

TERMS & CONDITIONS

1st - 10th June 2017 | Hall 7 & 8 | DUBAI WORLD TRADE CENTRE



Definitions, Interpretations & Responsibilities

- This document titled 'Booking Form' deemed as the official contract is a legally binding document governed by the law and jurisdiction of the United Arab Emirates and is herein mutually entered into on the date placed below between the 'Organiser' and the 'Exhibitor' as defined below where the 'Exhibitor' will participate at the 'Exhibition' as defined below:
- Now the 'Organiser' herein is referred to 'Sumansa Exhibitions LLC' a duly registered exhibition company with permission/activity on its Trade License to organise exhibitions under the law and jurisdiction of the United Arab Emirates, with its registered address as 'PO Box 118635, Dubai, United Arab Emirates'.
- The 'Exhibitor' herein is referred to the Company, Organization, Association, Individual and/or any other entity participating in the said 'Exhibition' including but not limited to its Directors, Managers, Employees, Agents and Representatives who has duly placed their details and identity on the overleaf of this 'Booking Form'.
- Both the 'Organiser' and 'Exhibitor' have entered into this legally binding contract for the purpose of the 'Exhibitor' participating at the 'Exhibition' as deemed, interpreted, defined and understood below:
- The 'Exhibition' is defined as the 'Ramadan Night Market' scheduled to be held on the date, location and timings as intimated on the overleaf of this 'Booking Form'.
- The following expressions shall have the following meanings, 'Participating Space' is the space allocated to the 'Exhibitor' for his participation at the 'Exhibition', now this 'Participating Space' may take the form of 'Space Only Area' where the Exhibitor would only be given floor space at the exhibition excluding electricity and the 'Exhibitor' will at their own reference and expense construct a 'Designer Stand' as per their preference, and 'Shell Scheme Stands' will be a structure erected/constructed by the 'Organiser' complete with Accessories as outlined on the overleaf under the 'Stand with Structure'. 7. By placing the Exhibitors signature and stamp on this 'Booking Form' the 'Exhibitor' assumes all and any responsibility defined herein within the 'Terms and Conditions' of this 'Booking Form' and hold themselves legally bound and unconditionally liable to all claims herein as stipulated in this 'Booking Form' and all claims made and defined by the 'Organiser'.
- Through the placement of the Exhibitors signature and stamp on this 'Booking Form' the 'Exhibitor' acknowledges, understands and fully accepts that in the event of any of the 'Terms and Conditions' stipulated herein are to be violated or not met in any form by the 'Exhibitor' the 'Organiser' reserves the right to take the 'Exhibitor' to a court of law under the law of the United Arab Emirates.
- In the event of the participating 'Exhibitor' not being a Resident and/or a National and/or on a resident/work visa in the United Arab Emirates, the 'Exhibitor' will still be subject to the Law of the Land being the United Arab Emirates and its laws and regulations is applicable to the 'Exhibitor'. Now the 'Terms & Conditions' of this 'Booking Form' are defined as all the clauses aforesaid and to follow:

Participating Space

- All bookings are subject to the 'Organisers' approval. The 'Organiser' shall have full power to determine at its sole discretion in every respect the allocation and location of the 'Participating Space' and it shall be entitled for any reason which in its sole opinion is in the general interest of the 'Exhibition' to vary the general layout or the situation and area of any particular 'Participating Space' even if already allocated and the 'Exhibitor' shall accept an allotment of space in substitution of that originally allotted and shall not have the right to demand or receive a reduction in the 'Payment Amount' of the 'Booking Form'.
- The 'Exhibitor' shall occupy the 'Participating Space' allotted to it at the 'Exhibition'. The 'Exhibitor' shall be responsible for any problems should the 'Exhibitor' fail to occupy the 'Participating Space' by the allocated time prior to the opening of the 'Exhibition'. The Exhibitor shall leave the 'Participating Space' in the same condition and repair as when the 'Exhibitor' took possession of the 'Participating Space'.
- The 'Exhibitor' is liable to ensure his 'Participation' in the form of a 'Shell Scheme Stand' or 'Space Only Area' occupied by a 'Designer Stand' and to ensure the Exhibitors 'Participating Space' is manned by staff and is open to the 'Visitor' throughout the complete duration of the exhibition, and is operational from the start time of the exhibition to the end time of the exhibition as declared by the 'Organiser'. In the Event of the 'Exhibitor' reporting to his 'Participating Space' later than the declared start time on any day the 'Exhibitor' will be subject to a penalty of 15% (fifteen percent) of the 'Payment Amount' per day, being additionally charged to the 'Exhibitor' over and above the 'Payment Amount' for participation.
- The 'Exhibitor' may design the 'Participating Space' and will be responsible for its own display advertising at the 'Exhibition' at its own cost. All display advertising exhibits and 'Participating Space' arrangements shall be appropriate to the subject matter of the 'Exhibition' in the sole opinion of 'Organiser' and shall be aesthetic and of any local law, moral or custom and if in the opinion of the 'Organiser' the 'Exhibitor' is in breach of this clause the 'Organiser' may direct the 'Exhibitor' to rectify such breach and the 'Exhibitor' shall immediately act accordingly.
- If the 'Exhibitor' elects to design his own Exhibition Stand by participating with a 'Space Only Area' and constructing a 'Designer Stand' the 'Exhibitor' must comply with all of the deadlines set by the 'Organiser' in relation to installing and dismantling the 'Designer Stand'. No shipment or delivery of property of any kind will be accepted at the venue prior to 2 (two) days from the commencement of 'Exhibition'. The 'Exhibitor' will observe and comply with the Rules and Regulations outlined within the 'Exhibiting Guide' provided by the 'Organiser'; a copy of which the 'Organiser' will supply to the 'Exhibitor' prior to the 'Exhibition'.
- Bookings for 'Space Only Area' must contain details of the proposed advertising and the name of any other company represented by the 'Exhibitor' whose products are to be shown on or whose services are to be referred to in or on the 'Space Only Area' and/or 'Designer Stand'. The 'Payment Amount' for the 'Space Only Area' is exclusive of any applicable federal or local government or municipal taxes all of which if any must be borne by the 'Exhibitor'. Currently no such taxes are levied.
- All and all allocation of special spaces and/or pavilions will be at the sole discretion of the 'Organisers' and any branding and/or décor of these areas will be at the discretion of the 'Organisers'.
- The 'Organiser' reserves the right to modify the layout of the 'Participating Space' and/or 'Shell Scheme Stands' and/or 'Space Only Areas' and/or 'Exhibition Stands' and/or 'Designer Stands and/or Gangways and/or Walkways' as deemed necessary by the 'Organiser'.
- The 'Organisers' will at their preference and discretion allocate 'Participating Space' to all 'Exhibitors' and the 'Participating Space' or that 'Participating Space' of a neighboring 'Exhibitor' will not at any point be challenged by any 'Exhibitor'.
- The 'Exhibitor' is liable to setup the 'Space Only Area' and/or 'Shell Scheme Stand' Décor within the 'Participating Space' as per the timings/guidelines of the 'Organiser' as outlined in the 'Exhibiting Guide' provided by the 'Organiser'.
- All electricity supply for 'Space Only Areas' and/or 'Designer Stands' will be billed separately to the 'Exhibitor' and is not included in the prices of the 'Participating Space'.
- All forms and documentation for the 'Exhibition' must be submitted in accordance with the 'Organisers' deadlines as stipulated in the 'Exhibiting Guide'; failure to adhere to the 'Organisers' deadlines will result in the 'Exhibitor' paying an additional administration fee set by the 'Organiser' from time to time.
- Any additional items other than those included in the 'Shell Scheme Stand', such as designed stands, audio/video equipment, televisions and projectors must be arranged directly through the 'Organisers' authorized handling agents.
- The 'Exhibitor' may not assign, sublet or grant licenses to any third party or third party products in respect of any part of the 'Participating Space' allotted, nor may be shown in or on its 'Participating Space'. Only those products, services and companies mentioned on the 'Booking Form' may be incorporated within the 'Participating Space'.
- Should, by the 'Organiser' a prior approval been given for the 'Exhibitor' to share the 'Participating Space' a written request of this must be submitted to the 'Organiser' and if approved, the 'Participating Space' will not have any 'Dividing walls' between the two sharing 'Exhibitors'.
- The 'Exhibitor' will not in any form purchase a 'Participating Space' under his trade/company name

- and sublet this 'Participating Space' to a third party at any price, similar, higher or lower to the official declared 'Payment Amount' by the 'Organiser'.
- The 'Exhibitor' assumes any and all responsibility for the safety of all the 'Exhibitor' products, services and/or intellectual property at the 'Exhibition' as where deemed necessary by the 'Exhibitor' shall source required 'Insurance Policies' for the products, services and/or intellectual property.
- The 'Exhibitor' is responsible for the Health and Safety within his 'Participating Space' and for the Health and Safety of the 'Exhibitor' staff and 'Visitors' to the 'Participating Space'.
- In case of any breach or non-observance of any of the Terms and Conditions by the 'Exhibitor', whether or not the 'Participating Space' has been occupied by the 'Exhibitor', the 'Organiser' shall have the full right to re-enter on the allotted 'Participating Space' and may remove and exclude the 'Exhibitor' there from without prejudice to its right to recover all monies payable hereunder and any other damages sustained by the 'Organiser', and all other claims it may have against the 'Exhibitor'.

Payment

- The 'Organiser' herein offers an opportunity for the 'Exhibitor' to participate at the 'Exhibition' wherein the 'Exhibitor' will make payment for the 'Exhibitors' participation. The payment made will be equivalent to the amount stated overleaf under 'Payment Amount' and shall not be lesser to the stated amount.
- The 'Payment Amount' will need to be paid by the 'Exhibitor' in full immediately upon submitting this 'Booking Form' or within a maximum period of 7 days of the 'Signing Date' of this 'Booking Form'; unless otherwise mentioned in writing by the 'Organiser' on this same 'Booking Form' within the 'Remarks' section and being counter signed by the 'Organiser' against the 'Remarks' section of the 'Booking Form'.
- If the full 'Payment Amount' has not been made by the 'Exhibitor' to the 'Organiser' the 'Organiser' reserves the right to hold all prior payments made and not refund any payments and/or refuse 'Participation' and entry to the 'Exhibition' by the 'Exhibitor' and/or in the event of the 'Exhibitor' having been granted permission to 'Participate' at the 'Exhibition' with payment pending, the 'Organiser' has the right to hold and cease the goods of the 'Exhibitor' equivalent and/or more in value to the pending 'Payment Amount'.
- The 'Organiser' also reserves the right to charge 20% (twenty percent) of the 'Payment Amount' additionally over and above the stated 'Payment Amount' in the event of, 1. The 'Payment Amount' not being made in full immediately upon receiving the 'Booking Form'. 2. The 'Payment Amount' not being received in full within 7 (seven) days of submitting the 'Booking Form'.
- In the event of the 'Payment Amount' having been made in the form of 'Cheque' and in the event of the Cheque having been declined for any reason being, insufficient funds and/or typographical error, and/or misspelling and/or mismatch of signing authority, and/or fraudulent information having been placed on the Cheque leaf, 1. The 'Organiser' reserves the right to file a case under the law of the United Arab Emirates against the issuer of the Cheque being in this case the 'Exhibitor'. 2. The 'Organiser' reserves the right to surcharge 15% (fifteen percent) of the Cheque value to the 'Exhibitor' which is liable to be paid within 30 (thirty) days of a request/invoice been made.
- Furthermore even upon the completing 'Payment Amount' in full by the 'Exhibitor' to the 'Organiser' the 'Organiser' reserves the right to refuse entry to the 'Exhibition' for any reason the 'Organiser' deems fit.
- The 'Organiser' reserves the complete right to request and/or forcefully vacate the 'Exhibitor' from the 'Exhibition' and null and void his 'Participation' from the 'Exhibition' without any liability towards the 'Organiser' to refund any 'Payment Amount' fully and/or on a pro-rata basis to the 'Exhibitor'.
- The 'Organiser' upon receiving the 'Payment Amount' is liable to cancel the 'Exhibition' for any reason and is liable to not refund any or all of the 'Payment Amount' made by the 'Exhibitor' to the 'Organiser'.
- The 'Payment Amount' for the 'Participating Space' of each 'Exhibitor' is at the discretion of the 'Organiser' and cannot be inquired on, questioned and/or challenged by the 'Exhibitor' for any reason.
- The 'Organiser' has no obligation to disclose the pricing of any participating 'Exhibitor' to any party including other Exhibitors.
- For any participating 'Exhibitor' who decides on his discretion to leave/vacate the Exhibition prior to the official ending 'Date' of the 'Exhibition', the 'Exhibitor' may not in any form request for a refund of any part or full amount of the 'Payment Amount'; and further should the 'Organiser' deem necessary a penalty of 25% (twenty five percent) of the total 'Payment Amount' will be payable by the 'Exhibitor' to the 'Organiser'.
- Booking of a 'Participating Space' received less than 14 (fourteen) days of the 'Exhibition' will be subject to 20% (twenty per cent) surcharge of the 'Payment Amount'.
- If the 'Exhibitor' fails to pay the 'Payment Amount', or any component thereof, at the prescribed time, the 'Organiser' reserves the right, after written notice to the 'Exhibitor', or its agent(s), as applicable, to cancel this 'Booking Form' represented as a formal binding 'Contract' and the 'Organiser' shall in such event retain such components of the 'Payment Amount' already paid by the 'Exhibitor', if any.
- If any 'Exhibitor' chooses to participate at the 'Exhibition' for a lesser number of days than the full duration of the 'Exhibition' the 'Payment Amount' for this 'Exhibitor' will be determined as per the discretion of the 'Organiser'.
- Payment shall be made in AED or USD by Cash, Bank Transfer, Credit Card or by Cheque payable to 'Sumansa Exhibitions LLC'.

Contract

- 'Exhibitors' will not sell and/or exhibit any duplicate products and will stand by the authenticity of the exhibited/saleable products.
- The 'Exhibitor' will not mislead their 'Visitors' by over priced products and/or services.
- The 'Exhibitor' will maintain at all times during the 'Exhibition' dates and prior and post the 'Exhibition' good and professional conduct with the 'Organiser' and all the 'Organiser' staff.

Rights of Admission

- The 'Organiser' reserve full and exclusive right to charge a admission fee to 'Visitors' and this fee or its amount may not be challenged by the participating 'Exhibitor'.
- The 'Organiser' reserves full rights of admission to the 'Exhibition' and may if deemed necessary remove 'Exhibitors' and/or any 'Visitors' from the show.

Intellectual Property

- The 'Exhibitor' shall not use the 'Exhibition' title, logo and/or name without obtaining the express prior written consent of the 'Organiser', which will only be granted once the 'Organiser' has received the full 'Payment Amount'.
- Upon receiving written approval from the 'Organiser', the 'Exhibitor' will have the non-exclusive, limited right to use in accordance with the requirements and instructions of the 'Organiser' the 'Exhibition' logo and/or title to the extent required for the 'Exhibitors' marketing and advertisement material. The 'Exhibitor' shall ensure that each reference to and use of any 'Exhibitor' logo and/or title by the 'Exhibitor' is in a manner from time to time approved by the 'Organiser'. The 'Exhibitor' shall ensure at all that all marketing and promotional material in relation to the 'Exhibition' is represented in such a way as to protect and preserve the high quality image associated with the 'Organiser' and the 'Exhibition'. The 'Exhibitor' shall be prohibited from using the 'Exhibition' logo and/or title, any of the 'Exhibition' titles, names or marks, or any confusingly similar marks, logos, names or symbols, in whole or in part, in relation to any 'Exhibition' or product other than the 'Exhibition'. Rights in respect of the 'Exhibition' logo and/or name/title and any other marks, logos, names or symbols owned or used by the 'Organiser' in relation to the 'Exhibition' or the goodwill associated therewith.

Violations & Penalties

- The 'Exhibitor' assumes full responsibility of his 'Participation' as an individual entity at the 'Exhibition' and under the law of the United Arab Emirates shall and will not form or create a 'Union' among other 'Participating' 'Exhibitors' at the 'Exhibition' to raise any queries, questions or concerns

that the 'Exhibitor/s' may have even in the event of the concerns being common. Furthermore forming of a 'Union' is deemed an illegal act as per the law and regulation of the United Arab Emirates and is punishable in a court of law. A 'Union' herein is defined as one or more 'Exhibitors' joining together to form a group.

Non-Contentable

- Any means and methods of calculating, accumulating and counting of 'Visitor' footfalls is confidential to the 'Organiser' in every nature and may not be questioned, contended or challenged by any third party, including but not limited to participating 'Exhibitors' and/or 'Visitors'.
- Any change of 'Venue' and 'Dates' of the 'Exhibition' is at the discretion of the 'Organiser' and cannot and will not be contended by the 'Exhibitor'.
- The area in square meters allocated to any 'Exhibitor' is at the discretion of the 'Organisers' and cannot be inquired on, questioned and/or challenged by the 'Exhibitor' for any reason.
- The 'Exhibitor' may not question, contend or challenge any or all of the 'Marketing Efforts' conducted by the 'Organiser' to attract 'Visitors' to the 'Exhibition'.
- 'Exhibitors' in any shape or form may not hold the 'Organiser' responsible for business not made by them at the 'Exhibition'.
- The 'Exhibitor' will and shall not hold the 'Organiser' responsible for any shortage of 'Visitor' footfalls at the show.

Termination and Damages

- The 'Organiser' reserves the right to cancel the 'Exhibition' without notice for whatsoever reason.
- If the 'Exhibitor' cancels their 'Participation', or terminates this Booking Form/Contract, for any reason whatsoever after the prescribed date for payment of the 'Payment Amount', liquidated damages will be payable by the 'Exhibitor' to the 'Organiser'.
- Cancellation charges equal to (1) 25% of the 'Payment Amount' will be levied if the Contract is cancelled by the 'Exhibitor' more than three months prior to the Event, (2) 50% of the 'Payment Amount' will be levied if the Contract is cancelled by the Exhibitor more than two months but less than three months prior to the Event, (3) 75% of the 'Payment Amount' will be levied if the Contract is cancelled by the 'Exhibitor' more than one month but less than two months prior to the 'Exhibition', and (4) 100% of the 'Payment Amount' will be levied if the Contract is cancelled by the 'Exhibitor' within one month prior to the 'Exhibition' or if the 'Exhibitor' does not attend the 'Exhibition'.
- In the event of the 'Exhibitor' committing an act of bankruptcy or if a limited liability company being wound up, the Contract shall be terminated and all monies already paid shall be retained by the 'Organiser'.

Indemnity and Force Majeure

- The 'Exhibitor' will be completely responsible for the cost of restoring to its original condition any part of the 'Shell Scheme Stand' and/or the 'Space Only Area' and/or the structure occupied by them which has been altered or damaged in any way.
- The 'Exhibitor' shall be responsible for the 'Shell Scheme Stand' and its content, as well as the persons and property of its employees and/or representatives, and the 'Organiser' shall not be responsible for loss or damage to property, or injury or death, of the 'Exhibitor' or tempest, lightning, national emergency, civil unrest, war, labour disputes, lockouts, explosions, Acts of God and general cases of force majeure whether or not ejusdem generis with the foregoing or any cause not within the 'Organisers' control or for any loss or damage sustained at the 'Exhibition' that the opening or holding of the 'Exhibition' is prevented, postponed or abandoned, or if the 'Venue' becomes totally or partially unavailable for the holding of the 'Exhibition' due to any of the foregoing causes, or the interruption, suspension or partial/total loss of the satellite link or television broadcast. The 'Exhibitor' shall indemnify and hold the 'Organiser' safe and harmless from all loss and damage to property, and injury or death to person, all for the 'Exhibitors' portions of the 'Participating Space' and for any loss or damage to the 'Shell Scheme Stand' and/or 'Space Only Area'.
- The 'Exhibitor' is advised to take out an insurance cover for the purpose of indemnifying the 'Organiser' as aforesaid and also to cover itself against all risks in respect of which the 'Organiser' is expressed not to be responsible in these conditions. For the avoidance of doubt, the 'Exhibitor' must obtain its own insurance to cover its 'Participating Space' be it a 'Shell Scheme Stand' and/or 'Space Only Area'.
- In no event shall the 'Exhibitor' have any claim for damages of any kind against the 'Organiser' in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the 'Exhibition' by reason of the happening of any of the events referred to above or otherwise or if the 'Venue' becomes wholly or partially unavailable for the holding of the 'Exhibition' for reasons beyond the 'Organisers' control and the 'Organiser' shall be entitled to retain all sums paid by the 'Exhibitor' or such part thereof as the 'Organiser' shall consider necessary.
- The 'Exhibitor' shall hold the 'Organiser' safe and harmless from all loss or damage suffered by or arising out of any act of default of any servant, agent, employee, subcontractor or guest of the 'Exhibitor'.
- The 'Exhibitor' shall not without the written consent of the 'Organiser' display, exhibit or bring into the 'Exhibition' any explosives or dangerous material or any such thing which may cause noxious fumes or which make use of or display any materials which may involve a danger to the health or safety of any person. The 'Exhibitor' shall indemnify the 'Organiser' against any loss or damage arising out of a breach of this clause.
- The 'Exhibitor' shall be responsible for the actions and behaviour of its employees and/or representatives, and shall ensure that its employees and/or representatives do not interfere with the enjoyment of the 'Exhibition' by any third parties. The 'Exhibitor' shall cause to be removed from the 'Participating Space' and the 'Exhibition' itself should any employee and/or representative who in the sole, but reasonable, discretion of the 'Organiser' causes a nuisance to third parties attending the 'Exhibition', and such employee and/or representative shall be barred from future entry to the 'Exhibition' and the 'Participating Space'.

Exhibitor Badges & Passes

- The 'Organiser' will provide the 'Exhibitor' with a total of 4 badges per 9 SQM stand space during the exhibition. The 'Exhibitor' is also entitled to a total of 10 complimentary tickets per every 9 SQM stand for the exhibition. In case of loss or misplacement or if the 'Exhibitor' requires any additional badges/tickets, the 'Exhibitor' will require to purchase them at the ticket counters.

Amendments

- The 'Organiser' reserves the right to alter, add to, or amend any of these.

Governing Law

- All claims and disputes shall be settled in accordance with the laws of the Emirate of Dubai. The parties agree and submit to the exclusive jurisdiction of the courts of Dubai. All communication should be addressed to: Sumansa Exhibitions LLC., PO Box 118635, Dubai, UAE.

I/we on behalf of the Company/Individual participating at the Exhibition hereby have read and understood the Terms & Conditions herein and are in agreement/acceptance of all the clauses herein.

Name:
Signature:
Date:
Stamp: