



Exhibiting at Goodwood Revival 2017





FOREWORD

Surrounded by beautiful West Sussex downland, Goodwood has been my family's home for more than 300 years.

As well as our world-famous racecourse, founded by the 3rd Duke of Richmond in 1802, the Goodwood Estate has an organic farm, the historic Motor Circuit, two golf courses, The Goodwood Hotel, a historic cricket pitch and an aerodrome.

In recent years Goodwood has established a worldwide reputation for the excellence of our two international motor racing events. The Festival of Speed, established in 1993, saw the return of motor sport to Goodwood, the motor circuit having closed in 1966. Then, in the autumn of 1998 we launched The Revival following the restoration of the classic circuit founded by my Grandfather, the 9th Duke of Richmond, back in 1948.

The Goodwood Revival is the world's only historic motor racing event staged entirely to a period theme, with cars and bikes from the halcyon days of this great circuit (1948 and 1966). The Revival is a magical step back in time, a rare chance to revel in the romance and glamour of racing as it used to be with wheel-to-wheel action around the fast and sweeping curves of a track still preserved in its original form. As well as the racing, our historic flying displays, featuring Spitfires, Hurricanes and Mustangs, are a reminder of the aerodrome's crucial role in the Second World War when it was an important base for fighter squadrons defending the South Coast.

Goodwood has been at the heart of the English summer sporting season for over 200 years and we now attract over 750,000 visitors and race fans each year. I very much look forward to welcoming you to Goodwood.

Mark
THE EARL OF MARCH



The Goodwood Revival came to life in the autumn of 1998, a dream come true for the Earl of March, whose grandfather – the Ninth Duke of Richmond – had opened the Motor Circuit at Goodwood in 1948.

The event relives the glory days of Goodwood Motor Circuit, which was Britain's leading racing venue during its active years between 1948 and 1966. During this time it hosted contemporary racing of all kinds, including Formula 1, the famous Goodwood Nine Hours race and the celebrated Tourist Trophy sports car race.

Now, annually for three late summer days each September, the circuit echoes to the spine-tingling bark of golden-age grand prix cars from the 1950s and 60's, thundering sports and GT cars, as well as historic saloon cars and little-seen Formula Juniors. The lovingly-restored circuit is unchanged from its heyday and great lengths are taken to ensure that everything on the site is exactly as it was.

In 2016, a sell-out 150,000 people flocked through the gates of the historic Goodwood Motor Circuit to enjoy the three days of spine-tingling racetrack action and nostalgic atmosphere.

Aside from the intoxicating entertainment on the track, there is breathtaking action in the skies above this former Battle of Britain airfield as Spitfires, Hurricanes and Mustangs perform elaborate swoops and dives over the circuit. There are also flying demonstrations from a host of other period aircraft, making the Revival almost as revered for its glorious air shows as it is for the thrilling motor racing. A key attraction of Revival is the Freddie March Spirit of Aviation concours d'elegance with an ever-increasing number of pre-1966 aeronautical beauties on show each year.

The Goodwood Revival is the only event that places motor racing into a carefully-choreographed historical backdrop. The result is a truly unforgettable experience and an atmosphere unlike any other sporting event, which the Daily Telegraph described as 'A weekend in heaven'.



WHY EXHIBIT AT REVIVAL?

The Revival attracts over 150,000 people across three days each September, as well as reaching millions more through digital and social media.

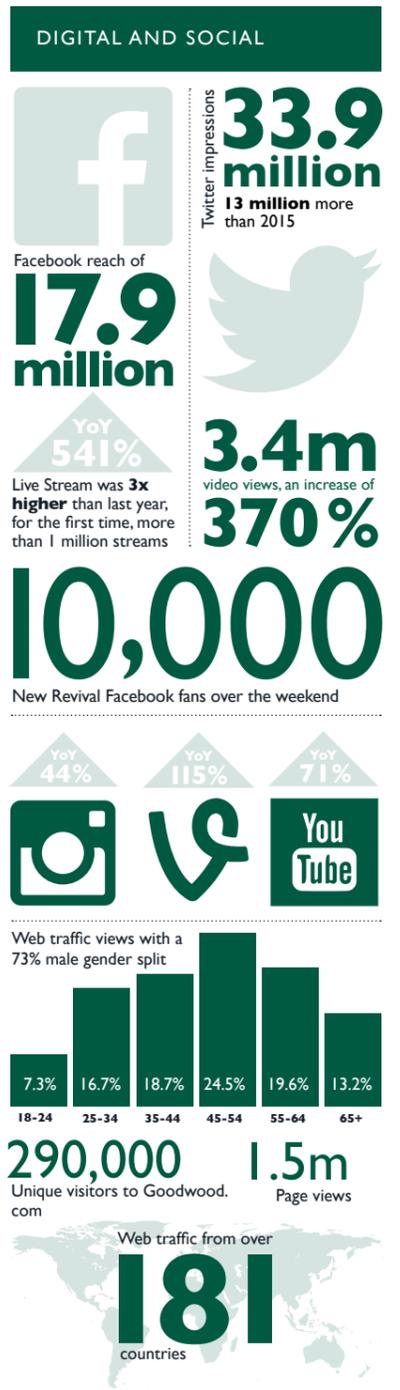
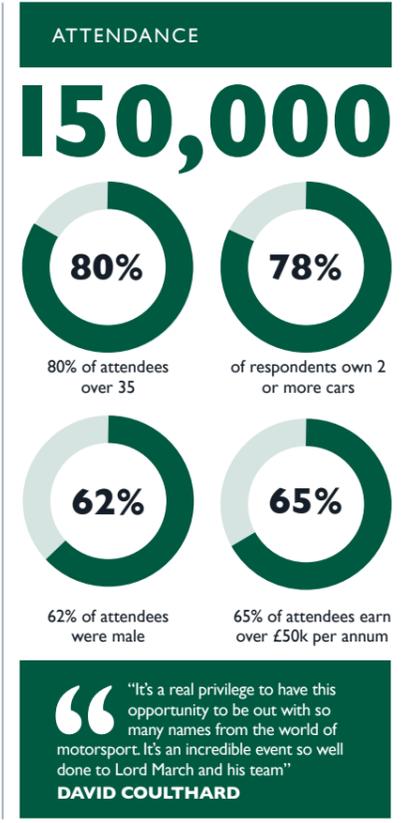
WHO IS OUR AUDIENCE?

- 50% of visitors are aged 35-54
- 65% of visitors have an annual income of £50,000
- 78% own two cars or more
- As well as the motorsport content, the off-track entertainment and vintage fashion are important reasons visitors attend Revival. Awareness of the High Street, Revival Market and Over The Road is high at 97% amongst attendees.



SETTING THE SCENE

The smell of engines mingled with the unmistakable roar of iconic race cars, the Motor Circuit came alive for the Revival 9-11 September 2016, both on and off the historic track. Recreating the golden era of motor racing, between 1948 and 1966, with theatrical and sporting drama, a day out at the Revival also means the treat of dressing up in period costume.





WHAT WILL IT COST ME?

PACKAGES - GOODWOOD REVIVAL

REVIVAL MARKET HIGH STREET SHOP

A fully waterproof unit in the Revival High Street

Provided with:

- Finishes to contemporary standards
- Full light and power connection with internal distribution
- A Custom built shop façade and return walls if necessary
- 10 general admission tickets for each day of the Revival
- Name in the Official Revival Meeting programme
- 2 x Goodwood Revival programmes



COST: £POA



OPTION A

5m x 5m Peaked Pagoda

Provided with:

- Gridmatt Floor with Carpet
- 2 x 2 Gang Power Sockets
- Signage - company name only
- Company name on Goodwood website
- Name in the Official Revival Meeting programme
- 1 x Goodwood Revival programme



COST: £2,900 + VAT



OPTION B

3m x 4.5 Retail Unit

Provided with:

- Gridmatt Floor with Carpet
- 1 x 2 Gang Power Sockets
- Signage - company name only
- Company name on Goodwood website
- Name in the Official Revival Meeting programme
- 1 x Goodwood Revival programme



COST: £1,660 + VAT



REVIVAL 'OVER THE ROAD'

OPTION C

6m x 6m Peaked Pagoda

Provided with:

- Coco mat flooring
- 2 x 2 Gang Power Sockets
- Signage - company name only
- Company name on Goodwood website
- Name in the Official Revival Meeting programme
- 1 x Goodwood Revival programme



COST: £2,500 + VAT



OPTION D

5m x 5m Peaked Pagoda Marquee

Provided with:

- Coco mat flooring
- 2 x 2 gang power sockets
- Signage - company name only
- Name in the Official Revival Meeting programme
- Company name on Goodwood website
- 1 x Goodwood Revival programme



COST: £2,000 + VAT



OPTION E

5m x 5m Terraced Unit

Provided with:

- Coco mat flooring
- 2 x 2 gang power sockets
- Signage - company name only
- Name in the Official Revival Meeting programme
- Company name on Goodwood website
- 1 x Goodwood Revival programme

COST: £1,675 + VAT



OPTION F

3m x 4.5m Terraced Unit

Provided with:

- Coco mat flooring
- 1 x 2 gang power sockets
- Signage - company name only
- Name in the Official Revival Meeting programme
- Company name on Goodwood website
- 1 x Goodwood Revival programme

COST: £1,400 + VAT



OPTION G

"Space only" minimum of 5m x 5m. Exhibition unit subject to approval by the Exhibitions Team (See Terms and Conditions)

Provided with:

- Signage - company name only
- Name in the Official Revival Meeting programme
- Company name on Goodwood website
- 1 x Goodwood Revival programme

COST: £48.00 per m² + VAT





APPLICATION FOR EXHIBITION SPACE
GOODWOOD REVIVAL

Company:
Contact Name:
Contact Name On Site:
Contact Job Title:
Address:
Postcode:
Tel:
On Site Tel:
Fax:
Email:
Website:

25% DEPOSIT PAYMENT MUST BE MADE WITHIN 5 WORKING DAYS OF SUBMITTING COMPLETED

Full payment is required for applications made within 12 weeks of the event date.

PAYMENT METHODS:

- CREDIT CARD
BANK TRANSFER
CHEQUE

GRRC BANK TRANSFER DETAILS

Nat West Bank, Chichester
Sort Code: 600524
Account Number: 21646090
IBAN Number: GB52NVBK60052421646090
BIC: NWBKGB2L

PAYMENTS MUST BE MADE FREE OF ALL BANK CHARGES

I SHALL BE PAYING £

BY BACS ON DDMMYY (DATE)

All payments must be made in accordance with the terms and conditions.

CHEQUES

MAKE PAYABLE TO:
GOODWOOD ROAD RACING COMPANY LTD
I ENCLOSE MY CHEQUE TO THE VALUE OF £

TO MAKE A PAYMENT BY CREDIT/DEBIT CARD DETAILS PLEASE CONTACT:

EVENT SALES TEAM ON 01243 755081

PLEASE TICK:
Dep Full Payment

WE CONFIRM THAT WE HAVE READ, UNDERSTOOD AND AGREE TO COMPLY FULLY WITH THE EXHIBITION TERMS AND CONDITIONS.

NAME:

SIGNED:

POSITION: DATE:

Please return this form, together with monies due to:

Event Sales Team, Goodwood Racecourse, Goodwood, Chichester, PO18 0PS Email: event.sales@goodwood.com

TERMS AND CONDITIONS OF EVENT CONTRACTS FOR SPACE

These terms and conditions are to be incorporated into all Event Contracts for Space between Goodwood Road Racing Company Limited and any Exhibitor.

1. INTERPRETATION

1.1 In these Terms and Conditions the following expressions shall have the following meanings:

Additional Regulations means the regulations issued by the Company in relation to the Event;

Break Down period means the period notified to the Exhibitor by the Company for removal of all Exhibits and stands from the Event;

Build up Period means the period notified to the Exhibitor by the Company for the installation of all Exhibits and stands at the Event;

Company means Goodwood Road Racing Company Ltd registered in England under company number 466176;

Contract for Space means the binding contract between the Exhibitor and the Company to occupy space at the Event, which shall include the application form and the following terms and conditions;

Event means the annual Goodwood event as detailed on the Application Form;

Exhibitor means any person to whom Space at the Event is allocated under a Contract for Space and shall include all staff, employees, servants and agents of such person;

Exhibit means any article so described by the Exhibitor and permitted by the Company to be exhibited;

Intellectual Property means any present and future intellectual property rights, including any and all trade marks, copyright, registered and unregistered design rights, service marks, domain name registrations, database rights, goodwill and the right to sue for passing off, rights in trade secrets, know-how, trade or business names and all other intellectual property rights in any part of the world in each case whether registered or unregistered and including all applications and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Space means the area allocated to the Exhibitor by the Company, which shall include any stand erected on the area.

1.2 The headings in the Contract for Space are for convenience only and shall not affect their interpretation

2. DURATION OF THE EVENT AND TIMETABLE

2.1 Details of the times and dates of the Event are detailed on the application form or as otherwise notified to the Exhibitor by the Company and are subject to confirmation.

3. CONTRACT FOR SPACE

3.1 Applications for Space must be made on the Company's official Exhibitors' application form which is issued by the Company from time to time. The Company may at its sole discretion accept applications by other means. The Company reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on the Company's standard form and whether or not all or part of the payment for Space has been made.

3.2 A binding Contract for Space shall come into force only when the Company has written to the Exhibitor in response to and in acceptance of the Exhibitor's application for Space. For the avoidance of doubt, such written acceptance can be communicated by email provided that this is from the Company's email address.

3.3 The Company is not bound to accept an application for Space from a potential Exhibitor for the Event if it has accepted an application for Space from that Exhibitor for another Event. There is no automatic right for an Exhibitor to participate in any subsequent Event.

3.4 The signatory signing the Contract for Space on behalf of the Exhibitor shall be deemed to have full authority to do so.

4. OCCUPATION OF STAND

4.1 Subject to the rights of the Company in the Contract for Space and subject to payment of the fees, the Exhibitor shall have a licence to occupy the Space for the purpose of displaying Exhibits and other authorised articles, items and materials within the scope of the Event for the duration of the Event.

5. PAYMENT

5.1 The Exhibitor shall pay the Company in accordance with the payment details set out in the Contract for Space. The Company reserves the right to require payment in full if an application for Space is made within twelve weeks of the Event.

5.2 The Company reserves the right to refuse to allow the Exhibitor to occupy the Space if the Company has not received cleared funds of all payments due from the Exhibitor before the due dates. In the event that full payment has not been received within four weeks of the Event the Company reserves the right to cancel the Contract for Space and re-sell the Space without penalty. In such circumstances, any deposit and other sums paid by the Exhibitor shall be non refundable unless the Company re-sells the Space for an amount which exceeds the total of all sums paid by the Exhibitor.

5.3 Unless otherwise stated, all sums payable by the Exhibitor are exclusive of VAT.

5.4 Unless otherwise agreed by the Company the Exhibitor shall pay all sums due to the Company within 30 days of receipt of the Company's invoice. The Company reserves the right to refuse cheque payments.

5.5 The Exhibitor shall not be entitled to withhold any payment in whole or in part on the grounds of a claim, counterclaim or set-off.

5.6 Time shall be of the essence in respect of all payments due under the Contract for Space.

5.7 Contractual interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above the Bank of England base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. In addition to contractual interest, reasonable debt recovery costs commensurate with the debt recovery costs provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 will be payable.

6. CANCELLATION BY EXHIBITOR

6.1 In the event that the Exhibitor:
a) Requests to cancel the Space after the Contract for Space has become binding in accordance with clause 3; or
b) Fails to meet any of the payment obligations (including dates of payment) detailed in the Contract for Space; or
c) Fails to occupy the Space by the opening time on the first day of the Event; then the Company reserves the right (but without being obliged to do so) to treat the Contract for Space as being cancelled and to apply the cancellation charges set out in clause 6.2 and to reallocate the Space to another exhibitor.

6.2 If cancellation occurs more than five calendar months prior to the Event, 50% of the total fees will be charged. If cancellation occurs less than five calendar months prior to the Event, 100% of the total fees will be charged.

6.3 Cancellation by the Exhibitor will only be effective if the Exhibitor provides written notice of cancellation by recorded delivery post.

6.4 Notwithstanding that the Company may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the Company shall be under no obligation to reimburse any deposit or all or any part of a cancellation charge.

6.5 The Exhibitor shall fully and promptly indemnify the Company against all expenses, costs, claims, losses, liabilities, charges and damages which the Company may suffer or incur as a result (directly or indirectly) of the cancellation of the Contract for Space by the Exhibitor including, without limitation, where the Space or stand is dressed or altered in any way in order to maintain an orderly or visually pleasing Event.

EXHIBITION OPTIONS

Table with columns: TENTAGE OPTIONS, PRICE, NUMBER OF UNITS REQUIRED, TOTAL NET PRICE OF UNITS+VAT, TOTAL. Rows include OPT A (5x5 Revival Market), OPT B (3x4.5 Retail Unit), OPT C (6x6 Over the Road), OPT D (5x5 Over the Road), OPT E (5x5 Over the Road), OPT F (3x4.5 Over the Road), OPT G (Space Only Min 25 M²).

SIGNAGE REQUIREMENT - only applicable on retail units A-F

NAME AS YOU WOULD LIKE IT TO APPEAR ON SIGN ABOVE ENTRANCE TO UNIT:

Empty box for signage name

PROGRAMME DETAILS - In order for your entry to be correct in the Official Revival Programme, please complete below.

Company:
Work Tel:
Website:
Product* (not more than 10 words):

*The official programme publishers retain the right to determine the amount of space available for exhibitors' entries in the Official Programme. *1st July 2017 is the cut off date for entry in the Official Programme

FOR OFFICE USE ONLY

ACC NO: PAID: DEPOSIT BALANCE

STAND NO:

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“Company” means Goodwood Road Racing Company Ltd registered in England under company number 466176;

“Contract for Space” means the binding contract between the Exhibitor and the Company to occupy space at the Event, which shall include the application form and the following terms and conditions;

“Event” means the annual Goodwood event as detailed on the Application Form;

“Exhibitor” means any person to whom Space at the Event is allocated under a Contract for Space and shall include all staff, employees, servants and agents of such person;

“Exhibit” means any article so described by the Exhibitor and permitted by the Company to be exhibited;

“Intellectual Property” means any present and future intellectual property rights, including any and all trade marks, copyright, registered and unregistered design rights, service marks, domain name registrations, database rights, goodwill and the right to sue for passing off, rights in trade secrets, know-how, trade or business names and all other intellectual property rights in any part of the world in each case whether registered or unregistered and including all applications and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Space” means the area allocated to the Exhibitor by the Company, which shall include any stand erected on the area.

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5. PAYMENT

5.1 The Exhibitor shall pay the Company in accordance with the payment details set out in the Contract for Space. The Company reserves the right to require payment in full if an application for Space is made within twelve weeks of the Event.

5.2 The Company reserves the right to refuse to allow the Exhibitor to occupy the Space if the Company has not received cleared funds of all payments due from the Exhibitor before the due dates. In the event that full payment has not been received within four weeks of the Event the Company reserves the right to cancel the Contract for Space and re-sell the Space without penalty. In such circumstances, any deposit and other sums paid by the Exhibitor shall be non refundable unless the Company re-sells the Space for an amount which exceeds the total of all sums paid by the Exhibitor.

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6.1 In the event that the Exhibitor:

- Requests to cancel the Space after the Contract for Space has become binding in accordance with clause 3; or
 - Fails to meet any of the payment obligations (including dates of payment) detailed in the Contract for Space; or
 - Fails to occupy the Space by the opening time on the first day of the Event;
- then the Company reserves the right (but without being obliged to do so) to treat the Contract for Space as being cancelled and to apply the cancellation charges set out in clause 6.2 and to reallocate the Space to another exhibitor.

6.2 If cancellation occurs more than five calendar months prior to the Event, 50% of the total fees will be charged. If cancellation occurs less than five calendar months prior to the Event, 100% of the total fees will be charged.

6.3 Cancellation by the Exhibitor will only be effective if the Exhibitor provides written notice of cancellation by recorded delivery post.

6.4 Notwithstanding that the Company may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the Company shall be under no obligation to reimburse any deposit or all or any part of a cancellation charge.

6.5 The Exhibitor shall fully and promptly indemnify the Company against all expenses, costs, claims, losses, liabilities, charges and damages which the Company may suffer or incur as a result (directly or indirectly) of the cancellation of the Contract for Space by the Exhibitor including, without limitation, where the Space or stand is dressed or altered in any way in order to maintain an orderly or visually pleasing Event.

TERMS AND CONDITIONS OF EVENT CONTRACTS FOR SPACE CONTINUED...

7. REDUCTION OF SPACE

Where an Exhibitor requires a reduction in the size of the Space the Exhibitor must forward a written request to the Company by recorded delivery post. The Company reserves the right to apply the cancellation charges set out in clause 6 to the total proportionate cost of the amount by which the original Space area is reduced. The Company may re-sell or re-allocate the remaining Space but shall be under no obligation to reimburse all or any part of the charge for reduction in Space. There shall be no obligation on the Company to accept the request for reduction of Space by the Exhibitor.

8. GENERAL OBLIGATIONS OF THE EXHIBITOR

8.1 The Exhibitor shall:

- occupy the Space and the stand for the duration of the Event;
- complete any necessary stand fitting works pursuant to clause 14.2;
- ensure that it complies with the Company's requirements in relation to marquees permitted at the Event. For the avoidance of doubt, all Exhibitor marquees must be white in colour and, additionally, at the Revival event, modern exhibition units are not permitted.
- ensure that the Space is appropriately dressed and maintained in accordance with any Additional Regulations provided by the Company in respect of the Event;
- ensure that all Exhibits are in position no later than the end of the Build Up period;
- keep all Exhibits open to view;
- ensure that the Space is adequately staffed continuously during the opening hours of the Event;
- not dismantle any stand on the Space before the end of the Event;
- remove all exhibits, fittings, rubbish and other items from the Event site by no later than the end of the Break Down period;
- not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the site, any articles of food, drink or tobacco other than those supplied by the Company's appointed catering or other contractors, or as otherwise agreed by the Company;
- be responsible for safeguarding its own possessions, materials and property at the Event;
- not do, cause, permit or suffer to be done anything which in the opinion of the Company constitutes a nuisance or which may be an infringement of or contravention of any licence or insurance policy held by the Company or its appointed catering contractor;
- ensure that sound levels emitted from the Space shall not exceed those levels which in the opinion of the Company would cause disturbance to other exhibitors or which would breach any laws or any other rule or regulation;
- use such branding as may be required by the Company (including on PDQ machines), only use branding in relation to the Space which is in keeping with the Event and immediately remove any branding which the Company requires to be moved;
- ensure that any generator used at the Space is super silent;
- not do, cause, permit or suffer to be done anything which may occasion loss, damage or injury of any kind to the site or to the employees, agents or property of the Company or any other exhibitor or any visitor.;
- not bring onto the Space or offer for sale any goods which bear any of the Goodwood Logos or any adaptations thereof or the words "Goodwood" or bear the name of the Company's sponsors or any other words which express or imply an association with the Event unless prior written permission is granted by the Company; (at the Goodwood Revival event only) not advertise, promote, display or sell any items in the category of timepieces, watches and clocks;
- ensure that only items which are (in the Company's reasonable opinion) within the style and scope of the Event are exhibited or otherwise displayed or made available from the Stand;
- be responsible for settling all accounts directly with any official contractor appointed by the Company;
- comply with all applicable media and domestic laws and regulations as well as in accordance with such Additional Regulations of the

Event as shall be notified in writing by the Company to the Exhibitor;

- insure with a reputable insurance company for its liability under the Contract for Space. Without limiting its obligations to take out insurance cover for such risks as it considers appropriate, the Exhibitor shall take out adequate insurance in respect of matters set out in clauses 6, 7, 8, 10, 11, 13, 14 and 15 including (without limitation) adequate public liability insurance for loss or damage or injury caused by the Exhibitor's neglect or default, with minimum cover of £10,000,000 per claim.

9. POWERS AND RIGHTS OF THE COMPANY

9.1 The Company shall be entitled to:

- allocate to the Exhibitor a space other than the Space for which the Exhibitor has applied;
- change the location of the Space at any time. If the area of the relocated Space is smaller than the area specified in the application for Space, the Company shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;
- alter the position or layout of the Event;
- refuse any person admission to the Event or remove from the Event any person whose presence in the opinion of the Company is or is likely to be undesirable and the Company may exercise such rights notwithstanding that any person is an employee contractor or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;
- remove from the stand or the Event site at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Company has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these terms and conditions;
- alter the dates, opening hours, dates and duration of the Build Up Period, dates and duration of the Break Down Period and the total duration of the Event;
- reserves to itself all rights in the Event including contracting with other Exhibitors and sponsors to exhibit or advertise or promote their products or services in relation to the Event;
- require the Exhibitor to remove any marquee which does not conform to the Company's requirements; and
- amend or vary these terms at any time, or permit exceptions in special circumstances.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights in the Goodwood logos and in relation to the Event (including any audio, visual and/or audio-visual footage of the Event) and all material of whatever nature produced by or for the Company for or in connection with the Event shall be the sole and exclusive property of the Company.

10.2 All copyright ownership and any other rights in the Exhibitor's logo together with any goodwill in or attaching to it shall be the sole and exclusive property of the Exhibitor. All copyright ownership and any other rights in the Company's logos together with any goodwill in or attaching to it shall be the sole and exclusive property of the Company.

10.3 The Exhibitor shall use its best endeavours to assist the Company in protecting its Intellectual Property and shall not knowingly do or cause or permit anything to be done which may harm or be detrimental to any of the Goodwood logos or the Event name or the goodwill attached to any of them. Without prejudice to the generality of the foregoing, the Exhibitor undertakes to the Company that it:

- shall comply with any logo branding guidelines or requirements regarding the display of the Company's logos as issued to it by the Company;
- shall not use or seek to register any trade or service marks or names or words which are similar to the Event name or any of the Goodwood logos;
- shall not use any of the Goodwood logos or the Event name (or any part) in its trading or corporate name or on its website or in any marketing material without prior written approval of the Company; and

TERMS AND CONDITIONS OF EVENT CONTRACTS FOR SPACE CONTINUED...

d) shall not use the Event name or any of the Goodwood logos in any joint promotions with any third parties without the prior written approval of the Company.

11. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

- 11.1 All Exhibits, fittings and all other items brought into the Event by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Company shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.
- 11.2 The Exhibitor shall indemnify and keep indemnified the Company against all losses, damages, costs, charges and expenses (including contingent, indirect or consequential loss of profit) whatsoever arising from or in consequence of:
- Any breach by the Exhibitor of any of the terms and conditions of the Contract for Space; or
 - Any loss suffered by the Company as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees, or
 - Any liability to or claim by any third party (including the employees, contractors agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Contract for Space.
- 11.3 The Exhibitor is responsible for and will indemnify and keep indemnified the Company against all injury loss or damage arising in connection with the erection, use and dismantling of the Space and anything done on or from the Space caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Space or by any exhibit or machinery or other item belonging to or introduced by any such person.
- 11.3 Nothing in the Contract for Space shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor or their servants, agents or employees.

12. LIMITATION OF THE COMPANY'S LIABILITY

- 12.1 The Company does not make any warranty as to the Event in general and in particular in relation to the level, volume or adequacy of footfall past the Space, numbers of visitors to the Event or the presence or absence or location of any other Exhibitor or potential Exhibitor. While the Company shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Company that any Exhibitor is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Company that any such Exhibitor shall attend the Event.
- 12.2 Nothing in the Contract for Space shall exclude or limit liability for death or personal injury resulting from the negligence of the Company, or their servants, agents or employees.
- 12.3 Without prejudice to clause 12.2, the combined liability of the Company for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including without limitation breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher amount of all sums paid by the Exhibitor to the Company under the Contract for Space in relation to the Event.
- 12.4 The Company shall not in any circumstances be liable for any indirect or consequential losses, damage, costs or expenses, loss of profit, loss of revenue or loss of goodwill.
- 12.5 Except as set out in the Contract for Space, the Company excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated.
- 12.6 Each provision of this clause 12 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inappropriate or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of the Contract for Space.

13. CANCELLATION BY THE COMPANY

- 13.1 If at the absolute discretion of the Company the Event site becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for any reason including a reason of Force Majeure the Company reserves the right (but shall not be obliged);
- to change the location or date of the Event;
 - to curtail the Event;
 - to reduce the Build Up Period, open period or Break Down Period; or
 - to cancel the Event.
- In these circumstances the parties agree and acknowledge that the Company shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.
- 13.2 A reason of Force Majeure shall include (but is not limited to) fire, adverse weather, government intervention, damage, acts of war, strikes, transport failure or breakdown, riots, communicable disease, death of the Monarch or any other reason beyond the control of the Company.

14. REGULATIONS, FIRE PRECAUTIONS AND EXHIBITOR BULLETINS

- 14.1 The Exhibitor must fully comply with all statutory, local and other regulations or requirements and bye-laws which affect or apply to the Event and in particular any health and safety legislation or fire regulations and other instructions and regulations laid down by the Local Authority from time to time.
- 14.2 The Company shall provide a manual to the Exhibitor which contains specifications and Additional Regulations with regard to the Event. The Exhibitor must also comply with these and also must observe the stand fitting regulations and the Company's Health and Safety and Fire Regulations, copies of which are available from the Company.
- 14.3 To the extent that the Exhibitor's performance of its obligations and/or exercise of its rights under this Agreement involves the processing of any personal data (as defined in the Data Protection Directive (Directive 95/46/EC)) in respect of which the Exhibitor is the data controller, the Exhibitor shall:
- process the personal data lawfully;
 - keep all personal data confidential and take such technical and organisational security measures as may be necessary to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage (and shall procure that any third party storing or processing such data on its behalf shall do the same); and
 - if required by the Company, enter into a data sharing agreement with the Company.

15. COMPLIANCE

- 15.1 Each party to the Contract for Space undertakes that it will not engage and will use all reasonable endeavours to procure that those employed by them or any agents or sub contractors contracting with them will not engage in any conduct (including by way of acquiescence or failure to perform) that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes.
- 15.2 Each party will use all reasonable endeavours to procure that it has and maintains in place adequate procedures designed to prevent persons associated with it within the meaning of section 8 of the Bribery Act 2010 from undertaking any conduct that would constitute an offence under section 7 of that Act.
- 15.3 In the event of breach of the obligations in this clause 15, either party has the right to immediately terminate the Agreement. The party in default shall indemnify the other party for any loss that party suffers as a result of the breach.

16. GENERAL

- 16.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part its obligations or benefits under the Contract for Space or any of its rights, liabilities or obligations under the Contract for Space without the prior written consent of the Company.
- 16.2 Nothing in the Contract for Space shall create, or be deemed to create a relationship of employer or employee between the parties. Each party

TERMS AND CONDITIONS OF EVENT CONTRACTS FOR SPACE CONTINUED...

warrants and represents to the other that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under the Contract for Space. Nothing in the Contract for Space is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party or hold itself out as the agent or representative of the other party.

- 16.3 If at any time one or more of the provisions in the Contract for Space is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.
- 16.4 The parties agree that any verbal or oral representations, promises, statements, or other agreements shall not be binding unless reduced to writing and signed by both parties, and neither party is relying on any representation, promise, statement or agreement of the other party that is not expressly included in the Contract for Space.
- 16.5 The Contract for Space constitutes the entire agreement between the parties in relation to its subject matter. Any prior arrangement, agreements, representations or undertakings are expressly superseded and extinguished.
- 16.6 The Contract for Space may be amended or modified or waived only in a written document signed by the Company.
- 16.7 The parties each agree that nothing contained in the Contract for Space shall confer upon any person other than the parties any rights, benefits, or remedies under or by reason of the Contract for Space with the exception of companies within the Goodwood Group.
- 16.8 English law shall apply to the Contract for Space and the parties agree to submit to exclusive jurisdiction of the English courts.

