

TERMS, RULES & REGULATIONS

1. Terms of Reference

- "The Organizers"** - means Food & Beverage and Hospitality 2021
- "The Exhibitor"** - means the person, firm or company with whom a contract incorporating these relations, terms and conditions is made.
- "The Exhibition"** - means the exhibition or expo referred to on the application/contract form.
- "The Contract"** - means the Application/Contract Form and these Regulation Terms and Conditions.
- "The Regulations"** - means the regulations, terms and conditions in this agreement.
- "The Booth"** - means the space or area and including the structure thereon known as the shell scheme booth allotted to the Exhibitor the size of the allotment being specified in the Contract.

2. Participation

- i. The signing of the Contract shall constitute an offer by the Exhibitor. The acceptance by the Organizers shall be made by the Organizers sending an acknowledgement whereupon the Contract shall forthwith have effect in accordance with the terms hereof. Any variation of the Contract shall be in writing and shall be signed by both parties.
- ii. The Organizers reserve all rights in the acceptance of companies to take part in the Exhibition or cancel the Contract 60 days before the Exhibition and all decisions of the Organizers to such effect shall be final. No reasons for any such said decision shall be given and no claim or objection from any Exhibitor in relation thereto shall be entertained.
- iii. The Organizers reserve all rights in cancelling the Exhibition 60 days before the exhibition date without compensation to the Exhibitor and the Exhibitor hereby waives all rights, actions and claims whatsoever for compensation under this agreement or otherwise in such event provided that the Organizers in the relation to the Exhibition without interest.
- iv. The Organizers reserve the right to alter the time and/or date of Exhibition and/or period of Exhibition and/or venue of the Exhibition at any time by giving 7 days written notice to the Exhibitor. On such notice being given by the Organizers to the Exhibitor, the Exhibitor shall within 24 hours on receipt of the written notice either confirm in writing his refusal to the new time and/or date and/or period of Exhibition and/or venue or the Contract will remain valid for the new time or date or period or venue. If any offer of such new times and/or dates and/or periods of the Exhibition and/or venue of Exhibition is not accepted the original booking shall be cancelled and the Exhibitor shall then be entitled to a full refund of the payment. In any event, the Exhibitor shall have no claim against the Organizers in respect of such alteration or for any expenses or damages whatsoever incurred as a result.

3. Payment

A non-refundable deposit equals to 50 percent of the total rental payable by each Exhibitor must accompany each Contract form for the booking of each booth. Balance of the said rental must be paid 15 days before the opening date of the Exhibition, failing of which any paid deposit shall be forfeited and the space reserved re-allotted. Any payment made by an Exhibitor cancelling or reducing his space reserved shall not be refunded in any event.

4. Space Allocation & Use

- i. The Organizers reserve all powers to allot booths and all decisions to such effect shall be final.
- ii. The Organizers shall be entitled, if they consider necessary and even if other agreements have already been confirmed, to allocate to an Exhibitor space situated at a different location or alter the size and shape of any booth allocated. But the Organizers shall inform the Exhibitor concerned any such changes at least 30 days in advance of the commencement of works on-site.
- iii. Exhibition space is let strictly to the Exhibitor and subject to the previous consent of the Organizers, no sub-letting or assignment on parting with possession of any space allocated to any other person is allowed.
- iv. The Organizers reserve the power to close any machine, device at any time during the installation period or any time during the Exhibition, if in the opinion of the Organizers, such machine, device is of a dangerous character, or is not in accordance with any regulation provided hereinafter or if the Exhibitor or his representative fails to observe and comply with any of these regulations, or misconducts himself, any such Exhibitor or his representative shall immediately upon receiving notice to that effect, remove such machine, device or misbehaved persons at the expense of the Exhibitor, without their incurring or being liable for any loss or damage which may be occasioned by or through such removal and no return shall be made to the Exhibitor of any sums of money which may have been paid by him for rent and charge.

5. Booths & Exhibits

- i. Shell scheme booths are all of uniform design, the fascia board with Exhibitor's name in particular. Alterations or additions can be made to the standard fascia and lettering with the permission of the Organizers.
- ii. The Exhibitor may employ his own contractor to erect and decorate his own booth.
- iii. No booth should be designed to go beyond 3 m. in height. Exhibits and displays should not exceed this limit without the permission of the Organizers.
- iv. The Exhibitor using his own workers or contractor to erect, decorate or dismantle his booth is responsible for the removal of all waste and rubbish resulting from such erection or dismantling from the Exhibition Hall before the opening of and immediately after the Exhibition period according to the arrangement of the Organizers. No storage facilities shall be provided for packing cases, surplus materials or other properties of the Exhibitor.
- v. Before an Exhibitor decorates his booth, he must closely observe the following rules and liaise with the Organizer's official contractor before the commencement of the works:-
 - a. No poster or wall paper may be pasted on to the existing panel;
 - b. No painting may be applied to the existing panel;
 - c. No drilling or nails or screws may be applied or used in the existing panel unless such nails, screws or drillings are less than 5mm (3/16") in diameter and less than 13mm (5/8") in length;
 - d. All standard shells are formed with high quality aluminium and in view of this the Exhibitor is strongly advised not to screw, drill or nail on any of these frames. In default whereof the Exhibitor shall be liable for the total loss resulting therefrom;
 - e. The Exhibitor may apply single or double side tapes or pins on the existing panel;
 - f. No glue, scotch tape, self-adhesive paper, screws, nails, spikes, pins, or paint should be used on floors, walls, pillars or any part of the Exhibition Halls;
 - g. All containers, packing items and other articles not for display must be removed from the Exhibition Hall before the day of opening;
 - h. No pressurized containers shall be used at the Exhibition Hall for any purpose without the prior approval of the Organizers;
 - i. No oil grease or other deleterious matter or any substance which might be or become a source of danger or fire be stored in the booth.

6. Operation of Booth

- i. No booth shall be left unattended at any time during the opening hours of the Exhibition. The Exhibitor's staff must be present at the relevant booth at least 30 minutes before the opening hours and leave the Exhibition Hall not later than 30 minutes after the closing hour. The Exhibitor shall be responsible for the good conduct of all his staff, agents or representatives.
- ii. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.
- iii. No activity which in the opinion of the Organizers amounts to a nuisance or annoyance to the public or other exhibitors shall be caused by an Exhibitor within the vicinity of the Exhibition. In particular, audio-visual display equipment must be so positioned, and the sound level so adjusted, as not to annoy any reasonable person. Any offensive equipment shall be switched off or disconnected. Moreover, the Organizers reserve the right to require any audio-visual presentation which are in their opinion detrimental to be discontinued.
- iv. The Exhibitor shall be responsible for the total cost of damages to the structure or any part of Exhibition Hall resulting from loading any exhibit exceeding the said limit. Any Exhibitor with special problems concerning the weight and dimensions of exhibits should contact the Organizers who will provide all reasonable assistance.
- v. If working exhibit is displayed, precautions must be taken for the protection of the public, and legible sign of "DO NOT TOUCH" in English and Nepali must be placed on any moving exhibit to warn the public. The Exhibitor intending to demonstrate working equipment in his booth must provide the Organizers in writing with full details of the working machinery concerned.
- vi. All precaution must be taken by the Exhibitor against fire and provisions for the extinguishment of fire to the satisfaction of the Organizers must be made.
- vii. Erection and decoration of booth must be completed the day before the opening of the Exhibition; repairs or alteration by removal or addition of materials must only be carried out when the Exhibition Hall is closed and with the consent of the Organizers.
- viii. No exhibit is allowed to be taken into the booth once the Exhibition has been officially opened unless special permission is given by the Organizers.
- ix. No exhibit may be removed from the booth before the close of the Exhibition unless special permission is given by the Organizers.

7. Electrical Work

- i. All electrical works shall be carried out by the official contractor appointed by the Organizers and all charges thereof shall be paid by the Exhibitor. Any design or plan of electrical insulation must be submitted to the Organizers for approval at least 30 days before the commencement of on-site works. No installation works can be carried out without the express permission of the Organizers.
- ii. Electricity will be supplied only through the Organizers or electrical contractors appointed by the Organizers.

8. Security & Insurance

- i. While the Organizers shall provide general security during all hours of the Exhibition, the Organizers shall not be responsible or liable to the Exhibitors or to anyone for loss, theft or damage of Exhibitors' products and materials on display.
- ii. The Exhibitor shall insure his displays against loss or damage by theft, fire and any other natural calamities, or any cause whatsoever.
- iii. Each Exhibitor is responsible for indemnifying the Organizers and their agents against liability to the owners of the Exhibition premises, any public authority or department of the NEPAL Government and each and every other Exhibitor in respect of any action, cost, claim and demand of whatever nature consequential to any act or omission of the Exhibitor, his staff or agents.
- iv. The Exhibitor shall be responsible and pay as per venue management billing for any damage to the structure floor, wall pillar and any a part of the Exhibition venue caused by his staff or contractor in the transportation, removal of refuse and/or decoration works.
- v. The Organisers shall not be responsible or liable to the Exhibitor or to anyone at the booth or in the Exhibition hall for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the areas of the Exhibition.

9. Move In & Out Exhibits

- i. The Organizers shall provide each Exhibitor with a schedule for the moving in and out of exhibits and decoration items which must be strictly followed. In the process of moving the said items in, the Exhibitor must arrange for authorized representative to be present at his booth to receive the goods as the Organizers are unable to accept delivery on anybody's behalf, nor can they be responsible for the subsequent safe keeping of any item.
- ii. All exhibits and decoration materials shall be removed immediately after the exhibition according to the arrangement of the Organizers. All exhibits and decoration materials left behind shall be deemed forsaken. The costs incurred for the removal of any such items shall be born by the Exhibitor.

10. Others

- i. Any work carried out in NEPAL must be in accordance with the current local regulations. Any contravention of these conditions will be stopped immediately. The Organizers will not be held responsible for any extra cost or delay so caused.
- ii. Failure of the Exhibitor at any time before or during the Exhibition period to comply with any of the Exhibition rules and conditions shall automatically deprive the Exhibitor of the right to participate any further in the Exhibition and no claim or refund of any fee paid shall be entertained by the Organizers.
- iii. If any dispute arises between the Exhibitors and any Exhibitors or occupiers of the adjoining booth or other parts of the Exhibition areas such dispute shall be decided by the Organizers or in such manner as the Organizers shall direct.
- iv. The Organizers reserve the right to alter and amend any of the regulations herein and issue additional rules they deem necessary for the orderly presentation of the Exhibition. Any dispute or difference arising out of the interpretation of these regulations or regarding the rights, duties and obligations of the Exhibitor shall be decided by the Organizers whose decision shall be final.
- v. In the event that the Exhibition has to be adjourned, cancelled, terminated earlier or later than scheduled due to war, strikes, "band", riots, curfews, or due to acts of God including but not limit to storm, typhoon, rainfall, flood, earthquake, fire howsoever caused or closing down of the Exhibition venue beyond the control of the Organizers or other unforeseeable circumstances or for compliance with any order of the Nepal Courts or for compliance with the laws, regulations and directions of any government authority or otherwise under Nepal Law, in which event the Organizers' performance under this Contract shall be absolutely discharged and the Exhibitor hereby agrees that notwithstanding any statutory provisions to the contrary the Organizers shall not be required to refund any payments made by the Exhibitor to the Organizers in relation the Exhibition before the discharge of the Contract under the circumstances aforesaid and that such payments are not recoverable from the Organizers who shall be entitled to retain the same as agreed remuneration for performing this Contract up to the date of discharge under the circumstances aforesaid. It is expressly agreed that the Exhibitor shall be responsible for taking out such insurance as the Exhibitor may deem appropriate to cover the contingencies aforesaid.