

FHC Shanghai 2024 – Northern Powerhouse

To: [REDACTED]

Quote Ref: [REDACTED] Contact: [REDACTED]

Reference	Item		
	UK Pavilion - Space & Shell Scheme package		
	FHC Exhibitor fee – compulsory charge by Informa Markets		
	UK Group management fee – FDEA member rate		
	Includes provision for 1 person to attend the China Market Briefing on Sunday 10 November, and 1 person to attend the Retail Store Tour on Monday 11 November (approx. timing 9am-1pm)		
	Sub-total		
	Full graphics to 2 x 2.5m side walls back wall – seamless printing onto foamboard		
	4 x 1.0m x 0.7m plain colour back wall graphics above shelving		
	3 x 1.0m x 0.5m lockable counters		
	6 x 1.0m white shelves		
	1 x 0.5m x 2m lockable glass display cabinet with 3-4 shelves, to display high value alcoholic drinks products		
	2 x bar tables		
	6 x bar stools		
	1.0m x 0.5m Reception counter with graphic to front		
	Power socket for laptops/phone charging and fridge located at reception counter		
	Small under-counter fridge		
	Sub-total		
	Total		£14,813.75

UK VAT applicable on management fee only

All business is transacted in accordance with out terms and conditions of sale attached to this document.
Acceptance of above quote

This is not an invoice.

[REDACTED]

Date: 13/8/2024



PS8 Ltd Terms & Conditions of Sale

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY)

1. It shall be the responsibility of the Exhibitor at any show, exhibition or display, stand or other similar event, to ensure that: all products comply with all relevant Acts of Parliament, Orders, Regulations or codes of practice relating to quantity, quality, description, safety or price; all products are displayed in a controlled way that ensures compliance with all applicable laws, including health and safety laws, requirements of the local Environmental Health department or conditions or rules of the organiser of the event; and **the Exhibitor must demonstrate that they are selling products originating substantially in the UK, or are adding significant value to a product of non-UK origin.**
2. PS8 Ltd shall supply the services set out in the quotation (the "Services") to the Exhibitor in accordance with the quotation in all material respects. PS8 Ltd shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. PS8 Ltd reserves the right to amend the quotation if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and PS8 Ltd shall notify the Exhibitor in any such event. PS8 Ltd warrants to the Exhibitor that the Services will be provided using reasonable care and skill.
3. In addition to these terms and conditions, the Exhibitor is additionally bound by the organiser of the event's terms and conditions of participation, which have been made available to the Exhibitor. The Exhibitor shall ensure that any information it provides is complete and accurate; co-operate with PS8 Ltd in all matters relating to the Services; provide PS8 Ltd with such information, materials and access as PS8 Ltd may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
4. Space allocated to the Exhibitor may not be assigned or sub-let to any other company or organisation without the prior written permission of PS8 Ltd.
5. **PS8 Ltd will book space based on the total number of square metres requested by the Exhibitor. Space will then be broken down into individual stands and allocated to each Exhibitor. PS8 Ltd will use all reasonable endeavours to allocate space as close as possible to the size, shape and location applied for by the Exhibitor, but cannot guarantee it will be able to accommodate such requests. The Exhibitor will be invoiced on the actual stand size and space allocated to it.**
6. Where a company applies for a Department for International Trade (DIT) Tradeshow Access Programme grant (TAP) and it is not possible to confirm support in advance of contracting for payments, or in instances where an exhibitor may have DIT support withdrawn or refused after PS8 Ltd has contracted for stand space and/or construction on behalf of the Exhibitor, the Exhibitor will remain liable to pay for the full cost of the stand it has been allocated.
7. Exhibitors taking advantage of any initiative coordinated by PS8 Ltd undertake to indemnify PS8 Ltd and its employees in relation to any action against it arising due to negligence or breach of contract on the part of the Exhibitor, or the Exhibitor's servants or agents.
8. The Exhibitor is required to have property and public liability insurance in amounts sufficient to cover any losses or liabilities the Exhibitor may incur in connection with the show, including without limitation, due to damage or loss to property owned or hired by the Exhibitor, personal injury, and third party injury. The Exhibitor is required to supply PS8 Ltd with a copy of its insurance certificates in advance of the show.
9. All property of the Exhibitor is understood to remain in the Exhibitor's possession, custody and control in transit to, from, or within the confines of the exhibit hall, and is subject to the rules and regulations of the show.
10. The Exhibitor indemnifies PS8 Ltd against the cost of any damage caused by the Exhibitor, or the Exhibitor's servants or agents, to the premises. The Exhibitor further indemnifies PS8 Ltd against the cost of repairing any damage which may occur to the Exhibitors' Stand, except insofar as that damage is caused by PS8 Ltd, or its servants or agents.
11. **THE EXHIBITOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.** Except in respect of any personal injury or death caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) for which PS8 Ltd may be liable at law, PS8 Ltd's total liability to the Exhibitor in respect of any liability in contract, tort (including negligence), breach of statutory duty, or



otherwise, arising under or in connection with the Contract, shall not in any circumstances exceed the total amount of any payment received by PS8 Ltd from the Exhibitor in the previous 12 months from the date when the breach(es) occurred. The Exhibitor is responsible for making its own arrangements for the insurance of any excess loss. With regard to this clause, the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss. This clause shall survive termination of the Contract.

12. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
13. Payments must be made according to the payment terms detailed in the PS8 recruitment documentation. The Exhibitor is liable for the full cost of participation upon receipt by PS8 Ltd of the completed PS8 application form to exhibit. The first payment is payable on application. Time for payment shall be of the essence of the Contract and all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Any Exhibitor cancelling their participation will be liable for the full cost of its stand space and associated services unless a replacement company can be found. Any other charges incurred on its behalf will be charged at cost. An additional fixed charge of £750 will be levied on all cancellations.
14. The Exhibitor will not be permitted to exhibit unless full payment has been made of all outstanding invoices. Where the Exhibitor has not made full payment by the start of the construction period, the performance of the services set out in PS8 Ltd's quotation will not commence. If PS8 Ltd's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Exhibitor or failure by the Exhibitor to perform any relevant obligation ("Exhibitor Default"), without limiting or affecting any other right or remedy available to it, PS8 Ltd shall have the right to suspend performance of the Services until the Exhibitor remedies the Exhibitor Default, and to rely on the Exhibitor Default to relieve it from the performance of any of its obligations in each case to the extent the Exhibitor Default prevents or delays PS8 Ltd's performance of any of its obligations; PS8 Ltd shall not be liable for any costs or losses sustained or incurred by the Exhibitor arising directly or indirectly from PS8 Ltd's failure or delay to perform any of its obligations as set out in this clause; and the Exhibitor shall reimburse PS8 Ltd on written demand for any costs or losses sustained or incurred arising directly or indirectly from the Exhibitor Default.
15. PS8 Ltd reserve the right to use any credit in the Exhibitor's account, including any Department for International Trade (DIT) grant for this show, to clear any outstanding debts for eligible charges relating to this show.
16. Both parties will comply with all applicable requirements of all relevant Data Protection legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to PS8 Ltd) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
 - a. The parties acknowledge that for the purposes of the Data Protection Legislation, the Exhibitor is the controller and PS8 Ltd is the processor.
 - b. The Exhibitor will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to PS8 Ltd for the duration and purposes of the Contract.
 - c. PS8 Ltd shall, in relation to any personal data processed in connection with its performance of its obligations under the Contract:
 - i. process that personal data only on the documented written instructions of the Exhibitor unless PS8 Ltd is required by Applicable Laws to otherwise process that personal data. Where PS8 Ltd is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PS8 Ltd shall promptly notify the Exhibitor of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PS8 Ltd from so notifying the Exhibitor;
 - ii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Exhibitor, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- . ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- i. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Exhibitor has been obtained and the following conditions are fulfilled:
 - 1. the Exhibitor or PS8 Ltd has provided appropriate safeguards in relation to the transfer;
 - 2. the data subject has enforceable rights and effective legal remedies;
 - 3. PS8 Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 4. PS8 Ltd complies with reasonable instructions notified to it in advance by the Exhibitor with respect to the processing of the personal data;
- d. assist the Exhibitor, at the Exhibitor's cost, 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;
- e. notify the Exhibitor without undue delay on becoming aware of a personal data breach;
- f. at the written direction of the Exhibitor, delete or return personal data and copies thereof to the Exhibitor on termination of the agreement unless required by Applicable Law to store the personal data; and
- g. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Exhibitor or the Exhibitor's designated auditor and immediately inform the Exhibitor if, in the opinion of PS8 Ltd, an instruction infringes the Data Protection Legislation.

17. Force Majeure – Neither party shall be liable for any failure or delay in performance of this contract which is caused by circumstances beyond the reasonable control of the parties (a "force majeure" event, which includes, without limitation, acts of God, fire, explosion, accident, flood, natural disasters, epidemic or pandemic, war, riots, imposition of sanctions, embargo, breaking off of diplomatic relations, or any law or action taken by a government or public authority). Where a force majeure event occurs, the obligations of both parties shall be suspended for so long as the force majeure event continues; however, the Exhibitor shall continue to observe the provisions of any conditions or rules of the organiser of the event so far as possible where the Exhibition has already commenced. PS8 Ltd shall not reimburse to the Exhibitor any payments made if a force majeure event occurs.

18. In the event of the organiser of the show cancelling the show, PS8 Ltd will pay the Exhibitor any refunds received in respect of the space allocated to the Exhibitor. In the event of the organiser of the show postponing the show, the works will be carried out at the rearranged times and the Exhibitor will be responsible for any additional costs incurred by PS8 Ltd as a result of the delay. In the event of the show being cancelled or postponed, the Exhibitor will otherwise remain fully liable to PS8 Ltd for all amounts contained in PS8 Ltd's quotations or invoices.

19. Termination for Breach - Without prejudice to any other right or remedy it may have, PS8 Ltd may suspend the performance of the Services or terminate this Contract at any time by notice to the Exhibitor if the Exhibitor: fails to make payment in accordance with clause 13, and the failure to make payment is not remedied within 7 days of the Exhibitor receiving notice requiring payment; is in breach of the terms of this Contract (including any conditions or rules of the organiser of the event) and the breach is incapable of remedy within a reasonable time or, in the case of a breach capable of remedy within a reasonable time, the breach is not remedied within a reasonable time of PS8 Ltd giving the Exhibitor notice specifying the breach and requiring it to be remedied; takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or if the Exhibitor's financial position deteriorates to such an extent that in PS8 Ltd's opinion the Exhibitor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy. Upon termination of the Contract, any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

20. The parties acknowledge that what constitutes a reasonable time will depend on the facts including the effect that the breach has upon the PS8 Ltd and upon other Exhibitors; it may, depending on the circumstances, be reasonable for the PS8 Ltd to require the immediate remedy of the breach.

21. PS8 Ltd has given commitments as to compliance of the Services with relevant specifications in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

22. PS8 Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.



- 23.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 24.** Except as set out in these conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 25.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 26.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 27.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 28.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 29.** **By submitting the application to exhibit to PS8 Ltd, the Exhibitor agrees to be bound by these terms and conditions, and on which date, the Contract shall come into existence. These terms and conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.**