



• Exhibitor Contract •

MWC Barcelona 2025 | 3rd - 6th March

Company Department for Business and Trade

Address Old Admiralty Building, London

Postcode SW1A 2DY

Contact Name [REDACTED] Job Title [REDACTED]

For Event Purposes

GB VAT Number [REDACTED]

Please feel free to contact me on:

Tel [REDACTED]

Website www.gov.uk

Email [REDACTED]



Mobile Number [REDACTED]

Products/Services

to be exhibited: detailed
description required –
this may be used for
publicity purposes

Data Protection Statement Your information will be held by us in accordance with the Data Protection Act 2018 and will be added to our marketing database. It may be used by us for statistical analysis and to contact you about the other services which Trade Fair Support and/or other providers with whom we share marketing information can offer to you. Under our arrangements with the DBT we may also pass your details to the DBT for statistical analysis or marketing purposes. If you do not want your information to be used in this way please tick the box or contact us on 01622 754200.



The above company contracts for space and pavilion build package with the techUK sponsored group at the above show. The company agrees to sign and be bound by the terms and conditions of participation listed on the reverse of this form, and those of Department for Business and Trade (DBT) if eligible for support.

We contract for a stand area of 12m² at [REDACTED] per sqm. We will be invoiced for £18,096 + UK VAT (inc. mng

fee) [REDACTED]

We believe we should be in the following Sector/Hall

Trade Fair Support will make every effort to provide the stand required, but cannot guarantee to do so.

This invoice is payable to Trade Fair Support Ltd by return.

I have read, understood and agree to be bound by the Terms and Conditions overleaf and those of DBT

[REDACTED]

Authorised signatory _____

Company Department for Business and Trade

Print name [REDACTED]

Position [REDACTED]

Date 31/10/2024

Trade Fair Support Ltd, Maidstone Studios, Vinters Business Park, New Cut Road, Maidstone, Kent, ME1 4 5NZ, United Kingdom
Tel 01622 754200 Email: info@tradefair.co.uk Website: www.tradefair.co.uk
Company Number 02079924

tecUK



Tick here if you do not wish to receive further information about business opportunities overseas.



follow @TFSUK

TERMS & CONDITIONS OF EXHIBITION JOINT VENTURE PARTICIPATION

Constituting a Contract between Trade Fair Support and the Applicant

The terms in bold have the following meanings:

'Authorised Signatory' means a person authorised by the Company to enter into the Contract on its behalf.

'Company' means the applicant company whose details appear on the Contract Form.

'Contract Form' means the form accompanying these terms and conditions.

'Contract' means the agreement between Trade Fair Support and the Company as detailed on the Contract Form and subject to the Terms.

'Data Protection Legislation' means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

'Exhibition' means the event detailed on the Contract Form.

'Group' means all the Companies entering into Contracts with Trade Fair Support for stands on the UK pavilion at a particular Exhibition.

'Organiser' means the organisation hosting the Exhibition.

'Sponsoring Organisation(s)' means the trade association(s) sponsoring the Exhibition

'Stand Fees' means the fees set out on the Contract Form which include rental of space, provision of a fully constructed shell scheme stand and display aids as part of a group of stands, Trade Fair Support's administrative charges and any other charge detailed.

'Terms' means these terms and conditions as amended from time to time in accordance with Term 62.

'Trade Fair Support' means Trade Fair Support Limited Company Number 02079924 whose registered office is at Maidstone Studios, Vinters Business Park, New Cut Road, Maidstone, Kent, ME14 5NZ

'UK Data Protection Legislation' means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

BACKGROUND

- The Contract Form must be signed by an Authorised Signatory.
- The Company warrants that they have paid all sums due to the Organiser and any third party for any previous exhibition arrangements.
- The Contract will be in place once the Contract Form has been received by Trade Fair Support, whether by post or electronically.
- Trade Fair Support will acknowledge receipt of the Contract Form to the Company. **INTERPRETATION**
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a party includes its personal representatives, successors and permitted assigns.
- A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A reference to writing or written includes email.

PRICE AND PAYMENT

- The Company agrees to pay the Stand Fees in full and any other amount agreed from time to time between the parties in accordance with these Terms.
- The Company agrees to pay in full all invoices issued by Trade Fair Support in accordance with the payment plan set out on the Contract Form or otherwise as agreed between the parties in writing from time to time.
- Payment of all additional Exhibition site services (e.g. use of Group telephone, stand cleaning, Group brochure, refreshment account, etc.) provided by, or through Trade Fair Support, must be made on receipt of invoice in respect of such services provided after the Exhibition by Trade Fair Support, the Organiser or other relevant party. The Company should note that failure to do so may affect their likelihood of entering into future arrangements with Trade Fair Support.

SHELL-SCHEME AND STAND

- Where a Company applies for a stand as part of the Group it must take the shell-scheme provided as standard for that Group.
- No additional construction to the standard shell-scheme is permitted except by prior written agreement from Trade Fair Support.
- Where a Company has Trade Fair Support's agreement described in Term 14 it is responsible for seeking quotes, commissioning of and payment for any additional construction to the shell-scheme it requires.
- Trade Fair Support will make every effort to provide the stand requested, but cannot guarantee in advance either the hall, position, configuration of stand, or total area that can be provided to the Company at the Exhibition. Trade Fair Support will notify the Company of stand details once the stand has been allocated to the Company.
- Where it is necessary to offer the Company a stand area varying by greater than 20% of the area originally requested on the Contract Form, Trade Fair Support will seek the Company's agreement before allocating that area to the Company. If the Company does not agree to the variation Trade Fair Support will refund any payments already made and the Contract will terminate.
- If the stand area offered varies by less than 20% of the original area requested Trade Fair Support may allocate that area to the Company without the Company's specific agreement.
- Where the allocated stand is greater than originally requested, the Company must pay in full for the additional area. Similarly, Trade Fair Support will adjust the fees accordingly should a reduced area only be available.
- Every reasonable care will be taken by Trade Fair Support in the allocation of space to the Company to avoid inclusion of pillars, fire hydrant access points and other items on stands. Where this is not possible, Companies will be charged for the area unless the Organiser offers to credit the amount paid for it.
- In some instances, Trade Fair Support must have Contracts in place with a minimum specified number of Companies in order to proceed with a particular exhibition. If this is the case, Trade Fair Support is unable to guarantee that space will be available at that Exhibition until that number of Contracts are entered into. If insufficient Contracts are entered into Trade Fair Support will refund any payments made, less reasonable administrative costs and will give the Company reasonable assistance in securing an independent stand at the Exhibition.
- Trade Fair Support is unable to guarantee they will be allocated sufficient space to satisfy the requirements of all potentially interested companies. The Group space at the Exhibition will, therefore, be allocated strictly in order of receipt of Contract Forms by Trade Fair Support.
- Where it becomes apparent that there is insufficient space available to Trade Fair Support at the Exhibition to be able to confirm the stand requested by the Company the Contract will terminate and any payments already made will be refunded in full.

CANCELLATION OR VARIATIONS TO THE CONTRACT

- If a Company withdraws from an Exhibition or requests a smaller stand space than originally contracted for Trade Fair Support will use reasonable efforts to find a replacement company to take the space the Company no longer requires.
- Where Trade Fair Support cannot find a replacement company for the space referred to in Term 24 the Company will remain liable for payment of the Stand Fees for that space.
- Trade Fair Support will inform the Company if a replacement company is found but is not responsible for keeping the Company updated as to progress. Until the Company is informed that a replacement company has been found it must continue to make payments in accordance with the payment plan.

- Where a replacement company is found, a charge of 20% of the relevant Stand Fees up to a maximum of £1,000 will be charged to the Company to cover additional administrative costs incurred in substituting the replacement company.
- If
 - the Company does not make payment of any sums due to Trade Fair Support immediately when they fall due;
 - the Company is in breach of any of the Terms and fails to remedy the breach within 14 days of written notice of the breach from Trade Fair Support;
 - the Company 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Company suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Company's financial position deteriorates to such an extent that in Trade Fair Support's opinion the Company's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 Trade Fair Support reserves the right to either treat this as a withdrawal by the Company and Terms 24, 25, 26 and 27 will apply or terminate the Contract by immediate written notice to the Company.
- Where Trade Fair Support seeks a replacement company due to the circumstances in Term 24 this is without prejudice to their rights to recover any debts should a replacement company not be found.

CONSEQUENCES OF CANCELLATION

- On termination of the Contract the Company shall immediately pay to Trade Fair Support all of Trade Fair Support's outstanding unpaid invoices and interest and, in respect of invoices Trade Fair Support is yet to submit, Trade Fair Support shall submit an invoice, which shall be payable by the Company immediately on receipt;
- Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

THE EXHIBITION

- It is the Company's responsibility to ensure that the Company's goods arrive at the Exhibition in good time and are sufficiently secure and are adequately insured against all risks whilst it is taking part in the Exhibition.
- The Company will ensure that its team arrives at least 24 hours before the start of the Exhibition to check the final arrangements in place. Once the Exhibition has started Trade Fair Support are unable to assist the Company in altering the arrangements.
- The Company shall not cause any damage to the shell-scheme, or display aids supplied, for example by the use of nails or tacks for attaching panels to shell-scheme walls.
- If damage is caused to the shell-scheme, the Company will be charged the full cost of replacement of the damaged items.
- The Company must not further embellish the fascia panels of the stand by use of unauthorised additional graphics or display aids or similar.
- The Company, its employees, sub-contractors and agents must not act in a manner likely to cause offence or nuisance to other exhibitors or other third parties, or in contravention of the Terms. Trade Fair Support reserve the right to require that the Company remove all or part of its team, exhibits and/or goods from the Exhibition if, in its sole discretion it considers the Company to be in breach of this Term during the Exhibition.
- Trade Fair Support will give reasonable assistance to the Company if it experiences a problem with other exhibitors or third parties however Trade Fair Support will not be liable if the behaviour of another exhibitor or other third party causes loss or damage to the Company.
- The Company agrees to complete a post-Exhibition questionnaire and return it to Trade Fair Support.

LIABILITY AND INSURANCE.

- The Company is responsible for making its own arrangements for the insurance of any claims, loss or liability arising under or in connection with the Contract.
- The restrictions on liability in these Terms apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- Neither party may benefit from the limitations and exclusions set out in these Terms in respect of any liability arising from its deliberate default.
- Trade Fair Support warrants that it will carry out its obligations under the Contract with reasonable skill and care and, except in the case of personal injury or death caused by negligence, fraud or fraudulent misrepresentation or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession), Trade Fair Support's maximum liability under the Contract is limited to the Stand Fees or any other amount paid by the Company under the Contract and it excludes and will not be liable to the Company for any direct, indirect or consequential loss or damage including but not limited to pure economic loss, loss of profit, loss of business and like loss.

45. The Company will indemnify and keep Trade Fair Support indemnified against all liabilities, costs, expenses, damages and losses (including 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 Trade Fair Support or losses as a result of a breach by the Company of any of these Terms.
46. Where an Exhibition is postponed or cancelled for reasons beyond Trade Fair Support's reasonable control it will use reasonable efforts to reclaim any portion of the Stand Fees or other payments paid on the Company's behalf by Trade Fair Support to the Organiser and/or contractors, (excluding contractors the Company has appointed independently) and to refund such fees to the Company, net of any administrative costs incurred by Trade Fair Support.
47. Neither the Company nor Trade Fair Support will be liable for a failure or delay to perform its obligations if it is due to any event beyond the reasonable control of the defaulting party.

DATA PROTECTION

48. Both parties will comply with all applicable requirements of the Data Protection Legislation. The data protection provisions in these Terms are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In these Terms, **Applicable Laws** means (for so long as and to the extent that they apply to Trade Fair Support) 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 UK Data Protection Legislation and any other law that applies in the UK.
49. The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the controller and Trade Fair Support is the processor.
50. Without prejudice to the generality of Term 48, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Trade Fair Support for the duration and purposes of the Contract.
51. Without prejudice to the generality of Term 48, Trade Fair Support shall, in relation to any personal data processed in connection with the performance by Trade Fair Support of its obligations under the Contract:
- process that personal data only on the documented written instructions of the Company unless Trade Fair Support is required by Applicable Laws to otherwise process that personal data. Where Trade Fair Support is relying on Applicable Laws as the basis for processing personal data, Trade Fair Support shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Trade Fair Support from so notifying the Company;
 - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, 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
 - not transfer any personal data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - the Company or Trade Fair Support has provided appropriate safeguards in relation to the transfer;
 - the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- vi. comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- comply with reasonable instructions notified to it in advance by the Company with respect to the processing of the personal data;
 - assist the Company, at the Company'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;
- xi. notify the Company without undue delay on becoming aware of a personal data breach;
- at the written direction of the Company, delete or return personal data and copies thereof to the Company on termination of the Contract unless required by Applicable Law to store the personal data; and
 - maintain complete and accurate records and information to demonstrate its compliance with the Data Protection provisions in these Terms and immediately inform the Company if, in the opinion of Trade Fair Support, an instruction infringes the Data Protection Legislation.
52. The Company consents to Trade Fair Support appointing a third party processor of personal data under the Contract. The Trade Fair Support confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which Trade Fair Support confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Company and Trade Fair Support, Trade Fair Support shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause.
53. Either party may, at any time on not less than 30 days' notice, revise the Data Protection provisions of these Terms by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which

shall apply when replaced by attachment to the Contract).

CONFIDENTIALITY

54. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these terms.
55. Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with these Terms; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
56. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

NOTICES

57. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - sent by email to the address specified in the Contract Form.
58. Any notice or communication shall be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
59. Terms 57 and 58 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

GENERAL

60. Trade Fair Support reserves the right to raise a surcharge on Stand Fees, in the event of a significant reduction of the value of Sterling against any currency from which the Stand Fees or any part of them is calculated.
61. Trade Fair Support reserve the right to change the personnel involved in fulfilling Trade Fair Support's obligations regarding the Exhibition.
62. Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
63. If any part of the Contract is found to be illegal, invalid or unenforceable then that part will, to the extent required, be severed from the Contract and will be ineffective and this will not affect any other part of the Contract.
64. From time to time, Trade Fair Support may provide details of service companies that offer Group freight, travel, accommodation, promotion and other services thought to be in the interests of the Company. Where Trade Fair Support provides such details, the Company is not obliged to use such service providers and enters into contracts with such companies at its own risk and Trade Fair Support will not accept responsibility for the performance, actions, omissions or negligence of contractors appointed by the Company.
65. Trade Fair Support 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.
66. The Company shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Trade Fair Support.
67. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
68. 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.
69. 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 or negligent misrepresentation based on any statement in the Contract.
70. Nothing in these Terms shall limit or exclude any liability for fraud.
71. 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.
72. This Contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.