Exhibitor Terms and Conditions

CENEX LIMITED TERMS AND CONDITIONS FOR SUPPLY OF SERVICES/ EXHIBTION STAND SPACE IN RESPECT TO LCV2016 EVENT, 14TH - 15TH SEPTEMBER LCV2016. TO BE HELD AT MILLBROOK.

1 Definitions

The parties referred to in these terms and conditions are as follows:

1.1 "Services" means services to be provided by the "Company" as detailed in the "Confirmation of Order to attend LCV2016".

1.2 "Additional Services" means services which are not detailed within the "Confirmation of Order to attend LCV2016", for example, AV equipment, Furniture, Graphics etc or other specific services required by the "Client" to support their attendance at LCV2016 which are agreed after completion of the online "Exhibitor Registration" and exhibition space booking Form.

1.3"Agreement" means the agreement between the "Company" and "Client" for the supply of services in accordance with these terms and conditions and the "Confirmation of Order to attend LCV2016".

1.4 "Balance" means the "Consideration" less the "Deposit" previously paid by the "Client".

1.5 "Confirmation of Order to attend LCV2016" means summary of facilities, services and terms and conditions to be provided under this agreement.

1.6 "Client" means the contracting Company or person.

1.7 "Company" means Cenex Ltd, Advanced Technology Innovation Centre, Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, England. Registration number 05371158. Registered at 55 Colmore Row, Birmingham B3 2AS.

1.8 "Consideration" means the consideration payable by the "Client" to the "Company" as stated in the "Agreement".

1.9 "Contract" means a booking made electronically through the LCV2016 website by pressing the "confirm booking" button

1.10 "Deposit" means initial payment due on completion of the online exhibitor booking form as detailed in the "Confirmation of Order to attend LCV2016".

1.11 "Event Date" means the date stated within the "Agreement" on which "Services" will be provided by the "Company" to the "Client".

1.12 "Facility/Facilities" means the use of Millbrook's Concept Centre and/or Concept 2 buildings and any other buildings; structures or other facilities of Millbrook from time to time in respect to a particular event (including but not limited to marquee or 'pavilion') and/or the track at Millbrook and/or other areas referred to by the Company as the Steering Pad, Off-Road Reception and of the Pod structure as the Company may determine and/or the allocation by the Company of Stand Space thereto and the return of those facilities in the same condition/ state of repair at the end of the Contract or earlier termination or cancellation.

1.13 "Participant" means all or any Invitees or guests of the "Client".

1.14 "Payment Dates" means the dates upon which the "Deposit" and the "Balance" are due and payable to the "Company".

1.15 "Representative" means any person or persons acting as servants or agents of the "Company" or independent contractors employed by the "Company".

1.16 "Event" means the Cenex Low Carbon Vehicle or LCV2016 event at Millbrook, Bedfordshire on the 14th & 15th September 2016 and as detailed in the "Confirmation of Order to attend LCV2016".

1.17 'Millbrook' means the Millbrook Proving Ground at Millbrook, Bedfordshire and/or any of its Facility/Facilities as hereinafter defined.

2. Application of Terms and Conditions

2.1 These terms and conditions apply in respect of all Services and Additional Services supplied or contacted out by the Company under this Agreement on the Event date and no modification thereof is binding unless in writing and signed by a duly authorised officer of the Company.

2.2 These terms and conditions override any other terms and conditions stipulated, incorporated or referred to by the Client.

2.3 The Agreement to which these terms and conditions apply shall not be assignable.

2.4 By completing the Booking Form which incorporates these Terms and Conditions, you agree on behalf of the Client to be bound by them in their entirety

3. Price and Payment

3.1 The price of a booking will be the price stated on the Confirmation of Order to attend LCV2016 ("Price"). Any subsequent variation in the Price agreed by the Company will only be valid if confirmed in writing to you.

3.2 The Price is payable as follows:

The total cost shown on the booking form will be required to be paid in full upon signing the contract (ie. confirmation of booking made electronically) unless otherwise agreed between company and client and confirmed on the Confirmation of Order.

3.3 Payment may be made in cash, BACS, cheque or by any debit or credit card we accept at the time you make payment. However, payment by credit card will be subject to a 2.5% surcharge.

3.4 Interest will be chargeable at the rate of 2% above the current base rate at the time of Bank of Scotland on any payment not received by us from you in accordance with Clause 3.2.

3.5 The Contract Price shall, unless expressly specified, be exclusive of all duties and taxes whatsoever in respect of the provision of the Services and all such duties and taxes shall be

paid by the Client/Exhibitor. Unless specified therein, quotations exclude Value Added Tax at the prevailing rate on the date of supply of the service.

4. Cancellation Terms

4.1 The following cancellation charges will apply in the event the Client cancels the Event booking:

More than 90 days before any Event – 50% of the Price.

From 90 days to 45 days before any Event – 75% of the Price.

Less than 45 days up to the Event date – 100% of the Price.

4.2 All cancellations must be received in writing to Cenex Ltd, Advanced Technology Innovation Centre, Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, England, and will be deemed to take effect from the date of receipt by the Company.

4.3 Cancellation charges which relate to Additional Services hired in by the Company for the event, as requested by the Client, will be charged 100% of the cost.

4.4 The Company will use all reasonable efforts to mitigate the costs and in the event that the Company are able to hire out the facilities and Additional Services to an alternative client, then the Company will refund to the Client such sums that the event will provide after deduction of costs.

4.5 In the event of any dispute concerning the provision of the Services by the Company hereunder to the Client/Exhibitor, the Client shall not be entitled to withhold payment in respect of other aspects of the services not in dispute or otherwise delay payment of the Company's invoice.

5. Booking Conditions

You agree on behalf of the Client and all and any other Participants that:

5.1 No warranty, expressed or implied, is given by the Company that Millbrook or any part of it will prove adequate in all respects for any use contemplated by the Client/Exhibitor.

5.2 The Client shall, at all times, comply with all reasonable general rules, regulations procedures and requirements of the Company notified to the Client whilst on the Facility (meaning Millbrook and/or the Facility/Facilities) relating in particular to any prohibition against smoking (in specified areas) and adherence to speed limits and ensure that its personnel comply with security procedures (including but not limited to searching vehicles, cases and bags) and checks laid down or required by the Company. The Company expressly reserves the right at any time to decline to permit any individual to drive any vehicle pursuant to paragraph 5.6 hereto, refuse access to or order the removal of any individual or vehicle from the Facility upon reasonable grounds and without notice, although reasonable notice will be given whenever possible. Such a refusal of access or exclusion shall be without prejudice to the rights of the Company to charge the Client in respect of the Facility/Facility and/or Services already supplied.

5.3 The Client shall only make use of that part of Millbrook, or the Facility/Facilities referred to, designated by the Company as being available for use by the Client and during such hours and using such procedures as may be specified by the Company. The Client shall not enter any other part of Millbrook's premises other than those to which they have been given access in connection with the Contract. Security restrictions must be adhered to.

5.4 Vehicles provided by the Client for use at Millbrook or the Facility/Facilities referred to shall be provided with silencing to such standards as may be required by the Company at its reasonable discretion.

5.5 The Client shall immediately notify the Company of any incident or matter coming to the attention of the Client during its use of Millbrook or the Facility/Facilities referred to which may be a contravention of these Conditions. Such notification may be verbal at first instance but shall be confirmed in writing to the Company giving all relevant detail within 48 hours of such incident or matter.

5.6 The Client shall ensure to the satisfaction of the Company that each individual who is in control of a vehicle (or instructing others in the use of the vehicle) using Millbrook, or the Facility/Facilities referred to on behalf of the Client, is in possession of a valid United Kingdom driving licence (or such overseas driving licence as is recognised in the United Kingdom as being equivalent thereto) in respect of the class of vehicle concerned, is medically fit to drive that vehicle and is not under the influence of alcohol or drugs, and shall provide upon demand such reasonable proof of fitness as may be required by the Company.

5.7 The Client shall ensure that any employees, servants, agents, representatives and guests or other individual who is in control of any vehicle, is familiar with and capable in all respects of driving such vehicles in a safe and controlled fashion. Where he/she is to be accompanied by an instructor, the Client is required to ensure that such employees, servants, agents, representatives and guests or other individual, must comply with any instructions/signals given by any instructors or track marshals.

5.8 The Company expressly reserves the right to remove any vehicle of the Client deemed by the Company as having been rendered disabled or causing an obstruction or a potential danger to other drivers or other persons, from Millbrook or the Facility/Facilities referred to in whatever reasonable and proper fashion it deems appropriate at the sole cost of the Client/Exhibitor.

5.9 The Client will at all times observe the requirements of the Health and Safety at Work Act 1974 and any amendment thereto.

5.10 The Client shall fully and effectively indemnify the Company against all costs, claims, expenses and other liability, howsoever arising, whether in respect of damage to property or otherwise and whether suffered by the Company or any other third party, so far as the same arises directly or indirectly in consequence of the negligent or improper use of Millbrook and the Facility/Facilities by the Client/Exhibitor.

5.11 The Client shall maintain a policy(s) of insurance against all liabilities which may attach to the Client for any death, injury, loss or damage to any person or property arising out of or in connection with the Client's/Exhibitor's use of Millbrook. This insurance shall be effected in such sum as may be agreed but in any event for not less than an indemnity of £2,500,000 in respect of any one accident or series of accidents arising out of one event.

5.12 Minors (under the age of 18) or animals are not permitted on Millbrook's Facility/Facilities as defined above.

5.13 The Client acknowledges that the Company and Millbrook Facility provides services on behalf of other clients of a highly confidential nature and therefore the Client shall advise its employees, servants, agents, representatives, and guests that the use of cameras or video equipment (including digital) are not permitted outside of the LCV2016 showground within the Millbrook Facility without the Company's prior written consent, and that the Company reserves the right to confiscate the same if the client is discovered breaking this confidentiality.

5.14 If the Company has reason to believe that the Client is engaged in any activities which the Company believes are illegal or contrary to the best interests of the Company and or the Event (including but not limited to the distribution of literature which is either potentially libellous or racist in nature), the Company reserves the right to cancel the Stand/Stand Space and any other use of the Facility/Facilities by the Client without being liable for refunding any amount of the Contract Price and

may require the Client to vacate such Stand/Stand Space and any other use of the Facility/Facilities.

5.15 All Clients / Exhibitors will observe and comply with all circuit rules and regulations and any advice, instruction, request or decision made by the Company whether on the grounds of the safety of the Participants or any other person or for any other reason at all;

5.16 The Company's opinion on all matters regarding safety will be final.

5.17 That any Participants acting in a manner which in the Company's opinion is dangerous or may interfere with or disrupt the Event will at the Company's request and without further liability immediately leave the Event venue until after the end of the Event booking and the Company shall be entitled at our sole discretion to suspend the Event until the Company's request is complied with by any Participant.

5.18 The Company will be entitled at the time of any Event to prevent a Participant from driving who is not legally entitled to drive or in the Company's opinion is not fit and proper to drive (due to mental state of mind or may be under the influence of drugs, alcohol etc) or in the Company's opinion represents, in any way, a risk to the health and safety of other participants or Clients.

5.19 No Client will be allowed to take part in the Ride and Drive Event unless they have attended the full safety briefing preceding the Event.

5.20 Where required by the Company, all Participants must wear a crash helmet and any other safety equipment/ clothing as deemed necessary by the Company on the grounds of health and safety.

5.21 In the interest of health and safety and to protect the quality of the Event, the Company reserves the right at their sole discretion to alter or amend the content of the Event.

6. Liability

6.1 It is a condition of this Agreement that in order for a Participant to take part in the ride and drive Event the Participant must be in a fit medical condition to do so. It is also the Clients responsibility to ensure that the Participant signs the Company's disclaimer of liability agreement (will be provided by the Company on the day of the event and is attached to these terms and condition) prior to driving any vehicle.

6.2 Any Participant failing to sign the disclaimer of liability agreement will not be permitted to take part in the ride and drive Event.

6.3 If a Participant is allowed to participate in the ride and drive event or drive a vehicle, by the Client, without a signed disclaimer of liability agreement, the Company will hold the Client responsible for any consequential liability and losses. Indeed the Company may cease the activity for the Participant and / or the Client on the grounds of safety.

6.4 The Client is responsible for ensuring all Participants are sufficiently capable of understanding instructions given to them in the English Language on safety or whilst driving. The Company will not be liable in any way for any consequences arising from the Client's failure to do so. Indeed the Company may cease the activity for the Participant and or the Client on the grounds of safety.

6.5 Force Majeure - If the Company is unable to perform any of its obligations under this Agreement by reason of any circumstances, cause or event outside its control including (without limitation of the generality of this Clause) any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water service, electricity etc., the Company shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance of the obligations of the Company hereunder shall not entitle the Client to claim damages of any kind whatsoever whether direct, indirect or consequential.

6.6 The Company has Public Liability insurance cover up to a limit of £20,000,000 for any one event and unlimited aggregate cover in the period for all events.

6.7 The Client shall be liable for any damage caused by the Participants to the facilities and property owned by the Company except to the extent it is deemed fair wear and tear.

7. General

7.1 No variation of this Agreement shall be binding upon the parties to this Agreement unless it is in writing and signed by the parties

7.2 The Company has a preferred suppliers list for all outside suppliers, including but not limited to catering, AV, signage, marquees and entertainments. Clients are not permitted to bring in outside contractors without the express written consent of the Company.

8. Hazardous Substances

8.1 With regard to the Control of Substances Hazardous to Health Regulations (1988) ('COSHH') and any amendment thereto the Client will provide the Company with handling and storage data for any relevant material and will provide updated data as it becomes available. Where the Client leaves on site after the Event any such hazardous material, whereupon the Company incurs costs relating to the disposal thereof, or the Client causes any contamination by waste; effluent or release of fluids or substances, then Millbrook will recharge such costs to the Client, together with an administration charge of 15% thereon which Millbrook reserve the right to levy.

9. Equipment brought on to site

9.1 The Client/Exhibitor warrants that all equipment and instrumentation brought on to Millbrook premises by the Client/ Exhibitor fully comply with relevant safety standards. This includes portable electric appliances which must have been tested, certified as safe (PAT Certificate) and identified as such by a competent person as defined by the 1989 Electricity at Work Regulations and any amendment thereto.

9.2 The Company reserves the right to inspect such equipment and instrumentation and to refuse entry or to undertake the appropriate certification at the Client's/Exhibitor's expense. The Company shall not be liable for any delays or costs to the Contract resulting from any action under this condition.

10. Jurisdiction

10.1 This contract shall be governed by and construed in all respect in accordance with the laws of England.