



## 1. DEFINITIONS AND INTERPRETATION

The Parties agree that the following terms and rules of interpretation, shall apply to these Terms and Conditions:

### 1.1. Definitions:

<b>Commercial Organiser of the Exhibition</b>	Means an organisation responsible for the commercial arrangements for the whole exhibition. An organisation making a block booking at an exhibition for a UK group, or booking space or stand facilities for individual businesses is not the commercial organiser of the exhibition.
<b>DIT</b>	Means the Department for International Trade.
<b>Grant</b>	Means funding provided under the Tradeshow Access Programme (TAP), which provides grant based financial support to eligible SMEs, who wish to use overseas exhibitions to market their products or services, or may require market knowledge and experience as part of a strategic approach to exporting.
<b>Group</b>	Means UK businesses/organisations that have been recruited to participate together at a specific event, and which may benefit from common facilities provided by the TAP TCP on their behalf.
<b>Growing Exporter</b>	Means high growth, scale up or experienced exporters, seeking to grow their exports beyond the EU or in up to six markets.
<b>Information Acts</b>	Means the Data Protection Act 1998, General Data Protection Regulation 2016/679, Freedom of Information Act 2000 and the Environmental Information Regulations 2014, and any subordinate legislation made under such legislation from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation, as amended from time to time.
<b>New / Sustaining Exporter</b>	Means: <ul style="list-style-type: none"> <li>a) New, not exported in the last twelve months; or</li> <li>b) those whose export activity is confined to reactive exports only; or</li> <li>c) (Sustaining) exporters at risk of stopping exporting. Exporters who are present in up to six markets or businesses that have less than 30% of their turnover represented by exports.</li> </ul>
<b>Participant</b>	Must be a UK* based business or organisation (which includes a UK subsidiary of an overseas company provided that the subsidiary entity is fully registered in the UK) that is either actively investigating export opportunities or is already involved in exporting from the UK. (*Excluding businesses/organisations based in the Isle of Man or the Channel Islands unless UK registered.)
<b>Prohibited Act</b>	Means: <ul style="list-style-type: none"> <li>a) directly or indirectly offering, giving or agreeing to give to any servant of DIT or the Crown any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> <li>(i) doing or not doing (or for having done or not having</li> </ul> </li> </ul>

	<p>done) any act in relation to the obtaining of a Grant or these Terms and Conditions; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to a Grant or these Terms and Conditions;</p> <p>b) committing any offence:</p> <p>(i) under the Bribery Act 2010 and any subordinate legislation made under that act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;</p> <p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to a Grant or these Terms and Conditions; or</p> <p>c) defrauding or attempting to defraud or conspiring to defraud DIT or the Crown.</p>
<b>SME</b>	<p>Small and medium sized enterprises (SMEs) are defined as those matching the requirements at A and B below.</p> <p>a) Has less than 250 employees.</p> <p>b) Has an annual turnover not exceeding € 50m, or an annual balance sheet total not exceeding € 43m.</p> <p>DIT reserves the right to review the eligibility of businesses that are distinct and independently operated but are part of or owned by an organisation itself larger than an SME.</p>
<b>State Aid</b>	Has the meaning given in Article 107(1) of the Treaty for the Functioning of the European Union.
<b>TAP</b>	Means the DIT Tradeshow Access Programme.
<b>TAP Application Form</b>	Means an application form for a Grant.
<b>TAP Eligible Costs</b>	Means the costs set out in clause 5.4 of these Terms and Conditions.
<b>TAP TCP</b>	Means the TAP Trade Challenge Partner, <b>acting on behalf of DIT</b> . TAP TCPs are multipliers, who have a formalised relationship with DIT, via an accreditation process. They are usually sector trade associations or other types of multipliers. They have the ability to lead and direct sectors.
<b>Terms and Conditions</b>	Means the terms and conditions set out in this document.
<b>Third Parties</b>	Any party that is not a Party to these Terms and Conditions. Usually a business subcontracted by the TAP TCP to work on their behalf.
<b>VAT</b>	Means value added tax as provided for in the Value Added Tax Act 1994.

## **2. BACKGROUND**

2.1. DIT will, at its discretion, provide support for businesses taking part in overseas exhibitions between 1 April 2018 and 31 March 2019. For the purposes of these Terms and Conditions overseas exhibitions are defined as:

2.1.1 involving the display of products and services on exhibition stands or areas by businesses and other organisations with the objective of attracting commercial interest in those products and services; and

2.1.2 taking place outside the United Kingdom and being international in terms of representation i.e. involving exhibitors from more than one country; and

- 2.1.3 dealing with trade representatives rather than the public; and
- 2.1.4 using stand space or an area that is designed for the purpose of an exhibition and not for any additional use not specifically connected to exhibiting.

Alternatively an eligible event can be:

- 2.1.5 an overseas commercial conference where the business has paid for the opportunity to promote its goods or services to a trade audience.
- 2.2 The objective of exhibition support is to help, SMEs to learn how to use exhibitions as a key tool in their export development plans. The support is intended to work most efficiently as part of a development programme for eligible businesses which TAP TCPs and DIT's regional network can help to facilitate.
- 2.3 A central principle of this, and all DIT Grants, is that it should make something happen that would not happen otherwise. From 1 October 2017 each eligible business is entitled to exhibit overseas with grant support on a total of six (6) occasions, the six (6) being counted from 1 April 2009.
- 2.4 TAP TCPs will help those businesses approved for a Grant to participate effectively in an exhibition. Participating businesses are expected to take up any offers of non-chargeable assistance made in this context.
- 2.5 If TCPs charge supported Participants a service or management fee in connection with their participation, the services to be covered in return for the charge must be fully explained and broken down for Participants at the time of recruitment. Such TCP charges should relate to costs wholly distinct from their administration of the Participant's DIT Grant application.
- 2.6 It is expected that Participants will make full use of the services and advice provided by or via the TAP TCP.
- 2.7 With professional advisers across 108 international markets, DIT is the government department that helps UK-based companies succeed in the global economy and assists overseas companies in bringing their high quality investment to the UK.

For further information on DIT services, please visit this link: <https://www.great.gov.uk/uk/>.

### **3. ELIGIBILITY TO APPLY FOR A GRANT**

- 3.1 To be eligible for a Grant, Participants must meet the following criteria:
  - 3.1.1 A Participant must be a UK\* based business or organisation that is either actively investigating export opportunities or is already involved in exporting from the UK. If requested, Participants must provide DIT with supporting documents proving that they comply with this requirement. (\*Excluding businesses/organisations based in the Isle of Man or the Channel Islands unless UK registered.)
  - 3.1.2 A Participant must be a SME or a UK university or UK Government funded centre of higher or further learning, or a UK Government-funded research organisation.
  - 3.1.3 A Participant must be a New / Sustaining Exporter or Growing Exporter; and have exported for no more than 10 years. Refer to detailed Definitions at section 1.1.
  - 3.1.4 Any Grant a Participant applies for must not result in them breaching the de minimis State Aid limit of €200,000 over any rolling three (3) year period. (These Grants are classed as de minimis State Aid by the Commission of the European Communities and all applicants for these Grants must ensure that they do not exceed the

€200,000 limit. Applicants should refer to EU Regulation 1998/2006 on the application of Articles 87 and 88 of the EC Treaty to de minimis aid.) The only exception to de minimis aid relates to activities linked to the production, processing and marketing of certain agricultural goods as listed under Annex I of the consolidated version of the Treaty establishing the European Community (consolidated version 1997). Grants to relevant businesses covered by Annex 1 within the TAP Application Form must fall within an overall ceiling of support that the European Commission have agreed to cover this specific area.

- 3.1.5 Applicants who produce agricultural goods (e.g. crops or vegetables) should complete the alternative version of the TAP Application Form designed to cover businesses in this category.
- 3.1.6 A Participant must not receive any other contributions from public funds towards TAP Eligible Costs in relation to participation at the event named in Section 1 of the TAP Application Form.
- 3.1.7 A Participant must not have been fully committed to attend the event prior to seeking a DIT Grant in respect of that event.
- 3.1.8 A Participant must demonstrate that they:
  - are selling products or services originating substantially in the UK; or
  - are adding significant value to a product or service of non-UK origin and fulfil the requirements set out in clause 4.1.3; or
  - are enhancing their competitiveness and providing tangible economic benefit to the UK from this trade development activity.
- 3.1.9 Since 1 April 2009 a Participant must not have received, been offered or have a pending application for more than five (5) Grants under these and previous versions of these Terms and Conditions prior to the Grant currently being applied for.
- 3.1.10 A Participant is expected to take up any non-chargeable offers of assistance made by the TAP TCP that are intended to be complementary to the offer of trade show support.
- 3.1.11 If the TAP TCP is a membership based organisation, there is no need for Participants to become a member to take part in TAP.
- 3.2 Participants will be ineligible for Grants if they do not own the brand they are selling and the brand owner either already exports to the market concerned or withholds permission to export to that market.
- 3.3 At DIT, diversity and inclusion underpins DIT's culture in supporting the values of respecting difference. Whether it is DIT's employees or DIT's external stakeholders DIT seeks to empower everyone to feel included. DIT is committed to seeking to provide assistance to people with disabilities or long term health conditions to undertake business overseas. Applicants should raise any concerns in this respect directly with their TAP TCP. Any such issues should be raised no later than eight (8) weeks prior to the event start date.
- 3.4 Payment of a Grant is discretionary and shall be the limit of DIT's financial liability to the Participant for the exhibition named at Section 1 of the TAP Application Form.

#### **4. REQUIREMENTS FOR ELIGIBLE PARTICIPANTS**

- 4.1 Participants must also comply with all of the following conditions.
  - 4.1.1 Participants must correctly complete a TAP Application Form and submit it to the TAP TCP that is organising a Group at the relevant event, **no later than eight (8) weeks** before the event start date.

- 4.1.2 Participants must only promote at the event the business, trading and brand names detailed on their TAP Application Form.
- 4.1.3 Where any non-UK goods or services are to be promoted, Participants are able to clearly explain the associated economic benefits to the UK, if required. They must also present themselves at the exhibition as a business/organisation involved in exporting from the UK.
- 4.1.4 Participants must ensure that their exhibition stand or space is manned by at least one (1) dedicated representative for the duration of the exhibition. In the case of exhibitions lasting more than seven (7) days, they may leave after spending seven (7) days at the exhibition but only if they have notified the TAP TCP in writing prior to the opening date of the exhibition.
- 4.1.5 If there is only one (1) individual representing both the Participant and any other eligible exhibitor(s), then a Grant can only be claimed in respect of one of the businesses being represented by that individual.
- 4.1.6 DIT will have no responsibility for insuring any risks associated with the Participant taking part in the exhibition. DIT will not be liable for the consequences of any such risks or any costs incurred by the Participant taking part in the exhibition. Any insurance required by the Participant will be the responsibility of the Participant.
- 4.1.7 All Participants must submit a completed DIT customer feedback questionnaire (provided by the TAP TCP) prior to any claim for a Grant being submitted to DIT. The final deadline for the return of completed feedback forms is one (1) month after the closing date of the event.
- 4.2 Applicants should not assume TAP support has been agreed until this has been confirmed by the TAP TCP in consultation with DIT. DIT reserves the right to withhold a Grant for any of the reasons outlined in clause 6 of these Terms and Conditions.
- 4.3 TAP TCPs will ensure that Participants are aware of contingency plans for each event, whether organised by the event organiser or the TAP TCP.

## **5. CLAIMING THE GRANT**

- 5.1 The TAP TCP will claim a Grant on behalf of the Participant at the rates which will be pre-agreed between DIT and the TAP TCP.
- 5.2 For the six (6) Grants available to any individual Participant, TAP TCPs have the flexibility to allocate funding of between £500 and £2500 for any event (subject to agreement with DIT). The Grant level will be made clear by the TAP TCP at the recruitment stage.
- 5.3 Participants must be able to show that they have paid for TAP Eligible Costs amounting to at least the value of the Grant. If the TAP TCP does not already have this evidence the Participant must provide this to the TAP TCP no later than two (2) weeks following the end of the exhibition.
- 5.4 Eligible costs can be in any of the following categories:

### **5.4.1 Exhibition space costs.**

This is the actual amount paid by the Participant, or the TAP TCP on the Participant's behalf, to the Commercial Organiser of the Exhibition for space at the exhibition venue and any other mandatory charges (e.g. registration fees, catalogue entry charges). These charges will be no higher than the rates published by the Commercial Organiser of the Exhibition.

### **5.4.2 Stand costs.**

This is the actual amount paid by the Participant, or the TAP TCP on the Participant's behalf, to the Commercial Organiser of the Exhibition, or to any Third Party supplier(s) for invoiced costs directly related to:

- stand design;
- physical stand costs, including shell scheme (or equivalent);
- labour costs in relation to physical construction of the stand;
- heating;
- power supply;
- carpets;
- furniture hire;
- cleaning;
- internet/phone connection and rental (excluding call charges);
- display aids and graphics, but excluding any products/samples unless they are part of the stand construction;
- security;
- freight costs for the stand, stand display items and literature for the stand (car/van hire and other associated freighting costs for these items may be claimed but, if this option is used rather than a freight forwarding company, the Participant must be able to present a justifiable case, including cost benefits);
- excess baggage charges for stand and stand display items.

#### 5.4.3 Conference Costs.

This is the amount charged by the conference organiser for attendance or speaking. It can also include the cost of preparing and transporting literature or display items specifically for the conference.

NB. Recoverable local taxes, including VAT, and insurance costs of any kind will not be considered as part of the total TAP Eligible Costs.

- 5.5 Once the TAP TCP has claimed the Grants on behalf of Participants the TAP TCP will be responsible for distributing the Grants to Participants within three (3) weeks of the TAP TCP's receipt of the Participant's Grant from DIT.
- 5.6 The Participant may arrange with the TAP TCP for any amount owed to the TAP TCP, solely related to the exhibition, named at Section 1 of the TAP Application Form, to be deducted from the Grant. The TAP TCP is not allowed to pay any part of a Participant's Grant to a Third Party and must not have charged the Participant for anything other than costs directly related to the Participant's supported participation at the event as explained at the time of recruitment in accordance with clause 2.5.
- 5.7 DIT reserves the right to provide the Commission of the European Communities, or any other organisation which needs the information for any proper purpose relating to the process of Government, with information about any Grants paid to the Participant.

## **6. NON PAYMENT OF GRANT**

- 6.1 DIT reserves the right to withhold any or all of the Grant, or require part or full repayment of any Grant already paid, if at the time of making the application or at any time prior to the start of the event the Participant:
- 6.1.1 has ceased or ceases trading;
  - 6.1.2 is in or goes into liquidation, administration, receivership, bankruptcy or any equivalent procedures in any jurisdiction to which it is subject;
  - 6.1.3 is or becomes the subject of a proposal for a winding up order or any other insolvency procedure including individual voluntary arrangement;
  - 6.1.4 is or becomes indebted to any Government Department.

- 6.2 DIT also reserves the right to withhold any or all of the Grant, or require part or full repayment of any Grant already paid, if:
- 6.2.1 the Participant fails to comply with any of these Terms & Conditions;
  - 6.2.2 the Participant provides false or inaccurate information on the TAP Application Form;
  - 6.2.3 the Participant causes embarrassment to Her Majesty's Government, the host nation or other exhibitors in the Group, for example, by displays of inappropriate or offensive literature, by inappropriate or offensive behaviour, or by the display of products or services of an unacceptably low quality or of an inappropriate or offensive nature. (The final decision on acceptability will rest with DIT, taking into account the nature of the product, the sensitivities of the host nation and others in the Group);
  - 6.2.4 the Participant engages in tax evasion or aggressive tax avoidance, in the opinion of HMRC;
  - 6.2.5 the Participant commits or committed a Prohibited Act or fails to report a Prohibited Act to DIT as soon as they become aware of it;
  - 6.2.6 the Grant is found to be unlawful State Aid.

If any of the above circumstances arise, the business may also be excluded from future involvement in the TAP and/or any other scheme operated by DIT.

- 6.3 DIT may vary or withhold any or all of the Grant and / or may require repayment of any Grant already paid, together with any interest set up the European Commission from the date of payment, if DIT is required to do so as a result of a decision by the European Commission or as a result of any obligation arising under European Community Law.

## **7. FREEDOM OF INFORMATION, DATA PROTECTION AND HUMAN RIGHTS**

- 7.1. The Participant must observe its obligations under FOIA, DPA, GDPR, EIR and HRA and under the common law duty of confidentiality and shall comply with all applicable laws, regulations, best practice and codes of practice (and shall notify the TAP TCP and DIT immediately of any significant departure from such legislation, regulations or codes).
- 7.2. The Participant hereby acknowledges that the TAP TCP and DIT are subject to requirements under the Information Acts. Where requested by the TAP TCP and DIT, the Participant will provide reasonable assistance and cooperation to the TAP TCP and DIT to assist the TAP TCP and DIT's compliance with its information disclosure obligations.
- 7.3. On request from the TAP TCP and DIT, the Participant will provide the TAP TCP and DIT with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the TAP TCP and DIT may reasonably require.
- 7.4. The Participant acknowledges that the TAP TCP and DIT, acting in accordance with the codes of practice issued and revised from time to time under FOIA and/or EIR, may disclose information concerning the Participant and this Agreement without consulting with the Participant.
- 7.5. The TAP TCP will take reasonable steps to notify the Participant of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the TAP TCP and DIT will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

- 7.6. The Participant agrees that it is the data controller of any personal data processed by it pursuant to the Funded Activities, as those terms are defined in the Information Acts in force at the relevant time. It will comply fully with the Information Acts to the extent that they are applicable to it.
- 7.7. The Participant agrees that the TAP TCP and DIT, its employees and contractors may use personal data which the Participant provides about its staff, partners and participants involved in the Funded Activities to administer and evaluate the Grants programme, and to exercise the TAP TCP and DIT's rights under this Agreement.
- 7.8. The Participant agrees that the TAP TCP and DIT may share details of the Grant, the name of the Participant's organisation and any personal data obtained from it with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.
- 7.9. The Participant will notify the TAP TCP and DIT of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.