

TERMS AND CONDITIONS OF DISPLAY

1. **INTERPRETATION**

1.1 For the purposes of these Conditions:

“Agreement”	means the agreement formed by the signature of the Letter by the parties to it, which shall incorporate the terms of the Letter and these Conditions;
“Company”	means Newcastle NE1 Limited, incorporated and registered in England with Company Number 06844413 whose registered office is at Suit A8, Milburn House, Dean Street, Newcastle upon Tyne NE1 1LE;
“Conditions”	means these terms and conditions and any special conditions which may otherwise be agreed in writing between the parties;
“Data Protection Legislation”	means the Data Protection Act 1998 all other applicable legislation implementing European Community Directives 95/46, 2002/58 and 2009/136, and any subsequent European Union legislation in relation to the protection of personal data;
“Event”	the NE1 Newcastle Motor Show Event that shall take place at the Venue between 10:00am – 4pm on 9 and 10 July 2016;
“Force Majeure Event”	any event which is beyond the reasonable control of a party including, without limitation, any abnormal inclement weather, flood, lighting, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riots, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission of any relevant government, court, competent national authority or governing body;
“Letter”	means the letter provided by the Company in relation to the Event and signed by both parties to it;
“Opportunity”	means the opportunity to display the Vehicle at the Event provided by the Company to you subject to the Agreement;
“Vehicle”	means the vehicle owned or controlled by you and displayed at the Event;
“Venue”	means the premises where the Event is to take place, which is situated at Grey Street, Newcastle upon Tyne; and
“you”	means the person to whom the Letter is addressed.

1.2 Unless the context otherwise requires: words denoting the singular shall include the plural and vice versa; words denoting any one gender shall include all genders; Condition headings to dot affect their interpretation; general words are not limited by example; references to legislation include any modification or re-enactment thereof; and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

2. **GRANT OF OPPORTUNITY**

Subject to you fulfilling your obligations under the Agreement, the Company hereby grants to you the Opportunity subject to the terms and conditions of the Agreement.

3. **UNDERTAKINGS**

You agree that you:

- 3.1.1 can accept and perform the obligations imposed on you under the Agreement;
- 3.1.2 will execute all and any deeds and documents, take such steps, and procure any consents as are necessary to perform your obligations under the Agreement;
- 3.1.3 will attend the Event;
- 3.1.4 will promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company and/or any emergency service in relation to the:

- (a) transportation of the Vehicle to the Venue;
- (b) display or other use of the Vehicle throughout the Event; and
- (c) removal of the Vehicle from the Venue;

- 3.1.5 will observe and abide by all relevant rules, regulations, directions, codes of practice or guidelines imposed by national law, any governing body or any competent authority which are applicable to the Company, the Event, the Venue or any activities carried out in connection with the above; and
- 3.1.6 will provide all assistance, documentation and information as is reasonably required by the Company in relation to the Event or the display of the Vehicle at the Venue. You will ensure that any information provided by you in accordance with this Condition 3.1.6 is accurate, complete and not misleading.

4. **VEHICLE**

You hereby warrant and undertake to the Company that, as at the date of the Event:

- 4.1 you will have either:
 - 4.1.1 full legal ownership of the Vehicle with full title guarantee and free of any retention of title claims; or
 - 4.1.2 all necessary licenses, consents, permissions and other authorisations required from the legal owner of the Vehicle to display the Vehicle at the Event and to otherwise fulfil your obligations under the Agreement; and
- 4.2 you will have all licenses, consents, permissions and other authorisations required from any other third parties, including competent authorities, which are or may reasonably be expected to be required for the purpose of or in connection with the display of the Vehicle at the Event;
- 4.3 you will be entitled and will have legal capacity to display the Vehicle at the Event on the terms set out in the Agreement; and
- 4.4 the Vehicle will be in such condition as the Company may reasonably require, and in any event shall be safe and fit for display at the Event.

5. **EVENT**

- 5.1 You agree to make the Vehicle available for the duration of the Event in accordance with these Conditions.
- 5.2 You warrant, undertake and agree that you will:
 - 5.2.1 unless otherwise specified by the Company in writing, access the Venue via Shakespeare Street, Newcastle upon Tyne;
 - 5.2.2 report to the staff or other authorised representatives of the Company as are available at Shakespeare Street, Newcastle upon Tyne not later than 9:15am on each day of the Event;
 - 5.2.3 unless specified otherwise by the Company or an authorised representative of the Company, park the Vehicle at the Venue
 - (a) in the designated parking space specified by the Company; and
 - (b) not later than 9:30am on each day of the Event;
 - 5.2.4 leave the Vehicle (and any other vehicle) at the Venue securely, immobilised with ignition keys removed and braked, and not leave the Vehicle unattended if the engine is running; and
 - 5.2.5 not move the Vehicle, or otherwise remove the Vehicle from the Venue, from the time it is parked in accordance with Condition 5.2.3 until the end of that day of the Event, other than in accordance with instructions from the Company and/or an emergency service.

5.3 **The Vehicle placed at the Event (including any contents in the Vehicle or equipment installed on the Vehicle) shall be solely at your risk and responsibility throughout the Event. Please ensure that you remove any valuables from the Vehicle before you arrive at the Event.**

5.4 The Company reserves the right to, at its sole discretion and without liability to you:

5.4.1 withdraw the Opportunity;

5.4.2 restrict any access of the Vehicle to the Venue; and

5.4.3 request the removal of the Vehicle from the Venue.

6. **EVENT CANCELLATION**

The Company reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event or a failure to obtain, or termination of, any relevant licenses and approvals required to hold the Event). The Company shall notify you of the cancellation as soon as possible. The parties agree that:

6.1 the Company shall not be in breach of the Agreement by virtue of that cancellation or abandonment;

6.2 the Company shall have no liability to you for the cancellation or abandonment; and

6.3 on the Company notifying you of such cancellation, the Agreement shall automatically terminate.

7. **LIABILITY**

7.1 We do not in any way exclude or limit our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other liability which cannot as a matter of law be excluded.

7.2 We will not be liable to you under this Agreement for any loss or damage caused by us or our employees in circumstances where:

7.2.1 there is no breach of a legal duty of care owed to you by us or by any of our employees;

7.2.2 such loss or damage is not a reasonably foreseeable result of any such breach (such as any loss of profit, loss of business, business interruption, or loss of business opportunity); and

7.2.3 any increase in loss or damage results from a breach by you of any term of this Agreement.

7.3 Under no circumstances shall the Company be liable for any damage caused to the Vehicle which is not directly or indirectly caused by an act or omission of Company. **For the avoidance of doubt, the Company shall not be liable for any acts or omissions of a third party including, for example, other exhibitors, members of the public and other participants in the Event.**

7.4 Subject to Condition 7.1, 7.2 and 7.3, the Company's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) to you howsoever arising out of or in connection with: (i) the performance of its obligations under these Conditions; (ii) its relationship with you; or (iii) the Event, in respect of any one or more incidents or occurrences, shall be limited to ten thousand pounds sterling (£10,000).

8. **FORCE MAJEURE**

Neither party shall be liable to the other under the Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of breach or non-performance of the Agreement due to a Force Majeure Event.

9. **DATA PROTECTION**

We shall comply with all Data Protection Legislation that applies to our relationship and which is relevant to your participation in the Event.

10. **INSURANCE**

You shall have and will continue to have throughout the Event, at your sole cost, any and all necessary and insurances in respect of the Vehicle which may be placed at the Event. **As a minimum, you must ensure that the Vehicle has third party insurance cover.**

11. **DRIVERS**

You shall ensure that any driver of the Vehicle:

- 11.1 holds a valid driving licence for the class of vehicle to which the Vehicle belongs; and
- 11.2 is fully competent and suitably qualified to operate the Vehicle.

12. **MISCELLANEOUS**

- 12.1 Nothing in the Agreement shall or shall be deemed to constitute a partnership or a joint venture or contract of employment between the parties.
- 12.2 The Opportunity is personal to you, and you shall not assign, transfer, charge, dispose of, deal with or subcontract your rights and obligations under the Agreement.
- 12.3 If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.
- 12.4 The Agreement shall be governed by and construed in accordance with English law. This means that any dispute or claim arising out of or in connection with this Agreement will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.