



Contract for UK Pavilion space at MSPO 2023

Prepared for:		Event details	
Company	DBT UK Defence & Security Exports	Event	MSPO 2023
Name	[REDACTED]	Event code	INTEC TKMSPO2023
Email	[REDACTED]	Event start date	05/09/2023
Telephone	[REDACTED]	Venue	Targi Kielce
Address	Old Admiralty Building, Admiralty Place, London SW1A 2DY		
Contract Date	19/06/2023		

THIS CONTRACT IS BETWEEN:

Intec Export Intelligence Ltd (registered in England and Wales, Reg. No. 04569447) The Candlemakers, West Street, Lewes BN7 2NZ ("Intec") and **Department for Business & Trade (DBT) UK Defence & Security Exports**, Old Admiralty Building, Admiralty Place, London SW1A 2DY ("you" or the "Client")

The parties hereby agree: the Client will participate as an Exhibitor at **MSPO from 5th – 8th September, 2023** ("the Event"), subject to Intec's Terms and Conditions, which are attached to and incorporated into this Contract.

EXHIBITION PARTICIPATION DETAILS

Benefit	Rate	Qty	Total
Exhibition Booth (62m ²) - Space to occupy the UK Pavilion in Hall D at MSPO 2022, including island surcharge & local taxes	[REDACTED]	[REDACTED]	[REDACTED]
Exhibitor Registration Fee including local taxes	[REDACTED]	[REDACTED]	[REDACTED]
Delegate passes (excluding speaker pass)	[REDACTED]	[REDACTED]	[REDACTED]
Intec Export Intelligence staff to assist on the stand and with the reception	[REDACTED]	[REDACTED]	[REDACTED]
Logo and profile in the show guide (Max 50 words)	[REDACTED]	[REDACTED]	[REDACTED]
Sub total			[REDACTED]
VAT at 20%			[REDACTED]
TOTAL			[REDACTED]

Duly authorised and signed on behalf of Intec Export Intelligence Ltd:

Signature:

Print Name:

Job Title:

Duly authorised and signed on behalf of the Client:

Signature:

Print Name:

Job Title:

Date:

PAYMENT DETAILS

1. Payment terms are: payment of £26,112 plus VAT is due on or before August 1st, 2023.
 - a) The Client is not permitted to cancel this contract except with the written consent of Intec Export Intelligence Ltd
 - b) Where there is an agreed cancellation permitted by paragraph (a) above, the Client shall pay to Intec the amount, representing liquidated damages to compensate Intec for all losses incurred as a result of the cancellation, as follows:-
 - i) 80% of the contract price for cancellation made more than 3 months prior to the start date of the event; or
 - ii) 100% of the contract price for cancellation made 3 months or less prior to the start date of the event.
2. If your internal accounting procedures/policies require purchase order numbers to be quoted on invoices, please ensure that a copy of the signed purchase order is attached to the signed contract.

CONTACT DETAILS

Intec Export Intelligence contact details		
	Principal Contact	Project Manager
Name		
Telephone (direct)		
Telephone (main)		
Email		

3. Entire Contract

This contract represents the whole and only agreement between the parties in relation to the participation of the Exhibitor at the Event and supersedes any previous agreement whether written or oral between all or any of the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this contract.

The Exhibitor acknowledges that in entering into this contract it places no reliance on any representation, warranty or other statement of fact or opinion.

reasonably and practically avoid in the ordinary conduct of Intec's business
4. Force Majeure

Intec shall not be liable for any loss suffered by the Exhibitor arising out of delay in or prevention of performance of Intec's obligations due to any cause the adverse effects of which Intec could not and cannot

- If Intec's performance is delayed or prevented, it shall immediately give notice in writing.
- If Intec's performance is delayed or prevented by any such cause the parties shall:
 - (a) if the obligation or obligations of which performance is delayed or prevented are not material, make such financial adjustment between them as may be equitable;
 - (b) If the obligation or obligations of which performance is delayed or prevented are material, endeavour in good faith to agree on an alternative basis for achieving the objects of this agreement. If agreement on an alternative basis is not reached this agreement shall terminate and the parties shall make such financial adjustment between them as may be equitable.

5. Insurance Liability

Intec will not be responsible for the safety of any exhibit or property of any Exhibitor, or any other person for the loss, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage sustained by an Exhibitor, by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of Intec whatever ejusdem generis or not or for any loss or damage occasioned.

As Intec will accept no responsibility for any of the matters aforesaid, the Exhibitor is advised to cover itself by insurance in respect thereof.

In the event of Intec having an account outstanding or claim pending against an Exhibitor Intec shall have the right of lien on.

6. No Liability for individual Loss

- (i) Intec shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise (including, without limitation, the prevention or postponement or abandonment of the Exhibition by reason of Condition 10 (Force Majeure) or the Exhibition Building becoming wholly or partially unavailable for the residing of the Exhibition) for any reason for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals.
- (ii) In the event of prevention or postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Condition 10 or the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond Intec's control, Intec shall be entitled to retain all sums paid by the Exhibitors or such part thereof as Intec in its sole discretion shall decide.

7. Cancellation of Space

All requests for cancellation or modification must be submitted in writing to the Managing Director on the client's letterhead.

8. Exhibits Subject to Lien

9. Acceptance

Conditions which are contained in order forms other than those of Intec and which do not conform to or are in addition to Intec's conditions shall not be recognised as binding on Intec. Special conditions must be subject to mutual agreement of the party.

The placing of an order by the Exhibitor in respect of the hiring of space and the exhibiting of itself shall be deemed to be an acceptance of all these conditions and shall be an express term of any contract. The Exhibitor accepts that all the terms in this contract including (without limitation) the exclusion and the limitation of liability conditions are reasonable having regard to all circumstances.

10. Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this contract, and no waiver of any right under this contract, shall be effective unless reduced to writing and signed by or on behalf of the parties.

The grant of any indulgence by a party under this contract shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

11. Severability

If any part of any provision of this contract shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this contract shall remain valid and enforceable.

EXHIBITION RULES

12. Delivery and Removal of Exhibits and Fittings

Intec will advise Exhibitors of the dates and times previous to the openings when exhibits and fittings may be received at the Exhibition Hall. All such goods must be brought in and taken out by the entrances and exits specified by Intec.

Exhibitors must accept the ruling of Intec with regard to the short- and long- term parking of delivery vehicles. Goods must not be removed from the Exhibition Hall during those hours when it is open to visitors except with the written permission of Intec.

13. Empty Boxes and Packing Cases

Empty cases and packing material may not be stored in offices or on stands as this is contrary to the regulations of the Local Authority. Exhibitors must make their own arrangements for storage.

14. Obstruction of Gangways

No obstruction to the gangways shall be permitted, either by goods or by any other manner.

15. Dangerous Materials

Fulminates, explosive and all articles of a dangerous nature cannot be admitted to the Exhibition Hall.

16. Fire Precautions

All materials used for building, decorating, draping or covering stands must be non-flammable or rendered so by immersion in fire-proofing solution to comply with regulations of the Local Authority.

17. Protection of Apparatus

All apparatus must be properly protected from danger by the Exhibitor, at his expense to meet the requirement of the authorities. Intec reserves to itself the right to call upon the Exhibitor to remove any such apparatus as may be considered to represent a potential source of danger. The Exhibitor irrevocably indemnifies and renders Intec harmless against any damage, loss or claim, of any person, arising in respect of or from any cause whatsoever in respect of the apparatus.

18. Building and Dismantling of Exhibition

Full details will be provided at a later date and all Exhibitors must observe the right to call upon the Exhibitor to remove any such apparatus as may be considered to represent a potential source of danger.

19. Food, Tobacco and Alcohol

The sole rights for the distribution and sale of all articles of food, drink or tobacco are held by the catering concessionaires and no Exhibitor shall give away or distribute any such article without the written consent of Intec.

SERVICES

20. Passes and Tickets of Admission

Passes - which are not transferable - to admit Exhibitor, Attendants and Exhibitor's Workmen will be supplied free of cost to Exhibitors, and no Exhibitor, Attendant or Workmen will be admitted without such a pass being produced on entering to an official appointed by Intec. In the event of any such pass being transferred or otherwise disposed of, the pass will be immediately forfeited and no further pass will be issued. All passes must be signed by the actual holder in ink before being presented.

Exhibitors will be given complimentary tickets free of charge for their own use for the purpose of inviting customers to the Exhibition. Further supplies of Exhibition admission tickets will be available. These tickets are available for single admission on any day and are not returnable. All tickets are issued, and visitors are admitted to the Exhibition on the undertaking that no canvassing is allowed by non-exhibitors and visitors acting contrary to this condition, or who are suspected of canvassing render themselves liable to immediate expulsion.

21. Stand fitting

Intec shall provide a dimensional drawing of the shell scheme to any Exhibitor who shall require the same. Intec reserves the right to stipulate the standards for the construction of exhibition stands. This structure may not be altered in any way. Exhibitors are responsible for the cost and erection of any benches, counters or other contrivances for the display of their goods and for complete stand construction on space only sites.

Intec reserves the right to claim compensation or replacement of any stand which is, in the sole opinion of Intec, damaged, whether materially, or otherwise, from the Exhibitor if the Stand is not returned in good condition. Exhibitors must comply in all respects with Intec's regulations and any Local Authority requirements currently in force and which govern the conduct of any exhibition.

No contractors will be allowed to enter the Exhibition without the written consent of Intec

who will not be liable in any way whatsoever for the acts or defaults of any contractors or their servants.

22. Lighting and/or power on Stands

General gangway lighting will be provided by Intec. Exhibitors must provide at their own expense all electrical apparatus and connections they may require additional to any lighting fittings or power supplies which may be provided on stands by Intec. Such apparatus and connections will only be installed at the Exhibitor's expense and must be carried out by the Contractors officially appointed by Intec for such work. The Exhibitor undertakes not to overload the lighting or power system and only to use equipment which has been approved by Intec in respect of such lighting and power.

Intec reserves the right in its sole discretion to check any equipment used by the Exhibitor which provides or draws off lighting and power. All Exhibitors must observe Intec's right to call upon the Exhibitor to remove any such apparatus as may be considered by Intec in its sole opinion to represent a potential source of danger.

Exhibitors must comply in all respects with Intec's regulations and any Local Authority requirements currently in respect of lighting and power at an Exhibition. The Exhibitor irrevocably indemnifies and renders Intec harmless against any damage, loss or claim, of any person, of any nature, by or of any person,

arising from any cause whatsoever in respect of the lighting and power.

23. Gas, Water and Waste

Exhibitors who may require gas, water or waste services to be brought to their stands must apply, in writing, to the official plumbing contractors not later than two months before the opening date of the event, advising Intec at the same time. No Exhibitor will have any claim against Intec if gas, water and waste services cannot be supplied.

24. Lighting and/or power on Stands

As Intec will accept no responsibility for damages to the Exhibitor, caused by gas, water or waste, the Exhibitor is advised to cover itself by insurance in respect thereof.

25. Cleaning

Intec will arrange for the cleaning of the stand area

26. Exhibition Services

Intec accepts no responsibility for breakdown or failure of any of the services provided for, or in connection with this Exhibition.

27. Payment for Space & Construction

Payments for space & construction are to be made in the amounts as specified on the Contract for Exhibition Stand Space form. Where payments for space are not made when due, any previous deposit may be forfeited and the space re-allocated if Intec so decides. Any loss incurred by Intec by reason of such non-payment must be paid by the Exhibitor.