

# Terms and Conditions

## Allotment:

- a) Stall/s will be allotted on a first-come, first-serve basis.
- b) Allotment of stall/s will be made at the sole discretion of **Nexgen Exhibitions Pvt. Ltd.**
- c) The stall/s allotted will be used solely by the participants for display of goods noted in their application form. Subletting of stalls or displaying goods not covered by the original application will not be allowed.

## Charges:

Please see the enclosed rate sheet or Participation Fees. The payment is to be made by Demand Draft or A/c payee cheque in favors of **Nexgen Exhibitions Pvt. Ltd.**

## Conditions Of Payment:

The participation fee shall be paid by the Exhibitor as follows: 50% upon signing of Contract by the Exhibitor, plus a further 50%, 30 days before the day of the inauguration of the Exhibition (100% Accumulative).

## Withdrawal by Exhibitor:

Without prejudice to the rights and remedies of the Organizers in respect of any breach of the Contract on the part of Exhibitor, the Exhibitor may withdraw from the Exhibition subject to the following conditions

Date of receipt by Organizers of Exhibitor's notice of withdrawal	Proportion of participation fee payable
On or 30 days before the Exhibition	50%
Within 30 days of the Exhibition	100%

## Space:

Each participant will be at liberty to rent one stall, or multiples thereof, in which he will display his products and provide technical information. The unit will be fabricated from plywood, held together on three sides to form a rectangle. The participants have to arrange themselves the complete setting up of the stall with curtain, pictures, wall hangings, stimulated built-in furniture and accessories.

## Services provided:

Each stall will be provided with three 100 watt spot lights, one plug point, one table and 2 chairs. Any Extra lighting will be charged for. While overall cleaning of the exhibition hall will be the responsibility of **Nexgen Exhibitions Pvt Ltd.**, the participants will be responsible for keeping their stalls/s clean and in good order at all times. Arrangements will be made for providing general round-the-clock security. However, **Nexgen Exhibitions Pvt. Ltd** will Not be responsible for theft, pilferage, loss or damage of any materials, goods or properties belonging to the individual participant at any time before, during or after the exhibition, for any reason or cause whatsoever.

## Entry:

Gate passes & name badges will be issued to participants, interior designers /decorators and their helpers On request. Entry will be denied to any person not holding an official gate pass.

## List of Materials:

A complete list of items on display with a description, is to be Submitted In triplicate, so that these can be made into the "Release Gate Pass" for you to remove them from the site when the Exhibition is over. No material shall leave the premises without the Gate pass signed by Nexgen Exhibitions Pvt. Ltd.

## Insurance:

It is advisable that the participants insure all the items displayed in their stalls.

## Safety:

Any machinery in motion capable of causing injury or death to either person or property must be installed in such a way so as to provide full protection against accidents. The participants shall fully indemnify Nexgen Exhibitions Pvt. Ltd. against claims, damages, costs, charges, expenses, Demands and legal action of any kind arising from injury or damage caused by such machinery. No inflammable material is to be stored at the site.

## Closure:

In the event of any violations of these rules, Nexgen Exhibitions Pvt. Ltd. shall have the right to close. the stall/s immediately without resort to legal proceeding or refund of any money to the participants.

## **Regulations for trade show organized by Nexgen Exhibitions Pvt. Ltd.**

- 1. Definition:** In these Regulations the following words and expressions shall have the following meanings.
  - 1.1** The term 'Exhibitor' shall include all employees, servants and agents of any Company, Partnership Firm or any individual to whom space has been allocated for the purpose of exhibiting.
  - 1.2** The term 'Exhibition' shall mean a trade shows organized by Nexgen Exhibitions Pvt. Ltd.
  - 1.3** The term 'Organizers' shall mean: NEXGEN EXHIBITIONS PVT. LTD., 1201 Pragati Tower 26, Rajendra Place New Delhi-110008
  - 1.4** The term 'Landlord' shall mean owners of the selected exhibition center.
  - 1.5** The term 'Contract' shall mean the contract for space or space-plus-shell stand or a packaged deal stand at the Exhibition, entered into between the Organizers and the Exhibitors, which incorporate these Regulations.
  - 1.6** The Term 'Authorities' shall mean the Local Authority and the Fire Authority.
  - 1.7** The term 'Participation Fee' means the sum payable under the contract for space.
  - 1.8** The title to each Regulation hereinafter set out is for ease of reference only, and shall not be construed as limiting or defining the content of any Regulation.
- 2. ELIGIBILITY OF EXHIBITS:**
  - 2.1** Exhibits must fall within the defined scope of the Exhibition. The Exhibitor shall not display on his stand any products that fall into classes other than those described on the application for space, and/or the sales brochure, unless prior consent has been given in writing by the organizers.
  - 2.2** In cases where the Exhibitor wishes to use borrowed equipment on his stand to demonstrate his own products, the display of the name of the firm lending the equipment is not permitted, unless that firm is also exhibiting, in which case acknowledgment cards may be displayed.
  - 2.3** An Exhibitor who is either associated with or is a selling agent for another firm or firms, and who wishes to exhibit the products of another firm or firm must state at the time of making application for space the name of the firm(s) to be represented at the Exhibition, and undertake to confine the exhibits to the goods of such firm(s).
  - 2.4** Allotment of booths by the Organizers shall not imply that they accept the proposed exhibits, and the Exhibitor must satisfy himself that his exhibits comply with the Regulations. The Organizers reserve the right to exclude, and/or require to be removed, any exhibit which, in their reasonable opinion, is not within the scope of the Exhibition, or is not suitable for the site allocated to the Exhibitor. The decision of the Organizers as to the eligibility of exhibits will be absolutely final and binding.
  - 2.5** Photographs: Stands or articles may be photographed, drawn, copied or reproduced only with the written permission of Organizers.
- 3. PARTICIPATION FEE:** As specified in the sales brochure, the Participation Fee for stall under shell scheme and raw space shall be payable. DDs/Cheques should be so drawn that they are payable at any bank at Delhi
- 4. CONDITIONS OF PAYMENT:**
  - 4.1** The Participation Fee shall be paid by the Exhibitor as follows: 50% upon signature of Contract by the Exhibitor, plus a further 50% 30 days before the day of inauguration of the Exhibition (100% accumulative).
  - 4.2** If any of the above payments is fourteen days in arrears (whether demanded or not), the Contract may at any time thereafter be terminated forthwith, by notice in writing, by the Organizers to the Exhibitor. In such event, all participation fee paid shall be forfeited, and the balance of the fee shall become due and payable forthwith. Such termination shall not prejudice any rights or claims by the Organizers against the Exhibitor, in respect of any consideration payable for release from the Contract, which will be a proportion of the participation fee as follows antecedent breach, and where applicable, the provisions of Regulation 19 shall apply.

4.3 Exhibitors are requested to choose their raw space and shell scheme options carefully. Facilities and rates applied to the option once specified while booking will not be permitted to be changed during the period of 30 days prior to the Exhibition.

4.4 All applicable Government taxes will be payable.

## **5. OCCUPATIONS AND COMPLETION OF SITE:**

**5.1** The Exhibitor undertakes to have the display ready before the opening of the Exhibition.

**5.2** IN NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A BOOTH OR SITE, IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL. Should an Exhibitor be prevented from occupying his site for this reason, all participation fees paid shall be forfeited, and the balance of the participation fee shall be recoverable forthwith by the Organizers as agreed, as liquidated damages. The Organizers shall be entitled to utilize the site, which had been allotted to such Exhibitor in such manner as the organizers shall think fit, and to recover from the Exhibitor any expenditure incurred in so doing.

**5.3** The Exhibitor will not remove any of his exhibits or displays prior to the closing of the Exhibition, as specified In the Exhibitor Kit. All exhibits must be removed after the close of the Exhibition, and within the time specified in the Exhibitor Kit.

**6. DEFAULTS:** If Exhibitor is a party to other contracts with Organizer and Exhibitor fails to make any payment when due under any such contract, Organizer may immediately reapply any funds paid by Exhibitor under any contract with Organizer to the payment due on any defaulted contract and, in such event, Organizer shall notify Exhibitor of such application. In the event that such reapplication shall create a default under any contract other than the defaulted contract, which default is not cured within 10 days after notice to Exhibitor, then that contract may be terminated by Organizer, in which event all the provisions set forth above under Section 6 'Cancellation,' shall apply. In the event that it shall be necessary for Organizer to bring suit to enforce any of its rights hereunder or to defend itself against suits brought against Organizer by Exhibitor, Organizer shall be entitled to recover all costs of such suits including reasonable attorney's fees.

**7. CLEARANCE CERTIFICATE:** All Exhibitors are required to authorities an official from their organization to take possession of their shell/raw space, and furnish an Indemnity Bond against damages and outstanding dues. They are also required to obtain a Clearance Certificate from the Site Hall Manager's Office on set-up day. The Hall Manager is authorized to refuse permission to any Exhibitor from occupying his stall/site if he is unable to produce the Clearance Certificate.

## **8. CONSTRUCTIONS AND ERECTION OF BOOTHS:**

**8.1** The booths will be provided by the Organizers, in accordance with the specifications already published.

**8.2** No interior fittings must exceed an overall height from the floor level of 8 feet or 2.5 meters.

**8.3** All electrical installations must be carried out by the contractor appointed by the Organizers for the area in which the shell scheme / table space booth is situated. Where an Exhibitor occupies raw space for display, he needs to make his own arrangements for electrical installations. However, power supply will have to be obtained from Organizers.

**8.4** Nothing may be attached to the floor of the Exhibition premises or to any part of the Exhibition premises without the written consent of the Landlords.

## **PART II**

**1. REGULATIONS:** Each Exhibitor must comply with the requirements of the Authorities, and with the Regulations issued by the Landlords.

**2. EXEMPTIONS:** Applications for any consent by the Organizers must be in writing, and must set out full details of the matter for which consent is sought. Exemptions from any Regulation may be granted at Organizer's discretion. No exemption given by Organizers will be effective unless it is in writing.

**3. ALTERATION OF SPACE ALLOTTED:** The Contract constitutes a license to exhibit and not a

tenancy. Organizers reserve the right to, anytime and from time to time, make such alterations in the ground plan of the Exhibition as may, in their opinion, be necessary in the best interests of the Exhibition, and to alter the shape, size or position of the space allotted to the Exhibitor. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for participation fee than that undertaken in the Contract.

**4. SUBLETTING:** An Exhibitor shall not assign the Contract, sub-let or part with his site or stand or any portion of it, without prior written consent from Organizers. Other than as permitted by Regulations 2.2 and 2.3 of Part I of these Regulations, no name other than that of the Exhibitor may be displayed on the site or stand, nor may any literature in respect of goods other than those of the Exhibitor be displayed or distributed, without the written consent of Organizers.

**5. CONDUCT OF EXHIBITORS:**

**5.1** Every Exhibitor shall ensure that his stand is open to view, and is staffed by competent representatives, during Exhibition hours. In the event of any Exhibitor failing to open his stand, or uncover his Exhibits, Organizers may do so, or may arrange for the stand and exhibits to be removed, and the Exhibitor shall be liable for any charges that may thereby be incurred. Organizers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

**5.2** Every Exhibitor, and all persons for whom he may be considered responsible in any way whatsoever, must conduct himself in such a manner as shall not be objectionable to any other Exhibitor or visitor or Organizers. Any person who does not comply with these requirements shall be liable, at the discretion of Organizers, to be removed from the Exhibition buildings and refused re-admission during the period of the Exhibition.

**5.3** An Exhibitor must conduct his business **ONLY FROM HIS OWN STAND**, and must not under any circumstances canvass from elsewhere amongst Exhibitors or visitors to the Exhibition, without the written consent from Organizers. All efforts to advertise, promote sales and operate exhibits must be so conducted as not to cause annoyance or inconvenience to other Exhibitors and visitors. Solicitations (in person or by any sound process) above the ordinary speaking tone of voice are prohibited without written consent of Organizers.

**6. TICKETS AND PASSES:** Organizers will issue official tickets for admission, & no other form of admission ticket will be valid. No Exhibitor will be admitted to the Exhibition without producing to gate officials the Exhibitor's pass issued to him by Organizers. In the event of such a pass being transferred or otherwise disposed of, it will be immediately forfeited and no further pass will be issued in its place. Organizers reserve the right, at their discretion, to withdraw the pass issued to any person if complaints have been received concerning his conduct. The number of free passes issued to an Exhibitor is at the discretion of Organizers.

**7. DAMAGE TO BUILDINGS:** No Exhibitor shall cause or permit any damage to Exhibition buildings, or any part thereof, or to any of the fixtures and fittings therein, not the property of the Exhibitor, and shall not alter or interfere with the structure of the Exhibition buildings. Any Exhibitor in breach of this Regulation shall indemnify Organizers in respect of any claim for such damage and/or for which Organizers can be liable to any third party.

**8. INSURANCE:**

**8.1** Third Party Claims: An Exhibitor is responsible for personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or there from, during the period of the Exhibition or the construction and dismantling periods, caused directly or indirectly by the Exhibitor, or any contractor, sub-contractor, licensee or invitee of his, or the act, omission or neglect of any such person or by any exhibit, machinery or other article or thing belonging to the Exhibitor, or in the possession of or use of the Exhibitor. The Exhibitor will indemnify Organizers in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims.

**8.2** Exhibits at the Exhibition: Organizers shall not be responsible for the loss of, or damage to, exhibits or to other property of the Exhibitor, his invitees or licensees, howsoever caused. The Exhibitor must take out adequate insurance in respect of all such claims.

**8.3** Consequential Loss: Exhibitors are advised to insure against cost and losses which they may incur in the event of the Exhibition being abandoned, cancelled or be suspended, in whole or in part, for causes not within the Organizer's control, since Organizers accept no liability in such an eventuality.

**8.4 Security for Exhibitors:** Organizers shall provide security for all exhibits on all dates of the Exhibition. However, it shall be the sole responsibility of each Exhibitor to provide for security to his exhibits, equipment and personnel on all other days, both before and after the exhibition days.

**9. FIRE RISKS AND SAFETY:**

**9.1**An Exhibitor shall do nothing to jeopardize the current insurance policies or the licenses of the landlords or Organizers, and the Exhibitor shall, in all cases, comply with any requirements of the Authorities. An Exhibitor in breach of any of the provisions of this Regulation 10 will be liable for all claims, loss & damage thereby caused and will indemnify the Organizers in respect thereof.

**9.2**Fireproofing: All display material must be made from fireproofed materials and installed to the satisfaction of the Authorities.

**9.3**Dangerous Substances and Naked Lights: Explosives, radioactive, highly inflammable or other dangerous substances may not be exhibited or brought into the Exhibition, nor may naked lights or lamps be used during the period of the Exhibition, or the periods of set-up and dismantling, without the prior written consent of Organizers.

**10. AISLES:** An Exhibitor shall not encroach on the aisles in front of his stand, and shall ensure that they are kept free from obstruction, during the whole time the building is open for the purposes of the Exhibition.

**11. OPERATING MACHINERY OR EXHIBITS:**

**11.1**Moving machinery or equipment shall, at the expense of the Exhibitor, be installed and protected to the satisfaction of Organizers, landlords and Authorities. If such machinery or equipment shall, in the opinion of Organizers, be too noisy or cause annoyance to other Exhibitors or to visitors, it shall be switched off on request from Organizers.

**11.2**Safety devices may be removed only when the machines are not in operation and not connected to the source of power, and only for the purpose of showing a visitor the design and construction of the uncovered part or parts. In such cases, however, the safety devices which are removed must be placed immediately beside the machine.

**12. DIRECTION SIGNS:** Organizers reserve the right to affix stand numbers or direction signs on any stands in any position.

**13. AUDIO-VISUAL EQUIPMENT AND DEMONSTRATIONS:**

**14.1**The use of sound systems is permissible, provided that the sound is directed into the participant's exhibit space, and that the sound is not objectionable to neighboring exhibitors, in the sole judgment of Organizers. Failure of participant to remedy objectionable sound when notified by Organizers to do so may result in immediate eviction of the participant from his exhibit space or such other remedies as Organizers deem appropriate. Organizers do not plan to provide any live or taped music during the exhibition. Any exhibitor planning to play any live or taped music in its booth must first notify Organizers in writing. Further, Organizers reserve the right to charge back to those exhibitors playing music any fees or other charges they are called upon to pay.

**14.2**Use of Exhibit and Promotional Activities: Organizers may immediately restrict or remove exhibits which, in the sole opinion of organizer, are objectionable due to noise, method or operation, materials or for any other reason which may detract from the general character or the consistent and stated purpose of the exposition. Exhibitor may not make sales, which result in the exchange of merchandise or money in the exhibit hall. No animals may be offered or displayed as part of the exhibit. Exhibitor may not display or offer nudity or sexually explicit or similarly offensive products, demonstrations, presentations, literature or other related matter, including the content of its products. Exhibitor should closely adhere to the provision on "Use of Exhibits - sound systems and use of live or taped copyrighted music" as described in the Exhibitor Services Manual. In the event of such restriction or removal action, Organizer shall not be liable for any refunds or other Exhibitor expenses.

**15. COMPETITIONS:** No competitions or the like may be held without the written consent of Organizers.

**16. OFFICIAL CATALOGUE:** An Official Catalogue will be issued. Organizers do not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of the Catalogue.

**17. STAND CLEANING:** An Exhibitor is responsible to Organizers for ensuring that his stand is maintained in a clean state throughout the period of the Exhibition. The Exhibitor may not carry out his own stand cleaning and accordingly Organizers will carry out such stand cleaning.

**19. ORGANISER'S RIGHT TO TERMINATE CONTRACT:** If any Exhibitor shall, during the period for which the License is hereby granted, fail to observe or perform any of the provisions of the Contract, Organizers shall have the right to terminate the Contract forthwith, by giving notice in writing to such an Exhibitor. In such event, Exhibits of such Exhibitor shall be removed from the Exhibition premises, at a time to be stated by Organizers, and thereafter such Exhibitor shall not be entitled to access thereto, or to the Exhibition. The Organizers shall be entitled, if necessary, to remove and dispatch the said exhibits and property (at the risk and expense of the Exhibitors) to the address of the Exhibitor stated on the Contract. All Rental paid by the Exhibitor shall be forfeited and retained by the Organizers, and the Exhibitor shall indemnify the Organizers in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

**20. FAILURE OF SERVICE:** Organizers will use their best endeavors to ensure the supply of the services from the landlords and of those mentioned in the Exhibitor Kit, but they shall not incur any liability to an Exhibitor for any loss or damage, if any such services shall, wholly or partially, fail to cease to be available, nor shall the Exhibitor be entitled to any allowance in respect of Rental due or paid.

**21. BANKRUPTCY OR LIQUIDATION:** Should an Exhibitor, being an individual or a firm, become bankrupt, have a Receiving Order made against him or them, or make any arrangements with his or their creditors, or being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a Receiver appointed, the Contract with such Exhibitor shall terminate forthwith, save that all participation fee paid shall be forfeited and the balance of the Rental shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Company against the Exhibitor in respect of any antecedent breach.

**22. COPYRIGHTS AND PATENTS:**

**22.1** Organizers will not be liable for any loss or damage the Exhibitor may sustain, in respect of the infringement of any of his Copyrights or Patents arising out of his participation in the Exhibition. The Exhibitor is strongly advised to make formal application for the grant or the registration of a design, as the case may be, not later than six months after the opening of the Exhibition.

**22.2** All systems and application software, and hardware used and/or exhibited at the show must be duly licensed and/or authorized for use/exhibition to each respective exhibitor/user. No unlicensed equipment or software is permitted for exhibition /display.

**23. RIGHTS OF THE ORGANIZERS AND THE LANDLORDS:**

Organizers, and the landlords, and those authorized by them, respectively, have the right to enter the Exhibition premises at any time, to execute works, repairs and alterations and for the other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

**24. INTERPRETATION OF REGULATIONS IN TRANSLATION:** In the event of any dispute as to the interpretation of these Regulations, as a result of their translation into vernacular language, the English version shall be taken as authentic.

**25. GENERAL LIEN AND POWER OF SALE:** All Exhibits are subject to a general lien in favour of Organizers for all sums, whether for unpaid participation fee or otherwise, due from an Exhibitor to the Organizers shall give written notice to the Exhibitor in the event of exercising their lien, whereupon the Exhibitor shall not remove any Exhibits from the Exhibition premises, and the Organizers shall be entitled to take and retain possession of the same. If, within seven days of such notice, the Exhibitor shall not have paid all sums due and owing as aforesaid, the Organizers may, at any time thereafter, sell the exhibits or any of them, and shall apply the proceeds of such sale in payment to :

All costs of removal and storage of the exhibits

All costs of the sale and

All sums due as aforesaid and the balance (if any) of such proceeds shall be paid to the Exhibitor.

The exercise of such power of sale shall be without prejudice to the Organizers' right to sue for and recover any balance, which may remain outstanding and due after such sale.

26. Each exhibitor must display his exhibitor's badge issued by the Organizers at all times within the exhibition premises.
27. Proper care must be taken by each participant to ensure that his badge is not misplaced, as no duplicate/ additional badge will be issued in case of loss of the original badge.
28. No exhibitor will be permitted to move around the exhibition premises without displaying his badge.
29. Each visitor will register himself, and display the visitor's badge at all times while moving around the exhibition premises.
30. The visitor will have to surrender his badge at the exit point, and get himself issued a fresh badge for a re-entry.
31. Each delegate will also register himself and display the delegate's badge issued to him while moving around the Conference, Seminar and the Exhibition Premises.
32. For each item sold to any visitor/delegate/exhibitor, the participant must indicate the distinct number provided to the visitor on his/her identity badge on each cash memo prepared. The Security personnel at the exit gate will tally the identity number on the cash memo before permitting anybody to leave the Exhibition premises with his purchase.
33. All exhibitors must take adequate precaution to insure all their exhibits. Any item found missing must be reported immediately to the Organizers/security personnel, who are authorized to take appropriate action, which may help in retrieval of the reported lost item.
34. ORGANIZERS RESERVE THEIR RIGHT TO MODIFY AND / ORAL ALTERATION OF THE ABOVE REGULATIONS WITHOUT PRIOR NOTICE TO EXHIBITORS.
35. DISPUTES PERTAINING TO THE EXPOSITION: Adjudication, in case of dispute, as provided by the High Court at Delhi would be binding on all parties.

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Please initial here for acceptance