

Department for Science Innovation and Technology
100 Parliament Street
London
SW1A 2BQ
United Kingdom

FAO – Robert Ware

Event Name: International Cyber Expo

Event Date: 24-25 September 2024

Account Number: DEP19078

Location/Stand: DSIT Pavilion

Item Code	Item Description	Unit Price	Qty	Item Total
SPON0010	Sponsorship (Tech Hub Stage Session)	£2,799.00	2.00	£5,598.00
PAV0022	DSIT Pavilion Pod	£1,265.00	8.00	£10,120.00
CON0001	Contribution	£650.00	1.00	£650.00

Stand Dimensions: Width = m, Depth = m	Net Total	£16,368.00
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Payment Terms

All fees payable will be invoiced as follows, with the exception of the Insurance Participation Charge and Data and Marketing Package, which will be invoiced in full, on your first instalment:

- 35% will be invoiced on contract signing and due for payment 30 days later
- 35% will be invoiced on 24 January 2024 and due for payment 30 days later
- 30% will be invoiced on 27 May 2024 and due for payment 30 days later

Value Added Tax. All payments referred to in the Contract are exclusive of Value Added Tax and the customer agrees to pay Value Added Tax properly payable with respect to such payments on receipt of the appropriate Value Added Tax invoice.

CANCELLATION CHARGE

- From time of booking until 24 January 2024 – 35% of total charge
- After 24 January 2024 but on or before 27 May 2024 – 70% of total charge
- After 27 May 2024 – 100% of total charge

Exhibitor Insurance Participation cover:

To comply with this Agreement and to protect you, your fellow exhibitors and our visitors, insurance cover, has been arranged on your behalf as a participating Exhibitor under our Organiser Insurance policy in return for payment by you of a fee (the “Insurance Participation” fee). By providing satisfactory evidence of adequate alternative Minimum Cover in respect of Public Liability in accordance with this Agreement, you will be entitled to a credit in respect of the Insurance Participation fee. “Organiser Insurance” and “Minimum Cover” have the meanings set out in the Exhibitor Terms and Conditions.

AGREEMENT

“On behalf of the Exhibitor, I confirm that I have read, understood and agree to be bound by this Agreement (comprising this Booking Form and the attached Exhibitor Terms and Conditions); and I am authorised to sign this Agreement on behalf of the Exhibitor.”

SIGNATURE..... POSITION.....

NAME..... DATE.....

Countersignature		
Nineteen Group Account Manager	Sign -	Date –

EXHIBITOR TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meaning:

- 1.1. **"Additional Regulations"** means the regulations issued by the Hall Owner in relation to exhibitions mounted at the Halls.
- 1.2. **"Agreement"** means the Booking Form and these terms and conditions ("**Terms and Conditions**").
- 1.3. **"Booking Form"** means the signed booking form for the Exhibition attached to these Terms and Conditions.
- 1.4. **"Breakdown Period"** means the period for removal of all Exhibits and Stands from the Halls as set out in the Organiser Regulations.
- 1.5. **"Build up Period"** means the period for the installation of all Exhibits and Stands at the Halls, as set out in the Organiser Regulations.
- 1.6. **"Cancellation Charges"** means the cancellation charges payable by you as set out in the Booking Form.
- 1.7. **"Confidential Information"** means (i) this Agreement; (ii) all technical, operational, financial and other information relating to the Organiser, its group companies and/or the Exhibition; and (iii) any other information or data in any form that is marked as confidential or would reasonably be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by you, is rightfully given to you by a third party without confidentiality obligations, or becomes public through no fault of yours.
- 1.8. **"Effective Date"** means the date on which the Booking Form has been signed by the Organiser and the Exhibitor.
- 1.9. **"Exhibits"** means the items to be displayed by you within the Space as may be detailed in the Booking Form.
- 1.10. **"Exhibition"** means the exhibition taking place on the dates and times as stated on the Booking Form.
- 1.11. **"Exhibitor"** or **"you"** mean the person or entity set out on the Booking Form to whom Space has been allotted.
- 1.12. **"Exhibitor Marks"** means your logo and word marks supplied to us pursuant this Agreement.
- 1.13. **"Fees"** means the fees payable to us by you as set out in the Booking Form.
- 1.14. **"Force Majeure Event"** means an event or series of connected events outside of our reasonable control and/or the reasonable control of our sub-contractors and/or suppliers as applicable (including, without limitation, pandemic, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or extreme adverse weather conditions).
- 1.15. **"Halls"** means the Exhibition halls in which the Exhibition shall take place.
- 1.16. **"Intellectual Property Rights"** means intellectual property and related rights including, without limitation, trade marks, copyright, design rights, know-how, confidential information and goodwill existing now or in the future anywhere in the world and whether registered or not.
- 1.17. **"Insurance Participation Fee"** has the meaning set out in the Booking Form.
- 1.18. **"Minimum Cover"** has the meaning set out in Clause 10.1;
- 1.19. **"Organiser"** or **"we"** means Nineteen Events Group Limited, a company registered in England with company number 07664714 and its registered address at Central House, 1 Alwyne Road, Wimbledon, London, SW19 7AB and its affiliates.
- 1.20. **"Organiser Insurance"** means any insurance arranged by the Organiser for the benefit of the Exhibitor, as set out and purchased by the Exhibitor in accordance with the Booking Form.
- 1.21. **"Organiser Marks"** means any logo or word marks owned by us and used in connection with the Exhibition.
- 1.22. **"Organiser Regulations"** means such additional rules and regulations in respect of the operation of the Exhibition, including but not limited to those set out in any exhibitor manual provided to you by us in advance of the Exhibition.
- 1.23. **"Owner"** means the proprietor of the Halls, together with its agents, employees and contractors.
- 1.24. **"Shell Scheme"** means that part of the Stand to be constructed by the appointed contractors and conforming with the specifications for its type specified in the appropriate brochure.
- 1.25. **"Space"** means the area at the Exhibition allotted to you by us.
- 1.26. **"Stand"** means all erections on the Space.
- 1.27. **"Venue"** means the venue in which the Halls are located, as specified in the Booking Form.
- 1.28. In light of the meanings given above to **"we"** and **"you"**, references to **"us"**, **"our"** and **"your"** shall be construed accordingly.

2. APPLICATION FOR SPACE

We reserve the right to accept or reject any application for Space from any potential Exhibitor in its sole discretion. Until the completed space application form has been received and accepted by us, we have the right without giving notice to you to reallocate the stand space to another exhibitor and the booking will be null and void. Upon acceptance of the space application form by us, there shall be a contract between you and us to which these terms & conditions shall apply.

3. OCCUPATION OF STAND

Subject to clause 8 (Rights of the Organiser), you shall be permitted to occupy the Space for the purpose of displaying Exhibits and other articles, items and materials within the scope of the Exhibition for the duration of the Exhibition. You shall install your Exhibits, articles, items, materials and Stands during the Build up Period and remove your Exhibits, articles, items, materials and Stands during the Break down Period. The Organiser and the Hall Owner shall be permitted to have access to the Stand at all times.

4. PAYMENT

In consideration for the provision of Space, any Shell Scheme or other associated services from or arranged by us, you shall pay us the Fees.. Unless otherwise agreed by us in writing, all sums due to us from you shall be paid within 30 days of the date of our invoice, to the account specified on the Booking Form. We reserve the right to refuse you entry to the Exhibition until we have received cleared funds of all payments due from you (including any applicable interest). Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) you shall pay to us in addition. All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom. If there is any payment still due to us less than fourteen days before the opening of the Exhibition, you shall pay us by bank transfer or credit card. We reserve the right to refuse cheque payments. You shall not be entitled to withhold any payment in whole or in part on the ground that you have a claim, counterclaim or set-off against us.

5. CANCELLATION BY EXHIBITOR

- 5.1. If you wish to cancel your Space booking and terminate this Agreement, you must send us written notice of cancellation by recorded delivery post to our address specified on the Booking Form.
- 5.2. In the event that you:
 - (a) request to cancel your Space booking, in accordance with clause 5.1; or
 - (b) fail to meet your payment obligations (whether as to the amounts due or dates of payment); or
 - (c) fail to occupy the Space allotted to you by the opening time on the first day of the Exhibition;
- 5.3. We reserve the right to treat the allocation of Space to you as being cancelled, to apply the Cancellation Charges (which shall be payable by you in accordance with the Booking Form), and to re-allocate the Space to another Exhibitor.

6. REDUCTION OF SPACE

If you wish to request the reduction of your Space after entry into this Agreement, you must send such request in writing by recorded delivery post to our address specified on the Booking Form ("**a Reduction Request**"). We shall not be obliged to accept the Reduction Request. If we accept the Reduction Request, we reserve the right to apply the scale of Cancellation Charges according to the amount by which the original Space area is reduced. For the

avoidance of doubt, we may re-sell or re-allocate the vacant space in our sole discretion.

7. OBLIGATIONS OF THE EXHIBITOR

- 7.1. In entering into the Agreement, you warrant to us that no Exhibits or materials relating to your Exhibits (including, but not limited to, materials promoting your attendance at the Exhibition) shall:
 - (a) be inaccurate, obscene, defamatory or disreputable;
 - (b) infringe the rights of any third party;
 - (c) otherwise be unlawful; or
 - (d) be detrimental to us, the Exhibition, to other exhibitors at the Exhibition or to our general commercial interests.
- 7.2. You shall provide us with (i) samples of the Exhibitor Marks in a suitable format; and (ii) the materials and information necessary to populate your promotional listing for the Exhibition within five days of entry into this Agreement (or within one day where this Agreement is entered into less than ten days before the start of the Exhibition). Any materials and information provided to us in accordance with this Clause 7.2 shall be subject to our approval and editorial discretion (which we may exercise at any time to remove or delete content).
- 7.3. You warrant that your Stand will be:
 - (a) manned by at least one member of your staff at all times during the opening hours of the Exhibition; and
 - (b) left in good order and in a safe and clean condition at the end of the Exhibition in accordance with the Organiser Regulations; failing which we may in our discretion carry out these obligations ourselves and retain or dispose of any items remaining at the Stand in each case at your cost.
- 7.4. You warrant that you will comply with (and shall procure that your employees shall comply with): (i) all relevant laws and regulations relating to your attendance at the Exhibition; and (ii) any further specific rules which apply to the Venue at which the Exhibition is being held, including but not limited to the Additional Regulations and Organiser Regulations.

8. RIGHTS OF THE ORGANISER

- 8.1. We shall be entitled to:
 - (a) allocate to you a space other than the Space for which you applied;
 - (b) change the Space or Stand allocated to you at any time before you take possession of the Space and Stand in our absolute discretion, provided that if such changed area of Space or Stand is smaller than the area specified in the Booking Form we shall refund to you a pro-rata amount in respect of the area reduced;
 - (c) alter the position or layout of the Exhibition, features, catering areas and any stands including the Stand and Space;
 - (d) refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in our opinion is likely to be undesirable and we may exercise such rights notwithstanding that any person is your employee, agent or otherwise in any way connected or associated with you;
 - (e) remove from the Stand or the Hall, at your risk and expense any Exhibit, fitting or machinery or other items to which we have an objection or which you fail to remove in accordance with or which do not comply with these terms and conditions; and
 - (f) alter the Venue, dates, opening hours, dates and duration of the Build up Period and/or Breakdown Period and the total duration of the Exhibition, subject to clauses 14.3 and 14.4.

9. INTELLECTUAL PROPERTY

- 9.1. You acknowledge that all Intellectual Property Rights in and relating to the Exhibition and any materials provided by or produced by us in relation to the Exhibition are owned or shall vest in us (or the applicable third party licensor) and you undertake not to use any such rights without our prior written consent.
- 9.2. We grant to you a non-transferable, non-exclusive, royalty free licence during the Term to use Organiser Marks solely to promote your attendance at the Exhibition.
- 9.3. You grant to us a worldwide, non-exclusive, royalty free, sub-licensable licence to use the Exhibitor Marks and other materials and information provided by you to us, on the Exhibition website and other related marketing and publicity materials.

10. INSURANCE

- 10.1. It is a condition of this Agreement that Exhibitors arrange adequate insurance to protect themselves and others attending the Exhibition. This insurance must include a minimum limit of Public Liability insurance of £2 million each occurrence ("**Minimum Cover**"). To provide you with Minimum Cover and additional protection, we have arranged for Exhibitors to be covered under a specific Organiser Insurance policy in return for payment by you of the Insurance Participation fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by email when payment of the Insurance Participation fee is made with your invoice. Please note that payment of the Insurance Participation fee must be made **before** this insurance protection commences and prior to the Exhibition Build up Period.
- 10.2. The "Standard Limits" and cover provided to our participating Exhibitors are:

<u>Cover Headings</u>	<u>Standard Limits</u>		<u>Brief Summary of the Cover</u>
Exhibitor Expenses	GBP	20,000	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond yours and the Organisers control.
Exhibitor Property	GBP	20,000	Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition. You are responsible for the first £50 of any claim.
Exhibitor Liability	GBP	2,000,000 any one occurrence	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue. You are responsible for the first £250 of any claim for third party property damage.

- 10.3. This insurance facility is arranged by InEvexco Ltd ("**InEvexco**") who are a specialist insurance broker. You will receive email instructions from InEvexco of how to upload evidence of your own insurance details ("**Evidence of Alternative Insurance**") if you believe you already have the Minimum Cover in place and do not wish to participate in this insurance facility. Your Evidence of Alternative Insurance will then be reviewed by InEvexco. Your Evidence of Alternative Insurance should be uploaded to InEvexco's online portal at least 30 days prior to the Exhibition opening. If for any reason your Evidence of Alternative Insurance is deemed inadequate by InEvexco then they will inform you why this is the case and what you

need to do to satisfy this Agreements regarding insurance. If you disagree with InEvexco's decision you may make use of InEvexco's appeals procedure.

- 10.4. Please do not send any insurance documentation to us. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco via their website <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. **We strongly recommend you read the Inevexco policy wording as some exclusions apply.**
- 10.5. This insurance offer is incidental to the services we provide as the Exhibition organiser and is provided on a non-advised basis by both us and InEvexco. Please ensure all insurance cover limits are sufficient for your needs.
- 10.6. Without prejudice to clause 13 (Liability), the Organiser accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose or access to or provision of the insurance policy by InEvexco Ltd. The Organiser has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder.
- 10.7. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through www.fca.gov.uk.

11. DATA PROTECTION

- 11.1. In performing our obligations under this Agreement, we shall comply with all applicable laws, statutes and regulations from time to time in force relating to data protection including but not limited to Applicable Data Protection Legislation.
- 11.2. The following terms shall have the meaning give to them below:
 - (a) **"Applicable Data Protection Legislation"** means all laws and regulations (as updated, amended or replaced from time to time), including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union, the European Economic Area and the United Kingdom, applicable to the Processing of Personal Data under the Agreement, including the GDPR.
 - (b) **"GDPR"** means the General Data Protection Regulation (EU) 2016/679;
 - (c) **"Personal Data"** shall be deemed defined by the Applicable Data Protection Legislation and where not defined, it means any information relating to an identified or identifiable person"; and
 - (d) **"Processing"** shall be defined by the Applicable Data Protection Legislation and where not defined, means any operation of set of operations that is performed upon Personal Data, whether or not by automatic means.
- 11.3. To the extent that you collect Personal Data in connection with the Exhibition, and conduct Processing of such Personal Data, you acknowledge and agree that you are, in addition to us, a data controller (as defined by the Applicable Data Protection Legislation) in respect of such Personal Data.
- 11.4. You warrant that any Processing of Personal Data collected in connection with the Exhibition shall be carried out in accordance with all applicable laws, statutes and regulations from time to time in force relating to data protection including but not limited to Applicable Data Protection Legislation.

12. INDEMNITY

You indemnify us and shall keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us (or any of our group companies) arising out of or in connection with (i) any breach by you of the licence granted at clause 9.2; (ii) any third party claim that the Exhibits or Exhibitor Marks breach their Intellectual Property Rights; and (iii) any breach by you of the warranties given at Clauses 7.1, 7.3, 7.4 and/or 11.4.

13. LIABILITY

- 13.1. Subject to Clause 13.3, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement, shall be limited to an amount equal to the fee(s) paid by you to us for use of the Space.
- 13.2. Subject to Clause 13.3, we shall not be liable to you for:
 - (a) loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or;
 - (b) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
- 13.3. Nothing in this Agreement shall limit or exclude either party's liability for:
 - (a) death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be limited or excluded by applicable law.

14. ALTERATION, CANCELLATION OR POSTPONEMENT BY ORGANISER

- 14.1. If the Halls become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition, in each case as a result of a Force Majeure Event, we may (in our absolute discretion):
 - (a) change the location and/or date of the Exhibition;
 - (b) curtail the Exhibition;
 - (c) reduce the Build Up Period or Breakdown Period; or
 - (d) cancel the Exhibition.
- 14.2. In the circumstances specified in clauses 14.1 (a) – (d), you agree and acknowledge that we shall not have any liability to you including without limitation to make payment of any amount or for any loss or damage suffered by you, howsoever arising.
- 14.3. We reserve the right to alter the content, timing, date and/or location of the Exhibition at any time during the Term and without liability to you, provided that the Exhibition, as altered, is substantially similar to the Exhibition as originally advertised. We will provide you with notice of any such alterations as soon as reasonably practicable.
- 14.4. Subject to clause 14.3, if the Exhibition is materially altered or cancelled by us other than for a Force Majeure event including (without limitation) a lack of support for the Exhibition, you shall be entitled to request a credit for a future exhibition held by us. Any such credit shall:
 - (a) amount to the fee(s) paid by you less the value of any services received by you from us or on our behalf (including without limitation in respect of promotional services), calculated by us in good faith as at the as at the date of your request; and
 - (b) be issued to you within 30 days of your request.

15. TERM AND TERMINATION

- 15.1. This Agreement shall remain in force from the Effective Date until the earlier of the close of the Exhibition or date of earlier termination in accordance with this Agreement (the **"Term"**).
- 15.2. Either party may terminate this Agreement immediately by giving written notice to the other if the other:
 - (a) has committed a material breach of any of its obligations under this Agreement (including a failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or

- (b) ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

15.3. We shall be entitled to terminate the Agreement immediately in the event that:

- (a) you conduct yourself in such a way as to bring yourself, the Exhibition, any of the other exhibitors or us into disrepute; or
- (b) you breach the warranties given in Clauses 7.1, 7.4 and/or 11.4.

16. FORCE MAJEURE

We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing any of our obligations under this Agreement that occurs as a result of a Force Majeure Event.

17. GENERAL

- 17.1. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 17.2. You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement (save that this shall not apply so as to limit or exclude our liability for fraud).
- 17.3. No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.4. Unless otherwise set out in this Agreement or approved in writing between us, you agree that you shall:
 - (a) use all reasonable care to preserve the confidentiality of our Confidential Information;
 - (b) use our Confidential Information only to exercise your rights and fulfil your obligations under this Agreement; and
 - (c) not disclose our Confidential Information except:
 - (i) to your employees, affiliates, agents, or professional advisors who: (1) need to know it; (2) have a legal obligation to keep it confidential and (3) are subject to the same non-disclosure and use obligations as you; and
 - (ii) when required by law, after giving prompt notice to us of such disclosure if permitted by law.
- 17.5. This Agreement shall not create, nor shall it be construed as creating, any partnership, endorsement or agency relationship between the parties.
- 17.6. You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under this Agreement.
- 17.7. In the event of termination or expiry of this Agreement for any reason, the following clauses (together with any other clauses that under their terms or by implication ought to survive) shall survive: 7.6, 9 (Intellectual Property), 10.6, 11.4, 12 (Indemnity), 13 (Liability) and 17 (General).
- 17.8. Each of the parties agrees that execution of this Agreement by electronic or digital signature shall be effective execution under the laws of England and Wales in accordance with the provisions of the Electronic Communications Act 2000 (as amended).
- 17.9. This Agreement and the rights and obligations of both parties shall be governed by and construed in accordance with the laws of England, and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.

I have read and understood the Terms and Conditions:

SIGNATURE.....