

**CONTRACT TO EXHIBIT**

Venue	Paris Le Bourget Exhibition Centre 13-15 September 2022
-------	--

**EXHIBITOR DETAILS**

Trading Name (for invoicing)			
Company VAT Number			
Contact			
Address			
Telephone		Email	
Website			

**OPERATIONS CONTACT DETAILS (if different from above)**

Company Name to appear in publicity and catalogue			
Contact			
Mobile		Email	

**STAND SELECTION**

First Choice		Second Choice		Third Choice	
--------------	--	---------------	--	--------------	--

**BOOKING DETAILS**

Stand Type (shell/space/outside)	Width (m)	Depth (m)	Size (m <sup>2</sup> )	Additional Comments	Contract Value € (ex VAT)

**RATES (per sqm excluding VAT)**

STAND TYPE	IAEMA MEMBER RATE	NON-IAEMA MEMBER RATE
OUTSIDE – SPACE ONLY	€159	€177
INSIDE - SHELL SCHEME	€380	€400
INSIDE - SPACE ONLY	€275	€295

**PAYMENT TERMS**

Please note, in the event of cancellation, the Exhibitor shall be liable for any sums relating to any of the exhibition fees which have already fallen due for payment (see Clause 4 in the Terms and Conditions overleaf). All invoices have 30 days' payment terms from date of invoice. Please note stands booked within 30 days of the start of the event must be paid for in full prior to the event opening.

Invoice date	Payment terms	Percentage	Invoice amount ex VAT
First instalment – Immediate	30 days from date of invoice	20% (non-refundable deposit)	
		Insurance Participation Fee	€185.00
<b>Total first instalment payable including insurance fee</b>			
Second instalment – 01/02/2022	30 days from date of invoice	30%	
Third instalment – 01/06/2022	30 days from date of invoice	50%	
<b>Total payable including insurance fee</b>			

## \*INSURANCE

To protect you, your fellow exhibitors and our visitors, insurance cover to comply with Contract Terms and Conditions, has been arranged on your behalf as a "Participating Exhibitor" for a fee of €185+VAT, under the Insurance Policy issued to MA Exhibitions Ltd. By providing satisfactory evidence of adequate alternative Public Liability insurance cover, you will be entitled to a credit in respect of the insurance participation fee. See Terms and Conditions Clause 14 for details.

## CUSTOMER AUTHORISATION

This is our application for stand space at the Exhibition stated above and once the choice is accepted by the Organisers then a contract shall exist which shall include the Terms and Conditions overleaf.

I confirm that I have read the Terms and Conditions overleaf and have retained a duplicate copy for our own references. I agree to observe and be bound by them and that I understand the cancellation charges and that I am authorised to sign this document on behalf of the above Exhibitor. In no circumstances, will an Exhibitor be allowed to take part in the Exhibition if an invoice is outstanding.

<b>Signature:</b>		<b>Print Name:</b>	<b>Date:</b>
<b>On Behalf of (Company Name):</b>		<b>PO (if applicable):</b>	
<b>Email:</b>		<b>Position:</b>	
<b>MA Exhibitions Sales Rep</b>	<b>Signature:</b>	<b>Print Name:</b>	<b>Date:</b>

## Terms and Conditions

**1. Definition:** In these rules and regulations the term 'Exhibitor' includes all 'employees or agents of such and the term 'Exhibition' will be deemed to mean the Exhibition element of the 'GSE Expo Europe' event organised by MA Exhibitions Limited. **2. Charges for Exhibition Space:** Exhibition space charges are indicated on the contract to exhibit booking form. **3. Payment of Space:** Once Exhibitor's contract to exhibit booking form has been accepted and the exhibitor space has been allocated, Exhibitor is contracted to the exhibitor space. The payment schedule is as set out in the contract to exhibit booking form. Exhibitor must have made payment in full before Exhibitor will be permitted to install its display. No firm or organisation not assigned exhibit space will be permitted to solicit business from an Exhibitor's stand space. **4. Cancellation of Space:** In order to reserve stand space, MA Exhibitions Limited may ask for a non-refundable deposit as set out in the contract to exhibit booking form. In exceptional circumstances MA Exhibitions Limited will be prepared to consider cancellation of their contract with Exhibitor, if written cancellation is received 12 weeks prior to the event taking place, but only if the following conditions are complied with:- (a) that the request for cancellation is submitted by registered post; (b) that the request is received at least 12 weeks prior to the opening of the Exhibition; (c) that MA Exhibitions Limited is able to re-let the cancelled space in its entirety; and (d) that the reason given for the request for cancellation is, in the opinion of MA Exhibitions Limited, well founded. In the event of cancellation, Exhibitor shall be liable for and MA Exhibitions Limited shall be entitled to collect and/or retain any sums relating to any of the exhibition fees which have already fallen due for payment as set out in the contract to exhibit booking form or 10% of the total amount of the exhibition fee (minus the non-refundable deposit payment), whichever is greater. In the event that an Exhibitor wishes to reduce the size of its stand space as set out in the contract to exhibit booking form, Exhibitor must send notification in writing to MA Exhibitions by recorded delivery. MA Exhibitions reserves the right to make cancellation charges pro rata to the stand space which has been cancelled and to apply those cancellation charges on the same liability scale as set out in this condition. **5. Stand Construction:** Exhibitor will be solely responsible for the erection of their stand. **6. Allotment of Space:** Each Exhibitor is required to give a formal acceptance of the area allotted to them. Exhibitor should make any request for a specific space on the contract to exhibit booking form. **7. Revision of Layout:** Should it be necessary to revise the layout of the Exhibition, for any purpose, MA Exhibitions Limited reserves the right to transfer Exhibitor to an alternative suitable site other than initially assigned as determined solely by MA Exhibitions Limited. **8. Exhibition Timetable:** Please refer to individual programme or contact MA Exhibitions Limited for further details. **9. Unoccupied Space:** Where space applied for and granted is not occupied by Exhibitor, Exhibitor will pay to MA Exhibitions Limited a sum in damages equal to the stand cost. If Exhibitor's exhibit fails to arrive at the Exhibition, Exhibitor is, nevertheless, responsible for the full cost of the stand space as set out in the contract to exhibit booking form. MA Exhibitions Limited reserves the right to re-allocate or otherwise deal with this stand space as it may in its absolute discretion decide without in any way releasing Exhibitor from any liability hereunder. Without prejudice to these conditions, in the event of cancellation by Exhibitor, Exhibitor will be liable for any costs and expenses properly incurred by MA Exhibitions Limited in dressing, altering or carrying out any works or improvements whatsoever to Exhibitor's stand space in any way to maintain an orderly and visually pleasing exhibition. **10. Prohibition of Transfer and Stand Usage:** Exhibitor may not assign, sub-let, grant licences or otherwise permit any person to occupy Exhibitor's stand space in respect of the whole or any part of the stand space allotted to them. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business on its stand space. Exhibits must be solely for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. **11. No Private Functions:** Operation of separate rooms, areas or hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of the Exhibition. Further, Exhibitor expressly agrees that it will not, nor will its employees or representatives, conduct official Exhibitor functions in a hotel or private rooms during hours of the Exhibition. **12. Fire Risks and Safety:** Exhibitors will adhere to all fire and safety regulations which affect the Exhibition in 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 special permission of MA Exhibitions Limited. Any person whether Exhibitor, staff, contractor or worker discovering an outbreak of fire, however slight, should make immediate use of the extinguishers. The exhibition organiser's office should be notified immediately. Exhibitor will notify MA Exhibitions Limited if he/she, or any person proposes, in connection with the Exhibition, to bring into the venue any substance or article which might potentially be hazardous, and will ensure that any requirements which MA Exhibitions Limited may impose in relation to dealing with that substance or article are complied with. In this condition, "Hazardous" means, in relation to any substance that in the opinion of MA Exhibitions Limited may create a risk of fire, explosion or the release of noxious gases, or which may soil or cause damage to the venue or its contents, or which may cause any risk to the health or safety of occupants of the venue. **13. Protection of Exhibits:** All exhibits must be properly protected so as to avoid danger to any person or persons visiting or taking part in the Exhibition. **14. Insurance Liability:** It is a condition of this contract that Exhibitors arrange adequate insurance to protect themselves and others attending the show. The minimum limit of Public Liability expected is £2 million. To provide you with this level of cover and further additional covers, MA Exhibitions Limited has

arranged for Exhibitors to be covered under their insurance policy for a participation fee of €185 (+VAT). An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by email when payment of the Insurance Participation Fee is made with your invoice. Please note that payment of the Insurance Participation Fee must be made before the event commences. Standard limits are:

Cover Headings	Standard Limits		Brief Summary of the Cover
Exhibitor Expenses	GBP	20,000	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.
Exhibitor Property	GBP	20,000	Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.
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.

If you believe you already have adequate Public Liability cover in place you will receive email instructions as to how this can be uploaded onto InEvexco Ltd's portal. This will then be reviewed by InEvexco Ltd, who are a specialist insurance broker and who administer the Organiser's Exhibitor insurance. This should be uploaded at least 30 days prior to the exhibition opening. If for any reason your Public Liability cover is deemed inadequate by InEvexco Ltd then they will inform you why this is the case and what you need to do to satisfy MA Exhibitions Limited's condition regarding insurance. If you disagree with InEvexco Ltd's decision you will be allowed to make use of InEvexco Ltd's complaints procedure. Please do not send any insurance documentation to MA Exhibitions Limited. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco Ltd via their website <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. We strongly recommend you read the policy wording as some exclusions apply. This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your needs. MA Exhibitions Limited accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose or access to or provision of the insurance policy by InEvexco Ltd. The Organiser has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder. MA Exhibitions Limited requires Exhibitors to have adequate Public Liability insurance cover when they exhibit at its events. This is incidental to the services MA Exhibitions Limited provides as the event organiser. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through [www.fca.gov.uk](http://www.fca.gov.uk).

For the avoidance of doubt, MA Exhibitions Limited and the venue will not be responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft, or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by Exhibitor by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of MA Exhibitions Limited whether ejusdem generis or not, for any loss or damage occasioned, if by reason of the happenings of any such event, the opening of the Exhibition is prevented or postponed, or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. Exhibitor agrees that MA Exhibitions Limited shall not be liable in the event of any errors or omissions in any official directory listing or in any promotional activities. MA Exhibitions Limited makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees. **15. Postponement or Abandonment:** In no event will Exhibitor have any claim for damages of any kind against MA Exhibitions Limited or the venue in the respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition, by reason for the happening of any of the events referred to in condition 14 or of the Exhibition building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond MA Exhibitions Limited's control and MA Exhibitions Limited will be entitled to retain such part of all sums paid by Exhibitor, as MA Exhibitions Limited considers necessary, if, in the opinion of MA Exhibitions Limited rearrangement or postponement of the period of the Exhibition, or by substitution of another hall, or building, or any other reasonable manner, the Exhibition can be carried through, the contract to exhibit booking form will be binding upon the parties, except as to size and position of stands, as to which any modification, substitution, or rearrangement they consider necessary will be determined by MA Exhibitions Limited. **16. Exhibitor's Liability for Loss and Damage and Indemnity:** All exhibits, fittings and other items brought into the Exhibition by Exhibitor or the employees, agents, contractors or other invitees of Exhibitor shall be the sole responsibility of and at the sole risk of Exhibitor. MA Exhibitions Limited shall not be responsible for any loss or damage to such exhibits, fittings or items howsoever caused. MA Exhibitions Limited shall not be responsible for the death of or personal injury to Exhibitor or the employees, agents, contractors or other invitees of Exhibitor save in the case of MA Exhibition Limited's negligence. Exhibitor shall indemnify and keep indemnified MA Exhibitions Limited against all losses, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of: (a) any breach by Exhibitor of any part of these terms or the contract to exhibit booking form; (b) any loss suffered by MA Exhibitions Limited as a result of default or negligence of Exhibitor or any of its agents, sub-contractors, invitees or employees; or (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of Exhibitor) arising from the default or negligence of Exhibitor or from any breach by Exhibitor of any

part of the Agreement. Exhibitor is responsible for and will indemnify and keep indemnified MA Exhibitions Limited against all injury, loss or damage arising in connection with the erection, use and dismantling of its stand and exhibits and anything done on or from the exhibitor space caused directly or indirectly by Exhibitor or any contractor, sub-contractor, agent or invitee of Exhibitor or visitor to the exhibitor space or by any exhibit, machinery or other item belonging to or introduced by any such person. **17. Trademarks/Copyright Indemnification:** Exhibitor further agrees to indemnify, defend and hold MA Exhibitions Limited and any Mark Allen Group company harmless from all and against all losses, damages and costs (including legal fees, expenses, and related charges) arising out of any claims of infringement of the trademarks, copyright and other intellectual property rights of any other third party. **18. Decoration:** MA Exhibitions Limited shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by Exhibitor, and it may require the replacing, rearrangement or redecorating of any item or any stand. No liability shall attach to MA Exhibitions Limited for costs that Exhibitor may incur thereby. An Exhibitor building special background dividers must make certain that the surfaces of such dividers are finished so as to not be unsightly to Exhibitors in adjoining stands (no logos, no graphics, etc). If such surfaces remain unfinished at 7pm of the day before the opening of the Exhibition, MA Exhibitions Limited shall authorise the official decorator to effect the necessary finishing and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3pm of the day before the opening day of the Exhibition, MA Exhibitions Limited reserve the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the Exhibition. Any expense incurred from reconfiguring exhibits to adhere to MA Exhibitions Limited guidelines will be the responsibility of Exhibitor. **19. Obstruction:** Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' stands shall be suspended for any periods specified by MA Exhibitions Limited. **20. Personnel and Representatives:** MA Exhibitions Limited reserves the right to determine whether the character and/or attire of stand personnel is acceptable and in keeping with the best interests of the Exhibition and other exhibitors. Stand representatives shall be restricted to Exhibitor's employees and their authorised representatives. All stands must be staffed by Exhibitor during all hours that the show is open. **21. Conduct:** Exhibitor may distribute advertising and printed material from its stand but must not distribute such material in the neighbourhood of entrances and exits, nor in such a manner as to cause annoyance to other exhibitors. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed, except by written permission of MA Exhibitions Limited. In no event shall Exhibitor use its stand to promote any other exhibition or conference. Exhibitor shall conduct and operate its exhibits so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of MA Exhibitions Limited, interferes with the rights of others or exposes them to annoyance or danger, may in its absolute discretion be prohibited by MA Exhibitions Limited. Mechanical or other electrical devices, which emit sound must be operated and controlled so that there is no disturbance to other exhibitors. MA Exhibitions Limited reserves the right to determine the placement and acceptable sound level of all such devices. **22. Removal of Exhibits:** All exhibits must remain fully intact until the Exhibition has officially ended. Exhibits must be removed from the Exhibition by the time specified in the exhibitor's service manual or by such time as may be indicated by a representative of MA Exhibitions Limited. If Exhibitor fails to remove an exhibit in the allotted time, MA Exhibitions Limited reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of MA Exhibitions Limited's choosing or to place the exhibit in a storage warehouse without any liability to MA Exhibitions Limited. In the event of any amounts due to MA Exhibitions Limited from Exhibitor, the exhibits will be subject to a lien. **23. Exhibition Services:** MA Exhibitions Limited undertakes to make all reasonable attempts to provide necessary services for the smooth operation of the Exhibition but accept no responsibility for breakdown or failure of such services. **24. Cleaning of Stands:** Exhibitor will accept full responsibility for keeping their stand free from rubbish and generally to a standard acceptable to MA Exhibitions Limited. Exhibitor must ensure that their stand space is left free from all rubbish and materials after the event. Exhibitor is liable for all costs associated with the removal of rubbish and materials from their stand space at the close of the Exhibition. **25. Photography:** MA Exhibitions Limited reserves all photographic rights for the Exhibition and will appoint official photographers who will undertake photography for any Exhibitor at a reasonable charge. **26. Storage:** Exhibitor will be responsible for the removal from the Exhibition premises and storage of all crates and empty cartons not required on their stand space. **27. Admission:** Admission to the Exhibition will be restricted to those persons who, in the opinion of MA Exhibitions Limited, have a legitimate, professional interest in the subject of the Exhibition. MA Exhibitions Limited reserves the right to refuse admission to any person or persons to the Exhibition without assigning any reason. No persons under the age of 18 years of age will be permitted on the Exhibition floor at any time, without the express permission of MA Exhibitions Limited. MA Exhibitions shall have sole control over admission policies at all times. **28. Right of Rejection:** Exhibits are admitted to the Exhibition and will remain there, solely on strict compliance with these rules and regulations. MA Exhibitions Limited reserves the right to prohibit in whole or in part, and reject any Exhibitor or their representative in the case of failure to comply with the rules and regulations. There will be no return of payment if such rejection or prohibition is deemed necessary by MA Exhibitions Limited. **29. Amendment of Rules:** MA Exhibitions Limited reserves the right to alter, add to, or amend any of these rules and regulations. Should any question arise, whether provided for in these conditions or not, the decision of MA Exhibitions Limited will be final. No alteration, addition, amending or waiver to or of these rules and regulations will operate to release any exhibitor from their contract. The description headings to these rules and regulations are merely for reference and do not form part of the contract between the parties. **30. Security:** General security will be provided by the venue during the period of installation, show and dismantling, but they will not be responsible for Exhibitors' equipment/material if lost or damaged. Exhibitor agrees that the provision of such services constitutes adequate discharge of the obligations of MA Exhibitions Limited to supervise and protect Exhibitor's property with the Exhibition. Exhibitor may furnish additional security at its own expense through the official security provider. **31. Car Parking:** Facilities differ at each venue. Access and availability for the most convenient car parks will be made known nearer the time of the Exhibition and contained in the exhibitor's service manual. **32. Deliveries:** For details on where and when to make deliveries please refer to the exhibitor's service manual or contact MA Exhibitions Limited. **33. Electrical Supplies:** Exhibitors must inform MA Exhibitions Limited and follow the instructions in the exhibitor's service manual if they require an electrical supply to their stand space. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. **34. Performance of Music:** Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to MA Exhibitions Limited that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless MA Exhibitions Limited from any damages or expenses incurred by MA Exhibitions Limited due to Exhibitor's use or authorisation of use of such music. **35. Termination and Withdrawal:** Without prejudice to any other rights it may have MA Exhibitions Limited may terminate the contract by notice in writing: (a) if the whole or any part of the amounts due from Exhibitor to MA Exhibitions are not paid within fourteen days of the due dates (whether formally demanded or not); (b) if Exhibitor fails to observe and fulfil any of these terms or the contract to exhibit booking form; or (c) if an order is made or a resolution is passed for the winding up of Exhibitor, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of Exhibitor, or an order is made for the appointment of an administrator to manage the affairs, business and property of Exhibitor, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Exhibitor, or notice of intention to appoint an administrator is given by Exhibitor or its directors or by a qualifying floating charge holder (as defined in Para. 14 Schedule B1 Insolvency Act 1986), or a receiver or administrative receiver is appointed of any of Exhibitor's assets or undertakings, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of Exhibitor, or if any other person takes possession of or sells Exhibitor's assets, or Exhibitor makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way or, being an individual, a bankruptcy order is made against Exhibitor, or it enters into any compromise or arrangement with its creditors, or any event occurs in a foreign jurisdiction analogous to, or comparable with, any of the above. Upon termination Exhibitor shall remain liable to pay MA Exhibitions Limited the amounts due from it under the contract to exhibit booking form prior to such

termination. **36. Exhibitor's Service Manual:** MA Exhibitions Limited shall endeavour to provide to all exhibitors an exhibitor's service manual in advance of the opening of the Exhibition which, inter alia, contains specific information with regards to the Exhibition. Exhibitor agrees to abide by any relevant provisions contained in the exhibitor's service manual. **37. Additional Regulations:** In addition to the terms contained herein, Exhibitor must comply with and observe all other instructions and regulations laid down by the venue from time to time and any other laws and regulations in the local authority or jurisdiction in which the Exhibition is taking place. **38. Data and Privacy:** Exhibitor may supply and submit employee personal data for MA Exhibitions Limited to use as part of the event service we provide and which is set out in the contract. MA Exhibitions Limited will process and use this data in line with Mark Allen Group Privacy Policy, but Exhibitor will remain the data owner and such data will only be used by MAG in relation to exhibitions and events. Exhibitor may also use the systems we provide to register, market and invite customers, guests and other relevant people to the event. In these instances, Exhibitor must ensure that it has the correct permissions to contact these individuals in line with its own GDPR policy and that Exhibitor remains the data controller. The Mark Allen Group Privacy Policy, which relates to MA Exhibitions Limited is available to view at [privacypolicy.markallengroup.com](http://privacypolicy.markallengroup.com). **39. Entire Agreement:** These conditions and the contract to exhibit booking form contain the entire agreement between MA Exhibitions Limited and Exhibitor and supersede all prior agreements or undertakings of any kind, whether written or oral. Any modification or waiver of any provision of these conditions or the contract to exhibit booking form must be in writing signed by a duly authorised representative of the party against whom enforcement of any waiver or modification is sought. If any provision in these conditions or the contract to exhibition booking form is held to be invalid, prohibited or unenforceable for any reason, the validity of the remaining provisions shall not be affected. **40. Applicable Law:** The validity, construction and performance of these conditions and the contract to exhibit booking form shall be governed by English law and subject to the non-exclusive jurisdiction of the English Courts.