

# Exhibition Participation Contract

## To be completed by the Exhibitor

We wish to exhibit at Middle East Waste Summit 2010 and apply for space

<b>Exhibitor name</b>	
<b>Full address</b>	
<b>Tel</b>	<b>Fax</b>
<b>Email</b>	

<b>Date</b>	
<b>Invoice address</b> if different from above	
<b>Tel</b>	<b>Fax</b>

For Middle East Waste Summit 2010 prices will be as follows - Space Only \$400/sq m, Shell \$450/sq m.

As exhibitors we agree to pay the total cost shown below. Upon acceptance of this contract to exhibit the organiser will raise a 30% deposit invoice to be payable immediately. The balance will be invoiced as 70% due on 1st February 2010 and is payable within 30 days in accordance with the terms and conditions.

Payments shall be remitted net of any bank charges to - National Bank of Abu Dhabi - Branch AEC. AED A/C Number 6200174840, USD A/C Number 6200175014 P.O. Box 94959, Abu Dhabi - UAE. Beneficiary: Turret Middle East

<b>Stand number</b>
<b>Stand Type</b> Space / Shell

<b>Dimensions</b>	x
<b>Area (sq m)</b>	
<b>Cost</b>	

## Broad categories of products/services to be exhibited

--

We hereby declare that we have read and accepted the terms and conditions of the participation contract and agree to abide by the Rules and Regulations of Middle East Waste Summit 2010 (as set out in the Exhibitor Manual) and any amendments which may be imposed by the relevant authorities or the venue as a condition of allotment of space. We hereby sign and agree to be bound by them.

## Signed on behalf of the Exhibitor

<b>Signed</b>	<b>Co. Stamp</b>
<b>Print name</b>	
<b>Job title</b>	
<b>Date</b>	

## Accepted on behalf of the Organisers

<b>Signed</b>
<b>Print name</b>
<b>Date</b>

## Organiser's Details



Turret Middle East Ltd  
 ADNEC House  
 PO Box 94891  
 Abu Dhabi  
 UAE

T +971 (0) 2 4446011  
 F +971 (0) 2 4443987  
 info@turretme.com  
 www.turretme.com

# TERMS AND CONDITIONS

## 1. Definitions

In these terms and conditions, the term "Exhibitor" means any person, firm or company who has made application for and been granted space in the Exhibition. The term "Exhibition" means the event detailed on the Exhibition Space Contract. The term "Organiser" means the event producers, as identified on the Exhibition Space Contract, or its assignees.

## 2. Application for Stand Space

(i) Application for stand space at the Exhibition must be made on the Organiser's official Exhibition Participation Contract. The Organiser may at its sole discretion accept applications by purchase order in writing by post, telex or fax, or accept a deposit payment in lieu of written application provided that these Terms and Conditions shall apply to any such application and shall constitute the entire agreement between the Organiser and the Exhibitor. Until the completed Exhibition Participation Contract has been received and accepted by the Organiser, the Organiser has the right, without giving notice to the exhibitor, to reallocate the stand space to another exhibitor and the booking will be null and void.

(ii) Upon acceptance of the Exhibition Participation Contract by the Organiser, there shall be a contract between the Organiser and Exhibitor to which these Terms and Conditions shall apply.

## 3. Allocation of Stand Space

Every effort will be made by the Organiser to allocate the stand space which has been ordered by the exhibitor. However, to facilitate the effective layout of the Exhibition and if the Organiser believes it to be in the best interests of the Exhibition, the Organiser has the right to make a stand space reallocation at any time, provided that the reallocated stand space shall not be more than 10% greater or less than the stand space which has been booked. No Exhibitor may refuse the space allotted to him, nor for such reason cancel his participation.

## 4. Payment

All payments must be made in accordance with the terms and methods set out in the Exhibition Participation Contract. In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or date of payment) then the Organiser reserves the right to cancel its contract with the Exhibitor and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph 5 below referring to cancellation charges that apply.

## 5. Cancellation of Participation

(i) If the Exhibitor wishes at any time prior to the Exhibition to cancel or reduce its level of participation, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by Recorded Delivery post. For the avoidance of doubt, the Organiser will not be obliged to accept the Exhibitor's notice of cancellation or reduction. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Exhibitor's notice.

(ii) In the event that the Organiser accepts the Exhibitor's notice of cancel or reduction, or in the event that the Organiser terminates the contract with the Exhibitor, for whatever reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these conditions) to reallocate or resell the stand space allocated to the Exhibitor and apply the following cancellation charges:

- From the point of signature of contract 50% of total cost, as set out in the Exhibition Participation Contract
  - After 31<sup>st</sup> December 2009, 100% of total cost, as set out in the Exhibition Participation Contract
- (iii) The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor's cancellation and that they do not represent a penalty.

## 6. Reduction of Space

In the event the Exhibitor notifies the Organiser in accordance with paragraph 5 above that it wishes to reduce the size of stand space, then the Organiser shall be entitled to resell or reallocate such stand space and to apply the scale of cancellation charges set out in paragraph 5 above, to the total cost according to the amount by which the original stand space allocated to the Exhibitor is reduced.

## 7. Stand Space and Exhibits

(i) The Exhibitor must occupy the space allocated to him by show opening time on the first day of the Exhibition. If the Exhibitor fails to occupy its allocated space, the Organiser shall be entitled to lessen or relocate such stand space and the provisions of paragraph 5 relating to cancellation charges shall apply.

(ii) The Exhibitor acknowledges that it shall only be entitled to use Contractors other than the official stand contractors appointed by the Organiser or (where the Organiser has provided a turnkey, modular or shell scheme package) to erect his stand without the prior consent of the Organiser. Full details of any turnkey, modular or shell scheme package are detailed in the Organiser's sales material.

(iii) Plans for specially built stands or displays other than those constructed from any such shell scheme system must be submitted by the Exhibitor to the Organiser for approval before construction is ordered.

(iv) If in the opinion of the Organiser, the Exhibitor's stand or display extends beyond its allocated space, the Organiser may at its sole discretion, charge the Exhibitor for the additional space so occupied at the prevailing rate.

(v) The Exhibitor shall be entitled to exhibit only those matters specified on the Exhibition Participation Contract.

(vi) The Exhibitor must not erect its exhibits in a manner which would, in the opinion of the Organiser, obstruct or otherwise affect the display of any other Exhibitor.

(vii) No acceptance by the Organiser of the Exhibitor's Exhibition Participation Contract, or allocation of the Exhibitor's name to any particular part of any Exhibition floorplan, or stand number, will constitute any agreement, warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Exhibition on such particular location. The Organiser reserves the right, without being required to give notice to the Exhibitor, to alter the layout of any Exhibition floorplan, or position, or stand number, at any time.

(viii) The Organiser and any other person either authorised by the Organiser, or having an interest in the premises, shall be without notice, entitled to access at all reasonable times before, during and after the Exhibition, to the Exhibitor's stand and for this purpose the Organiser, or any such person, shall be entitled to use such force as may be necessary, without incurring any liability whatsoever to the Exhibitor.

(ix) Should any dispute arise as to the stand space allocation, the extent of any additional stand space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated, or as to the Exhibitor's right to display any exhibits, the decision of the Organiser shall be binding.

## 8. Exhibitor's Representative and Passes

(i) The Exhibitor must supply to the Organiser, the name of at least one person to be his/her representative in connection with the installation, operation and removal of his/her exhibits.

(ii) In order to ensure only official access to the Exhibition areas, the Exhibitor and its personnel and contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless this pass is presented. The Exhibitor will be required to provide the Organiser, at least two weeks before the first day of build-up, with a fax detailing the person who will be present on the stand and the day(s) on which each person is likely to be in attendance.

## 9. Duration of Exhibition

Details of Exhibition hours are set out in the Exhibitor Manual. During these times, stands must be adequately manned by the Exhibitor's staff with the exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition hours.

## 10. Removal of Exhibits

(i) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition, without written permission from the Organiser. If the Exhibitor acts in breach of this provision, it shall pay to the Organiser by way of compensation for the detraction to the Exhibition's appearance, and in addition to all sums otherwise payable to the Organiser under these Terms and Conditions, a sum equal to one third of the total amount payable by the Exhibitor for its allocated stand space.

(ii) The Organiser reserves the right in its absolute discretion, to require the Exhibitor to remove any exhibit not specified on the Exhibition Participation Contract, or which is being exhibited at the Exhibition.

(iii) The Exhibitor will be liable for all storage and handling charges resulting from its failure to remove all exhibits and display materials from its allocated stand space.

(iv) The Exhibitor must surrender any occupied modular or shell scheme package in its original condition. The Exhibitor shall make good and indemnify the Organiser for any damage caused by the Exhibitor, his/her employees, agents or contractors to the Exhibition premises, or to any shell scheme occupied by the Exhibitor.

## 11. Attendance

(i) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failures of all or any other contracted exhibitors to attend the Exhibition, or the failure of any number of visitors to attend the Exhibition for any reasons beyond the reasonable control of the Organiser.

(ii) Any Exhibition Space Contract, or any acceptance thereof by the Organiser shall not be conditional on the presence, or location of any other Exhibitor at the Exhibition.

## 12. Exclusion of Personnel

The Organiser reserves the right in its absolute discretion to exclude or remove any person whose presence is, or is likely to be undesirable and the Organiser may exercise such right, notwithstanding that any such person is the employee, agent or contractor of the Exhibitor otherwise in any way connected or associated with the Exhibitor.

## 13. Undesirable Activities

If it appears to the Organiser that the Exhibitor may be engaged in activities which may be deemed to be contrary to the best interests of the Exhibition, or which appear unethical, or to be in breach of the law, the Organiser may, without being under any liability to refund or abate any charges paid or due herein, cancel any stand space allocation which may have been made to the Exhibitor and require it forthwith to vacate the stand space allocated to it and refuse the Exhibitor the right to participate further in the Exhibition.

## 14. Fire Precautions and dangerous materials

All materials used for building or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire, or any other risk. The following are excluded from the Exhibition: explosives, detonating or fulminating compounds and all dangerous or harmful substances, including primings, fireworks, etc.

## 15. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations, whether imposed by the Organiser, the proprietors or managers of the Exhibition building, or any municipal authority.

## 16. Electric Lighting and Power

(i) In the event that the official contractors are appointed by the Organiser to carry out electrical work, the Exhibitor shall be responsible for settling the accounts for electrical work carried out (other than that specified as included in one of the Exhibit Options) and for electrical current consumed by the Exhibitor's stand or display, directly with the contractor.

(ii) The Exhibitor shall ensure that all electrical installations on his/her stand space and all exhibits comply with any statutory or local regulations or requirements, to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance, or discomfort to visitors and other exhibitors.

## 17. Insurance

(i) The Exhibitor shall carry public liability insurance against any personal injury, death, or damage to, or loss of property by any cause whatsoever. If proof in writing of such insurance is not received by the Organiser from the Exhibitor at least one month before the Exhibition commences, the Organiser, without being under liability to refund or abate any charges paid or due herein, may cancel any allocation of stand space to the Exhibitor and shall be entitled to resell or reallocate such space.

(ii) The Exhibitor shall also ensure that it has full indemnity insurance against the usual risks in respect of all and any loss, damage or injury to goods and persons.

## 18. Cancellation or Change of Location or Date of Exhibition

(i) The Organiser shall be entitled, at its absolute discretion to cancel, relocate or change the date or all or any part of the Exhibition, or reduce the planned period for preparation, display or dismantling of the exhibition and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser. Such refund, if given, shall be such proportionate share of the balance of the aggregate exhibit fees received by the Organiser in relation to the Exhibition as the Organiser thinks fit, after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor, nor shall the Exhibitor be entitled to review or audit any of the Organiser's financial records.

(ii) The Exhibitor hereby acknowledges that in the event of any of the circumstances referred to in paragraph 18(i) he shall have no right to any refunds, damages or expenses.

(iii) In the event the Exhibition (or part thereof) is cancelled by the Organiser for commercial reasons, including without limitation, lack of support, then all payments made by the Exhibitor to the Organiser will be refunded, but the Exhibitor hereby agrees that in such circumstances he will have no further claim (whether for loss, damages or otherwise) against the Organiser.

## 19. Force Majeure

The Organiser shall not be responsible for the loss of or damage to any property of the Exhibitor or any person caused by theft, fire, defect in the Hall, storm, tempest, war, labour disputes, lockout, explosions, Acts of God and general causes of Force Majeure, whether or not ejusdem generis within the Organiser's control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the exhibition hall becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes, the Exhibitor shall hold the Organiser safe and harmless from all loss and damage and in no event shall the Exhibitor have any claim of damages compensation of any kind against the Organiser; and if it is impossible to hold the Exhibition as scheduled due to any reason, the already paid monies by the Exhibitor shall not be refunded unless the Organiser decides otherwise by refunding the payment after deducting the necessary expenses.

## 20. Default and Exhibitor's Insolvency

If the Exhibitor breaches or fails to observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor becomes bankrupt or commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any other assets, or enters into any composition with its creditors generally, or has a petition preserved for the making of an administration order, or has an order made or resolution passed for it to be wound up (other than for any scheme for amalgamation or reconstruction), or undergoes any similar or equivalent process in any jurisdiction, then the Organiser shall be entitled without notice to the Exhibitor, to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated to the Exhibitor and the provision of paragraph 5 above relating to the cancellation of stand space shall apply. Any payments made are not refundable.

## 21. Limitation of Liability

(i) The Organiser, its employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor, its employees or agents.

(ii) Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute a warranty or representation by the Organiser and therefore any mistake or omission will not enable the Exhibitor to cancel its Exhibition Space Contract.

(iii) Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion, shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to a representation of warranty.

## 22. Indemnity

(i) The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Exhibition of the Exhibitor, its agents, contractors or employees. The Exhibitor also fully and effectually indemnifies the Organiser against any claim made by any contractor or agent appointed by the Organiser, as a result of a failure on the part of the Exhibitor, its agents, contractors or employees, to perform in any way any contract entered into by the Exhibitor with such contractors or agents.

(ii) If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser's, its employees, agents and contractors, against all costs, claims, demands, proceedings and losses for which the Organiser or its employees, agents and contractors may become liable in consequence of damage or injury i.e. any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor, its employees or agents, or any other person under its direction, or any independent contractor engaged by it.

## 23. Assignment

The Exhibitor shall not be entitled to assign or delegate to a third party, any rights or obligations of the Exhibitor arising under these Terms and Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor without notice to, or consent from the Exhibitor.

## 24. Entire Agreement

These Terms and Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing, signed by a duly authorised representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.

## 25. Governing Law and Jurisdiction

(i) Abu Dhabi Civil Court shall be deemed to be the place of settlement of any disputes that may arise between the Organiser and Exhibitors. (ii) The Organiser shall have the discretionary right to sue any Exhibitor before his national court or before any other court.

(iii) Exhibitors are bound by all and any regulations applicable to participants in fairs and exhibitions in the United Arab Emirates.

(iv) U.A.E. Law shall be the law of contract between the Exhibitors and Organiser

## Please note the following contact details:

The Organiser of the Middle East Waste Summit is Turret Middle East Ltd, all correspondence and payments should be sent to the Organiser's address:

Turret Middle East Ltd, ADNEC House, PO Box 94891, Abu Dhabi, UAE  
Tel: +971 2 444 6011 Fax: +971 2 444 3987  
Email: [info@turretme.com](mailto:info@turretme.com)