

Exhibitor Terms & Conditions

Introduction

CityX Ltd is a company registered in England. Our company registration number is 11203253 and our registered office is at Think Tank, Ruston Way, Lincoln, LN6 7FL (“**we/ us**”). Our registered VAT number is 300953727. These terms and conditions set out the basis on which we have agreed to provide you (“**you**”) with an Exhibition Space at an Exhibition.

1. Making a booking

1.1 If you wish to book an Exhibition Space at an Exhibition, we will agree with you the booking you would like to place. Our acceptance of your booking will take place when we accept your booking in writing whether by counter-signing a booking form and returning a copy to you or otherwise at which point a contract will come into effect between you and us (“**Booking**”).

1.2 When we accept your Booking, it shall be incorporated into, and be subject to the terms and conditions set out in this Agreement. These terms and conditions shall take precedence over your Booking except to the extent that your Booking expressly overrides these terms and conditions. The Agreement comprises the Booking and these terms and conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which may be implied by law, other than the explicit terms set out in this Agreement.

1.3 Acceptance of a Booking shall not (unless it expressly stated otherwise) prejudice any rights, obligations and/or remedies both you and us may have and which have accrued independently under this Agreement.

2. Exhibition Space

2.1 You shall occupy the booked Exhibition Space as our licensee. You shall not obtain any right of exclusive possession, occupation of and/or any other proprietary interest in the Exhibition Space. You shall not sublet, part with or share occupation of the Exhibition Space or any part of it. You may, with our prior written consent, share occupation of the Exhibition Space with other companies which are in the same corporate group as you or which are directly associated in business with you.

2.2 We reserve the right to make changes in the layout of the Exhibition between at any time including, for example, due to a need to accommodate additional features or events in the Exhibition or to comply with any requirements or regulations of the Authorities and/or the owner/operator of the Venue.

Accordingly, the allocation of an Exhibition Space number or description of a

particular position on the plan for or the layout of the Exhibition is provisional and subject to alteration. If, as a result of any such changes, we need to reduce the size of your Exhibition Space, the Charges shall be reduced pro-rata to the reduction in the size of your Exhibition Space.

2.3 The normal height limit on display spaces or other items is 2.5 metres. If you wish to construct a display of over 2.5 metres, you shall submit a proposal plan to us for our review and obtain our written approval.

2.4 You shall ensure that your Exhibition Space is clean, tidy and in good order at all times. If you fail to do so to our satisfaction, we reserve the right to remedy this at your cost and expense.

2.5 We will provide you with a cleaning service at no extra cost. You shall to deposit all rubbish from your Exhibition Space so that it is accessible for the cleaners at the end of each day of the Exhibition.

2.6 In certain circumstances, you may wish to organise activities or events in your Exhibition Space which are or may in our opinion involve some risk to participants, the public and/or other people at the Exhibition or their property. In these circumstances, we may require you to:

2.6.1 enter into a separate indemnity by way of deed in our favour and/or such other person we may specify in respect of any liability arising from or in connection with such activity or event; and

2.6.2 obtain from participants a form of waiver and/or indemnity in terms that we approve and/or as may be required by a Venue.

3. Exhibits

3.1 All Exhibits must be properly protected so as to avoid danger to any person(s) visiting or taking part in the Exhibition.

3.2 Exhibits must be removed from the Exhibition by the time we specify.

4. Admissions, Passes & Exhibition Guide

4.1 You shall ensure that any non-transferable passes supplied to admit you, your employees, agents, contractors, guests and/or visitors are presented on request. If you attempt to transfer such a pass or otherwise dispose of it, it shall become immediately forfeited and no further passes shall be issued.

4.2 We reserve the right to refuse admission to and expel from the Exhibition any person(s) for any reason whatsoever at our sole discretion.

4.3 We may publish an official guide to the Exhibition. If we do, you shall provide us with such information as we may require in connection with this guide. However, we are not responsible nor liable for any omissions and/or errors in the guide unless we have been notified in writing of such omissions and/or errors by the dates which are specified in the Exhibition Regulations.

5. Exhibition Regulations

5.1 You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with the Exhibition Regulations and any reasonable instructions given to you by us or on our behalf in connection with the Exhibition. The Exhibition Regulations will cover such topics as (a) stand design and presentation, (b) erection and clearance of stands, (c) restrictions on permitted activities during the Exhibition, (d) arrangements for celebrity appearances, (e) exclusions of dangerous materials and fire precautions, (f) compulsory insurance, (g) trading standards and counterfeit goods, (h) electrical installations, (i) admissions and passes, (j) sound and radio equipment, (k) storage of stock, and (l) stand opening times.

5.2 The detail of the Exhibition Regulations varies from exhibition to exhibition. We can provide you with an example of the Exhibition Regulations drawn up for a previous exhibition, if you request one from us.

5.3 It is possible that the Authorities and the owner/operator of the Venue may also impose certain additional requirements and regulations with regard to the Exhibition. Such requirements and regulations may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with any such regulations or requirements.

6. Installations, Sound & Visual Aid Equipment

6.1 Any and/or all electrical installations must be undertaken by an official electrical contractor. No electrical work shall be permitted if, in our opinion, it may become a nuisance to the other exhibitors, visitors and /or guests.

6.2 You shall not use sound amplification equipment unless the sound is contained within the area of your allotted Exhibition Space. You shall ensure that any visual aid equipment for your stand shall also be positioned so that intending viewers congregate within the limited area of your Exhibition Space.

6.3 You shall ensure that no leads connected to any device shall be taken outside the limited area of your allotted Exhibition Space and are appropriately routed to ensure that they do not form a hazard.

7. Fire Risks & Safety

7.1 You shall comply with all fire and safety regulations which apply to the Exhibition at the Venue. Aisles and fire exits must be kept clear of Exhibits. All materials used for the interiors of stands must be thoroughly fire-proofed to the satisfaction of the Venue's fire advisor and failure to do so may result in the removal of all offending fittings. Plastics should not be used in the construction of stands without our written permission. If you suspect or discover an outbreak of

fire, however slight, you must make immediate use of the extinguishers and notify the Venue organiser immediately.

7.2 You shall notify us if you would like to bring into the Venue any substance or article which might potentially be hazardous, and shall ensure that any requirements which we may impose in relation to dealing with that substance or article are complied with. For the purposes of this clause 7, “**Hazardous**” means, in relation to any substance anything that, in our opinion, may (a) create a risk of fire, explosion and/or the release of noxious gases, (b) soil and/or cause damage to the Venue or its contents, and/or (c) cause any risk to the health or safety of occupants of the Venue

8. Cancellations & Change of Venue

8.1 We reserve the right to cancel, postpone or move the Exhibition to another Venue for any reason whatsoever. However, we will notify you as soon as possible if we do so.

8.2 If the Exhibition is cancelled, we will refund you (without interest) any instalments of the Charges you paid to us paid as at the date of cancellation.

8.3 If the Exhibition is postponed or moved to another venue, we will provide you with details of the new dates and Venue. For the avoidance of doubt, this shall not entitle you to terminate this Agreement.

8.4 You agree that we will have no liability under this Agreement in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with respect of any cancellation or postponement of the Exhibition or the move of the Exhibition to a new Venue.

9. Withdrawal

9.1 You can withdraw from the Exhibition at any time by notifying the Company in writing. If you decide to withdraw, a cancellation fee shall become immediately payable by you to us. The cancellation fees are:

9.1.1 more than 6 months before the first day of the Exhibition: 50% of the Charges payable; and

9.1.2 6 months or less before the first day of the Exhibition: 100% of the Charges payable.

Where applicable, the cancellation fee may be set off against any Charges already paid to us. Any remaining balance of the cancellation fee will be payable within 15 calendar days of our invoice for the cancellation fee.

9.2 If you decide to withdraw, we may resell or reallocate your Exhibition Space. However, if we do, we are not obliged to reimburse or reduce any payment you have made.

9.3 For the purpose of this clause 9, withdrawal shall be deemed to be effective on the date upon which we receive your withdrawal notice in writing.

10. Charges & Payment

10.1 You shall pay the Charges in the instalments (if any) shown on the Booking on the date(s) shown on the Booking or as otherwise agreed in writing by you and us. Notwithstanding any other provision of this Agreement, where we have applied any discount, such discount shall cease to apply where you are in breach of this Agreement (including in breach of the Exhibition Regulations).

10.2 You shall also pay to us any additional fees, costs and expenses that we may charge you in accordance with the Exhibition Regulations or for goods or services provided to you at your request by or on our behalf.

10.3 If you fail to make payment of any sums due (“**Debt**”), then you shall be liable to pay (a) an administration fee, and (b) interest (accruing on a daily basis) on the amount unpaid, in each case in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this Agreement) from the due date of payment, both after as well as before any judgment or order.

10.4 Any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid invoice shall be recoverable from you.

10.5 Irrespective of clause 17.2, we shall be entitled to initiate proceedings against you without any notice in order to recover a Debt.

10.6 All sums payable by you under this Agreement are payable in Pounds Sterling to the bank account indicated on the invoice and are exclusive of any tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.

10.7 Except where applicable under clause 9.1, all sums due 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).

10.8 If you breach this clause 10, we may terminate this Agreement immediately by giving you written notice.

11. Intellectual Property

11.1 Any and/or all IP in Exhibits, and shall remain, your property (or the appropriate third-party rights owner(s), if any). You hereby grant (and shall procure the grant of) an irrevocable, non-exclusive, royalty-free, worldwide licence for the duration of the Term to us to use the IP in the Exhibits for the purpose of performing our obligations and exercising our rights under this Agreement.

11.2 Any and/or all IP (other than any third-party IP) arising out of or in connection with our performance of our obligations under this Agreement are, and

shall remain, our property (or the appropriate third party rights-owner(s), if any) (“CityX IP”). Subject to your compliance with this Agreement (including your payment obligations under clause 10, we hereby grant (and shall procure the grant of) to you a limited, revocable, non-exclusive licence for the Term of this Agreement to use to the CityX IP solely for the purpose of performing your obligations under this Agreement.

11.3 If you breach this clause 11, this shall entitle us to terminate this Agreement immediately by giving you written notice.

11.4 You shall fully and effectively indemnify and hold harmless us and our Group Companies against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against ourselves and/or our Group Companies, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any claim that (a) the use of the Exhibits by us and/or our Group Companies, and/or (b) an Exhibit; infringe any third party IP.

12. Data Protection & Confidential Information

Data Protection

12.1 The parties agree to the extent that:

12.1.1 you provide us with any Personal Data under this Agreement, you are the Data Controller and we are the Data Processor of such Personal Data. Such Personal Data may comprise of Personal Data of your employees, agents, contractors, guests and visitors;

12.1.2 we provide you with any Personal Data under this Agreement which is not Lead Data, we are the Data Controller and you are the Data Processor of such Personal Data. Such Personal Data may comprise of any Personal Data of our employees, agents, contractors, guests and visitors;

12.1.3 we provide you with Lead Data, then the Lead Gen Terms and Conditions shall apply.

12.2 Each party warrants, represents and undertakes to the other that:

12.2.1 it complies and shall comply throughout the Term of this Agreement with all applicable Laws in respect of such Personal Data;

12.2.2 it has (or has procured) and shall have (or shall procure) throughout the Term of this Agreement, all necessary permissions, consents and approvals of Data Subjects to provide their respective Personal Data to the other party and if applicable to allow the other party and/or its Group Companies to Process such Personal Data in the course of performing its obligations under this Agreement;

12.2.3 it shall not do or omit to do anything which causes the other party to breach any Data Privacy Laws or contravene the terms of a party’s registration,

notification or authorisation (if applicable) under Data Privacy Laws and/or the registration, notification or authorisation of any of our Group Companies under Data Privacy Laws; and

12.2.4 any such Personal Data is (and shall be) throughout the Term of this Agreement up to date, accurate and complete.

12.3 Your breach of clauses 12.1-12.2 shall entitle us to terminate this Agreement immediately by giving you written notice.

Confidential Information

12.4 Both parties may receive (“**Receiving Party**”) Confidential Information from each other (“**Disclosing Party**”) whether before or after the Start Date of this Agreement. The Receiving Party shall (a) keep the Confidential Information confidential, (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 12.6, or 12.7, and (c) not use the Confidential Information for any purpose other than the performance of its obligations or the enjoyment of its rights under this Agreement (“**Permitted Purpose**”).

12.5 The Receiving Party may disclose Confidential Information to its own officers, directors, employees, contractors and advisers who reasonably need to know for the Permitted Purpose (each a “**Permitted Third Party**”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of these clause 12.4-12.6 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under clauses 12.4-12.6.

12.6 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order providing for the confidentiality of such information.

13. Termination

13.1 Without prejudice to any of our other rights or remedies under this agreement, we may terminate this Agreement with effect at any time by giving you 15 days’ prior written notice.

13.2 We shall be entitled to terminate this Agreement or any order immediately by written notice if you breach the following provisions of this Agreement: clauses 5, 7, 10, 11, 12.1-12.2 and 15.

13.3 Either of us shall be entitled to terminate this Agreement immediately by giving written notice to the other, if one of us (a) commits any material breach of this Agreement and fails to remedy that breach within 15 Business Days’ written

notice of that breach, or (b) commits any material breach of this Agreement that is incapable of remedy.

13.4 A party shall be entitled to terminate this Agreement immediately by giving written notice to the other, if the other party (a) ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency, or (b) has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debt(s).

13.5 If you are a natural person, unincorporated association or unincorporated partnership, then we shall be entitled to terminate this Agreement or an order immediately by giving written notice to you, if you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984.

14. Expiry & Termination Consequences

14.1 Expiry or termination of this Agreement shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

14.2 Upon expiry or termination of this Agreement:

14.2.1 you shall pay any Charges that have been invoiced up to (and including) the expiry or termination date but not paid for;

14.2.2 we will return to you, or destroy your Exhibits and/or other property that you have not collected at the end of the Exhibition. You shall be liable for any costs and expenses incurred and/or our Group Companies by us in returning or destroying such Exhibits and other property; and

14.2.3 you shall immediately cease to be our licensee as set out in clause 2.

15. Liability

15.1 Neither party excludes or limits its liability for (a) death or personal injury caused by negligence; or (b) fraud and/or fraudulent misrepresentation.

15.2 You do not exclude or limit your liability under any indemnities given by you under this Agreement pursuant to clause 15.3. Subject to the other provisions of this clause 15, your maximum aggregate liability to us under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed one million pounds (£1,000,000).

15.3 You shall fully and effectively indemnify and hold us harmless against all losses, actions, costs (including legal fees and disbursements), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with:

15.3.1 any breach of this Agreement;

15.3.2 any of your acts or omissions, or acts of your employees, agents, contractors, visitors and/or guests at the Venue arising out of or in connection with the Exhibition and/or the Venue; and

15.3.3 any claims of infringement of the IP rights of any third party.

15.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for:

15.5 Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Charges you paid to us during the 12 months prior to when the claim accrued

15.6 Except as expressly stated in this Agreement, we do not make any warranties of any kind, whether implied, statutory or otherwise, including any warranties of merchantability, non-infringement or fitness for a particular purpose.

16. General

16.1 **Notices.** All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by first class registered post. The notice shall be deemed to have been given as follows:

16.1.1 if sent by email – within 12 hours of delivery to the sender's ISP provided within that time no notice of delivery failure has been received;

16.1.2 if sent by courier – on the date of delivery; and

16.1.3 if sent by post – 2 Business Days after the notice was posted.

16.2 Disputes. If any dispute arises between us out of or in connection with this Agreement, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or present any right of

action it may have, or from applying for or obtaining emergency or interlocutory relief.

16.3 Force Majeure. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control, and without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against (“**Force Majeure Event**”). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, you may terminate this Agreement by giving us 5 Business Days written notice. A Force Majeure Event shall not entitle to you delay payment of any sums payable under this Agreement.

16.4 Publicity. We expressly agree that we and/or our Group Companies shall be entitled to refer to you as a client in sales and marketing literature (including websites) and reproduce your prevailing logo or trade mark for that sole purpose.

16.5 Third party Rights. Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.

16.6 Assignment and sub-contracting. This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.

16.7 Amendments and changes. No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.

16.8 Severability. If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.

16.9 No Waiver. A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or

enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

16.10 Further assurance. Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

16.11 Remedies cumulative. The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.

16.12 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

16.13 Status of parties. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

16.14 Entire Agreement. This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

16.15 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

17. Definitions

17.1 In this Agreement, the following terms have the following meanings:

“Agreement” these terms and conditions, the Booking, and if applicable any terms and conditions or other documents stated in any of them as being incorporated by reference;

“Authorities” the relevant local authority, the Fire Authority, the environmental health office and the Health & Safety Executive and any other public authority claiming jurisdiction over the Exhibition and/or Venue;

“Booking”	has the definition in Clause 1.1 (and any references to an ‘Order Form’ or ‘Booking Form’ which has been approved by us shall be construed accordingly);
“Business Days”	any day on which a bank is open for business in London, excluding Saturdays and Sundays;
“Charges”	the charges relating to the Booking, including all fees, costs and expenses detailed in the Booking;
“Exhibits”	exhibits, goods and/or services displayed at the Exhibition Space, sold or otherwise made available or displayed by an exhibitor at the Exhibition Space;
“Exhibition”	the particular exhibition, show or event where you wish to book a space and specified in the Booking;
“Exhibition Space”	the stand number attributed to you at an Exhibition;
“Confidential Information”	information of an operational, administrative, financial or business nature, or which is Personal Data, Sensitive Personal Data or otherwise, and which comes into a party’s possession under or in connection with this Agreement that (a) is identified as confidential to the other party; or (b) ought reasonably to be considered as confidential to the other party (whether or not identified as confidential), and in any case shall include (i) any information relating to a party including information in respect of a party’s business, activities, personnel, customers, products, business plans, business developments, finances, marketing plans, management systems, new business opportunities, ideas, know-how, processes, policies and/or procedures;

“Data”	data, Personal Data and/or Sensitive Personal Data;
“Data Controller”	has the meaning set out in the Data Privacy Laws;
“Data Privacy Laws”	all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 as amended and updated by the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) and (iii) all codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i) and (ii) above;
“Data Processor”	has the meaning set out in the Data Privacy Laws;
“Data Subject”	has the meaning set out in the Data Privacy Laws;
“Group Company”	an entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise. Further, an entity is deemed to be a Group Company when it is carrying out a joint venture with a Group Company;
“IP”	any and/or all rights in software, inventions, patents, copyrights, design rights, trade marks and trade names, database rights, domain names, service marks, trade secrets, know-how, rights in

Confidential Information and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world;

“Laws” any and/or all applicable laws, statutes, court orders, industry codes, industry regulations and/or industry guidance (whether in the UK and/or other jurisdictions the Exhibition will be held) including (but not limited to) the Data Privacy Laws;

“Lead Data” Personal Data provided by an individual, including but not limited to contact details, where such individual has consented to his/ her Personal Data being provided to us and for us to pass these to you, such Personal Data to comprise as a minimum the details agreed by us with you and specified in a Booking;

“Lead Generation Terms & Conditions” if applicable, terms and conditions relating to our provision of Lead Data to you, [the current version of which is set out at Schedule 2];

“Personal Data” has the meaning set out in the Data Privacy Laws;

“Process”, “Processed” or “Processing” has the meaning set out in the Data Privacy Laws;

“Start Date” means the day that the Agreement is executed by both parties or, if not so executed, the date upon which we first accept your Booking;

“Term” means the period commencing on the Start Date and ending on the earlier of the date: (i) stated on the Booking; or (ii) on which you are required to vacate the Exhibition Space as stipulated in the

Exhibition Regulations; and

“Venue” means the venue, being the building or other geographical location where the Exhibition takes place.

17.2 The words “including”, “include”, “in particular”, “for example” and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

17.3 The words subsidiary and holding company have the meanings given to them in the Companies Act 2006, s.1159 (including parent and subsidiary undertakings as defined in section 1162 Companies Act 2006), each section being as in force as at the Start Date.

17.4 Clause headings and sub-headings are not be used in its interpretation.

17.5 Words importing a gender include every gender and references to the singular include the plural and vice versa.

17.6 References to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.

17.7 A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the Start Date; and

17.8 A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the Start Date.