

3-5 April, 2018

Kuwait International Fair, Mishref, Kuwait

Organised by:

ATEX International Exhibitions

P.O.Box: 413520, Dubai - UAE

Tel.: +97144249988

kuwaithealth@atexinternational.com

www.kuwaithealthexhibition.com

SPACE APPLICATION FORM AND CONTRACT

A. Contact Details

Company Name:

Contact Name:

PO Box:

Address:

City:

State:

Country:

Postal code:

Telephone:

Fax:

Mobile:

E-mail:

Website:

B. Order Details

Please select the appropriate package:

International Exhibitors	Price	Size / Tick	Amount
Shell Scheme Package (minimum 9sqm): Includes rear and side walls, name board, power, carpet, lighting, hall security, 1 table and 2 chairs	\$ 425 per sqm		
Space Only Package (minimum 18sqm): Bare space only	\$ 385 per sqm		
Local Exhibitors	Price	Size / Tick	Amount
Shell Scheme Package (minimum 9sqm): Includes rear and side walls, name board, power, carpet, lighting, hall security, 1 table and 2 chairs	\$ 225 per sqm	<input type="checkbox"/>	
Space Only Package (minimum 18sqm): Bare space only	\$ 200 per sqm	<input type="checkbox"/>	
Catalogue & Advertising	Price	Size / Tick	Amount
Compulsory Catalogue & website entry Your logo and company profile along with your company details published in the official show catalogue and online listing.	\$ 100	<input checked="" type="checkbox"/>	\$ 100
Catalogue Outside Front Cover	\$ 4,000	<input type="checkbox"/>	
Catalogue Outside Back Cover	\$ 3,000	<input type="checkbox"/>	
Catalogue Inside Front or Back Cover	\$ 2,000	<input type="checkbox"/>	
Catalogue Full Page Advert	\$ 500	<input type="checkbox"/>	
		TOTAL COST:	

1. DEFINITIONS & INTERPRETATIONS

- **Booking** - means the booking by the exhibitor for space at the exhibition.
- **Contract** - shall mean the contract for space or space plus shell stand or package deal stand and other value added service at the exhibition entered into between the organiser and the exhibitor.
- **Exhibition** - means the event detailed on the space application form. "Exhibition manual" means any manual which may be prepared by the organiser and distributed to exhibitors or which is available on the exhibition website prior to the exhibition setting out practical aspects of their participation at the exhibition.
- **Exhibitor** - means any person, firm or company who has made application for and who has been granted space in the exhibition, its employees or agents.
- **Landlord** - means the owners and managers of the appointed exhibition venue, its employees or agents.
- **Organiser** - means ATEX International Exhibitions LLC, its employees or agents.
- **Terms & Conditions** - means these terms and conditions and any schedules attached hereto.
- **Value Added Service** - shall include, without limitation, the hire of meeting rooms, insurance, sponsorship arrangements, delegate places and online.

2. BOOKINGS

- The organiser reserves the right in its sole and absolute discretion to accept or refuse any booking. All bookings are sold subject to availability, the contract and these terms and conditions. Terms and conditions should be read carefully by the exhibitor before making a booking and any queries relating to them should be raised with the organiser prior to confirmation of booking. Confirmation of the booking constitutes acceptance of these terms and conditions. The organiser reserves the right to provide alternative stand space at the exhibition to that specified on the booking if the staging of the exhibition reasonably requires.
- Upon acceptance of the Application for space a contract shall arise between the Organiser and the Exhibitor in the terms of this conditions subject to variation as mentioned and as regards space allotted the relationship of licensor and licensee shall immediately arise and continue between the Organiser and the Exhibitor. In case of non-payment of any sum due or any breach or non-observance of any of these conditions by the Exhibitor the Organiser shall have the full right to revoke this license and to re-enter upon the allotted space and may revoke and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitors and the right to recover damages sustained by the Organiser.
- Application for space must contain details of the proposed exhibits and the name of any other company represented by the Exhibitor whose products are to be shown or whose services are to be referred to on the stand. The charge for space is exclusive of any applicable federal or local Government or Municipality taxes all of which if any must be borne by the Exhibitor. Currently no such taxes are levied.
- The Organiser reserves the right to cancel a booking upon due notice to the Exhibitor or agent should the Exhibitor fail to make payments upon the due dates. In such cases any amount of money already paid to the Organiser will not be refunded. Any loss incurred by the Organiser, resulting from the Exhibitor's actions must be paid by the Exhibitor to the Organisers.

TERMS & CONDITIONS

- In case of joint venture howsoever described, the Exhibitor is deemed to have obtained the consent of all the individual participants to all the conditions of this contract.
- The Organiser reserved the sole and exclusive right to determine the size, layout and position of any stands. The Exhibitor shall accept a new stand size, layout or position if it is reasonable for the Organiser to exercise this right.
- In the event of the Exhibitor becoming insolvent, declared bankrupt or if a limited company being wound up the contract with it shall be determined void and all monies already paid shall be retained by the Organiser.
- The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted to it nor may advertisements of firms who are not bonafide exhibitors show on its stand. Only those products, services and companies mentioned on the Application form or contract may be incorporated in the stand.

3. RIGHTS OF THE ORGANISER & LANDLORD

- The organizer and the landlord and such persons as may be respectively authorised by them shall have the right to enter the exhibition venue at any time to carry out inspections, execute works, repairs and alterations and for any other purpose. Save for any wilful damage or gross negligence, no compensation will be payable to an exhibitor for damage, loss or inconvenience so caused. The organiser may at any time in the interest of the good management of the exhibition impose such further regulations of general application as it may, in its sole discretion, think fit.
- The Organiser reserves the right to alter add to or amend any of these terms and conditions and the decision of the organiser shall be final. No alteration, addition amendment or waiver to or of these terms and condition shall operate to release any exhibitor from its content.

4. PRIVATE POLICY

By signing the contract, the exhibitor is consenting, under all relevant data protection legislation, to the organiser communicating with exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely : for the organiser's internal purposes which will include accounts processing, internal analysis of exhibitors, publishing the exhibitor's details on the exhibition website, in the official catalogue for the exhibition and/ or in any other directory relating to the exhibition or relevant industry in each case whether in print, electronically or in any other media, inviting exhibitors to other events organised by the organiser or its group, disclosure of information to contractors who provide services in respect of the exhibition (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers, engineers and electricians), disclosure to direct mailing contractors and disclosure or transfer of exhibitor's personal data to members of the organiser's group worldwide to allow the group to further develop its business and its services to exhibitors . The organiser may also pass exhibitor details to third parties who provide goods and services likely to be of interest to exhibitors. The exhibitor is to inform the organiser in writing in the event that it might not wish for its personal information to be used in any of the ways mentioned above.

5. INSURANCE

The organiser shall not be responsible for the moors all damage to any property of the exhibitor or any other person for the loss of or damage or destruction to same by the war fire or other cars whatsoever or of any loss or damage whatsoever sustained by any exhibitor by reason of any defects in the building call by fire storm tempest lightning national emergency war labour disputes strikes or lockouts civil disturbances explosion inevitable accident force majeure or any other cause not within the control of the Organiser whether ejusden generis. Or not or for any loss or damage okay agent if by reason of the happenings of any such events the opening of the Exhibition is prevented of postponed or abandoned or a building become wholly or partly unavailable for the holding of the Exhibition. The exhibitor will be liable for third-party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basics shell scheme stand. As the organisers will accept no responsibility for any of the matters aforesaid, the exhibitor must cover themselves with insurance in respect thereof to any extent available and the Organiser reserves the right to demand sight of such a policy.

6. INSTRUCTIONS & DIRECTIONS

- You must comply with all instructions and directions given to you by our staff and stewards of the venue. In particular you must comply with all relevant statutes, safety announcements and venue regulations whilst participating at the exhibition.
- An exhibitor manual will be issued to each exhibitor containing detailed instructions for the organisation of the Exhibition.
- Exhibitor shall be totally responsible for the obtaining of visas and custom clearances
- Stands must be properly manned and exhibits displayed during all the time the Exhibition is open to visitors. No exhibits may be removed before the end of the Exhibition without the writing permission of the Organiser which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition building within the period stipulated by the Organiser. The exhibitor will compensate the Organiser for any expenses incurred through failing to comply with this condition.

7. PAYMENT TERMS

50% - Upon signing the Contract
50% – 3 months before the exhibition
Exhibitors who signed their Contract less than 3 months before the Exhibition will have a payment term of %100
All payments should be made to:
Bank: National Bank of Abu Dhabi
Account Name: ATEX INTERNATIONAL EXHIBITIONS
Account No: 6206450131
Swift Code: NBAD AEEA
IBAN: AE450350000006206450131
Branch: Dubai Mall, DUBAI – UAE

8. CANCELLATION POLICY

- The Organiser may terminate the contract if:
- The exhibitor fails to comply with the payment terms as given below. The allotted space will be cancelled and any payment made will not be refunded.
- The exhibitor gives a written notice of his intention to withdraw. Without prejudice to the rights and remedies of the Organiser, the Organiser may at its discretion allow the exhibitor to withdraw from the Exhibition, subject to the payment of a percentage of their total contract price by the Exhibitor to the Organisers as consideration for release from their contract as follows:

Up to 6 months before the exhibition - 25% of total cost
Between 3 and 6 months before the event – 50% of total cost
Between 1 and months before the event – 75% of total cost
Less than 1 month before the event – 100%

Should an exhibitor not take up the stand area he applied for or that was allocated to him and organiser are able to rent the space to another company (not by relocating another stand) the exhibitors shall still be required to pay the full stand rental charges as will be described in the invoice to be issued for payment.

9. THIRD PARTY

No person who is not a party to the contract shall have any rights under the contract, including these terms and conditions, and in particular shall not have any rights to enforce any term of these terms and conditions.

10. COMPLIANCE & LAW

The exhibitor shall comply with all laws and regulations relevant to the performance of the contract and relevant to the exhibition. Bribery or any other form of unethical business practice is prohibited in relation to the exhibition and all business transactions in relation to the exhibition shall be properly recorded in accordance with applicable laws.

11 DISPUTES & CLAIMS

- If any dispute arises out of the contract, including these terms and conditions, we will attempt to settle it. To this end, we shall use our reasonable endeavors to consult or negotiate with you in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties. Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute with you by negotiation within 15 days, we may propose to you that an attempt to settle it be made by mediation.
- The Organiser cannot accept any dispute or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in Dubai in accordance with Dubai law and custom or in the country of the exhibitor's origin if the Organiser decides to do so.

ATEX International Exhibitions

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