

**EVENTCITY LIMITED**

**LICENCE AGREEMENT**

for the use of  
exhibition halls at  
EventCity, The Trafford Centre,  
Off Barton Dock Road  
Trafford Park,  
Manchester  
M41 7TB

**THIS LICENCE AGREEMENT** is made **BETWEEN:**

(1) **EVENTCITY LIMITED** (Company Number 07059056) whose registered office is at Peel Dome, The Trafford Centre, Manchester M17 8PL ("the Licensor") and

(2) **THE LICENSEE**

for the use of certain exhibition halls and ancillary areas at EventCity which are more particularly defined as the Licensed Premises

## 1 **DEFINITIONS AND INTERPRETATION**

**In this Licence:**

1.1 **Additional Charges** means the additional charges set out in Schedule Three.

**Approved Catering Contractor** means the catering company from time to time appointed by the Licensor to provide catering facilities at EventCity;

**Approved Main Services Contractor** means the main services company from time to time appointed by the Licensor to provide main services at EventCity;

**Approved Piped Services Contractor** means the piped services company from time to time appointed by the Licensor to maintain the piped services specifications at EventCity;

**Approved Production Contractor** means the production company or audio visual company from time to time appointed by the Licensor to maintain the lighting and sound specifications at EventCity;

**Approved Security Provider** means the security provider company from time to time appointed by the Licensor to maintain the security at EventCity;

**Approved Wi-fi / IT Provider** means the Wi-fi / IT provider from time to time appointed by the Licensor to maintain the Wi-fi / IT services specifications at EventCity;

**EC Contractor** means any contractor or subcontractor from time to time appointed by the Licensor in connection with the Event;

**Event** means the event described in "Title of Event" and "Description of Event" in Schedule Two;

**EventCity** means EventCity, The Trafford Centre, Barton Dock Road, Trafford Park, Manchester

**Force Majeure Event** means any event beyond the Licensor's reasonable control including without limitation fire, tempest explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war act of terrorism or threat of terrorism any act or direction or government act of terrorism nuclear chemical or biological contamination fire flood storm war malicious damage industrial action inaccessibility

of transport links failure of supply of power fuel communications transport or other goods or services and failure and breakdown of equipment;

**Licence Period** has the meaning ascribed to it in Schedule Two;

**Licence Premises** has the meaning ascribed to it in Schedule Two;

**Licence Fee** has the meaning ascribed to it in Schedule Two;

**Licensee** has the meaning ascribed to it in Schedule Two;

**Open Period** has the meaning ascribed to it in Schedule Two.

- 1.2 where there is more than one person for the time being included in the expression “the Licensee” covenants and obligations expressed to be made by the Licensee shall be construed as being made by all such persons jointly and each of them severally;
- 1.3 the headings and underlinings shall not affect the construction of this Licence;
- 1.4 words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and any reference to a person includes a reference to a company authority board department or other body and vice versa;
- 1.5 any reference to a statute or order in this Licence includes from time to time throughout the Licence Period any statutory extension or modification or re-enactment of such statute or order and any regulation or order made thereunder;
- 1.6 any covenant by the Licensee not to do anything is to be construed as including a covenant by the Licensee not to permit or suffer the thing to be done;
- 1.7 where the Licensee is placed under a restriction in this Licence the restriction includes the obligation on the Licensee not to permit the infringement of the restriction by any person;
- 1.8 references in this Licence to a clause schedule or paragraph shall be construed as a reference to the clause schedule or paragraph of a schedule to this Licence so numbered.

## 2 **LICENCE**

In consideration of the payment by the Licensee to the Licensor of the Licence Fee together with the Additional Charges (if applicable) and of the observance and performance by the Licensee of its obligations under this Agreement, the Licensor grants to the Licensee license to use the Licensed Premises for the Event on the terms set out in Schedule One.

## 3 **THE LICENCE PERIOD AND OPEN PERIOD**

The duration of this Agreement is for the Licence Period.

#### 4 **THE EVENT**

The Licensor hereby licenses and authorises the Licensee to enter upon and use the Licensed Premises for the purpose of the Event which shall be the sole authorised use during the Licence Period

#### 5 **PAYMENT**

The Licensee agrees to pay the Licensor:

5.1 The Licence Fee together with VAT thereon at the rate and on the dates specified in Schedule Two.

5.2 If applicable the Additional Charges which consist of the following:

5.2.1 interest at the rate of 4% per year over the base lending rate from time to time of the Bank of England or at the rate of 10% per year whichever shall be the greater on any money due under this Agreement which remains unpaid from the date when such money first becomes due and payable until the receipt of payment of such sums by the Licensor (after as well as before any judgement); and

5.2.2 the Additional Charges in Schedule Three.

#### 6 **LICENSOR AND LICENSEE COVENANTS**

The Licensor and Licensee covenant with each other to comply with their respective obligations contained in the schedules hereto.

#### 7 **ADDITIONAL CHARGES**

7.1 The Licensee shall pay to the Licensor Additional Charges for any additional services which shall be paid as follows:

7.1.1 The Licensee shall 21 days before the commencement of the Licence Period pay 50 per cent of the estimated Additional Services costs payable in accordance with clause 5.2.2

7.1.2 During the Licence Period the Licensor shall provide such Additional Services as it can and as are reasonably requested by the Licensee. The costs of Additional Services provided by the Licensor during the Licence Period will be payable by the Licensee on or before the start of the Licence Period.

7.2 The Licensee agrees that, prior to the commencement of the Licence Period, it will provide the Licensor with the name of a nominated signatory who shall be authorised to sign for the provision of the Additional Services. However, this shall not prevent the Licensor from charging the Licensee for Additional Services reasonably provided by the Licensor but for which the Licensee has not provided formal written consent.

## 8 CANCELLATION

8.1 If the Licensee wishes to cancel the Licence, it must send to the Licensor notice of cancellation in writing marked for the attention of the General Manager. Any cancellation will take effect on the day the Licensor receives the written instruction.

8.2 If the Licensee cancels the Licence it will be liable to pay a cancellation charge in accordance with the following scale:

<b>Time of cancellation</b>	<b>Cancellation charge</b>
2-3 years prior to commencement of Licence Period	20% of total Licence Fee
1-2 years prior to commencement of Licence Period	50% of total Licence Fee
6 months – 1 year prior to commencement of Licence Period	60% of total Licence Fee
3-6 months prior to commencement of Licence Period	80% of total Licence Fee
Less than 3 months prior to commencement of Licence Period	100% of total Licence Fee

8.3 Cancellation by the Licensee shall be without prejudice to any rights or remedies that may have accrued to the Licensor

8.4 If the Licensee cancels the Licence, the Licensor shall be entitled to re-let the Licensed Premises for the Licensed Period to any party and for any purpose, notwithstanding the payment by the Licensor of any cancellation charge, and without any obligation on the licensor to repay the cancellation fee or any part thereof.

## 9 RESCHEDULING OF EVENT

9.1 Subject to clause 9.3, if written notice from the Licensee requesting a postponement of the Event is received by the Licensor not later than 10 weeks]prior to the date of commencement of the Licence Period ('the Commencement Date') and if within 4 weeks after receipt of that notice the parties agree to the rescheduling of the Event for a period commencing not later than 12 months from the Commencement Date and at not less than the Licence Fee and Additional Charges applicable to the Event, the Licensor will credit the Licensee with an amount of the Licence Fee and Additional Charges chargeable and paid pursuant to this Agreement after the deduction of an Administration Charge (as defined below) to be offset against the Licence Fee and Additional Charges applicable to the reschedule Event.

- 9.2 A request by the Licensee for a postponement of the Event for more than 12 months or a failure by the parties to agree a new date for the Event pursuant to clause 9.1 or a further postponement of the rescheduled Event by the Licensee shall be treated as a cancellation.
- 9.3 The foregoing provisions of this clause 9 will not apply to cancellation of the Event for reasons covered by clause 12.1 below.
- 9.4 For the purpose of this clause 9 'Administration Charge' means any costs and expenses of the Licensor or any of the EC Contractors reasonably attributable to the rescheduling of the Event plus 10% of such costs. The Licensee acknowledges and agrees that the Administration Charge represents a fair estimate of the loss and expense which will be incurred by the Licensor in the event of postponement of the Event.

## 10 INDEMNITY

- 10.1 The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, proceedings, costs, claims, liabilities, expenses and demands arising out of or in anywise in connection with all or any of the following matters and things:
- (a) injury to or death of any person within the Licensed Premises during the Licence Period;
  - (b) loss or destruction of or damage to the goods of any person within the Licensed Premises during the Licence Period;
  - (c) failure by the Licensee upon the determination of this Agreement to promptly and properly vacate the Licensed Premises;
  - (d) any act omission negligence or other thing done or omitted to be done by the Licensee or any other person coming or being upon the Licensed Premises or upon any part of the Licensed Premises by the direction invitation or permission of the Licensee;
  - (e) all damage (whether caused by negligence or not) to the Licensed Premises which arises during the Licence Period. Any such damage noted by the Licensor on the expiry of the Licence Period will be deemed to have been caused by the Licensee, unless such damage was in writing brought to the attention of the Licensor before the commencement of the Licence Period;
  - (f) any claim upon any ground whatsoever made by any person whomsoever participating in or employed for the purpose of the Agreement

PROVIDED THAT the Licensor shall be responsible for its own negligent acts and those of its employees and agents

- 10.2 The Licensor will not be liable for any loss or damage (and for the avoidance of doubt and without limitation will not be liable for loss of profits goodwill revenue or opportunity or indirect or consequential loss) whatsoever which the Licensee its exhibitors sub-licensees staff visitors or workmen may incur or sustain by reason or on account of any Force Majeure Event or any loss theft or damage of any property belonging to the Licensee or its contractors or

caused by the negligent or faulty inspection of any item brought onto the Licensed Premises by the Licensee or by any statutory or other authority interfering to prevent or restrict a user of the Licensed Premises or the approaches or entrances thereto or exits there from in any particular manner and this Agreement shall not be annulled or affected nor shall any abatement be made in the consideration or further consideration payable hereunder by reason or on account of any such interference as aforesaid

## 11 **TERMINATION**

- 11.1 The Licensor shall be entitled to terminate this Agreement forthwith on notice to the Licensee in the event that any monies due and payable under this Agreement (whether demanded or not) have not been paid fourteen days after the due dates for payment
- 11.2 Either party shall be entitled to terminate this Agreement forthwith on notice in the event that the other party:
- 11.2.1 fails to perform or observe all or any of the material obligations on its part contained in this Agreement;
  - 11.2.2 enters into liquidation whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver or administrative receiver or administrator appointed or enters into any arrangement for the benefit of its creditors including a company voluntary arrangement.
- 11.3 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.
- 11.4 If the Licensor terminates this Agreement pursuant to clause 10.1 or 10.2, it shall be entitled to re-let the Licensed Premises for the Licensed Period to any party and for any purpose, notwithstanding the payment by the Licensor of any part of the Licence Fee or any other monies due and payable under this Agreement.

## 12 **FORCE MAJEURE**

- 12.1 If by reason of Force Majeure Event or any other event beyond the control of the Licensor the Licensor is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement then the Licensor shall forthwith ensure that the Licensee is aware of the occurrence of any such event and either party shall be entitled at any time thereafter, so long as such cause still subsists, to cancel this Agreement by notice in writing to the other.
- 12.2 In the event of cancellation pursuant to clause 11.1 the Licensor shall be under no liability to the Licensee, its contractors or exhibitors for any loss which they may sustain in consequence of any such cancellation. The Licensee shall in the event of such cancellation be under no liability to the Licensor in respect of its future obligations hereunder (but without prejudice to any rights of either party against the other in respect of any claim accrued hereunder prior to the date of commencement of such cancellation) but the Licensee shall not be entitled to be repaid or

relieved from the obligation to pay any sums paid or due and payable by the Licensee to the Licensor prior to the cancellation of this Agreement.

13 **VAT**

All charges to be paid hereunder are exclusive of VAT which will, where relevant, be charged to the licensee at the rate or rates from time to time applicable.

14 **NOTICES**

Any notice required to be given by the Licensee to the Licensor hereunder shall be given if delivered to or left at the registered office of the Licensor and any notice to be given by the Licensor to the Licensee hereunder shall be given if delivered to or left at the address of the Licensee appearing herein or to such other address as shall have been specifically notified in writing by the Licensee to the Licensor for the purposes of this Clause after the execution of this Agreement.

15 **GENERAL**

- 15.1 The Licensee may not transfer, assign or sub-contract any of its rights or obligations under this Agreement but the Licensor shall be entitled to assign its rights and obligations under this Agreement to any party who takes over the operation and management of EventCity.
- 15.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 15.3 This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.



**SCHEDULE ONE: TERMS AND CONDITIONS****1. Licensee's Rights Obligations**

The Licensee shall:

- 1.1 use the Licensed Premises only during the Licence Period and only for the purpose of staging, operating and managing the Event;
- 1.2 not use the Licensed Premises or any part of it for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance to the Licensor or the owner or occupier of any neighbouring property or which may be harmful to the Licensor's reputation or other than in the Licensor's best interest;
- 1.3 not do anything which might invalidate any insurance maintained by the Licensor in respect of the Licensed Premises or which might increase the insurance premium payable for the Licensed Premises and in the event of any such increase pay the Licensor on demand the amount of such increase;
- 1.4 not bring on to the Licensed Premises or any part of it any animals without appropriate certification from an authorised veterinary surgeon nor without the prior consent of the Licensor and to carry out a full risk assessment for the animals well-being and public safety but in all circumstances the Licensor will retain the final decision on whether an animal will be permitted into the Licensed Premises;
- 1.5 not permit any persons to smoke within the Licensed Premises during the Licence Period;
- 1.6 not to permit illegal betting or gaming at the Event;
- 1.7 observe all applicable statutes laws and regulations and obtain all required licences and permits relating to the use of the Licensed Premises for staging the Event including (without limitation) compliance with all health and safety requirements in respect of its employees and equipment;
- 1.8 to obtain risk assessments from all stand exhibitors and to provide to the Licensor an overall exhibition risk assessment for the Event and to provide to the Licensor method of work statements for any works required. The Licensor retains overall responsibility for EventCity and any contractors appointed by the Licensee must comply with the Licensor's instructions and directions before and during the Licence Period. The Licensee will appoint a suitably qualified individual with overall responsibility for health and safety matters for the Licensee and its contractors.
- 1.9 to adhere to any requirements of the Licensor's event fire and health and safety risk assessment or the Licensor's designated officer for such matters (including (without limitation) the maximum capacity of the Licensed Premises for the Event);
- 1.10 not assign charge subcontract or dispose of or share the benefit of this Agreement or any part thereof or permit any other persons to use the Licensed Premises or any part thereof other than as permitted by this Agreement;

- 1.11 comply with all reasonable directions of the Licensor's executives in any respect with regard to the use and layout of the Licensed Premises and shall supply plans of intended use (two copies of each plan) to the Licensor in a form satisfactory to the Licensor at least 90 days prior to the start of the Licence Period (or such shorter period as the Licensor may agree in writing);
- 1.12 not make any alterations or attachments or additions to the Licensed Premises without the prior written consent of the Licensor and (without prejudice to the generality of the foregoing) not to attach to the floor walls furniture fittings or other property of the Licensor within the curtilage of the Licensed Premises any nails screws hooks or any other fittings of any kind (including without limitation affixing posters or other materials to wall surfaces) unless the prior written consent of the Licensor shall have been given and if the Licensee causes damage to the floors walls furniture fittings or any other such property upon its withdrawal or dismantling of any fixing device or attachment then the Licensor reserves the right to repair such damage at the full cost of the Licensee who shall pay for the same forthwith on demand; in the event of any default by the Licensee in making payment the cost of repairing such damage shall be recoverable as a debt;
- 1.13 Unless such services are required to be contracted to be supplied by the Licensor be responsible throughout the Licence Period for keeping proper order on the Licensed Premises and providing sufficient supervision and stewarding or additional stewarding ensuring all personnel have correct licences to operate as stewards where appropriate PROVIDED ALWAYS THAT at all times during the Licence Period the Licensee shall keep all parts of the Licensed Premises free and open to the access and attendance of emergency services offices and officers or servants of the Licensor or anyone to whom the Licensor shall allow access for any purpose and further to allow the Licensor access to do any repairs decoration or maintenance. The Licensee shall provide to the Licensor all information available and relevant to security arrangements for the Event.
- 1.14 vacate the Licensed Premises promptly at the end of the Licence Period (both as to time and date) and pay to the Licensor the appropriate daily licence fee for every day or part thereof during which the Licensee remains on the Licensed Premises beyond the Licence Period;
- 1.15 remove before the expiry of the Licence Period all property belonging to it and all refuse and other materials which may have accumulated on the Licensed Premises during the Licence Period and to make good to the Licensor's reasonable satisfaction any damage caused in default the Licensor shall be entitled and is hereby authorised (but shall not be obliged so to do) to remove any such property refuse or other materials and carry out such works at the full cost of the Licensee which shall pay for the same forthwith on demand and in the event of any default by the Licensee in making payment the cost of removing such property refuse or other materials shall be recoverable as a debt AND FURTHER the Licensee shall indemnify the Licensor against any costs, damages or liability incurred by the Licensor or any subsequent licensee as a result of the Licensee's failure to comply with the provisions of this clause;

- 1.16 not permit to be performed or displayed on the Licensed Premises any work in which copyright subsists without the previous consent in writing of the owner of the copyright or other person authorised by the owner to give such consent and the Licensee hereby indemnifies the Licensor against all costs of any action or other proceedings commenced against the Licensor in respect of such copyright work performed or displayed during the use of the Licensed Premises by the Licensee and including any sums paid by the Licensor in settlement of any such claim whether or not proceedings have been brought and to include all costs and other losses accruing to the Licensor due to the Licensee's breach of this clause;
- 1.17 at all times and in all respects comply with and only use the Licensed Premises in accordance with the conditions attached to the Premises Licence issued by the Local Authority in respect of the Premises (a copy of which conditions are available from the Local Authority during normal office hours) and any other licences required for the lawful staging of the Event in the Licensed Premises and (without limitation or prejudice to the generality of the foregoing) unless the Licensor elects that such licences will be the Licensee's responsibility and the Licensee demonstrates to the Licensor's reasonable satisfaction that all such relevant licences have been obtained, to provide to the Licensor in reasonable time all information necessary to enable the Licensor to procure and pay to the relevant Authorities (at the Licensee's cost) the relevant fees appropriate to the Event for the PRS PPL VPL licences (if required);
- 1.18 not permit any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance to be discharged onto any flooring or wall surfaces or into any pipes and take all reasonable measures for ensuring that any effluent so discharged will not be corrosive or otherwise harmful to the flooring, wall surfaces or pipes or cause obstruction or deposit therein nor discharge or allow to be discharges therein any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any watercourse and not do or omit or allow or suffer to be done or omitted any act or thing whereby the waters of any watercourse may be polluted or the composition thereof so changed as to render the Licensor liable to any action or proceedings by any person whomsoever;
- 1.19 if the Licensee wishes to install temporarily any boiler steam appliances or hard fuel burning fire or the Event includes the combustion of any material or if any flame or pyrotechnics is produced as part of the Event to submit full details to the relevant licensing officer of the Local Authority and the Licensor and the use of such combustion flame or pyrotechnics shall be subject to the prior written consent of the Licensor and must comply with any requirements of the Local Authority's licensing officer. Any apparatus necessitating the use of a flue or exhaust pipe shall have such flue or incombustible material carried direct into open air and shall be suitably protected or so placed that no combustible material can be ignited thereby. Any such works will be carried out only by the relevant EC Contractor appointed by the Licensor and at the full cost of the Licensee

- 1.20 to obtain the Licensor's prior consent to and ensure that the use of lasers and other high intensity light devices strobe lighting and smoke effect devices are approved in advance by the local authority licensing officer, and to indemnify the Licensor against any claim arising from damage to sight or other personal injury as a result of exposure to light or smoke produced by the device. Any such works will be carried out only by the relevant EC Contractor appointed by the Licensor and at the full cost of the Licensee
- 1.21 if it requires any electric wiring obtain the prior written consent of the Licensor for such wiring and arrange for such work to be carried out only by the relevant EC Contractor and such contractor shall be appointed by the Licensee at the full cost of the Licensee and such works shall be carried out in accordance with usual British Standards for the use of electrical services any applicable legislation and any regulations laid down by the Local Authority and to the satisfaction of the relevant Local Authority licensing officer;
- 1.22 take all precautions possible to prevent danger or damage by fire;
- 1.23 leave all fire points and accessories uncovered on request to the satisfaction of the Chief Fire Officer;
- 1.24 (unless such services are contracted to be provided by the Licensor under this Agreement) be responsible for cleaning up and disposing of rubbish and skips from the Licensed Premises and any part of EventCity and during the Licence Period maintain the Licensed Premises and at the end of the Licence Period leave the Licensed Premises in a clean and tidy condition to the satisfaction of the Licensor (including, where applicable, cleaning and removing rubbish after each performance or each day) and in default the Licensor shall be entitled and are hereby authorised to clean the Licensed Premises and recover the cost thereof from the Licensee as if it were a debt due from the Licensee to the Licensor;
- 1.25 at all times during the Licence Period permit all persons duly authorised by the Licensor to enter the Licensed Premises for any purpose;
- 1.26 at its own expense effect and maintain throughout the Licence Period with an insurance office or underwriters of repute a policy of insurance providing cover of at least £10,000,000 in respect of public liability and employers liability for any one or a series of occurrences consequent on one original cause, such policy to be endorsed to record the interest of the Licensor and will upon request produce to the Licensor the policy of insurance and the receipt for the premium paid in respect thereof. Insurance by the Licensee as aforesaid shall in no manner relieve it of any obligation on the part of the Licensee hereunder. It is recommended that the Licensee take out Event Insurance to cover cancellation of the Event due to Force Majeure;
- 1.27 not exhibit or permit any person under its control to exhibit advertising matter within the Licensed Premises without the prior written approval of the Licensor as to the display content and positioning of such advertising matter;
- 1.28 not exhibit or permit any person under its control or licensed by it to exhibit any advertising matter which is contrary to any applicable legislation or Local Authority regulations or which is,

in the opinion of the Licensor, of an obscene or objectionable nature;

- 1.29 at the expiration of the Licence Period remove all such advertising matter and make good to the satisfaction of the Licensor any damage or disfigurement to the walls or other portion of the Licensed Premises caused by advertising matter being placed thereon by it or by its authority and in default the Licensor shall be entitled and is hereby authorised to remove all such advertising matter and recover the cost thereof from the Licensee as if it were a debt due from the Licensee to the Licensor.
- 1.30 not during the Licence Period (except with the prior written consent of the Licensor) sell give away or otherwise distribute or permit to be sold given away or otherwise distributed in or on any part of the Licensed Premises any articles of food drink or tobacco other than those supplied by the Approved Catering Contractor;
- 1.31 not to carry out any works to the electrics or power supply in the Licensed Premises except by engaging the services of the relevant EC Contractor(s) and the Approved Production Contractor and without limiting the generality of the foregoing the Licensee shall procure that subject to any rules and regulations of the Local Authority and of the electricity supply company and the Chief Fire Officer all artificial lighting of and within the Licensed Premises or any power to be used therein shall be by means of electricity to be supplied in accordance with the regulations of the electricity supply company and no supplementary plant for the generation or supply (other than for distribution from the Licensor's mains) of electricity or of other means of artificially lighting or generating power shall be installed by the Licensee, its contractors or exhibitors in the Licensed Premises or any part thereof or any other part of EventCity without the previous consent in writing of the Licensor and further the Licensee shall not disconnect parts of the electrical installation at the Licensed Premises nor shall it permit directly or omit to prevent the connection of any apparatus to be electrical installation at the Licensed Premises which might endanger or overload such installation;
- 1.32 not deposit or permit to be deposited any rubbish or refuse on the Licensed Premises or EventCity unless at the refuse disposal area specially designated by the Licensor for this purpose;
- 1.33 not deposit or permit to be deposited or store stack or lay out any material on any open land, roads or footpaths surrounding the buildings at EventCity (whether such land, road or footpath is comprised in the Licensed Premises or not);
- 1.34 not knowingly cause or permit congestion of the adjoining public highways or footpaths roads, car parks or other areas situated within the areas at EventCity and any adjoining or neighbouring property not inconvenience any other use thereof and the Licensee shall be responsible for any costs incurred for the control of traffic attributable to the Event (including without limitation any charge made by the police or other authorities);
- 1.35 not park on or obstruct the access ways giving access to the Licensed Premises and use only those car parks and loading and unloading areas designated by the Licensor;

- 1.36 not (except with the prior written consent of the Licensor) use or permit the use of sound or acoustic or other noise-making systems which are or may become a nuisance to the Licensor, any other licensee at EventCity or the owner or occupier of neighbouring property and in the event of any request by the Licensor to reduce noise/music levels the Licensee will immediately comply;
- 1.37 ensure that if it erects structures in the interior of the Licensed Premises (the doing of which shall be subject always to the usual fire and other consents and the prior written consent of the Licensor) it shall not cover over or in any way obstruct any entrances exits pass doors or passages fire door or fire escapes between any halls or any main entrance doors or openings or doors or openings to the Licensed Premises and other premises within EventCity and prior to the expiration of the Licence Period the Licensee shall remove all such structures and make good all damage caused to the Licensed Premises by the erection or removal of such structures or otherwise including any replacement of fittings or decorating work as appropriate and if the Licensee shall fail to so remove or make good the same before the end of the Licence Period, then the Licensor shall (without prejudice to any of its other rights and without being obliged so to do) be entitled to so remove or make good and to be fully indemnified by the Licensee against all costs or any other losses incurred in this regard. Any sums due from the Licensee to the Licensor arising out of such indemnity shall be recoverable as a debt due from the Licensee to the Licensor;
- 1.38 pay to the Licensor all expenses involved in or incurred by the Licensor in diverting (at the request of the Licensee (or in case of urgency as required by the Licensor)) the services of any of the Licensor's employees or contractors from their other occupations for purposes in connection with the conduct of the Event and in engaging additional labour or employees for such purposes;
- 1.39 be fully responsible for any loss or damage arising out of any installation (whether electrical or otherwise) made by the Licensee or at its request, whether such loss or damage occurs during the erection or removal of the relevant installation or while it is in place;
- 1.40 submit for approval by the Licensor prior to publication all publicity material, such approval not to be unreasonably withheld;
- 1.41 only use the EventCity name in advertising materials in connection with the Event and not otherwise. The venue must only be referred to as EventCity (or as otherwise notified to the Licensee in writing by the Licensor) on all advertising occasions and the Licensee must ensure people involved in advertising and publishing the Event are aware of this;
- 1.42 not to open the Licensed Premises for the actual Event except during the Open Period;
- 1.43 to pay to the Licensor any costs and expenses incurred in consequence of any breach by the Licensee of the terms and conditions of this Agreement

## **2. LICENSOR'S Rights and Obligations**

- 2.1 The Licensor reserves the exclusive right to supply all electricity and telephones and other utilities in the Licensed Premises and the Licensee shall pay for any such consumption at the tariff rate of the Licensor or the relevant EC Contractor.
- 2.2 The Licensor reserves the exclusive right to sell or otherwise distribute in the Licensed Premises whether by automatic vending machine or otherwise any tobacco and, through its nominated caterers or otherwise, any food or beverage, together with a right of access to the Licensed Premises at all times for such purpose.
- 2.3 The Licensor reserves the exclusive right to supply all Wi-fi connections and Wi-fi telephone communication in the Licensed Premises and the Licensee shall pay for such services at the tariff rate of the EC Contractor providing such Wi-fi / IT services. The Licensee is responsible for ensuring compatibility of any system or hardware to be connection to the supplied Wi-fi.
- 2.4 The Licensor reserves the exclusive right to carry out any works required by the Licensee and approved by the Licensor in relation to the power supply and electrics at the Licensed Premises through its nominated contractor(s) or otherwise and the Licensee shall pay for such services at the tariff rate, together with a right of access to the Licensed Premises at all times for such purpose. The Licensor reserves the right (without liability to the Licensee) to:
- (a) prevent access to or to remove from the Licensed Premises any person or persons acting in a way which in the sole discretion of the Licensor may cause a breach of the peace or may be considered to be harmful undesirable or offensive;
  - (b) prevent access to or to remove from the Licensed Premises any person who in the sole opinion of the Licensor or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Licensed Premises or poses a security risk or who infringes the regulations of the Licensor.
  - (c) prevent access to or to remove from the Licensed Premises any person who is found smoking within the Licensed Premises or any other area within the building forming EventCity.
- 2.5. Where in the sole opinion of the Licensor any situation or action or event occurring during the Licence Period is a breach on the part of the Licensee of the terms of this Agreement or may constitute a danger to public safety including the safety of the persons present at the Event the Licensor reserves the right to suspend or control in such manner and to such extent as the Licensor may consider necessary any such situation action or event.
- 2.6 The Licensor reserves the right to carry out any works, activities and undertakings of any nature (including any works of inspection, repair, replacement, modernisation, construction and demolition and any erection and maintenance of any scaffolding and other temporary structure(s) and equipment) in, under, over and around:
- (a) EventCity and any part of it (including the Licensed Premises and any part of it);

- (b) any adjoining or neighbouring premises and any part of it; and
- (c) any buildings, plant and services in, under, over and around any such premises,

And the Licensees shall not object to, and the Licensor shall not be liable to the Licensee in relation to, any such works, activities and undertakings (whether carried out by the Licensor or any other owner or occupier or any of their respective offices, employees, agents, contractors or sub-contractors) or any related vibration, noise, smell, smoke, loss of light or other nuisance or inconvenience, provided always that: (i) the Licensor shall have regard to the reasonable representations of the Licensee in relation thereto, although the Licensor may in its absolute discretion decide whether to accept or act upon such representations; and (ii) the holding of the Event is not thereby materially and adversely affected, interfered with or prevented.

- 2.7 The Licensor reserves the right of free access for the Licensor and its agents, employees and contractors at any time during the Licence Period.
- 2.8 The Licensor reserves the right at any time after the end of the Licence Period at the cost of the Licensee to remove from the Licensed Premises all structures goods equipment waste and other materials brought onto the Licensed Premises by the Licensee or its contractors or employees and to treat any such structure, goods, equipment, waste or other materials regardless of their nature, state or condition as refuse and dispose of the same at the cost of the Licensee.
- 2.9 The Licensor shall at its own expense provide suitable meters and sub-meters for recording telephone calls and the distribution and consumption of electricity water and gas supplies to the Licensed Premises and keep the same in proper working order but the Licensee shall provide or cause to be provided and shall maintain at its own expense any check meters which may be required to record consumption of electricity supplied to exhibitors' stands or for any other purpose and must employ a contractor appointed by the Licensor for the purpose of connecting to electricity main supplies of the Licensor and the Licensee will be responsible for all payments to such contractor and any similar contractor for connecting main water and plumbing services as required within the Licensed Premises.
- 2.10 The electrical installation and the heating and ventilation plant in the Licensed Premises shall during the Licence Periods be operated solely by the Licensor or its nominated contractor at the cost of the Licensee and shall be operated so as to meet the requirements of the Licensee but only so far as may be reasonably possible of which the Licensor shall be the sole judge and the control of the said installation and plant shall remain with the Licensor
- 2.11 The Licensor reserves the right to grant a licence over any part of EventCity other than the Licensed Premises at any time during or overlapping with the Licence Period for such use as might reasonably be expected to take place in a convention and exhibition centre of the extent and size of EventCity.





### **SCHEDULE THREE: ADDITIONAL CHARGES PAYABLE**

In the event that any of the following additional services are supplied in connection with the Event, the following additional charges will be payable within 14 days of written demand:

- PRS – actual cost attributable to the Event or a reasonable and proper proportion of the cost of such licence for EventCity, plus 25%
- PPL – actual cost attributable to the Event or a reasonable and proper proportion of the cost of such licence for Event City , plus 25%
- VPL – actual cost attributable to the Event or a reasonable and proper proportion of the cost of such licence for EventCity , plus 25%
- Extension of licensing hours under any premises licence or other licence required for the permitted use – actual cost plus 25%
- Any exhibitors requesting additional extinguishers will be charged and must order at least 72 hours in advance
- Catering Services – arrangements to be made directly with the Approved Catering Contractor at the rates and on the terms and conditions from time to time of such supplier
- Ticketing Services – if appropriate, arrangements to be made directly with the Licensor’s nominated ticketing service provider at the rates and on the terms and conditions from time to time of such supplier and that any agreed proportion of ticketing revenue payable to the Licensor is payable directly to the Licensor by such ticketing provider
- Telephone calls
- Costs of power supply – arrangements to be made directly with the Approved Production Contractor at the rates and on the terms and conditions from time to time of such supplier
- Costs of Mains services – arrangements to be made directly with the Approved Mains Services Contractor at the rates and on the terms and conditions from time to time of such supplier
- Piped services – arrangements to be made directly with the Approved Piped Services Provider at the rates and on the terms and conditions from time to time of such supplier
- Security – arrangements to be made directly with the Approved Security Provider at the rates and on the terms and conditions from time to time of such supplier
- Wi fi and IT – arrangements to be made directly with the Approved Wi-fi / IT Provider at the rates and on the terms and conditions from time to time of such supplier
- First aid
- Cleaning
- Audio visual

- Cost of additional insurance cover reasonably required by the Licensor due to the nature of the Event
- Any other fees and charges payable pursuant to the Terms and Conditions
- Any other services provided by an EC Contractor will be on the rates and terms and conditions from time to time of such supplier
- Any legal fees or other administrative fees reasonably and properly incurred by the Licensor

**SCHEDULE FOUR: EQUIPMENT TO BE PROVIDED BY LICENSOR  
AND INCLUDED IN THE LICENCE FEE**

**SCHEDULE FIVE: VARIATIONS AND EXCEPTIONS (IF ANY) TO THE TERMS AND  
CONDITIONS IN SCHEDULE ONE**

SIGNED BY

FOR AND ON BEHALF OF  
THE LICENSOR

SIGNED BY

FOR AND ON BEHALF OF  
THE LICENSEE