

**19 - 20 July, 2019**

**Hall No. 8,9 & 10, Pragati Maidan, New Delhi, India**

**Contract for Space**

We hereby apply to participate in above exhibition as Exhibitor and be allotted as a space per following specification:-

OPTION 1	OPTION 2	OPTION 3	RATE (Per sq. mt.)		AMOUNT	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	INR	USD	INR	USD
Raw Space (Min. 18 Sq. Mtr) <input type="text"/> Area(sq. mtr.)	Built-up Space (Min. 09 Sq. Mtr) <input type="text"/>	Sponsorship Type <input type="text"/>				
ADD.: Premium if applicable						
Gross Amount						
ADD.: Taxes if applicable						
TOTAL PAYABLE AMOUNT						

**BOOKING TERMS**

- Booking closes 30 days prior to exhibition date.
- Full money as per contracted to be paid upon booking.
- Location Premium, as per policy<sup>(4)</sup>.
- Refund of participation charges as per terms and conditions mentioned below.
- Any extra facilities if intended 30 days prior to event, are chargeable separately.
- Payment to me made strictly through Bank, as per detailed mentioned below.
- Booking on acceptance of Terms & Conditions as mentioned below.

Stall No:

Additional Service / Requirements (upon extra payment, which is shall be notified later)

1. Power \_\_\_\_\_ Water \_\_\_\_\_
2. Furniture 1. \_\_\_\_\_ 2. \_\_\_\_\_
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Exhibitor's Details**

Name of Contact Person: \_\_\_\_\_ Designation: \_\_\_\_\_  
 Name of the Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ Country: \_\_\_\_\_  
 Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Website: \_\_\_\_\_  
 Products to be display: \_\_\_\_\_  
 GST No. \_\_\_\_\_ (For Indian Exhibitor only)

**Bank's Details**

Name of Beneficiary : Nexgen Exhibitions Pvt. Ltd.  
 Name of Bank: IDFC BANK LTD.  
 Address: Barakhamba Road Branch, Birla Towers, Lower Ground  
 Floor, 25, Barakhamba  
 IFSC Code (for Indian Exhibitors): IDFB0020101  
 SWIFT Code (for Non Indian Exhibitors): IDFBINBBMUM  
 Account No.  
 a. For INR Remittance: 10000224255  
 b. For USD Remittance: 10000246075  
 Optional Details (\*)  
 Corresponding Bank : Deutsche Bank Trust Company Americas  
 Corresponding Bank : SWIFT : BKTRUS33XXX

**Undertaking**

We have read the terms & conditions as mentioned below for participation, which we accept and undertake to observe and the be bound by rules framed by Nexgen Exhibitions Pvt. Ltd.

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**TERMS AND CONDITIONS FOR PARTICIPATION**

1. **EVENT:** As mentioned in space contract form.
2. **DATES & VENUE:** As mentioned in space contract form.
3. **DEFINITION:** In these regulations the following words and expressions shall have the following meaning:
  - a) The term 'Exhibitor' shall include all the employees, Servants and agents of any company. Partnership to any individual to whom space has been allocated for the purpose of exhibiting.
  - b) The term 'Exhibition' shall mean event organized by the Nexgen Exhibitions Pvt. Ltd.
  - c) The term 'Organizer' shall mean the Nexgen Exhibitions Pvt. Ltd., 1206, Pragati Tower, 26 Rajendra Place, New Delhi-110008, India.
  - d) The 'Landlord' shall mean the owners of the exhibition venue.
  - e) The term 'Contract' or shall mean the contract for space or space plus built-up stand on a package deal at the exhibition entered into between the organizers and the exhibitors, which incorporated these regulations.
  - f) The term 'Authorities' shall mean the local Authority, fire authority or other authorities.
  - g) The term 'Participation Fee' or 'Participation Charges' shall payable under the contract for space.

**Space and Facilities****1. FOR BARE/RAW SPACE**

General facilities for Bare/Raw Space include general Power load respective per 18 sq meter space booked, general security, general decoration in and around exhibition, halls, signage, general illumination inside and outside halls, cleaning of aisles and exterior, general publicity for visitor promotion, entry in exhibition hall, free entry in Trade Fair Directory/Exhibitor Directory, one copy of Directory, Other purchases like power, water, compressed air are to be paid separately. Kindly ask organizer for rates of additional requirements.

**2. FOR BUILDUP/SHELL SCHEME STALL**

Package of facilities for built up stalls includes back and side partitions with modern prefabricated system similar to octanorm system, panels, synthetic carpet, fascia name written in uniform style, general lightings, one power socket per stall, One information counter & two chairs for every 9 square meters, electricity consumption for lighting, general security in exhibition halls, general decoration in and around halls, general publicity for visitor promotion, entry in the exhibition hall, free entry in Trade Fair Directory/Exhibitor Directory, one copy of Exhibitor/Trade Fair Directory.

**3. EXHIBITORS OBLIGATIONS**

a) **Show Directory:** The Organizers will publish a Paper/Electronic Trade Fair Exhibitor Directory which entitles the exhibitors a free entry in Directory covering name and address of exhibitor, name of contact person or chief executive, telephone, fax, area of specialization, exhibits displayed and company profile not exceeding word limits mentioned in the directory page format. All exhibitors are required to provide above information in soft copy at least one/two months in advance. In case organizers don't receive this information, organizer will not publish the exhibitor's information in the Trade Fair/Exhibitor Directory or if will publish it, then it shall publish all available information without any notice.

b) **Fascia Name:** Exhibitor is required to provide name to be displayed over Fascia 30 days before the date of Exhibitions. In case such name is not provided organizer shall have liberty to display name which is best known to them.

c) **Extra Item requirement:** In case exhibitor requires any extra item, other than items to be provided as package of Space, they will have to place their indent 30 days prior to date or start of Exhibitions. Full payment along with taxes if any is also required to be paid with such indent. Organiser does not take any guarantee to provide extra if same has been ordered at short notice.

**4. BOOKING APPLICATION & PAYMENT**

(a) Allotment of space/stall will be on first come first basis. (b) Full amount of this contract is payable at the time of booking confirmation. (c) For two or three side open stall & prime location stall (if available) premium @10% as applicable, will be charged. (d) Subletting of stall space is strictly prohibited.

**5. CONDUCT OF EXHIBITORS**

Every exhibitor shall ensure that his stall/stand an open in view, and is stalled by company representatives during the exhibitions hours. In the event, if any of the exhibitors failing to represent the space/stall or uncover his exhibits, organizer may do so or may make arrangements for the stand and exhibits to be removed. In this case, exhibitor shall be liable for any charges that may thereby incur. Organizer will not be liable for any losses of exhibits including losses sustained by exhibitors as a result of the action.

**6. NON ALLOCATION CANCELLATION & NON PARTICIPATION**

a) If the organizer rejects an application and do not allot the space, payment made by the respective exhibitor will be refunded fully.

b) If exhibitor cancels their participation before 90 days of the date of exhibition, 50% of the participation charges will be forfeited and balance will be returned to the exhibitor company.

c) If exhibitor cancels their participation before 60 days of the date of exhibition, 75% of the participation charges will be forfeited and balance will be returned to the exhibitor company

d) If the exhibitor cancels their participation within 60 days of the date of exhibition, 100 %of the participation charges will be forfeited by the organizer.

e) Registrations of other service charges once paid are not refundable in any case.

f) In case of shortfall in payment of dues by the exhibitor who confirm participation, the party shall be liable to pay the due amount to the organizer.

g) In case of an emergency or some unavoidable circumstances, if period of exhibition is shorten or reduced ,Participants/exhibitors shall have no right to claim any refund or damages or any other cost due to reduction in such period.

h) In case of any emergency or some unavoidable circumstances if dates of exhibition are rescheduled to some other dates, Participant entry will automatically be moved to the rescheduled dates and Participants/exhibitors shall have no right to claim any refund or damages or any other cost due to reschedulement of such period.

**7. SUBMISSION OF DRAWINGS**

Exhibitors with Bare/Raw space have to submit design of the stall to Organizers or Respective Partner (If any) and obtain approval for the plans in writing. 4 copies of the plans with front/side elevations, special features of the display & electrical plan etc. are to be submitted 2 months before the schedule date of event.

**8. EXHIBITORS ARE REQUIRED TO COMPLY WITH INSTRUCTIONS**

Exhibitors are required to comply with the guidelines, instruction, rules and regulations issued by Organizers regarding schedule for setting up and dismantling stalls. Failure to comply with the instructions will attract penalty charges and exhibitors are liable to pay the penalty charges. Penalty charges will be applicable at the rate of 10% of total participation charges paid for the space/stall booking.

**9. OVERALL HEIGHTS OF DISPLAY:**

Normal heights of stands shall be 2.50 mts. If exhibitors require the height more than 2.50 mts., written permission of Organizers may be obtained after submitting appropriate plans. It is recommended to take the measurements with the organizer in advance to avoid any confusion.

**10. FLOOR PLAN**

Organizer reserves the right to alter the floor plan at any point of time. Though space will remain same but stall/space location may be differ in that case.

**11. TAX DEDUCTION AT SOURCE (TDS)**

**Relationship between organiser & exhibitor as of Lease (Tenant) & Sublease (Subtenant) therefor if participation charge exceeds INR 1,80,000/- (As provided U/S 194-I of Indian Income Tax) a TDS @10% may be deducted. However Non Indian participants are not required to deduct any Tax. Further if any event is being organized outside India, no TDS needs to be deducted by Indian/Non Indian Participants.**

**12. EXHIBITS HANDLING**

The services of cranes and Forklifts through authorized contractors will be available at extra cost. The cost has to be settled directly with the contractor.

**13. INSURANCE**

Organizers shall not be responsible for any loss whatsoever incurred by exhibitor during the handling of the exhibits in the hall or outside it and they should also obtain appropriate insurance coverage for their exhibits against all risks for the periods covering preparation, Setting up, Mounting and Dismantling and return transit.

**14. COUNTER SALES**

Counter sales are not permitted at the Exhibition.

**15. ARBITRATION**

All and any disputes arising out of or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator appointed by the Company. The applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at New Delhi alone shall have the jurisdiction in all matter arising out of/touching and/or concerning this contract regardless of the place of execution of this contract which is deemed to be at New Delhi.

**16. EXPORTATION OF MATERIAL TO BE EXHIBIT**

Material for exhibit and for exportation shall be subject of rules and regulations of the host country. Organiser shall facilitate providing basic documents like participation letter, venue booking confirmation, Government permission, if any, to organize such exhibition. Before exportation of any exhibit goods, exhibitors need to check all formalities with official logistic partners. In case of permission for exportation is denied to any exhibitor, organizer shall not be responsible in any way for any compensation, damages, refund of participation charges etc.

**17. LIGHTING & POWER SUPPLY**

Exhibitors shall be provided with stand service as per schedule in the information and Order Manual. Exhibitors have to order extra electrical things, in particular all lighting apparatus, only from the organizer in accordance with charges as set out in the information and order manual. Furthermore, the organizers or the contractor appointed by the organizers shall not be liable for the failure or insufficiency of power supply to stall that are not completed within the stipulated time limit.

**18. MOVEMENT OF THE EXHIBITS.**

a. Exhibitors shall be bearing the risk and the cost and will make their own arrangements for transportation of their exhibits to the venue of the exhibition and stall. However, dimensions & heights has to be informed will in advance to organizer to know if the exhibit can be displayed or not.

b. Exhibitors shall submit to the organizers a complete list of their exhibits at least one month before the exhibition.

c. Exhibitors shall, within the time period stipulated in information and order manual at the close of the exhibition, remove all exhibits and other materials brought by the them into the exhibit hall or be liable to indemnify the organizers against all costs and expenses incurred in the removal of the exhibits, provided that the organizers shall not be responsible for any loss or damage to said exhibits and shall be entitled to sell the said exhibits in any manner they think fit and pass good title to any buyer, in order to reimburse themselves for all payments due from the exhibitor.

**19. FIRE REGULATION**

All materials used in the construction of the stall and ancillary apparatus shall be approved by the relevant fire service authorities. Fire marshals on duty at the exhibition shall be empowered to restrict or forbid any demonstration, which in their opinion may constitute a fire hazard without incurring any liability to the exhibitors.

**20. LAW AND REGULATIONS**

Exhibitors are required to strictly comply with and observe all Laws and Government Statutory Rules and Regulations according to hosting country. In the event that the Organizers are penalized in any manner due to the failure of the exhibitors to observe any of the aforesaid, the Exhibitors shall indemnify the Organizers against loss incurred.

**21. FORCE MAJEURE**

Under the conditions of the force-majeure which also include strike, lock out, closure, elections, riots etc. or any restriction imposed by any Govt. or any adverse situation beyond the control of Organizer or any circumstances where organizing of exhibition is not possible during prescribed dates, the organizers reserve the right to reschedule the event or opening dates and duration or even can cancel the entire Exhibition. In case of changes in dates and duration of the Event, the contractual obligation between the exhibitors and the Organizers remain unaffected & there shall not be any kind of compensation payable to any exhibitor for shifting of date. In case of cancellation of the Exhibitions, the stall charges will be refunded to the Exhibitor after deducting the proportionate costs already incurred by the Organizers or maybe settled for the next dates.

**22. JURISDICTION**

Only the Courts in Delhi, India alone shall have the jurisdiction.

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