

Low Carbon Vehicle Show 2019 Terms and Conditions

THIS AGREEMENT is made on 04/07/2019

BETWEEN:

- (1) **ADVANCED PROPULSION CENTRE UK LIMITED**, a company limited by guarantee (company no. 08791933) whose registered office is at 6th Floor, 60 Gracechurch Street, London, United Kingdom EC3V 0HR (“**the Company**”); and
- (2) **OFFICE FOR LOW EMISSION VEHICLES** whose registered office is at 33 Horseferry Road, London, SW1P 4DR (the “**Client**”)

IT IS AGREED:

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client Default: has the meaning set out in clause 4.2.

Client's Equipment: any equipment provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Company's Equipment: any equipment provided by the Company to the Client and used directly or indirectly in the supply of the Services.

Deliverables: the exhibition stand space provided at the Event and the exhibition stand to be designed and constructed by the Company as described in clause 2.1.

Event: the event described in clause 2.1.

Fee: the fee specified in clause 2.1 or as otherwise agreed by the Company and the Client together with any other charges payable by the Client under this agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in designs, database rights, and all other intellectual property rights whatsoever.

Services: the services, including the Deliverables, supplied by the Company to the Client as set out at clause 2.1 and the Service Specification.

Service Specification the description of the Services set out in Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2. Interpretation:

- 1.2.1. Clause headings shall not affect the interpretation of this agreement. References to clauses and to Schedules are to the clauses and Schedules of this agreement.
- 1.2.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
- 1.2.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5. A reference to **writing** or **written** includes fax and email.

2. SERVICES

- 2.1. In consideration of payment by the Client of a sum of the Fee, together with VAT at the applicable rate, the APC shall provide the following services in accordance with the terms and conditions of this Agreement:

Services	Fee
<p><i>Description of services to be provided</i></p> <p>SUPPLY OF SERVICES / EXHIBITION STAND SPACE IN RESPECT TO CENEX LOW CARBON VEHICLE (LCV) EVENT ON 4-5 SEPTEMBER 2019, TO BE HELD AT MILLBROOK PROVING GROUNDS, ENGLAND:</p> <ul style="list-style-type: none"> 1. Branded area on the Government Pavilion, including print of graphic panels 2. Stand design, construction and graphic panel design 3. Support services before, during and after the event <p>The Services are more particularly described in the Service Specification (Schedule 1)</p>	<p>£11,000</p>

- 2.2. The Company shall use reasonable endeavours to provide the Services in accordance with the Service Specification and this agreement in all material respects.

- 2.3. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.

2.4. The Company warrants to the Client that the Services will be provided using reasonable care and skill.

3. Client's obligations

- 3.1. The Client shall:
 - 3.1.1. co-operate with the Company in all matters relating to the Services;
 - 3.1.2. provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by the Company in connection with the Services and ensure that they are accurate and complete;
 - 3.1.3. ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant standards or requirements;
 - 3.1.4. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Company to provide the Services;
 - 3.1.5. keep, maintain and insure the Company's Equipment in accordance with the Company's instructions from time to time and shall not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorisation;
 - 3.1.6. be responsible for ensuring appropriate security measures are in place to protect its property at all times whilst at the Event location (whether before, during or after the Event itself); and
 - 3.1.7. ensure that its products and exhibits are adequately fixed in a stable location to ensure the continuous safety and stability of the products and exhibits whilst exhibited at the Event.
- 3.2. If the Company's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - 3.2.1. the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
 - 3.2.2. the Company shall not be liable for any costs or losses sustained or incurred by the Client arising from the Company's failure or delay to perform any of its obligations as set out in this clause 3.2; and
 - 3.2.3. the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.
- 3.3. The Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with any claim made by a third party for any loss or damaged caused by the Client's failure to adequately fix its products and exhibits in a stable location or which arise from the Client's or any third party's interaction with the product or exhibit.

4. FEES AND PAYMENT

- 4.1. The Client shall pay the Fee.
 - 4.2. The Fee shall, unless expressly specified, be exclusive of all VAT duties and taxes whatsoever in respect of the provision of the Services and all such VAT duties and taxes shall be paid by the Client in addition.
 - 4.3. The APC will issue a valid VAT invoice for the fee (plus VAT at the prevailing rate) two weeks following the date of this Agreement and the Client shall pay the Fee to the APC within thirty days of date of said valid VAT invoice, unless otherwise agreed between Company and Client in writing.
 - 4.4. Payment will be made via bank transfer.
 - 4.5. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company any sum due under this agreement on the due date:
 - 4.5.1. the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - 4.5.2. the Company may suspend all or part of the Services until payment has been made in full.
 - 4.6. All sums payable to the Company under this agreement 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).
- #### **5. Intellectual property rights**
- 5.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
 - 5.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.
 - 5.3. All Company Equipment is the exclusive property of the Company.

6. Confidentiality

- 6.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.
- 6.2. Each party may disclose the other party's confidential information:
 - 6.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers,

representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and

6.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

7. Limitation of liability

7.1. Nothing in this agreement shall limit or exclude the Company's liability for:

7.1.1. death or personal injury caused by its negligence;

7.1.2. fraud or fraudulent misrepresentation; or

7.1.3. any other liability which cannot be limited or excluded by applicable law.

7.2. Subject to clause 7.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information and any indirect or consequential loss.

7.3. Subject to clause 7.1 and clause 7.2, the Company's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to an amount equal to the Fee.

7.4. All terms implied by statute or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

8. CANCELLATION TERMS AND TERMINATION

8.1. In the event the Client cancels its requirement for the Services the following provisions shall apply:

8.1.1. if the Client cancels more than 60 days before the date of the Event, 50% of the Fee paid shall be refunded to the Client by the Company, or if the Fee has not been paid, the Client shall pay to the Company an amount equal to 50% of the Fee within 14 days of cancellation; or

8.1.2. if the Client cancels the event booking on 60 days or less before the date of the Event, the Fee paid by the Client shall be non-refundable, or if the Fee has not been paid, the Client shall pay to the Company the Fee in full within 14 days of cancellation.

8.2. All cancellations must be received in writing and will be deemed to take effect from the date of receipt by the Company. Writing may include email.

8.3. The Company will use all reasonable efforts to mitigate its loss if the Client cancels and if it can provide the Deliverables to an alternative client, the Client may be entitled to a refund if the sums received by the Company in respect of the Deliverables exceed the amount of the Fee plus any additional costs the Company has received.

- 8.4. In the event of any dispute concerning the provision of the Services by the Company, the Client shall not be entitled to withhold or delay payment of the Company's invoice.
- 8.5. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 8.5.1. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- 8.5.2. the other party 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; or
- 8.5.3. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.6. Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 8.7. On termination or expiry of this agreement, without prejudice to any other rights or remedies of the parties:
- 8.7.1. the Client or the Company (as the case may be) shall pay any amount due to the other under clause 8.1;
- 8.7.2. the Client shall, within a reasonable time, return all of the Company's Equipment or any materials provided to the Client by the Company not used up in the provision of the Services. If the Client fails to do so, then the Company may enter the Client's premises and take possession of the Company's Equipment. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- 8.7.3. any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 8.8. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or 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 agreement which existed at or before the date of termination or expiry.

9. General

- 9.1. **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2. Assignment and other dealings.

- 9.2.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 9.2.2. The Client shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 9.3. **Entire agreement.** This agreement 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 9.4. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.5. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.
- 9.6. **Severance.** 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.
- 9.7. **Notices.**
- 9.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 9.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.8(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 9.7.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 9.8. **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 9.9. **Governing law and jurisdiction.** 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

The parties have caused this Agreement to be executed by their duly authorised representatives.

ADVANCED PROPULSION CENTRE UK LIMITED OFFICE FOR LOW EMISSION VEHICLES

By: _____

By: [REDACTED]

Name: _____

Name: [REDACTED]

Title: _____

Title: POLICY ADVISER, OLEV

[REDACTED]

Commercial Relationship Manager for
Roads Places & Environment

Schedule 1

Service Specification

Package Offered to Exhibitors:

- APC Project Manager
- Professionally designed and built stand
- Shared use of the common areas
- Display panels for each participating organisation, based on a set of common cohesive designs
- Space for displaying demonstration equipment and/or samples as appropriate
- Support services before, during and after the event
- Inclusion in PR/ media activities

The stand organisers will be responsible for:

- Managing the Government Pavilion at LCV, with support from each partner
- Design and construction of the stand
- Day-to-day administration of the stand

