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UKTI TRADESHOW ACCESS PROGRAMME

SUPPORT SCHEME FOR OVERSEAS EXHIBITIONS

TERMS AND CONDITIONS FOR TRADE CHALLENGE PARTNERS

2016-17

**BACKGROUND**

UK Trade & Investment (UKTI) will, at its discretion, provide support for businesses taking part in overseas exhibitions between 1 April 2016 and 31 March 2017. For the purposes of these Terms & Conditions overseas exhibitions are defined as:

- 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

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

- dealing with trade representatives rather than the public; and

- using stand space or 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:

- an overseas commercial conference where the business has paid for the opportunity to promote its goods or services to a trade audience.

The objective of exhibition support is to help small and medium sized enterprises; UK universities, UK Government funded centres of higher or further learning and UK Government-funded research organisations that are primarily new to export or do not have a long history of exporting, to learn how to use exhibitions as a key tool in their trade development plans. With the same aim it also offers support to more experienced businesses wishing to exhibit at events that are new to them. The support is intended to work most efficiently as part of a development programme for eligible businesses which Trade Challenge Partners and UKTI can help to facilitate. The SME, and “new to export” definitions are set out in the attached Definitions and Explanatory Notes.

A central principle of this, and all UKTI funding, is that it should make something happen that would not happen otherwise. Grant is therefore not intended for businesses that are already fully committed to taking part in the exhibition; businesses that have received or will receive other public funds for costs eligible under these arrangements; or businesses that have received a strong third party inducement to take part.

Grants will be awarded on the understanding that participants will pay for eligible costs amounting to at least the value of the grant. (Eligible costs are listed in the Definitions and Explanatory Notes). Each eligible business has an allowance to exhibit with grant support on a total of twelve occasions counted from 1 April 2009 but this must include at least six participations in the emerging and high growth markets (listed in the Definitions and Explanatory Notes).

UKTI will promote on its events website all the events that have been agreed as part of the supported programme. The latest programme list will also appear on [www.gov.uk/guidance/tradeshow-access-programme](http://www.gov.uk/guidance/tradeshow-access-programme), will be referred to as the TAP programme and may be amended as the year goes on.

**1. General**

1.1 The following Terms & Conditions apply to all offers of support made by the UKTI Tradeshow Access Programme (TAP) Team, acting on behalf of the Secretary of State for Business, Innovation & Skills, in respect of UK businesses at an exhibition organised as a group a Trade Challenge Partner with the appropriate level of accreditation. They should be read in conjunction with the attached Definitions and Explanatory Notes.

1.2 By signing and returning the Declaration of Acceptance (**Annex A**), which accompanies these Terms & Conditions, Trade Challenge Partners are entering into a contract with UKTI, on behalf of the Secretary of State for Business, Innovation & Skills. This contract shall be governed by, and construed in accordance with, English Law and the English Courts shall have exclusive jurisdiction.

1.3 No amendment or variation to the Terms & Conditions shall be effective unless it has been approved in writing by the Director of UKTI’s TAP Team, who reserves the right to vary these Terms & Conditions from time to time. Reasonable written notification of any such changes will be given to Trade Challenge Partners whose activities may be affected.

1.4 UKTI will not be responsible for any claim arising from any failure by the Trade Challenge Partner or by any participant to comply with local customs, regulations or laws.

1.5 Recognition of a Trade Challenge Partner as UKTI’s intermediary in dealing with participants at a particular exhibition carries no guarantee or implication of any such recognition for any other edition or other exhibition.

1.6 UKTI reserves the right to provide the Commission of the European Communities, or any other organisation which requires the information as part of the process of government, with information about any funding paid to Trade Challenge Partners or participants. UKTI also reserves the right to publish these details without seeking any additional approval from Trade Challenge Partners or participants.

1.7 UKTI will not normally support firms going to markets where the Foreign and Commonwealth Office have advised against non-essential travel.

1.8 UKTI will have no responsibility for insuring any risks associated with taking part in the exhibition. UKTI will not be liable for the consequences of any such risks or any costs incurred. Any insurance required by the Trade Challenge Partner will be the responsibility of the Trade Challenge Partner.

1.9 UKTI is committed to making every effort to assist people with disabilities or long term health conditions to undertake business overseas. Trade Challenge Partners are requested to work with UKTI in ensuring that disabled exhibitors can make full use of TAP support and to raise directly with us any issues where we may be able to offer assistance towards this end.

**2. Managing Budgets**

## 2.1 A “Schedule of Support” will be issued identifying the individual groups that have been allocated to a Trade Challenge Partner. The Schedule of Support will reflect the indicative budget allocations for individual groups. If Trade Challenge Partners need to re-balance these budgets within the agreed list of events they must keep the TAP Team informed. If Trade Challenge Partners wish to add events to the programme using underspends from their initially programmed events they must agree these additions in writing with the UKTI sector lead and the TAP Team. The total allocation in the Schedule of Support must not be exceeded, nor may any of the participant grant levels without the written agreement of the TAP Team. If it helps in the recruitment of suitable businesses, the Trade Challenge Partners can recruit on the basis of lower grant rates than those in the schedule but must keep the TAP Team informed where they choose to take this option. The UKTI view will prevail in the case of any disputes concerning the support being offered. Trade Challenge Partners must bear in mind that TAP funding remains discretionary.

2.2 Trade Challenge Partners must inform the TAP Team in writing if it becomes apparent that they may have surplus allocation and it will not be used. Trade Challenge Partners must also inform the TAP Team in writing if there are dates or other changes for events in the schedule of support, copying this notification to the relevant UKTI Overseas Team.

2.3 Trade Challenge Partners must make the agreed level of participant grant clear to participants at the recruitment stage.

## 3 Third Party Relationships

3.1 The Trade Challenge Partner will be held responsible for any activities in relation to these Terms & Conditions that third parties carry out on the Trade Challenge Partner’s behalf. Any arrangement UKTI enters into with the Trade Challenge Partner will be made in the Trade Challenge Partner’s name. UKTI will not consider itself as having made any arrangements with any third parties that the Trade Challenge Partner chooses to work with. UKTI will consider the Trade Challenge Partner fully responsible for work that third parties undertake for the Trade Challenge Partner in relation to the group.

3.2 Trade Challenge Partners must not have any arrangements with a third party that result or may result in a conflict of interest in relation to their meeting these terms and conditions.

**4. Main Pre-Exhibition Responsibilities for Trade Challenge Partners**

Recruitment

4.1 Any UK based business or organisation can apply for UKTI grant support at an overseas exhibition provided that it satisfies the eligibility criteria set out in the Exhibitor Terms & Conditions. Although, before they apply, they must understand all the requirements that will be placed upon them by the Exhibitor Terms & Conditions.

4.2 The requirement to be a new exporter or to be a business that has not exported for more than 10 years will be waived for participants who have not exhibited at the previous edition of the event.

4.3 Where UKTI grant funding is available and the Trade Challenge Partner leading the group has stand space available or can reasonably arrange a suitable stand or space, the Trade Challenge Partner is required to accept the participant into their group, subject to the applicant meeting the Trade Challenge Partner’s credit check requirements. The Trade Challenge Partner can, at their discretion, accept a business into their group with the business making their own independent stand arrangements.

4.4 If, at the time of recruiting a participant, the Trade Challenge Partner has available pre-booked stand space it may insist that this stand space is taken up by the supported participants, provided there is agreement between the Trade Challenge Partner and the exhibitor that the stand or space is reasonably suitable.

4.5 Any material a Trade Challenge Partner uses to recruit for a supported group at an exhibition must always recognise UKTI’s support and be compliant with UKTI and Exporting is Great branding guidelines (see section 8 below).

4.6 At least 4 weeks prior to the event Trade Challenge Partners must confirm the number of grant supported businesses and grant level with UKTI’s TAP team.

##### Particular Services to be Provided by Trade Challenge Partners

4.7 Trade Challenge Partners will be expected to assist businesses to apply for exhibition support from UKTI; help prepare those businesses approved for grant to participate effectively in an exhibition, working closely on this with UKTI International Trade Teams where appropriate; and submit claims on behalf of eligible businesses to the UKTI TAP Team after the exhibition. Taking into account Trade Challenge Partners’ role as active partners in delivering grant support, UKTI will pay Trade Challenge Partners £200 + VAT for each grant supported participant in the Trade Challenge Partner’s group unless a lower rate has been agreed between the TAP Team and the Trade Challenge Partner.

Processing Participant Application Forms

4.8 On receipt of participant grant application forms, Trade Challenge Partners must:

- check that the forms have been fully and, to the best of their knowledge, accurately completed;

- refuse any form which does not appear to meet the foregoing requirements, informing the applicant immediately of the reasons for refusal;

- e-mail or send a copy of completed application forms, for those applicants new to TAP, to the relevant regional or devolved administration contact co-ordinating International Trade Team involvement in the grant scheme (list at **Annex B**) for information, except where the Trade Challenge Partner has received the form from the International Trade Team in the first instanc~~e~~;

- countersign the form at section 10 declaring that the applicant is eligible;

- no later than **four weeks** prior to the start date of the exhibition submit details of all accepted applicants to UKTI International Trade Teams (ITTs).

4.9 To ensure that Trade Challenge Partners and UKTI can work together effectively to deliver support to UK businesses, Trade Challenge Partners should provide details to the relevant UKTI Overseas Teams of participants in UK groups as early as possible and no later than four weeks before the exhibition.

##### Charges to Participants

4.10 Supported participants at exhibitions are customers of UKTI and as such must be fully informed by Trade Challenge Partners, at the time of application, of the charges they will have to pay to take part in an exhibition and how any quoted package price is broken down. To ensure transparency in charging, Trade Challenge Partners must:

- in recruitment material or on their websites, show either their space and shell scheme charge per m[[1]](#footnote-1)2, inclusive of all service charges, or space and shell-scheme charge per m[[2]](#footnote-2)2 and separate management charge, if applicable, with a breakdown of what that charge covers;

- if an inclusive per m[[3]](#footnote-3)2 charge is used, advise supported participants what element of that charge is for services, and explain what those services are;

- indicate in recruitment material where supported participants may find details of the exhibition and the exhibition organiser’s charges and terms and conditions;

4.11 Trade Challenge Partners are expected to strive for and provide value for money in their pricing of stand packages for supported participants. In the event of a Trade Challenge Partner and a TAP applicant failing to agree on package terms, UKTI will consider the balance of advantage for the customer and may apply different support arrangements for that participant.

4.12 Trade Challenge Partners must not seek to levy charges on supported participants relating to the provision of UKTI grant as Trade Challenge Partners will be remunerated for their support in this respect by UKTI.

**5. Main At-Exhibition Responsibilities for Trade Challenge Partners**

5.1 The Trade Challenge Partner must provide on-site management (see Definitions and Explanatory Notes) for any supported participant for the duration of the exhibition, as defined below. This should be undertaken by a minimum of one appropriately qualified person from the Trade Challenge Partner’s organisation, or by an agent appointed by the Trade Challenge Partner. Where a Trade Challenge Partner believes that a supported group is not commercially viable and decides not to proceed, the Trade Challenge Partner will immediately inform any supported participant, the relevant UKTI Overseas Team, the UKTI TAP Team and any relevant UKTI sector lead.

5.2 The Trade Challenge Partner must inform the UKTI TAP Team within seven days of the exhibition closing of any supported participant failing to attend for the duration of the exhibition (except in the case of exhibitions lasting more than seven days, where a participant may leave after spending a minimum of seven days at the exhibition).

5.3 The Trade Challenge Partner must inform the UKTI TAP Team within seven days of the exhibition closing of any supported participant who promotes a business, trading name, brand name or sector that differs from those stated on their TAP application form.

5.4 The Trade Challenge Partner must make equal facilities available to all members of the Trade Challenge Partner led group, unless the Trade Challenge Partner has previously agreed other arrangements with any of the businesses.

5.5 If the Trade Challenge Partner considers that a grant supported participant may, through their activities or behaviour, cause embarrassment (see Definitions and Explanatory Notes) to the UK Government or other members of the group, the Trade Challenge Partner should take what action it can to counter this, liaising with the commercial organiser of the exhibition as necessary. The Trade Challenge Partner must notify the UKTI TAP Team within seven days of the exhibition closing of any such behaviour that did occur.

5.6 The Trade Challenge Partner must satisfy themselves that grant supported participants at an exhibition adhere to their obligations as set out in the separate Exhibitor Terms & Conditions. If the Trade Challenge Partner becomes aware that any participant has failed to meet its obligations, the Trade Challenge Partner must notify the UKTI TAP Team in writing within seven days of the end of the exhibition.

5.7 Any material a Trade Challenge Partner uses to promote the UK group at the event or the UK sector through the event must always recognise UKTI’s support and be compliant with UKTI and GREAT branding guidelines.

## 6. Main Responsibilities for Trade Challenge Partners After the Exhibition

6.1 The TCP must provide a list of grant supported businesses to UKTI’s TAP team within 7 days of the event closing. This should be provided using the standard template issued by UKTI’s TAP team.

##### Claiming Participant Grant

6.2 UKTI requires Trade Challenge Partners to claim grant on behalf of grant participants in their supported group. Trade Challenge Partners may only submit a claim to the UKTI TAP Team once the exhibition has taken place and the Trade Challenge Partner can confirm that the relevant businesses participated in line with the Exhibitor Terms & Conditions. If asked to do so by UKTI the Trade Challenge Partner must be able to provide UKTI with evidence that grant participants paid for eligible costs amounting to at least the value of the grant.

6.3 Claims must be submitted to the UKTI TAP Team using the UKTI exhibitions grant claim form in the format provided by the UKTI TAP Team.

6.4 Only one claim form will be accepted per event. The participants must not be split between separate forms, although continuation sheets can be used if necessary.

6.5 All claims must be submitted within one month of the exhibition closing date.

##### Claiming The £200 UKTI Contribution to Trade Challenge Partners’ Costs

6.6 Contributions for Trade Challenge Partners’ costs, in relation to the services described at Section 4, should be claimed by the Trade Challenge Partner after the event and using the same claim form as will be used for all other claims in relation to the supported group.

##### Payment of Grants to Participants

6.7 Within three weeks of receipt of the grant payment from UKTI the Trade Challenge Partner must pay each grant to the participant on whose behalf the grant was claimed. If the Trade Challenge Partner has a prior agreement with a participant for net charging (see Definitions an Explanatory Notes) in relation to grant eligible costs, the Trade Challenge Partner must pay any balance due to the participant within the above time period. The Trade Challenge Partner must not pass grant claimed on behalf of a participant to any other participant, or to any other third party.

6.8 Payments will not normally be made for any participant withdrawing from or failing to attend any exhibition for which they have applied for grant. UKTI may pay the grant where there are exceptional reasons for withdrawal or non-attendance, wholly at UKTI’s discretion.

6.9 UKTI reserves the right to withhold any or all payments for the Trade Challenge Partner and/or the participants or to require part or full repayment of payment already made if, at the time of the application, or at any time prior to the start of the event, the Trade Challenge Partner or participant:

a) has ceased or ceases trading;

b) is in or goes into liquidation, administration, receivership, bankruptcy or equivalent procedures in Scotland;

c) is or becomes the subject of a proposal for a winding up order or any other insolvency procedure including individual voluntary arrangement; company voluntary arrangement; or

d) is or becomes indebted to this or any other Government department.

6.10 UKTI also reserves the right to withhold any or all of the payment or require part or full repayment of any payment already made if the Trade Challenge Partner or participant:

a) fails to comply with the applicable terms and conditions;

b) causes embarrassment to Her Majesty’s Government;

c) provides inaccurate information on the Exhibitor Grant Application Form.

6.11 UKTI may vary or withhold any or all payments made and/or may require repayment of payments already made, together with interest from the date of the payment, if UKTI is required to do so as a result of a decision by the European Commission or as a result of any obligation arising under Community Law.

**7. Key Performance Indicators**

7.1 In line with all other UKTI export development activity TAP support is subject to performance measurement. In helping to deliver TAP support Trade Challenge Partners are therefore required to use their best endeavours to increase outcomes in specific areas as follows.

1. Maximise the rate of return for customer feedback questionnaires.
2. Report on the value of exports won as a result of TAP participation but not necessarily directly after the event in a format to be provided by UKTI’s TAP team.
3. Aim to have at least 20% of each supported group new to TAP

**8. GREAT and UKTI Branding**

8.1 Trade Challenge Partners who have events in the TAP Programme should follow the GREAT / UKTI branding guidelines. Such Delivery Level Partners will have full access to the GREAT / UKTI brands in order to help deliver relevant UKTI programmes. This access includes the UKTI Marketing Resource Centre <https://www.marketingresource.ukti.gov.uk>, which holds templates for all GREAT and UKTI materials. Level 2 accredited Partners must undertake a workshop provided by the UKTI Branding Team on the use of GREAT / UKTI branding. Such Partners agree to the following.

a) To uphold GREAT / UKTI branding guidelines as set out at the UKTI Marketing Resource Centre using:

- the UKTI “in partnership with” logo with accompanying words;

- UKTI’s wording when describing UKTI in any materials or media;

- event specific guidelines where appropriate;

- the GREAT / UKTI templates provided by the UKTI Marketing Resource Centre.

b) All marketing material that should bear GREAT or UKTI branding must be checked, in planning form, with the UKTI TAP Team at least two months prior to the start of the event.

c) If branding is incorrectly used UKTI will liaise with the Partner to agree one retraining session for the Partner, covering the use of GREAT / UKTI branding. Any such retraining must be taken up by the Partner. If, following UKTI informing the Partner that branding has been used incorrectly, the Partner then uses the branding incorrectly again, UKTI have the right to remove Level 2 accreditation status for 6 months. During this time the Partner can retain Level 1 accreditation status. After this period the Partner will have access to re-apply for Level 2 accreditation.

**9. Non-Compliance Issues**

9.1 In addition to the non-payment/repayment provisions set out in Clause 6 above, if the Trade Challenge Partner fails to meet any of these Terms & Conditions, UKTI reserves the right to take any of the following actions:

1. issue a formal warning that the Trade Challenge Partner’s accreditation status will be removed if the Trade Challenge Partner’s performance fails to improve over a specified period of time;
2. withhold Trade Challenge Partner remuneration;
3. withdraw any agreements to promote or otherwise support further groups the Trade Challenge Partner intends to lead that have not already taken place;
4. immediately remove accreditation status.

## 10. Auditing of TAP Supported Groups

10.1 The Trade Challenge Partner is required to co-operate fully with any requests by the UKTI TAP Team or its representatives to audit the Trade Challenge Partner’s management of funds in relation to supported businesses.

10.2 The Trade Challenge Partner must keep all relevant records for a period of six years following every supported exhibition, including either hard or electronic copies of exhibitor application forms.

10.3 If required, the Trade Challenge Partner must make records relevant to recruitment procedures and the management of relevant funds available to the UKTI TAP Team within 15 working days of its written request.

With professional advisers across 100 international markets, UK Trade & Investment 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 please visit [www.gov.uk/guidance/tradeshow-access-programme](http://www.gov.uk/guidance/tradeshow-access-programme)

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)