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 ORGANISED BY INDIA'S MOST EXPERIENCED



21-23 September, 2017
Pragati Maidan, New Delhi

Cross Section Media Pvt. Ltd.
 3rd floor, Indra Palace, H-Block, Connaught Circus,
 New Delhi – 11001, India
 connect@bitb.org; www.bitb.org

BITB STAND CONTRACT 2017

EXHIBITOR INFORMATION

Exhibiting company name:		
Address:		
City:	Postcode:	Country:
Contact Executive:		Designation:
Primary E-mail*:		Alternate E-mail:
Telephone:		Mobile:
Website:		
Company CEO:		E- mail:
Company Head Marketing:		E- mail:

*Please note that the primary email of the contact executive provided will be our main point of reference for all future correspondence.

STAND BOOKING INFORMATION

Booking Details	Area Booked	Amount (in INR)
Base: Raw Space: ₹17,500 per sqm <input type="checkbox"/>		
Shell Space: ₹18,000 per sqm <input type="checkbox"/>		
Plus: 15% 2-side open / 20% 3-side / 25% 4-side open booth or on the central aisle (if applicable)		
Plus: 15% government service tax		
Grand Total:		
BOOTH FASCIA NAME:		

PAYMENT SCHEDULE

50% at the time of booking and balance 50% before 31st July 2017. The part/full payment is enclosed by Demand Draft/Cheque No. _____ dated _____ for INR. _____ drawn in favour of "Cross Section Media Pvt. Ltd." payable at New Delhi, India

AGREEMENT

We hereby agree that by signing and submitting this Application Form we agree to comply with each of the Terms and Conditions as set out in the attached pages of this Application Form. We represent and warrant that the information provided by us under this Application Form is true and accurate in all respects. We agree and acknowledge that the Organizers, Cross Section Media Pvt. Ltd. shall not in any manner be liable for any sundry charges or other payments other than as set out in the Terms and Conditions and we agree to keep the Organizers indemnified in the manner set out in the Terms and Conditions.
 Privacy Policy: We hereby give our irrevocable consent for the collection, storage, utilization and transfer of any and all personal data provided by us to the Organizers for participation in the Exhibition and such information may be included by the Organizers on any database and maybe used by the Organizer or passed on to its affiliates and to third parties for promotion purposes. This Application Form along with the Terms and Conditions set out herein are a legal binding document. Please sign and return to the Organizer, Cross Section Media Pvt Ltd.

SIGNATURE

Signature:	Company Stamp:
Name:	Company Name:
Title:	Date:

TERMS AND CONDITIONS

EVENT AND ORGANIZER

BITB (Bharat International Tourism Bazaar) is organized by Cross Section Media Pvt. Ltd. ("Organizer") in New Delhi, India. The present dates of the event are 21-23 September, 2017.

RULES AND REGULATIONS

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with these Terms and Conditions, the rules and regulations and the Exhibitor's Manual, copies of which will be available on request.

APPLICATION FOR PARTICIPATION

Applications can only be made by using the official stand application form. By signing the stand application, the Exhibitor recognizes these Terms and Conditions as binding, as well as the rules and regulations contained in the Exhibitor Manual. The Exhibitor is responsible for ensuring that those persons employed by the Exhibitor during the event also comply with the terms of this Contract in every respect.

Receipt of the application form does not imply any subsequent entitlement to participate in the exhibition. The Organizer will confirm its decision to accept an offer with a written confirmation of order. The Organizers reserve the right to accept or refuse any application without giving any reason. Applications received are also subject to remaining available spaces. If the Organizers accept an application for participation otherwise than on the Contract Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organizers, complete and submit an Application Form.

STAND DESIGN

The Basic 9sqm Shell Scheme includes the following

- Walls, fascia panel with company's name and booth no.
- Three exhibitor badges
- One information counter in system
- Three chairs
- Three spot lights
- One power socket
- One wastepaper basket

STAND RENTAL AND LICENSING

Minimum stand size is 9 sqm, except in thematic zones. The prices include, the rent for the exhibition space for the entire duration of the event, the registration fee, a specific number of exhibitor and construction/dismantling passes, the use of all general technical and service facilities in the fair halls like hall lighting, ventilation, air conditioning and cleaning of the aisles. The prices do not include electricity and water utilization on the stand.

The Exhibition Space is licensed to the Exhibitor only on a non-exclusive basis. The Exhibitor is prohibited to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organizers. The Exhibitor shall ensure that any such authorized sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organizers.

Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organizers at least 1 month prior to the commencement of the Exhibition, along with relevant proof, if required.

The Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever without incurring any liability whatsoever. If any premium location charges have been received by the organizers, and should these locations change, due additional charges can be refunded, if required.

In the event that the Organizers change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organizers will provide the Exhibitor with notice of that change as soon as practicable.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless prior written permission has been received from the Organizers. It is recommended that all design proposals be submitted to the Organizers for approval at least one month before the date of the Exhibition.

The Organizers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the rules and regulations set out in the Exhibitors Manual.

ALLOCATION OF STANDS

The Organisers may allocate the Exhibition Space in any manner as they deem fit. The Organizer will endeavour to meet specific requirements for stand locations wherever possible.

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

Exchanging Stands or Transferring them to Third Persons: The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless prior written approval of the Organizer has been obtained.

COST AND PAYMENT TERMS

Bazaar Booth in a cluster: ₹15,000 per sqm, Raw Space: ₹17,500 per sqm and Shell Space: ₹18,000 per sqm plus 15% for two side open/20% for three side open/25% for four side open

booth (if applicable) plus 15% Government service tax or as per prevailing Government rules. Exhibitors are to pay all money remittance charges on top of the invoiced amounts. The timeline for the payment is mentioned in the contract form. Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition. In no circumstances will the exhibitor be permitted to erect or occupy a stand or site if the participation cost has not been paid in full.

CANCELLATION OR WITHDRAWAL ON THE PART OF THE EXHIBITOR

The full stand rental charge shall continue to be payable if the Exhibitor cancels or fails to take part in the Exhibition without due notification of cancellation to the Organizers. If exhibitors withdraw after 1st July, they surrender 20% of the full stand rental; after 10th August, they are liable to pay 50% of the full stand rental, and after 31 August 2017 the full stand rental is payable.

WITHDRAWAL BY THE ORGANIZER

The Organizer is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the Exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;
- c) if the Exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered Exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if the Organizer subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the Exhibitor becomes insolvent.

OFFICIAL GUIDE MAP OF THE EVENT

An Official Guide Map of the Event will be issued; the Organizers do not accept any responsibilities for any omissions, misquotations or other errors, which may occur in the compilation of this guide map.

REGULATIONS GOVERNING HALLS AND INDOOR PLACES

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the exhibition or amounts or may amount to a breach of these Terms and Conditions.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.

It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in its name and on its behalf and as its attorney.

The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.

The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.

The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.

EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official

delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licenses) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organizers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. All exhibits and stand furnishings must be confined to the Exhibition Space. Installations, partition walls installations of electricity and water partition walls, according to requirements, must in all cases be expressly ordered (see Exhibitor Manual).

The Exhibitor shall not store or permit to be stored any hazardous goods in the exhibition space. The Organizer is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of noncompliance, the Organizer is entitled to have recourse to law in removing the exhibits at the Exhibitor's expense.

Advertising literature should be distributed from the Exhibitor's own stand(s) only. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Life Flora and Fauna ("CITES") or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("IUCN") ("Unethical Goods").

The Exhibitor agrees to indemnify and hold harmless the Organizers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of the Exhibition of any Infringing Goods or Prohibited Goods or Unethical Goods by the Exhibitor, or acts by third parties as a consequent thereof.

Direct sale like food, drinks, typical souvenir at the Exhibition is not permitted. Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the Exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations.

Product presentations and events during the trade show may not be so loud as to disturb other exhibitors. In order that exhibitors can conduct meetings and appointments undisturbed, the voice level resulting from presentations on the stand must remain below 60 decibels.

No information material of a political nature may be distributed in the form of posters, information material etc. Moreover, no political statement may be included in the design and decoration of the stands.

Protection of Copyrights and Patents: It is the responsibility of the Exhibitor to ensure that copyrights and other laws governing industrial patents in India are complied with in the exhibit.

It is forbidden to stick posters and other stickers on the wall and the floor outside the hired stand. No animals are admitted to the exhibition grounds.

At such time after the close of the Exhibition as the Organizers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizers in as good and clean order and condition as it was when initially licensed to the Exhibitor.

Any property remaining after the last day designated by the Organizers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organizers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

EXHIBITORS PASSES

Exhibitors receive two badges free for stands of 9 sqm and two for each additional 9 sqm or fraction thereof. Additional exhibitor passes may be purchased, up to 1 extra per 9 sqm, at Rs 4500 per person (this would mean a maximum of 3 per 9 sqm – two free and one on payment). It is not permitted to use the pass to give another person access to the exhibition ground.

LIABILITY

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Organizers recommended that the Exhibitor avail sufficient insurance in relation to their stand at the Exhibition.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives. All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organiser shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor, their Representatives or any other person arising in connection with the Exhibition including, without limitation, any theft, fire, defect in the Exhibition Centre howsoever caused, cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, any types of taxes accrued or imposed by government (including any government agency or department) or regulatory authority to the Exhibitors or

their Representatives, any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from any such event and/or from its booths and its portion of the shell scheme. The Exhibitor and/or their Representatives shall have no financial or other claim against the Organisers.

The Organizers shall not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault. The Exhibitors agree and acknowledge that, notwithstanding anything contained herein or in the Exhibitors Manual, the liability of the Organizers under this Contract or otherwise, under any circumstance whatsoever, shall not exceed the amount paid as rental charge by the Exhibitor to the Organizer at the time of application.

FORCE MAJEURE

Without prejudice to the rights of the Organizers set out in this Contract, the Organizers may at any time, cancel, postpone (indefinitely or otherwise), or make any changes to the Exhibition, without incurring any liability whatsoever to the Exhibitor or otherwise, if in the sole opinion of the Organisers the holding of the Exhibition by the Organisers, the performance by the Organisers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, due to any Force Majeure Event.

For the purpose of this section Force Majeure Event shall mean and include, an act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government authority or regulatory authority against travel, exhibitions and/or public gatherings, or the Exhibition Centre becoming unavailable and/or unfit for occupancy and/or use and any other circumstance, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.

In the event that the Organizer is obliged to shorten or cancel an event that has already begun, as a result of a Force Majeure Event, the Exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

PHOTOGRAPHS AND FILM, VIDEO AND SOUND RECORDINGS

The Organizer is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained.

DATA PROTECTION

The Exhibitor expressly agrees that the Organizer is entitled to collect, store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with Indian data protection laws – as long as necessary to achieve the objectives of the Organizer or its affiliates, or to fulfill any other justifiable needs.

COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of India and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences and the like as may be requisite to its participation in the Exhibition.

GENERAL

The Organizers reserve the right to set off any indebtedness of the Exhibitor to the Organizers against any indebtedness of the Organizers to the Exhibitor in each case on any account whatsoever.

Any changes to the contents of this Contract and ancillary agreements, are only legally binding if they have been confirmed in writing by the Organizers.

No waiver by or on behalf of the Organizers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.

Claims by exhibitors against Cross Section Media expire after 1 month if not precluded by cogent legal regulations. Time is of the essence in relation to these Terms and Conditions.

GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of India and the Exhibitor submits to the jurisdiction of the courts in Delhi for all purposes relating to this Contract or the Exhibition. The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of India.

SUPPLEMENTAL CLAUSES

The Organizers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.

We agree to abide by the Terms, Rules & Regulations as stated above.

Company Seal & Signature: _____

Date: _____

Company Name: _____

Contact Person: Mr / Ms _____