

## Terms & Conditions

### 1 Definitions

1.1 In these Terms and Conditions, 'organiser' means Messe Frankfurt UK Ltd; 'exhibitor' means any person, company or organisation, and the staff or agents of that company, taking stand space; 'event' means the Automechanika Birmingham 2027 Exhibition; and 'venue' means the NEC, Birmingham.

### 2 Contract

2.1 By signing **this booking form** you are entering into a contract with Messe Frankfurt UK Ltd for the event stand space on the Terms and Conditions contained in this form.

2.2 A completed booking form must be submitted for all bookings. Bookings will not be accepted from agents or third parties. Completion of this booking form is a binding confirmation of your company's commitment to take the stand space booked and of your acceptance of these Terms and Conditions including the cancellation policy.

2.3 By submitting the exhibitor reservation form, the exhibitor accepts without reservation the following and agrees to comply with:

2.3.1 the terms of the exhibitor booking form;

2.3.2 all regulations contained in these Terms and Conditions, the exhibitor's manual and any reasonable instructions subsequently issued by the organiser;

2.3.3 all regulations laid down by the local authority applicable to the event;

2.3.4 all regulations laid down by the venue including but not limited to security, Health and Safety, fire and traffic; and

2.3.5 all current health & safety regulations.

### 3 Event Floorplan

3.1 Event stand space is allocated to exhibitors on a 'first come, first served' basis. For the greater good of the event at times the organiser may need to alter the layout of the show and subsequently the location of the exhibitor's stand. Should this occur, the exhibitor will still be bound by the conditions within this booking form. The organiser reserves the right to alter the layout of the event at any time and in any respect.

3.2 Event stand space will be allocated to exhibitors by the organiser. Requests for location will be taken into account where possible but cannot be guaranteed.

3.3 Event displays must stay within the allocated floor space at all times.

### 4 Health & Safety

4.1 Guidance will be issued by the organiser and will be outlined in full in the exhibitor manual. The exhibitor shall take the necessary steps to ensure compliance. The organiser may close down a stand or exhibit (without refund or recourse) if the exhibitor is in breach of any points listed in the exhibitor manuals legal requirements concerning Health and Safety. The exhibitor shall maintain (and produce on demand evidence of) a Health and Safety policy, fire safety assessment and site-specific hazard and risk assessment.

4.2 In order to create and maintain a safe environment at all times, all exhibitors and contractors must abide by reasonable instructions from the organiser and the venue.

### 5 Security/insurance

5.1 Each exhibitor is responsible for the security and insurance of its own display and its contents. The exhibitor indemnifies the organiser against any and all loss, cost expenses and liabilities caused by the negligence of the exhibitor, its servants, agents and/or sub-contractors.

### 6 Breakdown

6.1 No items may be removed or display breakdown commenced before the official closing time of the event.

6.2 Any exhibitor failing to vacate the venue of its stand and all other items by the prescribed times will be held liable to pay any penalties that may be imposed by the venue.

6.3 A penalty will be levied for any rubbish left for disposal onsite.

### 7 Staff identification

7.1 All exhibitor staff must wear the identification badges issued by the organiser at all times. Additional staff will be permitted upon payment of the relevant registration fees.

### 8 Stand fittings

8.1 All materials and stand fittings must be non-flammable or impregnated with fire-proofing solution in a way as to comply with all current safety requirements. All stand structures shall be designed and built for safety.

### 9 Damage

9.1 Exhibitors shall not cause any damage to the venue and shall make good any such damage at their own expense.

### 10 Payment terms

10.1 The price payable is as stated in the booking form (the 'price').

10.2 Payment of invoices must be made on the earlier of: (i) 30 days from the date of the invoice; or (ii) the event date, whichever is earlier.

10.3 If the exhibitor fails to make any payment when due, the organiser will be entitled (in addition to any other rights) to charge interest at a rate equivalent to 4% per annum above the then base lending rate at Bank of England, daily from the due date up until the date of receipt of payment. The balance of any interest charges levied must be paid prior to the event or the exhibitor will forfeit the right to exhibit.

### 11 Non-payment, Cancellation and Booking Amendments

**The organiser incurs costs of organising the event through its commitments to suppliers as soon as the booking form is signed and these costs increase over time.**

11.1 Any exhibitor which has not made full payment by the time of the event they will not be permitted to exhibit.

11.2 If payment terms are not met, the organiser reserves the right to relocate an exhibitor or fully withdraw their participation from the show. No refund shall be made in these circumstances.

11.3 All cancellations must be submitted in writing to [info@automechanika-birmingham.com](mailto:info@automechanika-birmingham.com).

11.4 In addition to any other rights the organiser may have, in the event that an exhibitor wishes to cancel their stand booking, or fails to meet any of the payment obligations (whether as to the amount or dates of payments), then the organiser reserves the right to apply the following cancellation charges and to remove the exhibitor from the event:

Cancellations made up to 31<sup>st</sup> October 2026 will be subject to 20% cancellation fee of the stand cost

Cancellations made on or after the 1<sup>st</sup> November 2026 will be subject to 100% cancellation fee of the stand cost

Cancellations made on or after 1<sup>st</sup> March 2027 will be subject to a 125% cancellation fee of the stand cost.

Any payments already made to Messe Frankfurt UK Ltd over and above the applicable cancellation charges will be refunded. Should monies not, at the time of cancellation, already have been paid to the organiser the cancellation fee will still apply.

11.5 Exhibitors are permitted to change from Shell Scheme to Space Only up to 28<sup>th</sup> February 2027. Refunds will be given to exhibitors for any excess monies on account as long as the stand change requirement has been requested prior to 28<sup>th</sup> February 2027

11.6 Any request to downsize will be actioned as a cancellation and as such the applicable terms of clause 11.4 will apply.

11.7 Exhibitors are not permitted to assign their booking or to sublet their stand.

### 12 Bankruptcy or liquidation

12.1 In the event of an exhibitor becoming bankrupt, insolvent, entering into liquidation or having a receiver, administrator, sequestrator or trustee appointed over any of its assets, the organiser shall be at liberty to terminate forthwith the contract with the exhibitor and the Terms and Conditions relating to cancellation of stand space set out in clause 11.2 shall apply.

**13 Force majeure**

13.1 The organiser shall not be liable for any delay in performance of, or failure to perform its obligations under this contract, abandonment, cancellation or suspension (in whole or in part) if it arises out of or in connection with circumstances beyond its reasonable control, including but not limited to war, fire, flood, extreme weather, acts of God, national emergency, epidemic, pandemic, labour dispute, strike, lock-out, civil disturbance, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, power or equipment failure or default of suppliers or sub-contractors ('force majeure event'). The organiser shall be under no liability to the exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the exhibitor, resulting from a force majeure event.

13.2 The exhibitor is responsible for and is recommended to take out appropriate insurance against cancellation, suspension or postponement.

**14 Postponement/Cancellation**

14.1 Notwithstanding any other provisions of this contract, the organiser shall be entitled at its sole discretion to relocate, postpone or cancel the event. In the case of any postponement of the event the new event date(s) will be communicated to and deemed accepted by the exhibitor. Upon any notice of rejection of the new date(s) by the exhibitor the Terms and Conditions relating to cancellation set out in clause 11.4 shall apply.

14.2 The organiser shall be under no liability to the exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the exhibitor resulting from a relocation, postponement or cancellation of the event. For the avoidance of doubt no refunds are available for cancellation during the event.

**15 SMMT Discount**

15.1 If the exhibitor claims a discount for being a SMMT member at the time of booking, they must continue to be a SMMT member through to the time of the 80% invoice, 31 October 2026. If they cease to be a member prior to that date the discount given will be clawed back.

15.2 It is the responsibility of the exhibitor to inform the organiser that they are a member of the SMMT at the time of booking.

**16 General**

16.1 Each exhibitor shall be deemed to have full knowledge of these Terms and Conditions and is bound by them in all respects.

16.2 No variation of this contract shall be effective unless and until it is made in writing and signed by the organiser. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.

16.3 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with this contract or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless and until in writing and signed by the relevant party or on its behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

16.4 If any term of this contract shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from this contract and the validity and enforceability of the remaining terms of this contract shall not as a result in any way be affected or impaired.

16.5 No provision of this contract shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

16.6 Nothing in these Terms and Conditions shall be: (i) deemed to constitute a partnership, joint venture, representative or agency relationship between the parties to it; or (ii) construed or have effect as constituting any relationship of employer and employee between the parties.

16.7 This contract shall be construed in accordance with the law of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

**17 Insurance**

17.1 It is a condition of this contract that exhibitors shall arrange adequate insurance to protect themselves and others attending the show. The standard limits expected are advised below:

<u>Cover Headings</u>	<u>Standard Limits</u>	<u>Brief Summary of the Cover</u>
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Exhibitor Liability	GBP 2,000,000	Any one occurrence. Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the venue.
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Proof of Insurance will be required 90 days prior to the event opening. The organiser will notify the exhibitor by e-mail by 1<sup>st</sup> November 2026 with instructions detailing how to register the required insurance documents.

**18 Exhibitor Marketing Packages & Sustainability Fee**

18.1 Exhibitor Marketing Package is mandatory as detailed on the booking form.

18.2 The Exhibitor Marketing Package is for one company per stand. Any additional companies exhibiting on a stand will be charged the mandatory £625.00 Marketing Package fee.

18.3 Publication of the company data in the market directory of the Messe Frankfurt year-round industry website associated with the event website

18.4 The Exhibition Organiser reserves the right to a sustainability fee of up to £199.00 to evaluate the environmental impact of exhibitors, in alignment with the Organiser's sustainability objectives. The organiser will communicate all activity and any associated costs by 1<sup>st</sup> October 2026

**19 Liability and Indemnity**

19.1 If the organiser is subject to (or incurs any costs, loss or liability arising in connection with) any demand, threat, claim or action alleging that the exhibitor's use of the stand space or the exhibitor's presence at the venue including any of their acts or omissions have caused any injury, damage or loss to any third party including attendees and the venue, the exhibitor shall indemnify and keep indemnified the organiser against all losses, damages, claims (including any settlements of claims whether before or after the issue of proceedings), compensation, liabilities, costs and expenses (including legal expenses) paid, suffered or incurred by the organiser arising out of or in connection therewith.

19.2 Subject to clause 19.4, the organiser's total aggregate liability, however caused, in respect of all claims arising under or in connection with this contract (whether arising by reason of any misrepresentation, negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract or otherwise) shall be limited to an amount equal to 100% of the sums paid by the exhibitor under this contract as set out on the booking form.

19.3 Notwithstanding any other provision of this contract, but subject to clause 19.4, the organiser shall have no liability however caused in each case whether suffered by the exhibitors or any third party for any: (i) direct or indirect loss of or damage to (a) profit, (b) revenue, (c) opportunities, (d) data, (e) goodwill, (f) reputation; or (ii) any indirect or consequential loss or damage (iii). any travel or accommodation costs or any costs in connection to the event stands or their erection or fitting.

19.4 The organiser's liability shall not be limited or excluded by any provision of this contract to the extent prohibited or limited by law and in particular nothing in this contract shall exclude or limit liability: (i) for death or personal injury caused by negligence to the extent prohibited by law; or (ii) for fraudulent misrepresentation or other fraud.

**20 Data Protection**

20.1 The parties agree that it may be necessary for each of them to provide to the other party, and/or to receive and use, limited personal data concerning each other and other third parties, such as names and contact details for purposes connected with the operation, fulfilment, management and enforcement of these Terms and Conditions.

20.2 Subject to the further terms of this clause, it is intended by the parties that each shall be treated as the "controller" of any Contact Data it receives or has access to for the Purpose and it is not intended by the parties that either party should be treated as the "processor" of the other in respect of such Contact Data for the purposes of Data Protection Legislation.

20.3 In relation to any Contact Data, each party shall comply with all its obligations as a controller under Data Protection Legislation