bribery and anti-corruption including but not limited to the DPA, Competition Act 1998, Enterprise Act 2002 and Bribery Act 2010, all as amended or modified from time to time or as replaced in their entirety by any legislation which replaces any of them and (ii) all policies and procedures issued by the LLP in respect of the Applicant's involvement in any of the LLP's activities and events, (together, "Relevant Requirements");
 - (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, to ensure compliance with the Relevant Requirements.
 - (c) ensure that all employees, contractors and agents who are performing services, providing goods or representing the Applicant in dealings with the LLP comply with this clause 19.
- 19.2 The Applicant shall indemnify the LLP for any loss that the LLP suffers as a result of the Applicant's breach of this clause 19.

20 Termination for Breach of Contract

- 20.1 In the event of an Exhibitor infringing any of the Terms and Conditions, the LLP reserves the right to cancel the Exhibitor's contract for Space without any liability attached to the LLP or its representatives in any way whatsoever.
- 20.2 If a party commits a material breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy such breach within 28 days of being required by the other party in writing to do so, the injured party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party and without prejudice to any rights of the parties accrued to the date of the determination of the Contract.

21 Termination Due to Insolvency

- 21.1 The Exhibitor shall notify the LLP in writing immediately if the Exhibitor passes a resolution to wind-up or the court makes an administration order or a winding-up order, or the Exhibitor makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 21.2 On receipt of the notice under paragraph (a) above or earlier discovery by the LLP of the occurrence of any of the events described in that paragraph, the LLP may, by notice in writing to the Exhibitor, summarily terminate the Contract without compensation to the Exhibitor and without any prejudice to any right of action or remedy which may accrue to the LLP thereafter.

22 Force Majeure

If the performance of this Agreement or any obligation under it is prevented, restricted or interfered with by reason of force majeure, including (but not limited to) war, insurrection or riots, fire, tempest, floods, storm, Acts of God or other natural causes, explosion or any other circumstances beyond the reasonable control of the party obliged to perform it, the party so affected, upon giving prompt notice to the other party, shall be excused from performance to the extent of the prevention, restriction or interference but the party so affected shall use all reasonable endeavours to avoid or remove such causes of non-performance and shall continue performance under the Agreement with the utmost despatch whenever such causes are removed or diminished.

23 The Contracts (Rights of Third Parties) Act 1999

With the exception of the NEC, a Person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any rights or remedy of a third party which exists or is available apart from that Act.

24 Entire Agreement

- 24.1 The Space Application Form, these Terms and Conditions (and any amendment thereto announced on the Show Website relating to the Space Charge under clause 4.1), the Exhibitor Manual and the NEC Rules and Regulations shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Contract and the Applicant hereto acknowledges that in entering into this Contract it has not relied on any representations or warranties other than as expressly set out in the Space Application Form, these Terms and Conditions (and any amendment thereto announced on the Show Website relating to charges for Space under clause 4.1), the Exhibitor Manual and the NEC Rules and Regulations and any other said warranties or representations (whether express or implied) are hereby excluded.
- 24.2 If any point should arise which is not specifically covered in the by the Agreement, the LLP shall have the right to make an immediate ruling and all Exhibitors will be bound by such ruling.

25 Amendments and Variations

Save in respect of the Space Charge under clause 4.1, no amendment or variation in the terms of the Contract for Space will be valid unless previously agreed in writing between the LLP and the Exhibitor.

26 Notices

- 26.1 Any notice given under or in connection with the Terms and Conditions shall be in writing and may be sent:
- (a) by email to the following email address:
 - (i) the LLP: sales@cvsshow.com (ii) the Applicant: the email address supplied on the Space Application Form; or
 - such other email address as is notified to the other party from time to time provided that a confirmation copy of the notice with transmission record is sent to the recipient by recorded first class post or
 - (b) by personal delivery or recorded first class post to the other party's registered office address.
- 26.2 Every such notice shall be deemed to have been received if served by hand, on signature of a delivery receipt, if delivered by recorded first class post, at 10am on the second business day after posting, or if sent by email, at 10am on the next business day following transmission.

27 Severability

In the event that any of the Terms and Conditions, in whole or in part, shall be determined invalid, unlawful or unenforceable to any extent, such Term, Condition or provision shall be severed from the remaining Terms and Conditions which shall continue to be valid to the fullest extent permitted by law.

28 Governing Law and Jurisdiction

The agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.