



# Terms & Conditions

## DEFINITION

In these terms & conditions, the following words & expressions shall have the following meanings:-

- Organiser : Services International, New Delhi
- Exhibitors : All employees, staff, agent or authorised personal belonging to a company, partnership firm or individual to whom space has been allotted for the purpose of exhibiting.
- Venue : Mumbai, India.
- Stand : Exhibition space reserved for an exhibitor

## MUTUAL AGREEMENT

The exhibitor agrees to abide by all the terms & conditions adopted by the organiser and agrees that the organiser shall have the final decision in adopting any rules & regulations deemed necessary prior to during & after the exhibition. All applications for participation should be made on the application / contract and submitted to the organiser. The organiser reserves the right to accept or refuse any application without assigning any reason. Stands will be allotted at the sole discretion of the organiser. Allotment of stand is final only on receipt of 100% payment.

## PURPOSE

Stand allotted will be used by exhibitors solely for display of goods noted in their application form or by subsequent counter approval by the organiser.

## ASSIGNMENT & SUBLETTING

The Exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of the organiser which permission may be withheld without giving any reason.

## INSURANCE

Each Exhibitor exhibits at its own risk. Insurance of exhibits, against all risks prior to, during and after the exhibition should be done by the exhibitors at their own cost. The organiser will in no way be responsible for any loss or damage.

The exhibitor is responsible for and shall indemnify the organiser in respect of all claims, (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the exhibitor's stands and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or during the construction and dismantling periods arising directly or indirectly by the act, commission or neglect of activity or other article or thing of the exhibitor or in the possession or use of the exhibitor.

The organiser will take such precautions as it may consider appropriate for the proper running of the exhibition, but will not at any time be responsible for the loss of, theft or damage to, or safety of any stand, exhibit, materials or other property of an exhibitor or any other person under any circumstances.

## SECURITY

The organiser will make general security arrangements. However, exhibitors will be responsible for security of their respective exhibits & stall. The exhibition area will be locked at night by the security personnel. Organiser cannot hold themselves responsible for any loss, theft or damage to exhibitor's property. Exhibitors are advised to take out insurance against loss or damage.

## PROMOTION/PUBLICITY

The organiser reserves the right to advertise the stalls with clear mention of composite logo of the exhibiting companies, firms in the advertisements. All advertisements for the event from the exhibitors are to be cleared by the organiser.

The exhibitors cannot undertake any onsite (at the venue) / offsite promotion / publicity for their stall / this show without obtaining prior written consent from the organiser.

## INDEMNITY

The exhibitor agrees to indemnify and hold harmless the organiser, the venue authority & the stand building contractor and their respective officers, agents & employees against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible or the organiser or a visitor to the exhibition. The exhibitor should not cause any damage to the venue site, building stand. Any such damage will be made good at the expenses of the exhibitor.

## EXCLUSIONS OF LIABILITY

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against the organiser or the venue authority in which the show is held, for any loss, damage, or injury whatsoever caused to the exhibitor or its officers, agents, employees or their property.

## EXHIBITORS PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and the organiser assumes no responsibility for loss or damage thereto.

## BUILDING

The exhibitor shall be liable for any damage it may cause to the venue or to any property of the organiser, its agent or any other exhibitor. The exhibitor will not deface / deform in any manner nor apply paint, lacquer, adhesive or other coatings to the venue and stands or to the property of the organiser, its agents or any other exhibitor. The Exhibitor shall be liable to pay 50% additional cost of the total amount paid for participation if creating a mezzanine floor/stall.

## PAYMENT TERMS

Security deposit of 50% of the contract value upon acceptance of the contract and 2nd Installment of security deposit of 50% of an contract value on or before 30th June 2013

Telegraphic Transfer/Bank Charges to be paid by Exhibitors

## CONDITIONS OF PAYMENT

Non-payment of any part of the contract price or of any other sums properly due from the exhibitor to the organiser will give the Organiser all or any of the following rights, which are in addition to any other rights the organiser may have:

- To impose a surcharge of 2% per month on the outstanding balance.
- To prohibit the exhibitor from erecting and/or occupying the space or stand allocated.
- To use the allotted space in such a way as the organiser thinks fit and to recover from the exhibitor any expense in so doing.
- To exercise a general lien on all the exhibitor's property in or about the venue.
- To treat the contract as determined.

## TERMINATION OF THE CONTRACT

The organiser may terminate this contract if:  
The exhibitor fails to observe or perform any of the contract rules & regulations.  
The exhibitor becomes bankrupt or makes arrangement or compromise with his creditors or being a Company, enter into liquidation whether compulsory or voluntary (save from the purposes of amalgamation and/or reconstruction) or suffers the appointment of a receiver, administrative receiver or administrator or enters into or suffers any similar insolvency procedure under any jurisdiction.

## CANCELLATION OF EXHIBITOR

The exhibitor gives written notice of his intention to withdraw which the organiser in his discretion may permit by written confirmation, subject to the payment of a percentage of the total contract price by the exhibitor to the organiser as consideration for release from contract as follows:

## CANCELLATION TERMS

Fee required to make total payment up to the following percentage:

25% 10 months before opening show date

50% 8 months before opening show date

75% 6 months before opening show date

100% within 6 months before opening show date

because your withdrawal will cost us loss & further costs in reselling the stand, we are entitled to charge cancellation fees as set out above. These are intended purely to compensate us, and once paid, we will acknowledge that you have no further liabilities to us in relation to this exhibition.

## REMOVAL OF EXHIBITS

The exhibitor agrees that no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and the equipment from the show site by the final move-out time limit, or in the event or in the event of failure to do so the exhibitor agrees to pay for such additional cost as may be incurred.

## CANCELLATION OR CURTAILMENT OF SHOW BY THE ORGANISER

In the event that the venue in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the reasonable control of the organiser, or if for any reason the organiser is unable to permit the exhibitor to occupy the stand or the space, or if the show is cancelled or curtailed, the organiser will not be responsible for any loss of business, loss of profits, damage or expense of what ever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: causality explosion, fire, lightning, flood, weather epidemic, earthquake or other acts of God, acts of public enemies, riots or civil disturbances, security threat, strike, lockout or boycott or other force majeure event.

## PHOTOGRAPHY

The organiser reserves the right to photograph any exhibits for his use. Exhibitor is required to take prior permission from the organiser to photograph any exhibits.

## FORCE MAJEURE

In the event of the exhibition being cancelled for unforeseen reasons, the organiser's responsibility to repay shall be limited to the amount paid by the exhibitor.

## DISPUTE

Any disputes will be subject to New Delhi jurisdiction.