

MULTIPLE TERM VENUE HIRE AGREEMENT
STANDARD CONTRACTUAL TERMS
23 July 2007

These Standard Contractual Terms form part of an agreement between the Licensee and NEC in conjunction with the Multiple Term Venue Hire Agreement, the Commercial Details, the Rules and Regulations and the NEC Self-Regulating Process Handbook (in each case, as defined below). The Multiple Term Venue Hire Agreement, these Standard Contractual Terms, the Commercial Details, the Rules and Regulations and the NEC Self-Regulating Process Handbook and any written variations thereto signed for and on behalf of NEC are together defined as the "**Agreement**". The Licensee will comply with the Agreement in full.

1. WORKING TOGETHER

- 1.1 Unless the parties would infringe the Law by complying with this clause, the parties will be fully committed to the mounting of the Exhibition at the Venue during each Licence Period of the Term. The parties will co-operate and will be open and trusting in their dealings with each other and to this end will share information and develop and openly discuss ideas (as long as in doing so, neither party is in breach of any legitimate duty of confidentiality owed to another person). The Licensee shall liaise with and maintain a positive working relationship with NEC.
- 1.2 Save as expressly provided in this Agreement, the Licensee shall not in the performance of this Agreement:-
- 1.2.1 incur any liabilities on behalf of NEC; or
 - 1.2.2 make any representations or give any warranty on behalf of NEC; or
 - 1.2.3 enter into any contract or obligations on behalf of NEC.
- 1.3 Nothing in this Agreement shall create a relationship of partnership or a joint venture as between the parties and accordingly neither party shall be authorised to bind the other unless expressly allowed by this Agreement.
- 1.4 The Licensee shall not:-
- 1.4.1 do anything or omit to do anything which prejudices any licence relating to the Venue or the Exhibition or cause a breach of any Law or cause a nuisance to NEC or to any occupiers of the Centre or of premises adjoining the Centre;
 - 1.4.2 cause NEC to incur any extra or increased insurance premium in relation to insurance taken out by NEC, the insurance of the Centre or any part thereof or of any adjoining or neighbouring premises nor make void or voidable any policy of insurance. The Licensee shall immediately notify NEC of any act or thing which may cause any claim to arise under or which may make void or voidable any policy or policies of insurance as aforesaid or which may cause the premium or premiums to be increased and to pay any extra premium or premiums charged;
 - 1.4.3 contract with Exhibitors and/or any other party on terms which are in conflict with this Agreement;
 - 1.4.4 infringe the Code of Practice from time to time issued by the Advisory, Conciliation and Arbitration Service pursuant to the Trade Union and Labour Relations (Consolidation) Act 1992 in their dealings with their respective employees working at the Centre and shall further observe in the course of such dealings the procedures and recommended practices comprised in the working rule agreement for the time being in force between the British Exhibition Contractors Association and the National Joint Council for the Exhibition Industry and any additional or substituted Codes of Practice, procedures and recommended practices which may from time to time be applicable; or

1.4.5 assign, sub-licence, (except to Exhibitors), dispose of or deal with the benefit or burden of this Agreement; it being noted and agreed that the Licensee or its Exhibitors may employ contractors to erect and dismantle stands, subject to compliance with the Law.

1.5 The Licensee acknowledges that this Agreement obliges NEC to reserve the Venue for the Licensee for the duration of each Licence Term and that NEC is unable to make the Venue available to any other interested party during each Licence Term.

2. LICENCE

2.1 The licence granted by NEC to the Licensee in consideration of the payment to NEC of the Fee, to use the Venue for the Exhibition during each Licence Term is granted pursuant to and in accordance with the terms of this Agreement. Such licence shall include non-exclusive rights of access to and exit from the Venue.

2.2 Unless the Licensee is in breach of this Agreement, during each Licence Term NEC shall provide the Services.

2.3 NEC gives no assurance as to the nature or timing of future events at the Venue or other venues managed by NEC or any other NEC group company.

2.4 The dates specified in the Commercial Details for the second and all subsequent Licence Terms are indicative only and may be subject to change by NEC. NEC will not reduce the number of consecutive days allocated to any Licence Term when making any such change. The Licensee will not object to any such change notified by NEC 120 days or more prior to the commencement of the relevant Licence Period. The Licensee will not unreasonably object to any other such change. At NEC's discretion, the dates specified in the Commercial Details for the Licence Terms may be adjusted.

2.5 The parties agree that:-

2.5.1 there is no intention by NEC (or the Licensee) to create a tenancy under the Landlord and Tenant Act 1954 Part II or of any nature in favour of the Licensee or any Exhibitor; and

2.5.2 no such tenancy has been or shall be created by this Agreement or otherwise; and

2.5.3 neither the Licensee nor any Exhibitors has exclusive possession of the Venue; and

2.5.4 NEC retains the right at any time to use any area within the Venue including any areas mentioned in this Agreement.

2.6 The Licensee shall comply with the Exhibition Profile in carrying out the Exhibition. The inclusion of the product categories in the Exhibition Profile does not imply any exclusivity. The Licensee and NEC will consider appropriate amendments or variations to the Exhibition Profile from time to time and where such amendments or variations are agreed they shall be recorded in writing signed by an authorised signatory of each party.

2.7 The Licensee shall procure compliance at the Venue with NEC's "no smoking" policies from time to time.

3. ROLLING LICENCE TERMS

3.1 At NEC's option (in its absolute discretion):-

3.1.1 within 60 days of the end of the first Licence Term, NEC may give notice to the Licensee (a "**Rollover Notice**") setting out proposals as to the Commercial Details applicable for an additional Licence Term to occur after all Licence Terms to which reference is made in the Commercial Details as at the date of this Agreement. The additional Licence Term to which reference is made in the Rollover Notice is referred to in this clause as the "First Rollover Licence Term"; and

3.1.2 within 60 days (or longer at NEC's discretion) the Licensee may reply to the Rollover Notice in writing accepting the proposals made in the Rollover Notice (without variation or amendment thereto) in which case this Agreement shall apply to the First Rollover Licence Term on the basis that the Commercial Details applicable to First Rollover Licence Term shall be NEC's proposals as set out in the corresponding Rollover Notice. NEC will issue a revised form of Commercial Details applicable to the First Rollover Licence Term to the Licensee.

3.2 At NEC's option (in its absolute discretion):-

3.2.1 within 60 days of the end of the second and each subsequent Licence Term including any Rollover Term, NEC may give notice to the Licensee (a "**Rollover Notice**") setting out proposals as to the Commercial Details applicable for an additional Licence Term to occur after all Licence Terms (including previously agreed Rollover Terms) to which reference is made in the Commercial Details signed by the Licensee on the date of this Agreement or in an earlier Rollover Notice (as the case may be). The additional Licence Terms to which reference is made in such Rollover Notice is referred to in this clause shall be sequentially numbered i.e. the "Second Rollover Licence Term"; the "Third Rollover Licence Term", and so on; and

3.2.2 within 60 days (or longer at NEC's discretion) the Licensee may reply to each Rollover Notice in writing accepting the proposals made in the Rollover Notice (without variation or amendment thereto) in which case this Agreement shall apply to the Second or (as the case may be) subsequent Rollover Licence Term as if the Second or (as the case may be) subsequent Rollover Licence Term subject to the Commercial Details applicable to such Rollover Licence Term being NEC's proposals as set out in the corresponding Rollover Notice. NEC will issue a revised form of Commercial Details applicable to such Rollover Licence Term to the Licensee.

3.3 Nothing in this Agreement shall obligate NEC to issue a Rollover Notice.

3.4 If NEC issues a Rollover Notice, the definition of Licence Term shall be extended by reference to such Rollover Notice.

4. **THE LICENSEE'S RIGHTS & OBLIGATIONS**

4.1 All rights granted to the Licensee under the Agreement are:-

4.1.1 for the duration of each Licence Period only;

4.1.2 subject to the Licensee's strict compliance with the Law;

4.1.3 in common with NEC, all others authorised by NEC and all others entitled to a like right; and

4.1.4 for the purposes of organising and holding the Exhibition during each Licence Period and for no other purpose.

4.2 The Licensee is obliged to comply in full with its part of the Agreement.

5. **HEALTH AND SAFETY**

5.1 The parties acknowledge and accept their respective responsibilities under the Health and Safety at Work etc, Act 1974 (the "**1974 Act**") and all regulations made under the 1974 Act in force which are relevant to this Agreement including relevant national and international published guidance and standards. The Licensee has been supplied with a copy of NEC's current statement of safety policy issued as required by the 1974 Act.

- 5.2 The Licensee will comply with the Borough of Solihull (National Exhibition Centre) Regulations 1978 and will adhere to instructions and guidance outlined in the NEC Self Regulating Process Handbook.
- 5.3 In addition to its other obligations under this Agreement regarding health and safety, the Licensee will comply, at its own expense, with all reasonable requirements of NEC regarding the health and safety of persons at the Centre.
- 5.4 The Licensee shall give notice in writing to NEC promptly as soon as the Licensee becomes aware or should have been aware of any defect in the state of the Venue which would or might give rise to an obligation on NEC to do or refrain from doing any act or thing in order to comply with the duty of care imposed on NEC pursuant to the Defective Premises Act 1972 and the Licensee shall at all times display and maintain all notices as required by such Defective Premises Act which NEC may from time to time display or require to be displayed at the Venue.
- 5.5 The Licensee will comply with the NEC Group's Accident Handling, Reporting and Investigation Policy, and upon written request provide the NEC and/or its Insurers at no cost and within 7 days a copy of the accident investigation report prepared by the Licensee or its representatives for any incident that occurs within the Venue during each Licence Period.

6. **PROMOTION & ADVERTISING**

- 6.1 During each Licence Term the Licensee will comply with the Rules and Regulations generally and in particular in relation to promotions and advertising as well as any other reasonable instructions of NEC from time to time.
- 6.2 During each Licence Term, the Licensee agrees to promote and mount the Exhibition under the name specified in the Commercial Details (or such other name as may be agreed by NEC in writing).
- 6.3 The Licensee shall ensure that all posters, advertisements, prospectuses, programmes and other publicity material relating to the Exhibition are approved by NEC in writing.
- 6.4 NEC may remove (or demand that the Licensee removes) at the cost of the Licensee any signage which is, in NEC's opinion, inconsistent with the standards of signage used by NEC at the Centre.

7. **CONDUCT OF THE EXHIBITION**

- 7.1 The Licensee undertakes to use substantially the whole of the Venue for the purpose of mounting the Exhibition and to keep open such Exhibition to Visitors during reasonable hours for all days within each Open Period.
- 7.2 Access to and exit from the Venue is only allowed:-
- 7.2.1 on foot over and along those pathways at the Centre as NEC may direct; and
 - 7.2.2 with or without vehicles via any roadways identified by NEC (the "**Roadways**") but the Licensee shall not at any time obstruct in any way or park vehicles on the Roadways; and
 - 7.2.3 at times that NEC shall agree with the Licensee, NEC may vary the agreed times if NEC considers such variation to be necessary; and
 - 7.2.4 via the entrances and exits stated by NEC.

The Licensee shall explain these arrangements to its guests, staff, contractors and other invitees.

- 7.3 The Licensee shall:-

- 7.3.1 use the Venue for the sole purpose of staging the Exhibition;

- 7.3.2 not exhibit or show any category of exhibit other than the Exhibition Profile;
- 7.3.3 not use the Venue for any illegal or immoral purpose or for betting or gaming or for the holding of a lottery unless the lottery is permitted by the Lotteries and Amusements Act 1976 (as amended by the National Lottery etc Act 1993) or any subsequent enactment thereof;
- 7.3.4 take full responsibility for ensuring that measures are in place that are conducive to the safety of children and young people at each staging of the Exhibition;
- 7.3.5 ensure that the sale or supply of alcohol at the Exhibition shall not infringe or cause NEC to infringe NEC's Premises Licence. If the Exhibition Profile includes alcoholic beverages, the Licensee and/or Exhibitors shall be permitted to provide samples of alcohol to visitors to the Exhibition provided that such sampling is carried out in accordance with NEC's Premises Licence. The Licensee shall comply and shall procure that all Exhibitors shall comply with all instructions issued by NEC in relation to compliance with the NEC Premises Licence. If any Exhibitor sells or supplies alcohol as aforesaid, the Licensee shall:-
- (a) procure that such Exhibitor executes a document in a form acceptable to NEC by which such Exhibitor undertakes to comply with obligations set down by NEC's Designated Premises Supervisor and for this purpose the Licensee shall provide contact details for each such Exhibitor and the Licensee appoints and authorises NEC to make contact with each such Exhibitor so that such document can be executed. Accordingly, the Licensee appoints NEC as its data processor for such purpose. The Licensee shall obtain all requisite consents and approvals to enable NEC to fulfil its role as data processor and the Licensee shall indemnify and keep indemnified NEC from any liability arising in connection with the Data Protection Act 1994 (as amended) from time to time;
 - (b) indemnify NEC to the extent that any Exhibitor fails to comply with such undertaking; and
 - (c) procure that prior to the sale or supply of any alcoholic beverage as aforesaid, each such Exhibitor assigns title in the alcoholic beverages in question to NEC absolutely for the consideration of a fee (if demanded).
- 7.4 The Licensee shall not and shall use its best endeavours to ensure that Exhibitors do not make any application for a Temporary Exhibition Notice in respect of the Venue under the Licensing Act 2003 or otherwise.
- 7.5 All staff required for the purpose of staging the Exhibition shall be provided by the Licensee (save only to the extent that NEC has agreed to provide the Services and save for all NEC staff engaged in the offering of catering and related services at the Centre.)
- 7.6 All property brought on to the Venue or the Centre (including Leftover Materials as defined below) is brought at the owner's risk and NEC does not accept responsibility for the safekeeping of property whether or not deposited with employees or representatives of NEC and NEC shall not be in any way responsible for any theft, loss or other damage in respect of such property. The Licensee shall ensure that all of its invitees are made aware of this.
- 7.7 If any harm or damage is caused to the Venue or to any chattels or other property situated at the Venue by the Licensee or any Exhibitors or any other person retained in relation to the Exhibition (other than NEC) or any person attending the Exhibition (other than employees or guests of NEC), such damage or harm will be made good by and at the expense of the Licensee. If the Licensee has not made good such damage or harm to NEC's reasonable satisfaction within a reasonable time, NEC shall have the right to make good such damage or harm itself and the Licensee hereby undertakes to indemnify and keep indemnified in full NEC in relation to the costs incurred by NEC in this regard.

7.8 NEC may request and the Licensee shall remove from the Venue or NEC may bar access to or remove from the Venue any person (including any contractor or sub-contractor, agent, employee and invitee of the Licensee and/or any Exhibitors) acting in a way or not acting in a way which in the reasonable opinion of NEC, is or may be contrary to the Exhibition Profile, undesirable, inappropriate, harmful (including harmful to the reputation and commercial interests of NEC), offensive or obscene or illegal or which constitutes or may cause a breach of any of the provisions of the Law or where applicable a breach of the peace. In addition, NEC may request and the Licensee shall remove from the Venue any advertising or other installation or material of any nature whatsoever and/or any stand, kiosk, catering facility, room or other place within the Venue, which in the reasonable opinion of NEC, is or may be contrary to the Exhibition Profile (including without limitation if any such stand, kiosk or catering facility is not within keeping of the look, feel and ethos of the relevant Exhibition Profile), undesirable, inappropriate, harmful (including harmful to the reputation and commercial interests of NEC), offensive or obscene or illegal or which contravenes any Law or which may cause a breach of any of the provisions of the Law or where applicable a breach of the peace.

7.9 NEC may:-

7.9.1 cease any activity in any part or parts of the Venue or any stand in the Venue which, in the reasonable opinion of NEC, constitutes or may cause a breach of any of the Law and the NEC's Standard Contractual Terms or a breach of the peace or which gives rise to any such rights of removal referred to in clause 7.8 above;

7.9.2 admit only members of the public to the Venue for the purpose of attending the Exhibition upon production of an authentic prepaid admission ticket; and

7.9.3 deny access to and eject or otherwise exclude from the Venue or any part or parts of the Venue any person (other than an employee or invitee of NEC) who infringes (whether as employer or employee) any of the Codes or other agreements or matters referred to in these NEC's Standard Contractual Terms,

and the Licensee shall comply with such request or procure compliance with such request at once.

7.10 The Licensee shall not raise any objection to or claim any compensation in respect of the construction, demolition, repair or replacement of any buildings or plant or the carrying out of any other works of any nature whatsoever or the carrying on of any other activity or undertaking or any vibration, noise, smell, smoke or other nuisance arising from or in relation to any such matter, whether under or over or (in case of emergency only) within the Venue or on or in any other part of the Centre or any adjoining or neighbouring Venue and whether by Birmingham City Council, NEC or any other owner or occupier provided that NEC shall insofar as it has the power ensure that any such works or activities shall not materially and adversely affect the holding of the Exhibition.

7.11 The Licensee shall be liable to NEC for the acts and omissions of any sub-contractor contracted by the Licensee and/or any Exhibitor as if those acts or omissions had been omitted or committed by the Licensee itself.

7.12 To the extent necessary for the proper enjoyment of the rights granted to the Licensee, such rights may extend to the Exhibitors and to their respective contractors, sub-contractors, agents and employees provided always that:-

7.12.1 the Licensee shall make it an express term of each sub-licence that certain rights are reserved to NEC and others as expressed in this Agreement and that no claims shall lie against NEC or any other person by reason of the exercise of such rights; and

7.12.2 the Licensee shall be primarily liable to NEC for all acts or omissions of any Exhibitors, the Exhibitors' contractors, sub-contractors, agents and employees as if such act or omission had been committed or omitted by the Licensee itself and NEC shall not be required to pursue the Exhibitors, the Exhibitors' contractors, sub-contractors, agents and employees before making any claim against the Licensee in this regard.

7.13 The Licensee shall not make arrangements for the broadcasting, recording or televising of the Exhibition without the prior written consent of NEC.

7.14 The Licensee will be responsible for the provision of close protection/security for individuals attending or appearing at the Exhibition. Where the Licensee appoints its own or an external security company to provide security at the Exhibition, the security provider must hold a NSI Silver Standard or SIA approved contractor status and must comply with the Private Security Industry Act 2001 and the Licensee shall ensure that this is the case.

8. **CATERING AND REFRESHMENTS AT THE EXHIBITION**

8.1 NEC reserves the right to provide all catering facilities and refreshments at the Venue. NEC may exercise this right itself or may grant permission to third parties to provide catering facilities at the Venue. The Licensee will ensure that, other than with the prior written consent of NEC, none of the Licensee itself, any Exhibitors or any other person attending the Exhibition shall offer catering services or claim to grant.

8.2 NEC may (at its sole discretion) provide consent to the Licensee, an Exhibitor or third parties nominated by the Licensee or an Exhibitor to provide catering facilities and/or refreshments at the Venue. Such consent shall only be effective if given by NEC in writing. Any such consent shall only grant a right to provide catering facilities and/or refreshments at the Venue for the duration of the Exhibition (or for a more limited duration, if specified by NEC). The granting of such a right may be subject to conditions. These conditions may include (but are not limited to) the following:-

8.2.1 Any right granted to provide catering facilities and/or refreshments in the Venue, to be subject to such catering facilities complying with the Exhibition Profile including without limitation such stand, kiosk or catering facility being in keeping with the look, feel and ethos of the relevant Exhibition Profile;

8.2.2 any right granted to provide catering facilities and/or refreshments in the Venue, to be subject to compliance with the health and safety, food hygiene, quality and other standards specified by NEC;

8.2.3 where NEC deems it necessary in order to satisfy itself as to compliance with these standards, any catering facilities to be subject to inspection by NEC (or persons nominated by NEC) and any information regarding the provision of such facilities requested by NEC to be promptly provided to NEC; and/or

8.2.4 the payment of any fees or charges levied by NEC, including those charges designed to cover the costs of monitoring compliance with these standards and any other costs which NEC incurs as a result of the provision of catering facilities and/or refreshments by the person concerned.

9. **VACATION OF THE VENUE**

9.1 Without prejudice to any other provision of this Agreement, NEC has the right to vacant possession of the Venue on the expiration of each Licence Term at the expense of the Licensee. The Licensee shall leave and handover the Venue to NEC in as good and clean order and condition as it was on the commencement of each Licence Term.

9.2 Unless otherwise agreed in writing by NEC before 16:00 hours on the last day of each Licence Term (time being of the essence) the Licensee shall remove and clear from the Venue all Leftover Materials (in so doing complying with all Laws concerning waste management). Thereafter at the cost of the Licensee NEC may remove from the Venue all Leftover Materials and NEC may treat all Leftover Materials as refuse (regardless of the value, nature, state or condition of such Leftover Materials and whether they are owned by the Licensee, an Exhibitor or another person) and to dispose of these as NEC thinks fit, the cost of which shall be reimbursed to NEC by the Licensee in full upon demand; it being noted and agreed that the costs for which NEC is responsible or the costs of any other obligation of NEC which is unrelated to such disposal shall not be the subject of such reimbursement.

- 9.3 If the Licensee fails to handover the Venue cleared of all Leftover Materials in accordance with this Agreement the Licensee shall upon receipt of NEC's invoice and without prejudice to NEC's other rights and remedies for each day or part of a day in respect of which such failure continues pay one full day's Fee at the same rate per day as those applicable during each Licence Term.
- 9.4 The Licensee shall procure that each Exhibitor accepts the rights of NEC to regard any Leftover Materials left on the Centre after the expiration of each Licence Term as refuse (regardless of the nature, value, state or condition of the Leftover Materials and whether or not the Exhibitor is the owner) and the right of the Licensee or of NEC acting as its agent (and at the cost of the Licensee) to dispose of them accordingly and the Licensee hereby authorises NEC to dispose of Leftover Materials as its agent and agrees to keep NEC fully indemnified in respect of claims of whatever nature brought against NEC in consequence of such disposal, whether by the Exhibitors or the owner, including all associated costs and expenses incurred by NEC in relation to such claims.
- 9.5 The Licensee shall permit and shall procure that its Exhibitors permit NEC to exercise its rights under this clause 8.1.
- 9.6 The Licensee acknowledges and agrees that NEC shall have the right in its absolute discretion to order an evacuation of the Venue without incurring any liability therefor. NEC will not exercise such right without endeavouring to consult with the Licensee in advance of making such order, but it is noted and agreed that NEC shall have the right to take such action as it sees fit in order to respond to an emergency or the threat of an emergency without incurring liability therefor.

10. FEES AND PAYMENT

- 10.1 The Licensee shall pay upon receipt of NEC's invoice all sums properly invoiced including the Fee and all monies, expenses, costs and charges referred to in this Agreement (including any sums owing to NEC whether or not in relation to the Additional Services) and any other charges in relation to extra costs incurred by NEC in exercising its rights under this Agreement or which NEC is entitled under the Agreement to charge the Licensee in full on the dates specified in the Commercial Details or in the NEC's Standard Contractual Terms as the case may be. The Licensee shall not be entitled to deduct or set-off any of the Fees or any other sums owing to NEC by the Licensee from any sums owing to the Licensee by NEC. Time shall be of the essence in relation to all payment obligations of the Licensee. In addition (without limitation) the Licensee shall:-
- 10.1.1 bear all costs and expenses incurred in relation to the Exhibition and in complying with the requirements of the relevant Health and Safety Executive being requirements which are special to the Exhibition as a result of particular features of the Exhibition such as the use of lasers or the existence of unusual fire hazards;
 - 10.1.2 pay to the Performing Rights Society, or to NEC as reasonably required by NEC, all fees due to The Performing Rights Society Limited in respect of the Exhibition within one month of the end of the Exhibition;
 - 10.1.3 pay NEC upon demand the cost of repairing all damage to the Venue suffered during the Licence Term (except for fair wear and tear, damage by insured risks and damage by NEC and its agents, employees and sub-contractors). NEC shall decide in its sole discretion whether or not damage is caused by fair wear and tear and NEC's decision will be final.
- 10.2 All monies payable to NEC under this Agreement shall be paid as they fall due (whether or not NEC has raised an invoice therefor) and if the Licensee fails to pay (or only pays part of) the Fee or any other amounts due from time to time to NEC then, without prejudice to all other rights of NEC, NEC shall be entitled to charge interest on the full balance outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.
- 10.3 The Fee is payable as set out in the Commercial Details and this clause 10. Unless stated elsewhere in this Agreement or in writing by NEC, the Fee includes:-

- 10.3.1 Rates: all local authority rates and taxes relating to the Venue including the offices allocated to the Licensee; and
 - 10.3.2 Insurance: a contribution to the premiums borne by NEC for public liability insurance (in the joint names of NEC and the Licensee and its Exhibitors and their respective contractors) in accordance with NEC's obligations under this Agreement; and
 - 10.3.3 provision of the Services; and
 - 10.3.4 use of the Venue in accordance with this Agreement.
- 10.4 If the Licensee requests NEC to undertake tasks and/or provide goods or services which NEC is not obliged to undertake or provide as set out in this Agreement ("**Additional Services**"), then NEC shall be entitled to make an additional charge for those Additional Services. If NEC requires, the Licensee shall pay such additional charge prior to commencement of the relevant Licence Term. In some instances, this may mean that NEC will have to estimate charges for the Additional Services. As soon as practicable after the end of the Licence Term, any difference between the estimated charge for the Additional Services and the actual charge for the Additional Services will be invoiced or re-imbursed (as the case may be) by NEC. Any invoice raised by NEC in this regard will be immediately payable. NEC shall decide in its sole discretion as to what constitutes an Additional Service.
- 10.5 The Licensee acknowledges and agrees that NEC may appoint sub-contractors to perform the whole or any part of the Additional Services ("**Sub-Contractors**"). If NEC engages any such Sub-Contractors then NEC shall be liable to the Licensee for the acts and omissions of Sub-Contractors to the extent that such act or omission is committed or omitted in the proper performance of the Additional Services, but not otherwise. Provided that the Licensee acknowledges and agrees that NEC's liability to the Licensee for the acts and omissions of Sub-Contractors shall be no greater than such compensation as may be received by NEC from Sub-Contractors (whether or not by way of indemnity). NEC shall pursue Sub-Contractors for such compensation as NEC is entitled to under the contract by which Sub-Contractors are engaged to perform Additional Services so long as the cost thereof is not disproportionate to the compensation reasonably recoverable by NEC. NEC shall not be liable to make payment of compensation to the Licensee in relation to any liability caused or contributed to by an act or omission of any Sub-Contractor unless and until NEC has received the corresponding amount of compensation from the Sub-Contractor in question. In any event (and notwithstanding Clauses 12.3, 12.4, 12.5 and 12.6), NEC shall not be liable to the Licensee in contract, tort (including negligence) or otherwise, howsoever arising out of or in connection with the provision of the Additional Services for any loss of profits, revenue, business opportunity or reputation (in each case whether direct or indirect) or any other indirect or any consequential loss.
- 10.6 All charges to be paid under this Agreement are exclusive of value added tax which, where applicable (or where optional, if NEC elects or has elected to make the charge), will be charged to the Licensee at the appropriate rate or rates from time to time in force.
- 10.7 If the Licensee does not for whatever reason use the Venue for the Exhibition during the whole of or any part of each Licence Term, the Licensee shall (without prejudice to any other claim of NEC arising as a result of that failure) pay to NEC (and in addition to the Fee) all costs incurred by NEC in relation thereto.
- 10.8 The Licensee shall at all times keep NEC indemnified against all actions, claims, demands, damages, expenses, compensation, costs, charges, liabilities and proceedings which may arise in any manner whatsoever in relation to:-
- 10.8.1 cancellation of the Exhibition (in whole or in part);
 - 10.8.2 closure of any stand at the Exhibition;
 - 10.8.3 all costs and liabilities incurred by NEC as a result of the actual number of attendees at the Exhibition exceeding the Anticipated Number of Attendees;

- 10.8.4 the removal, ejection or denial of access (as the case may be) of any person to or from the Exhibition;
- 10.8.5 any breach or alleged breach by the Licensee or by any persons invited directly or indirectly by the Licensee on to the Venue of any of the provisions of the Law and/or NEC's Standard Contractual Terms or of any provisions of this Agreement; and
- 10.8.6 any default in relation to any of the Licensee's obligations to vacate the Venue on time and in the same condition as the Venue was in at the commencement of each Licence Term.
- 10.9 If the NEC issues the Licensee with a statement setting out the value of any credits or rebates due to the Licensee it is the Licensees responsibility to make written application to claim such credits or rebates.

11. **NEC'S AND RELATED RIGHTS**

Notwithstanding any rights granted to the Licensee, at any time:-

- 11.1 NEC (and all persons authorised by NEC) has the exclusive right to:-
- 11.1.1 place all advertising space in the Centre other than in the Halls within the Venue in the positions that NEC thinks fit;
- 11.1.2 supply:-
- (a) all gas and compressed air whether from the mains or in bottles;
 - (b) all electricity whether from the mains, batteries or generators;
 - (c) all of the Services; and
 - (d) all connections to the stands (in the case of an Exhibition) and/or to the stage (in the case of a concert or rendition or other performance) for the supply of gas, water, compressed air, internet connections, telephones and electricity and for the removal of waste,
- to the Venue, to the Licensee and the Exhibitors and its and their respective contractors, sub-contractors, agents and employees provided that in the case of electricity NEC's right to supply shall extend up to but not beyond the distribution point or points on individual stands;
- 11.1.3 have one or more sponsors for the Venue and to require the Licensee to publicise the sponsor's interest in the Venue in such manner as NEC shall reasonably require;
- 11.1.4 approve all posters, advertisements, prospectuses, programmes and other publicity material relating to the Exhibition;
- 11.1.5 suspend or control in such manner and to such degree as it may consider necessary any situation or event arising or occurring during each Licence Term which in its opinion is contrary to the provisions of this Agreement or which is likely to cause the Licensee to become in breach of its obligations under this Agreement or which constitutes or may constitute a serious danger to public safety without becoming liable to the Licensee for any loss which they may in consequence sustain except in so far as NEC is itself responsible for the situation or event;
- 11.1.6 sell tickets for the Exhibition in accordance with the Box Office Agreement;

- 11.1.7 charge the Licensee a facilities fee at NEC's normal rates on advertisements placed by the Licensee at the Centre; and
- 11.1.8 make arrangements for the broadcasting, recording or televising of the Exhibition and to retain all payments made in respect of such broadcasting, recording or televising, unless otherwise agreed in writing with the Licensee.
- 11.2 NEC (and all persons authorised by NEC) shall have the non-exclusive right:-
- 11.2.1 for all persons that are agents, employees or invitees of NEC at the Centre who produce to the Licensee an official pass issued by NEC to enter the Venue without payment at any time during each Licence Term;
- 11.2.2 to take action as it sees fit in relation to the Centre and the Venue to ensure good conduct and safety at the Venue including inspecting, maintaining, replacing and modernising the Venue and its services whether or not this involves erection of scaffolding, the use of other temporary structures or equipment around or within all or a part of the Venue even though this may cause loss of light, smell, noise or vibration and inconvenience to visitors;
- 11.2.3 to enter the Venue for any purpose including inspecting, altering, repairing, maintaining, renewing, modernising, cleaning or adding to the Venue or any part of the Venue or any present or future sewers, drains, watercourses, cisterns, water pipes, gas pipes, gas meters, electric wires, electric meters, telephones, ventilating pipes, flues, shafts, heating and ventilating apparatus, television or wireless equipment, cabling or ducting or chimneys, ladders or other convenience in, upon, over or under the Venue;
- 11.2.4 if any sum that is due and payable by the Licensee to NEC and which remains unpaid, to take possession of any property of the Licensee on the Venue at that time and to retain possession until the sums owing are paid and if payment is not made within 14 days of NEC taking possession of the property to sell that property and to use the proceeds (after deduction of the costs of taking possession, storage and sale) to make that payment provided that (a) any leftover money or property after payment has been made and costs met will be returned to the Licensee and (b) that if the monies are not adequate to meet such obligations and costs the Licensee will remain liable for any outstanding balance. The Licensee shall have no claim against NEC for taking possession of the property or in relation to the conduct of the storage or of the sale.
- 11.3 Notwithstanding any rights granted to the Licensee, from time to time and at all times after the date of this Agreement NEC, Birmingham City Council, Railtrack Network Rail (or its successors)] and all other owner or owners for the time being of any adjoining or neighbouring land shall enjoy:-
- 11.3.1 the free and uninterrupted passage and running of water, sewage, gas and electricity and other services from or to all or any part of the present or future buildings erected on the property at which the Venue is situated or any adjoining or neighbouring land through the sewers, drains, watercourses, water pipes, gas pipes, electric wires and other media which are now or may after the date of this Agreement be upon, in, under or over the Venue; and
- 11.3.2 the right to develop the adjoining or neighbouring land in any manner and for any purposes and to erect, maintain, alter, demolish or reconstruct or repair any buildings on the land and carry out work of any nature on the land and to erect scaffolding around the Venue even if this means that the free access of light and air to the Venue or any part of the Venue may be impaired and even if this means that the use and enjoyment of the Venue may be impaired due to noise, smell, smoke, vibration or other effects. NEC will use all reasonable endeavours to ensure that the holding of the Exhibition is not materially and adversely affected by any of the above.
- 11.4 NEC shall at all times have a right of access to the Venue to exercise its rights under the Agreement.

11.5 NEC may suspend the rights granted to the Licensee (in whole or in part) or control in the manner and degree which it considers necessary if any situation or event occurs during each Licence Term which in NEC's opinion conflicts with this Agreement or which is likely to cause the Licensee to become in breach of its obligations under this Agreement or which constitutes or may constitute a serious danger to public safety.

11.6 NEC may decide in its sole discretion whether or not it will exercise its rights under the Agreement. NEC shall be under no implied obligation to exercise any of such rights. Those rights reserved to NEC which are exercisable during each Licence Term shall be exercised in such a manner as to cause as little disruption as is reasonably practicable to the Venue and to the holding of the Exhibition and as little nuisance or annoyance as is reasonably practicable to any persons or property for the time being on the Venue.

12. **INSURANCES AND EXCLUSION OF LIABILITY**

12.1 For the first Licence Term NEC shall have in place and maintain:-

12.1.1 material damage and consequential loss insurance policies in respect of the property of NEC with insurance offices or underwriters of repute; and

12.1.2 public liability insurance in the joint names of NEC and of the Licensee and its Exhibitors and the contractors to the Licensee and its Exhibitors. The public liability insurance arising out of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed £100,000,000 (one hundred million pounds) but shall be unlimited in any one period of indemnity. If the Licensee or its Exhibitors causes or contributes to the occurrence giving rise to the claim in question the Licensee will keep NEC fully and effectively indemnified in respect of all amounts paid or payable by NEC in respect of the deductible applicable to such claim; and

12.1.3 notwithstanding that NEC agrees to provide security services in accordance with the Services, all public liability insurance (other than that taken out by NEC) and all insurances against loss of or damage to the property and effects of the Licensee, its Exhibitors and its and their respective contractors, sub-contractors and agents or against consequential loss suffered by them or against death, injury, loss or damage suffered by any persons employed by any of them or to the property and effects of such persons or any of them shall be the responsibility of the Licensee or other the persons affected (but not so as thereby to impose any obligation to effect such insurance); and

12.1.4 the Licensee shall indemnify and keep indemnified NEC against all claims and related costs which may be made against or incurred by NEC in relation to the circumstances referred to in clause 12.1.3 except for death, injury, loss or damage caused by or arising out of the negligence or breach of statutory duty of NEC or its servants or agents.

12.2 NEC shall notify upon written request the insurances NEC has in place for the Second Licence Term and subsequent licence terms.

12.3 NEC shall upon request provide the Licensee (for itself and its Exhibitors and its and their contractors) not later than 30 days before the commencement of each Licence Term with details of the amount and extent of the cover provided by the insurances effected under clause 12.1 and other information and details as the Licensee may reasonably require in relation to the insured risks and the terms and conditions of and exceptions from the insurances in effect for the Licence Term. The Licensee, its Exhibitors and its and their contractors shall be deemed to have full notice of the amount and extent of the cover and of such terms conditions and exceptions whether or not such details are requested.

12.4 Subject to NEC's obligation to have in place and maintain insurance policies and to provide security services pursuant to this Agreement, NEC shall not be responsible to the Licensee under this Agreement or under any public or private statute or at common law for:-

12.4.1 damage which may be done to the Venue; or

- 12.4.2 for loss or damage to the goods or property for the time being on the Venue or on the Centre; or
- 12.4.3 for any financial loss (whether direct or indirect) which may be suffered by any person (including the Licensee); or
- 12.4.4 for death, injury, nuisance or annoyance which may be suffered by any person (including the Licensee) for the time being on the Venue or on the Centre,

whether:-

- (a) by reason of any act or omission of NEC or any agent or employee of NEC or of any other person entering upon or using the Venue or any part of the Centre; or
- (b) by reason of defective buildings or defective working, leaking, stoppage or breakage of any pipes, wires, appliances, apparatus or machinery; or
- (c) by reason of fire, flood, explosion or other cause of whatever nature, except only death or injury caused by or arising out of the negligence of NEC or its employees or other agents.

12.5 NEC shall not be responsible to the Licensee under this or any other agreement between NEC and the Licensee for the provision of goods or services by NEC relating to the Exhibition for loss, damage, death, injury, nuisance or annoyance except (a) to the extent that such other agreement expressly provides otherwise, (b) for death or injury caused by the negligence of NEC or its employees or other agents and (c) to the extent of any cover afforded by any of the insurance policies to be effected and maintained by NEC as expressly provided in this Agreement.

12.6 The obligations of the Licensee under this Agreement (including payment obligations) shall not be cancelled or affected by reason of the user of all or part of the Venue being prevented or restricted by any regulation made or action taken by Parliament or any local authority or other body or by the failure by the Licensee to obtain, or by any local authority or other body to grant, any necessary licence, permission or approval or by the revocation of any such licence, permission or approval or by a failure by the Licensee to comply with any conditions to which any such licence, permission or approval is subject.

12.7 If NEC is prevented from fulfilling any part or parts of its obligations under the Agreement by reasons beyond its control, NEC shall be under no liability to the Licensee or its Exhibitors for any loss which it or they may sustain in consequence.

12.8 The parties have considered the exclusions and limitations of liability contained in this Agreement in the context of all of the circumstances of the transaction which this Agreement records (including the Commercial Details, the parties' respective insurance cover, their obligations to take out and maintain insurance and custom and practice in the exhibition industry in the United Kingdom) and all of the factors referred to in Schedule 2 of the Unfair Contract Terms Act 1977 and having given all such matters their complete, careful and judicious assessment they each consider that such exclusions and limitations are, in all the circumstances, both fair and reasonable. The Licensee acknowledges and agrees that but for such exclusions and limitations (as provided in this Agreement) NEC would not have entered into this Agreement. The Licensee further acknowledges that, in the context of this Agreement, there is no inequality of bargaining power as between NEC and the Licensee.

13. **TERMINATION**

13.1 Without prejudice to any rights or remedies of NEC, NEC shall be entitled to terminate this Agreement with immediate effect by giving notice in writing if:-

- 13.1.1 any monies (and interest) payable by the Licensee under this Agreement remain unpaid for 14 days after the due date for payment (whether NEC has demanded payment or not). Unless otherwise stated in this Agreement payments made under this Agreement prior to the date of NEC giving notice shall not be refundable and the balance of all outstanding monies shall become payable immediately on such termination; or
- 13.1.2 the Licensee fails to perform, any of its obligations under the Agreement and on receipt of a written notice from NEC (specifying the breach and requiring the breach be notified be rectified) failing to rectify the breach:-
 - (a) at any time during each Licence Term for longer than 24 hours after NEC has given such notice (whether given during or before the commencement of each Licence Term); or
 - (b) at any time outside the Licence Term for longer than 7 days after NEC has given the notice; or
- 13.1.3 the Licensee becomes Insolvent.

14. **CANCELLATION**

- 14.1 The Licensee acknowledges and agrees that circumstances may arise which prevent an Exhibition from being staged and that these are at the Licensee's sole risk save only to the extent that such circumstances are solely and directly attributable to any act or omission on the part of NEC which results in the Centre being unfit to stage the Exhibition. If by reason of any circumstances (including acts of terrorism, fire, pandemic, adverse weather conditions, explosion of any kind, governmental action, legal compliance, disruption to the supply of electricity, gas or water, industrial action, shortage of materials, failure of any previous licensee or exhibitors to vacate all or any part of the Venue) NEC considers that an Exhibition cannot proceed, then NEC shall notify the Licensee. Unless the Licensee and NEC can agree upon an alternative response to those circumstances, by giving written notice to the Licensee NEC shall be entitled (as long as those circumstances subsist) to cancel such Exhibition and/or suspend the staging of such Exhibition without incurring any liability therefor whatsoever. If NEC gives such notice to the Licensee, NEC shall be entitled to retain all monies paid to NEC prior to service of such notice and to seek immediate payment of all monies due to NEC from the Licensee. Before serving any such notice, NEC will enter into discussions with the Licensee with the intention of moving such Exhibition to an alternative venue under NEC's control or otherwise varying the dates comprising the Licence Term so that the circumstances giving rise to the prevention of the Exhibition can be avoided.
- 14.2 If an Exhibition is cancelled or suspended by NEC:-
 - 14.2.1 NEC shall be under no liability to the Licensee or its Exhibitors for any loss which it or they may sustain as a result of that cancellation or suspension;
 - 14.2.2 time for performance of those of the parties' respective obligations under this Agreement which are affected by such cancellation or suspension shall be extended by a reasonable time, but such obligations shall be met in full and in accordance with this Agreement following any such suspension being lifted;
 - 14.2.3 the rights of either party under this clause 14.2 are without prejudice to any rights of such party against the other in respect of any claim accrued under this Agreement up to the date of commencement of such cancellation or suspension.
- 14.3 If at any time after the signing of the Agreement the Licensee cancels any Exhibition or purports to cancel any Exhibition or to reduce or purport to reduce the size of the Venue:-
 - 14.3.1 without prejudice to all other rights available to it NEC will be entitled to demand and receive immediate payment of the Fee, such demand being without prejudice to the right of NEC to claim in respect of any additional loss, damage, cost or expense consequent upon such cancellation;

14.3.2 (unless the reason for such cancellation or reduction (as the case may be) is directly attributable to NEC's breach of this Agreement) this Agreement shall be regarded as having been repudiated by the Licensee without cause; and

14.3.3 the Licensee shall pay all other monies due to NEC.

14.4 If the Exhibition cannot be mounted for any reason other than breach of the Licensee's obligations under this Agreement, NEC shall endeavour to relet the Venue during the Licence Term. If NEC is successful in reletting the Venue during the Licence Term but not otherwise, NEC shall credit the Licensee with a rebate of the Fee calculated as follows:-

14.4.1 if NEC receives from such reletting an amount equal to or more than 110% or more of the Licence Fee paid by the Licensee to NEC, the rebate shall be 100% of the Licence Fee;

14.4.2 if NEC receives from such reletting an amount between 90% and 110% of the Licence Fee paid by the Licensee to NEC, the rebate shall be 80% of the Licence Fee;

14.4.3 if NEC receives from such reletting an amount between 70% and 90% of the Licence Fee paid by the Licensee to NEC, the rebate shall be 60% of the Licence Fee;

14.4.4 if NEC receives from such reletting an amount between 50% and 70% of the Licence Fee paid by the Licensee to NEC, the rebate shall be 40% of the Licence Fee;

14.4.5 if NEC receives from such reletting an amount between 30% and 50% of the Licence Fee paid by the Licensee to NEC, the rebate shall be 20% of the Licence Fee;

14.4.6 if NEC receives from such reletting an amount less than 30% of the Licence Fee paid by the Licensee to NEC, no rebate shall be payable.

14.5 If at any time prior to the commencement of the Licence Term for any part of the Venue this Agreement is terminated by NEC (whether for breach of contract by the Licensee or otherwise) in accordance with the Agreement, or NEC reasonably considers that the Licensee has wrongfully terminated this Agreement, then NEC shall, without prejudice to all other rights available to it, be entitled to retain all such part of the Fee previously paid by the Licensee to NEC and to demand and to receive immediate payment of the balance of the Fee. In addition, NEC will be entitled to claim reimbursement from the Licensee of all outgoings specifically incurred by NEC in relation to the Exhibition (excluding those covered by the Fee to the extent that the Fee has been received by NEC) including any additional charges chargeable to the Licensee in accordance with the Agreement. If NEC undertakes a public relations exercise to deal with enquiries and complaints from members of the public/trade in relation to the cancellation of the Exhibition, NEC shall be entitled to reimbursement of its costs thereby incurred up to the Administration Charge.

15. MISCELLANEOUS

15.1 If there is any conflict between the following, to the extent that there is any conflict only, the order of precedence shall be:- (1) the Commercial Details; (2) Standard Contractual Terms; (3) NEC Self Regulating Handbook; and (4) The Rules and Regulations.

- 15.2 All notices or other formal communications to NEC or the Licensee shall be in writing and may be delivered personally or by first class prepaid letter post, recorded delivery post or facsimile (confirmed, in the case of a facsimile, by a first class prepaid letter sent within twenty-four hours of the despatch of such facsimile) and shall be effective at the time of receipt of such letter or facsimile if addressed to the receiving party's address as stated in the Commercial Details (and, in the case of a facsimile, if confirmed as specified above) or at such other address as either of such parties may, after the date of this Agreement, specify to the other by prior notice in writing. Proof of posting or other method of communication shall be deemed to constitute receipt in accordance with this clause provided that at any time during each Licence Term any notice to be served upon the Licensee may (as an alternative to the methods of service referred to above) be served by delivering the same by hand to such official (or any one of the various officials) of the Licensee as may be designated by the Licensee by notice in writing to NEC or, if no such official shall have been designated or if no such designated official can be found on the Venue at the relevant time, by communicating it to any officer or member of the exhibition staff of the Licensee.
- 15.3 It is agreed and declared that (except in so far as this Agreement relates to halls 9, 10, 11, 12, 17, 18, 19 and 20 as to which NEC is contracting on its own account), NEC is contracting as managing agent of Birmingham City Council and that all rights and obligations of NEC under this Agreement (other than those in respect of which NEC is acting as principal) shall be enforceable by and against the Council accordingly. NEC warrants that it has full power and authority to enter into this Agreement on behalf of the Council and, in relation to the halls and the car park specified above, on its own behalf and is authorised to accept service of all notices and proceedings arising under this Agreement.
- 15.4 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not of itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.
- 15.5 This Agreement does not create any right enforceable by any person not a party to it apart from Birmingham City Council and Network Rail. This clause does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Right of Third Parties) Act 1999.
- 15.6 Except as otherwise provided in this Agreement, every question, dispute or difference arising between the parties with reference to this Agreement or the rights, duties or liabilities of either (or any) party under this Agreement or with regard to the construction of any of the clauses of this Agreement or as to any act or thing to be done under this Agreement or arising out of anything contained in this Agreement whether during its continuance or upon or after its determination, whether by effluxion of time or by the act of either NEC or the Licensee or otherwise, shall be referred to a single arbitrator to be appointed in case of difference by the President for the time being of the Institute of Arbitrators at the instance of the party first applying to him, and this shall be deemed to be an arbitration agreement within the provisions of the Arbitration Act 1996 which shall continue in force notwithstanding the termination or cancellation or repudiation of this Agreement by either NEC or the Licensee. The law applicable to this Agreement is English law.
- 15.7 The Licensee acknowledges that in entering into this Agreement it has not relied on any statements, written or verbal, on the part of NEC which are not contained or specifically referred to in this Agreement or in any separate agreement for the provision of services in connection with the Exhibition entered into between NEC and the Licensee. This acknowledgement does not extend to fraudulent statements.

16. **DEFINITIONS AND INTERPRETATION**

16.1 In the Agreement:-

- 16.1.1 words and phrases described in the Commercial Details shall have the same meanings and interpretation in NEC's Standard Contractual Terms and the Rules and Regulations; and
- 16.1.2 the following expressions shall, except where the context otherwise requires, have the following meanings. In this clause 16.1 references to clause shall be a reference to clauses of NEC's Standard Contractual Terms unless otherwise stated:-

"Additional Services"	is defined in clause 10.4
"Administration Charge"	an amount equal to 10 per cent of the Fee
"Agreement"	is defined in the introduction to NEC's Standard Contractual Terms
"Box Office Agreement"	the agreement entered into (if any) between NEC and the Licensee for the sale of tickets by NEC on behalf of the Licensee for the Exhibition
"Centre"	the centre known as the National Exhibition Centre
"Code"	any code adopted by NEC from time to time in relation to this Agreement including codes of practice and any codes referred to in this Agreement
"Commercial Details"	the commercial details including the Special Conditions (if any) of the hire of Venue contained within the Hire Agreement
"Designated Premises Supervisor"	the premises supervisor designated by NEC from time to time
"Exhibition Profile"	is set out in the Commercial Details
"Exhibition"	is set out in the Commercial Details
"Exhibitor"	any person to whom the Licensee delegates certain of its rights under this Agreement such as but not limited to exhibitors holding stands and floor space within the Venue
"Fee"	is set out in the Commercial Details
"First Licence Term"	is set out in the Commercial Details
"Fourth Licence Term"	is set out in the Commercial Details
"First Rollover Licence Term"	is defined in clause 3.1.1
"Hall"	is set out in the Commercial Details
"Hire Agreement"	the agreement for the Hire of the Venue between the Licensee and NEC
"Insolvent"	in relation to the Licensee the happening of one or more of the following events:- (a) if the Licensee enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company); or (b) if an application is made to the court for the appointment of an

	<p>administrator in respect of the Licensee; or</p> <p>(c) if any other act or step is taken whether by the Licensee itself or by any other person with a view to the appointment of an administrator of the Licensee; or</p> <p>(d) if an administrative receiver is appointed of the Licensee's undertaking or any part thereof; or</p> <p>(e) if there is proposed in respect of the Licensee a company voluntary arrangement (with or without a moratorium) under the Insolvency Act 1986 as amended; or</p> <p>(f) if the Licensee, whether or not it is a company, shall suffer any distress or execution to be levied on its goods or any other proceedings shall be instituted in respect of it under the Insolvency Act 1986 (as from time to time re-enacted or amended); or</p> <p>(g) any action similar to the foregoing shall be taken by or in respect of the Licensee under the laws applicable in any jurisdiction outside the United Kingdom</p>
"Law"	<p>(a) any relevant Act of Parliament or other legislation having effect in England, including the Offices, Shops & Railway Venue Act 1963, the Health and Safety at Work etc., Act 1974 and the National Exhibition Centre and Birmingham Municipal Bank Act 1976 ("NEC Act") or any Codes, orders, byelaws, regulations or rules thereunder now existing or hereafter passed and in particular the Borough of Solihull (National Exhibition Centre) Regulations 1978 made under section 4 of NEC Act;</p> <p>(b) the Rules and Regulations; and</p> <p>(c) any licence for the sale of tobacco, wine, beer or spirits or for theatrical, dancing, cinematograph or boxing performances or displays on the Centre or any other licence or licences relevant to the Exhibition</p>
"Leftover Materials"	all structures, goods and waste and other materials brought onto the Venue or any other part of the Centre or otherwise generated by the Licensee or by any Exhibitors or by their respective contractors, employees or agents (except for waste which NEC is responsible for removing as part of the Services)
"Licence Period"	is set out in the Commercial Details
"Licence Term"	is set out in the Commercial Details
"NEC Group Accident Handling, Reporting and Investigation Policy"	The NEC Group Accident Handling Reporting and Investigation Policy from time to time in force the current version of which has been provided to and read by the Licensee and is also available for download from NEC's Website; http://www.necgroup.co.uk
"NEC Self-Regulating Process"	the National Exhibition Centre Self Regulating Process Handbook from time to time in force the current version of which has been provided to and read by the Licensee and is also available for

Handbook"	download from NEC's website: http://www.necgroup.co.uk
"NEC's Standard Contractual Terms"	NEC's general terms of hire of the Venue from time to time
"Open Period"	is set out in the Commercial Details
"Premises Licence"	the licence from time to time applicable to the Centre permitting alcohol to be sold or supplied on the premises at the Centre and/or entertainments to be conducted at the Centre
"Rollover Notice"	is defined in clause 3.1.1
"Rules and Regulations"	the rules and regulations concerning the use and occupation of the Venue and the Centre, as imposed by NEC and for the time being and from time to time in force the current version of which has been provided to and read by the Licensee and is also available for download from NEC's website: http://www.necgroup.co.uk
"Second Licence Term"	is set out in the Commercial Details
"Second Rollover Licence Term"	is defined in clause 3.2.1
"Services"	are detailed in the Services Schedule to the Hire Agreement
"Term"	the First Licence Term, the Second Licence Term, the Third Licence Term and the Fourth Licence Term and any extension in accordance with clause 3.4
"Third Licence Term"	is set out in the Commercial Details
"Third Rollover Licence Term"	is defined in clause 3.2.1
"Venue"	the Venue described in or ascertained in accordance with the Commercial Details including any conference facilities referred to therein

- 16.2 A "party" means any party to this Agreement individually and "parties" refers to all of the parties to this Agreement collectively. A party shall include all permitted assigns of the party in question.
- 16.3 A "person" includes any individual, incorporated or unincorporated entity or association.
- 16.4 Any reference to, or to a provision of, any document (including this Agreement) shall be construed as a reference to that document or provision as amended from time to time in writing, whether before or after the date of this Agreement.
- 16.5 The headings in this Agreement are inserted for convenience only and shall be ignored in construing or interpreting this Agreement.

- 16.6 All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends consolidates or replaces the same (whether or not such statute or statutory provision has retrospective effect) and shall include any orders, regulations codes of practice, instruments or other subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it.
- 16.7 Where a term of this Agreement provides for a list of items following the word "including" or "includes" then such list is not to be interpreted as being an exhaustive list. Any such list shall not be treated as excluding any item which might have been included in such list having regard to the context of the contractual term in question. The ejusdem generis principle is not to be applied when interpreting this Agreement. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words. Wherever the word "including" is used in the Agreement, it shall be deemed to be read as if the words "without limitation" follow immediately after the word "including".
- 16.8 Except where an express provision of this Agreement states the contrary, each and every obligation of a party under this Agreement is to be performed at that party's cost.
- 16.9 Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question.
- 16.10 Any reference in this Agreement to a party "procuring" another person to act or omit to act in a certain manner shall mean that the party so procuring shall be liable for any default by the person acting or omitting to act in that manner.
- 16.11 All references to an agreement include (subject to all relevant approvals) a reference to that agreement as amended, supplemented, substituted, novated or assigned from time to time.
- 16.12 Any reference to time of day shall be a reference to London time.
- 16.13 Where a party incurs an obligation under this Agreement and such obligation is created by the use of words such as "shall", "will", "undertakes to", "must", "agrees to" or any other verb which implies that a party has so incurred such obligation, it is agreed that all obligations shall not be distinguishable from one another by reason only of the verb used when creating such obligation. Any obligation under this Agreement by a party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 16.14 All references in this Agreement to "Exhibition" shall be interpreted to refer to each staging of the Exhibition in each of the First Licence Term, Second Licence Term, Third Licence Term and Fourth Licence Term (individually, collectively or in any combination thereof).

RULES AND REGULATIONS

[TO BE SUPPLIED BY NEC AS A SEPARATE DOCUMENT ON A CD WHEN THE AGREEMENT IS ISSUED]