

## SMMT Open Forum 4 November 2014

Cranmore Park, Shirley, Solihull, West Midlands, B90 4LF

Please complete the following and return by fax to 020 7344 1675 or email Alessandra on [awayman@smtt.co.uk](mailto:awayman@smtt.co.uk)

**Please note:**

- (i) Exhibition opportunities will be allocated depending on available space and issued on a first come, first served basis;
- (ii) This Booking Form is subject to the attached SMMT External Events Conditions of Booking. The cancellation policy is set out at condition 6; cancellation charges in condition 6.2.

	Member		Non-Member	
	Ex VAT	Inc VAT	Ex VAT	Inc VAT
Exhibition space (2m x 2m) (to include a table and 2 chairs)	£250.00	£300.00	£500.00	£600.00

Please list the exhibits that you will display on your stand (including components, journals, electronic displays):

I **am** an SMMT Member/Affiliate/Associate (delete as appropriate) and I wish to book an exhibition stand at the SMMT Open Forum event on 4 November 2014.

I am **not** an SMMT member and I wish to book an exhibition stand at the SMMT Open Forum event on 4 November 2014.

Name: \_\_\_\_\_

Company/Organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Contact telephone number(s): \_\_\_\_\_

Date: \_\_\_\_\_

Method of payment (tick appropriate box): Cheque:                       Credit card:                       Invoice:

I enclose a cheque for £\_\_\_\_\_ made payable to 'The SMMT Ltd' (please note that cheque payments **must** be in GBP)

Please debit my VISA/ MasterCard/ Debit Card (please delete as appropriate) for the amount of £\_\_\_\_\_

Card No: \_\_\_\_\_

Issue number (if shown): \_\_\_\_\_      CVV Code (3 digits): \_\_\_\_\_      Card expiry date: \_\_\_\_\_

Cardholder's name: \_\_\_\_\_

Card holder's address (if different from above): \_\_\_\_\_

Signature: \_\_\_\_\_

Please raise an invoice for £\_\_\_\_\_                      Purchase order number: \_\_\_\_\_

Data Protection – personal data supplied is subject to the Data Protection Act 1998.

If you DO NOT wish your company/contact details to be included any exhibitor listing or promotion for the SMMT Open Forum event, please tick the box

The Society may use the information you have supplied to send you details of other services and products. If you DO NOT wish your details to be used in this way, please tick the box.

The Society may supply your details to carefully selected third parties so that they may make you aware of similar products and services. If you DO WISH your details to be used in this way, please tick the box.

# SMMT External Events - Conditions of Booking For Exhibition Space Hire

## 1. Definitions and Interpretation

1.1 In this Agreement:

'Booking Contract' means, together (a) the Booking Form as signed on the duplicate by the Client confirming the written agreement between the Society and the Client for a specific booking or series of bookings and (b) these Conditions.

'Business Day' means any day which is not a Saturday, Sunday or bank or other public holiday in England.

'Client' means the organisation hiring space at the Event.

'Confirmed Booking' means a booking confirmed as set out in clause 2.2 below.

'Event' means the external corporate event organised by the Society for which the Client has hired space at the Venue during the dates specified on the Booking Form.

'Venue' means the venue specified on the Booking Form.

'Space Charge' means the charge payable in advance by the Client which consists of hire charge for Space set out in the Booking Form and which may also include other ancillary fixed costs where relevant.

'Space' means exhibition floor space at the Venue for the Event.

'The Society' means The Society of Motor Manufacturers and Traders Limited, registered number 74359, registered office 71 Great Peter Street, London SW1P 2BN.

1.1 The Booking Form will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

1.2 Any variation of these Conditions shall have no effect unless expressly agreed in writing, refers specifically to the Booking Contract and is executed by a duly authorised representative of the Society.

1.3 In the event of a conflict between the Booking Form and these Conditions, the provisions of the Booking Form shall take precedence.

1.4 A Booking Form returned signed by the Client shall be deemed an offer by the Client to purchase Event facilities and services subject to these Conditions.

## 2. Space Booking

2.1 A Booking for Space must be made on the Booking Form returned to the Society with the appropriate signature, accompanied by full payment of the Space Charge.

2.2 A Booking Contract shall be formed when the full amount payable has been received by the Society and the Society has sent the Client a written acceptance of the Client's completed Booking Form ('Confirmed Booking').

2.3 Should the Client requirements change, the Client must notify the Society immediately and a new Booking Form will be issued for Client signature and additional payment if necessary.

2.4 By signing the Booking Form, the Client is bound by these Conditions.

2.5 The Society may cancel, without liability, a provisional booking at any time prior to receipt of the Booking Form and/or payment of the Space Charge by sending the Client written notice of cancellation.

2.6 The Society reserves the right without prior notice to change the Event arrangements and provide alternative comparable facilities and services for any reason whatsoever.

## 3. Charges and Payment

3.1 The Space Charge will be itemised in an invoice sent to the Client on receipt of the signed Booking Form, payable within 7 days of the date of the invoice.

3.2 All charges are quoted exclusive of the VAT rate applicable at time of invoicing. Payment must be made in Pounds Sterling (UK) payable to the Society by cheque, BACS, bankers draft or credit card.

3.3 If the Client has bona fide dispute in respect of the whole or part of an invoice, it shall notify the Society immediately on receipt of invoice. Any invoice not disputed in accordance with this clause 3.3 will be deemed to have been accepted by the Client. The parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Client shall make the appropriate payment.

## 4. Late Payments

Without prejudice to any other rights or remedies available to the Society under this Agreement, failure to pay any invoices, including those relating to advance payments, may, at the sole discretion of the Society be subject to a surcharge of 2% above Barclays Bank base rate and/or result in the cancellation of the booking and cancellation charges may become due.

## 5. Cancellation of confirmed booking by the Society

5.1 The Society reserves the right to cancel a confirmed booking without liability by giving no less than six months' prior written notice to the Client.

5.2 In addition to the right to cancel reserved at clause 5.1 above, the Society reserves the right to cancel a confirmed booking with immediate effect and without liability if, at the sole discretion of the Society, it appears that:

- (a) the Event is cancelled by the Venue or the Society;
- (b) the Client is in breach of any one or more of these Conditions or of the Contract; or
- (c) if the Society becomes aware of any deterioration in the Client's financial situation such that the Society reasonably considers the Client may not be able to fulfil its material obligations under the Contract.

5.3 In the event of cancellation under the circumstances described in clause 5.2 above, any payment already made by the Client may, at the sole discretion of the Society, be retained.

5.4 The Society may cancel a confirmed booking with immediate effect and without liability in circumstances outside the Society's reasonable control (force majeure) including but not limited to industrial action whether involving Society employees or a third party, lockout, refusal to grant or extend a licence, riot, political unrest, terrorist act, hostilities or war, fire, flood, power failure or Act of God resulting in restriction in use of or closure of The Venue, or any act or omission by the Client, the Client's agent or contractor or the Client's or the Client's agent's/contractor/s employees or guests.

5.5 If the Society cancels a confirmed booking in circumstances of force majeure, any payment made to the Society will be refunded unless cancellation is related to acts or omissions by the Client, his agent or contractor, or his or their employees or guests.

## 6. Cancellation of Confirmed Booking by the Client

6.1 Cancellation of a Confirmed Booking by the Client will only be accepted by the Society in writing and will take effect on the date that the Society sends written acknowledgement of receipt of the cancellation to the Client ('the Cancellation Date'). Any notice of cancellation received out of the hours of 9.00a.m. to 5.00p.m. shall be deemed made on the next working day.

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6.2 Cancellation charges shall be payable by the Client as follows:

<b>Timing of cancellation</b>	<b>Cancellation charge</b>
<i>Cancellation Date being more than 3 months before the Event:</i>	<i>No Cancellation Charge – full refund of the Space Charge</i>
<i>Cancellation Date being no more than 3 and no less than 1 months before the Event</i>	<i>50% of the Space Charge – 50% refund</i>
<i>Cancellation Date being less than 1 month before the Event</i>	<i>100% of the Space Charge – no refund</i>

6.3 The Society may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay all cancellation fees within 14 days of the date of such invoice.

### 7. Use of the Venue

7.1 The Client and/or the Client's agent or contractor and the employees or guests of either shall:

- (a) comply with the Venue's security requirements at all times and follow any specific security related instructions, which may be given by Society/Venue staff at any time;
- (b) comply at all times with the Venue's fire, emergency and Health and Safety regulations.
- (h) not make use of the Society logo in any way whatsoever, except with the prior written approval of the Society's Legal Department;
- (i) not show films or videos without the prior written approval of the Society, and ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed where required ;
- (j) comply with the provisions of any licences applicable to the Venue or the Event (such as premises licence); and

7.8 Property should be clearly addressed with the name of the Client, and Event details. Deliveries should be directed to, and collections in accordance with the Venue's instructions.

### Exhibits

8.1 The Client must inform the Society of the exhibits to be displayed, by completing the relevant section of the Booking Form.

8.1 The Society reserves the right in its absolute discretion to refuse the display of any item, at any time, without any reason.

8.3 Exhibitors may only exhibit those products carrying their own proprietary brand mark, or other usual means of identification or provide sufficient evidence of consent for displaying third party products.

### 9. Equipment & standbuilding

9.1 The Client must complete any necessary standfitting works in accordance with the requirements of the Venue and as directed by the Society.

9.2 The Client shall be responsible for the security and insurance of any equipment and materials, for obtaining all consents or licenses and for its prompt removal at the end of the Event.

9.3 The Client shall be liable to the Society for all costs, charges and expenses incurred relating to the removal of exhibits and/or standfitting where a Client has failed to remove all such items at the end of the Event.

9.4 The Client shall indemnify the Society against any costs or damages incurred through the use of such equipment. The Society reserves the right to refuse permission to use certain equipment,

including without limitation any special effects equipment.

### 10. Indemnity and Insurance

10.1 This Condition 10 sets out the Society's entire liability in respect of any breach of these Conditions or the Booking Contract and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract

10.2 The Society shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

10.3 In no event will the Society liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

10.4 Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

10.5 If requested by the Society, the Client shall effect and maintain events, public liability or other insurance to a level notified by the Society which will indemnify the Client, its agents or contractors or its or their employees or guests against any claim, costs, and expenses incurred in respect of any injury to any person or loss or damage to property howsoever arising from the Event and the Client shall, if so requested by the Society, provide certificates as evidence of such insurance cover.

10.6 The Client shall indemnify the Society against all loss or damage, including indirect or consequential loss or damage, howsoever arising from the booking including, but not be limited to, loss or damage to the Venue, fixtures, fittings, furnishings, equipment, stock and other contents howsoever arising, including death or injury to any person.

### 11. The Contracts (Rights of Third Parties) Act 1999

11.1 A person who is not a party to the booking has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Conditions of Booking but this does not affect any rights or remedy of a third party which exists or is available apart from that Act.

### 12. Entire Agreement

12.1 The Booking Contract shall constitute the whole of the terms agreed between the Society and the Client.

### 13. Data Protection

13.1 The Society may use any personal data provided by the Client in the course of the booking for marketing, evaluation and reference purposes. The Society may contact the Client directly by email, post, telephone, or fax with information regarding other services that the Society offers. If the Client wishes not to receive such information, it must indicate this in writing to the Society on submitting its signed Booking Quotation.

### General

14. For all payment obligations under these Conditions, time shall be of the essence.

15. The Booking Contract shall not be assignable by the Client, but may be assigned by the Society.

16. No waiver by the Society of any breach of the Booking Contract by the Client shall prevent the subsequent enforcement of the Booking Contract.

17. If at any time any one of more of these Conditions is held to be or becomes void or unenforceable, it shall be omitted from the Booking Contract and the remainder of the Booking Contract shall remain in full force and effect.

### 18. Law and Jurisdiction

18.1 The Booking Contract shall be governed by, and construed in accordance with, the provisions of English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties to the confirmed booking hereby submit.