

SPACE APPLICATION CONTRACT



Please enter details or attach business card: If invoice address is different from below, please provide details in 'Notes' section

Company	
Name	Job Title
Address	Tel
Town/City	Fax
Postal Code	E-mail
Country	VAT Number

I WOULD LIKE TO BOOK THE FOLLOWING:

Space Type	Total m ²	Rate per m ²	Total Price
Outdoor Space Includes: space	m ²	€ 222	€
Equipped Space Includes: space, 1 table, 4 upholstered chairs, 1 lockable cupboard, 1 coat rack, 1 waste basket, 1 spot per 3 sqm, 1 plug socket, 220 V, 1kW, WiFi-connection	m ²	€ 300	€
<input type="checkbox"/> INLINE (open to 1 aisle) no surcharge <input type="checkbox"/> CORNER (open to 2 aisles) +10% on space total <input type="checkbox"/> PENINSULAR (open to 3 aisles) +15% on space total <input type="checkbox"/> ISLAND (open to 4 aisles) +20% on space total			€
<input type="checkbox"/> DOUBLE-DECKER (by request only) + 50% of space covered	m ²		€
<input checked="" type="checkbox"/> Registration and Administration Fee (compulsory) Includes: Administration, event guide listing, website listing			€ 950
<input type="checkbox"/> Stand Sharer Fee	No of companies	€ 950 per company	€
Notes <u>Insurance cover</u> , to comply with Contract Terms and Conditions, has been arranged on your behalf, as a "Participating Exhibitor", under the Insurance Policy issued to ITE Group Plc at a cost of €195. By providing satisfactory evidence of adequate alternative Public Liability insurance cover, you will be entitled to a credit in respect of the insurance participation fee. See Terms and Conditions for details	TOTAL		€
Note: VAT will be applied if applicable			

Payment Details:

All payments to be made by bank transfer (net of bank charges) to:
 ITE Eurasian Exhibitions FZ-LLC
 IBAN detail: AE 3302 6000 1025 2455 15504
 International Swift Code: EBILAEAD
 EMIRATES BANK INTERNATIONAL PJSC, Dubai Media City Branch, Dubai, U.A.E.
 quoting your reference and invoice number(s).

Payment Schedule:

- | | |
|---|---|
| 1. 50 % (+100% Registration and Administration fee) due now | € |
| 2. 50 % due by 23 December 2018 | € |

Your deposit payment must be returned upon receiving the INVOICE.

We hereby confirm our participation at **MIOGE 2019** and we confirm that we have been supplied with ITE Terms & Conditions, which form part of this contract. We have read ITE Terms & Conditions and confirm our acceptance of these. The execution of this contract and its receipt by ITE is deemed conclusive evidence of the Applicant's agreement to pay the full fees due. Where more than one exhibitor will share a stand in respect of which this contract is made ("stand sharers"), the Applicant, acting as agent for each stand sharer, shall ensure that each stand sharer is bound by the terms and conditions overleaf. The Applicant shall be liable to pay any additional charges due in respect of any stand sharer.

Exhibiting Company	
Print Name	Authorised Signature
Position	Date/...../20.....

Please return to:
 Hamburg Messe und Congress GmbH
 Mr. Jost Rückert
 Messeplatz 1
 20357 Hamburg
 email: jost.rueckert@hamburg-messe.de
 phone: +49 40 3569 2299
 fax: +49 40 3569 69 2299

W: www.mioge.com

Registered in U.A.E. - 20598

TERMS AND CONDITIONS

A. Operation of this Agreement

The Participant (being the applicant set out in the attached form on the reverse of these terms and conditions together forming the "Event Contract") shall be bound by these terms and conditions, the rules and regulations as set out in the Participant Manual and all other documentation which may be supplied to the Participant from time to time ("Rules and Regulations"). The capitalised terms used in these terms and conditions have the same meaning as set out in the accompanying form. No variation to these terms and conditions or the Rules and Regulations is permitted other than where such variation is made in writing and is signed by an authorised official of ITE Eurasian Exhibitions FZ-LLC ("ITE"). The Participant acts on its own behalf in respect of its participation in the Event. The Participant shall procure that each stand sharer shall undertake to be bound by these terms and conditions and the Rules and Regulations as if they were the Participant. Reference to Participant in these terms and conditions shall be construed accordingly. Participants must notify ITE of any stand sharers within 60 days of the Event. All representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Event Contract are made, given or entered into jointly and severally by the Participant and any stand sharer.

B. Payment

No Participant shall be permitted access to the Event unless he has paid to ITE prior to the Event all of the agreed fees as set out in the Event Contract ("Event Fees") on or by the dates specified therein. If any undisputed sum is not paid by the Participant by its due date, then ITE may charge interest on such sum on a day to day basis from the date payment fell due (or such other date as may be agreed in writing between the parties) to the actual date of payment (both dates inclusive) at the rate of 4 percent per annum over the base lending rate of Barclays Bank plc.

C. Discretion to Refuse Entry

If ITE believes that the Participant and/or its stand sharer(s) will use the Event to advertise or otherwise promote services that ITE deems to be directly or indirectly in competition with ITE then ITE reserves the right, in its absolute discretion, to refuse to allow the Participant and/or its stand sharer(s) to attend the Event. If ITE exercises this discretion then any monies paid to ITE by the Participant under this agreement will be repaid in full.

D. Compliance

In addition to compliance with the Rules and Regulations, at all times during the Event from arrival at the Event venue for installation to leaving the Event venue after dismantling, Participants must comply with the building and health and safety rules, regulations and guidelines and any other applicable laws and regulations of any and all Government, local authority or other regulatory body and any rules and regulations imposed by the Event venue

E. No Assignment or Sub-letting; Space Allocation

Without prejudice to the Participant's opportunity to share a stand in accordance with these terms and conditions, the rights of a Participant under this agreement shall not be assignable to any other person and no Participant may assign or sublet the whole or any part of the space allocated to the Participant. A Participant has no right to occupy any particular space, although its requirements will be taken into account when it comes to allocating space. While every effort is made to ensure that plans, specifications and drawings in ITE's catalogues and literature are accurate, ITE gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. ITE reserves the right at any time and from time to time to make such alterations to the ground plan and Event specifications as may in their opinion be necessary in the best interests of the Event and to alter the shape, size or position of space allotted to the Participant. No alteration to the space allotted will be made in such a way as to impose on the Participant any greater liability for Event Fees than that undertaken in the form.

F. Conduct at the Event

For the duration of the Event Period, Participants agree that they and their employees, agents and stand sharers shall:

- comply with the reasonable instructions of ITE, its employees, agents and sub-contractors and those of the management of the venue, its employees, agents and sub-contractors whilst at the venue;
- not adopt unusual promotional plans without the approval of the Event Committee;
- not obstruct the view of or otherwise interfere with, disrupt or disturb adjacent stands or events in any way (including without limitation by the arrangement or operation of sound, lighting, film, demonstration or other equipment);
- if music is used (within the terms of this Event Contract), be responsible for obtaining necessary permission from the relevant licensing authorities (or their successors or replacement from time to time);
- keep gangways and walkways adjacent to its stand free of all obstruction;
- not engage in any promotional activities (including without limitation any raffles prize draws or competitions) that require members or guests to be present at a specified location and time;
- not operate in any manner that is or may be objectionable to other Participants and/or to ITE;
- not distribute or supply any material or product which may be considered by ITE to be defamatory or offensive or which infringes or may infringe the intellectual property or other proprietary rights of ITE or any third party;
- not cause or permit any damage to the venue premises or the stand and in particular shall attach no nails, screws or similar items thereto;
- not overload electrical circuits;
- ensure that its stand and immediate surrounding area is at all times kept free of litter. Empty cases and packaging belonging to the Participant may not be stored on the Participant's stands or at the venue and shall be removed from the venue by the participant or disposed of;
- not at any time do or say anything, or be associated with anything, any party or any statement, which is, or which is widely reported as being, or which may be considered by ITE to be detrimental or prejudicial to or to adversely affect the name, image, reputation or business of ITE or the Event be likely to or bring ITE into disrepute;
- ensure that at least one person is always in attendance at the Participant's stand whenever the Event is open to the public and not remove their stand from the Event prior to the end of the Event;
- be responsible for the cost of making good, restoring or renewing any case of serious dilapidation to any part of the venue for which the Participant, its employees, agents or sub-contractors are responsible to such a standard as they were in at the start of the Event (to include, but not limited to: marks caused by paint, bolt, screw or nail holes and any damage to carpet tiles). ITE will inspect every site before erection and after dismantling of the stands. In their own interests Participants should satisfy themselves as to the condition of sites both before erection and after clearance of stands.

In any event, the Participant hereby agrees to abide by and to ensure that its employees, agents and stand sharers will abide by the Rules and Regulations of the Event provided to the Participant. The Participant will be provided with a copy of the Rules and Regulations at or prior to the Event. The Event opening hours and hours during which Participants have access to the Event venue shall be determined solely by the Event Committee. Admission maybe by ticket or identification badge. Identification badges are non transferable and can't be shared between individuals in any circumstances (including by individuals within the same organisation). Each Participant must register for the Event and pay the corresponding registration fee. Photographic ID may be required during the registration process for validation. The decision of ITE as to any matter of conduct referred to above and generally in relation to the Event shall be final and binding upon the Participant and if the Participant or any of its employees, agents or stand sharers shall fail to comply with this Event Contract or the request of ITE or any person authorised by it on its behalf ITE may take whatever steps it deems appropriate to enforce compliance without prejudice to any other right or remedy that may be available to it including without limitation instant termination of the Event Contract between ITE and the Participant relating to the Event or refuse the Participant and/or such employee, agent or stand sharer entrance to the Event or require such person(s) to remove themselves from the Event. In such circumstances, Participant acknowledges that no refund of any monies paid to ITE in connection with this Event Contract will be refunded to Participant and such monies will remain the property of ITE.

G. Catalogue

None of ITE, its subsidiaries, employees, agents, sponsors or the Event Committee or the publisher of the Event catalogue will be liable for any errors or omissions in any data or other materials submitted by or on behalf of the Participant or any third party. All data and materials submitted by or on behalf of the Participant shall be the sole responsibility of the Participant.

H. Insurance

The Participant, or its stand sharer, must at all times maintain proper and appropriate public/products liability insurance with a minimum cover of GBP 2,000,000 with a reputable insurer for any loss or damage incurred by the Participant or any third party in connection with the Event. The Participant shall produce evidence of this insurance cover if so requested by ITE.

I. Insurance Participation Fee

It is a condition of this contract that Exhibitors arrange adequate insurance to protect themselves and others attending the show. The minimum limits expected are advised below. Unless specifically exempted within the application form, to provide you with this level of cover ITE Group Plc have arranged for Exhibitors to be covered under their insurance policy for a participation fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued with your deposit invoice. Standard limits are:

Exhibitor Expenses – GBP 20,000

Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.

Exhibitor Property – GBP 20,000

Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.

Exhibitor Liability – GBP 2,000,000 any one occurrence

Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue.

J. Cancellation; Postponement; Change of Venue

Should a Participant wish to cancel its participation in the Event it must give notice in writing by email or post to ITE, such notice shall not be deemed to be given until you have received confirmation of receipt of your notice of cancellation from ITE as set out below. If such notice is given:

- prior to the Final Payment Date, then ITE will be entitled to retain the entire Deposit or receive the balance of the Deposit should any monies remain owing; or
 - at any time on or after the Final Payment Date, then ITE will be entitled to retain the entire Event Fee in full or receive the balance of the entire Event Fee in full which has not already been paid
- Save as set out above, the Participant will remain liable for the Event Fee in full whether or not the Participant actually participates in the event. ITE reserves the right to cancel any Participant's booking and should it do so its sole liability shall be to refund all monies paid by that Participant. In no circumstances shall ITE be liable for any loss (including indirect or consequential loss) or damage suffered by the Participant resulting from such cancellation howsoever the same may be caused. ITE may at any time, at its sole discretion, cancel, postpone or move the Event to another venue. ITE will notify the Participant as soon as possible if the Event is cancelled, postponed or moved to another venue. Except where such cancellation is due to a Force Majeure Event (see below), if the Event is cancelled, ITE will reply to the Participant (without interest) any Fees paid by the Participant to ITE and the booking will be cancelled. If the Event is postponed or moved to another venue, this Event Contract will remain in force for the new dates and venue provided that the new dates and/or venue are in the reasonable opinion of ITE appropriate for the Event. For contracts entered into on-site at the event preceding the event to which this contract relates, there is a 30 day cooling off period within which period this contract can be cancelled without penalty by giving written notice to ITE.

K. Force Majeure

None of ITE, its subsidiaries, employees, agents, sponsors or the Event Committee (its "Connected Persons") shall be liable for any loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts, shortage of labour, default or failure of suppliers, government action, intervention, law or regulation, military activity, act of God, fire, flood or any other circumstances beyond ITE's reasonable control which shall make it impossible or inadvisable for the Event to be held at all or at the scheduled time and place, and ITE reserves the right (but is not obliged) to re-schedule the Event at another date and/or at any alternative venue. The Participant acknowledges that ITE will have sustained damage and loss as a result of the foregoing and hereby waives all claims for damages or compensation in respect of any act or omission of ITE or any of its Connected Persons as a result of any of the foregoing. In the event of force majeure, no refunds will be made and the monies paid to ITE as Event Fees or otherwise in connection with the Event shall remain the property of ITE.

L. Passport & Visa

ITE or its Connected Persons shall not be responsible for assisting the Participant with obtaining a passport or a visa for entrance into the country where the Event is to be held. Should a Participant fail to obtain these documents any monies payable in accordance with the Event Contract shall remain owing in full.

M. Exclusion and Limitation of Liability - **IMPORTANT**

Neither ITE nor its Connected Persons shall be liable to the Participant whether in contract, tort (including negligence) or otherwise for indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits or loss of wasted expenditure.

Neither ITE nor its Connected Persons shall be liable for any loss or destruction of or damage to any property brought to the Premises by the Participant, its employees, agents, sub-contractors, stand sharers or invitees no matter what the cause (including but not limited to negligence by ITE or its Connected Persons) whether or not security is present at the Event.

None of ITE or its Connected Persons shall in any circumstances be held liable for any loss or damage incurred by the Participant, its employees, agents or stand sharers not arising as a direct result of the wilful or negligent acts or omissions of ITE or its Connected Persons including, but not limited to those losses or damages arising as a result of:

- the actions or omissions of freight shipment (transport, handling and clearing) contractors; or
- any errors or omissions on copy prepared and submitted by a third party in connection with the Event; or
- any conflicts or misinterpretations arising with the host country, the Event's sponsors, agents or other bodies regarding any and all aspects of the Event which may affect the Participant.

ITE's total liability to the Participant in respect of all losses arising in connection with the Event whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of (a) the amounts paid by Participant to ITE or (b) £5,000. Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict any party's liability for (a) fraudulent misrepresentations or (b) death or personal injury resulting from the negligence of that party or its employees, agents or subcontractors while acting in the course of their employment.

N. Participants Indemnity - **IMPORTANT**

The Participant shall indemnify and keep indemnified and hold harmless ITE and its Connected Persons from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), arising out of the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Participant's products or services. For the avoidance of doubt, any approval by ITE of any use of any Event name or logo on the Participant's products or other materials supplied by the Participant relates only to the use of the Event name or logo and does not amount to approval of any of the Participant's Products or materials and shall not in any way affect this indemnity.

The Participant shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Event venue) arising in connection with the Participant's exhibit or stand and anything permitted, omitted or done thereon or therefrom during the Event or in the construction and dismantling provided that this results from the direct or indirect act or omission of the Participant or any employee, agent, sub-contractors or invitee of the Participant or any other person present on the Participant's stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Participant or any employee, agent, sub-contractor or invitee of the Participant or any other person present on the Participant's stand. The Participant shall indemnify and keep indemnified and hold harmless ITE and its Connected Persons in respect of all losses (including consequential losses), damage, costs (including all reasonable legal costs), claims, actions, proceedings, demands and expenses in respect thereof.

General

The Participant expressly acknowledges that no representations, guarantees or assurances - whether oral or in writing - have been made or are to be implied or considered collateral to these terms and conditions (including, in particular but without limitation any statements relating to the potential business which may be generated by the Event). This Event Contract constitutes the entire agreement and understanding of the parties relating to the subject matter of this Event Contract and supercedes any previous agreement or understanding between the parties in relation to such subject matter. If any provision of this Event Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Event Contract which shall remain in full force and effect. The validity, construction and performance of this Event Contract (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to English Law. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this Event Contract or its enforceability or the legal relationships established by this Event Contract (including non-contractual disputes or claims)

P. Photographs and Recordings

The Participant agrees (and shall procure the agreement of all relevant persons) that its personnel present at the Event and any trade marks, logos or company names displayed at the Event, may be photographed, filmed or sound recorded by ITE or its Connected Persons for promotional purposes, and irrevocably grants ITE permission to use such images and recordings for any commercial or non-commercial purpose, in any media, globally and at any time, including in printed publications, presentations, promotional materials, advertisements and websites. The Participant agrees that ITE may edit the images and recordings as it deems appropriate and confirms it does not object to ITE storing copies for the above purpose or transferring them globally. The Participant confirms and warrants it is entitled to make the grant of rights set out on behalf of itself, its personnel and shall obtain an identical grant of rights from its invitees to ITE as set out above. ITE shall not be liable to the Participant, its personnel or the invitees if the Participant fails to obtain such grant of rights. The Participant shall indemnify and hold harmless ITE and its Connected Persons from and against any and all losses (including consequential losses), damage, costs (including all reasonable legal costs), claims, actions, proceedings, demands and expenses suffered as a consequence of the Participant failing to obtain the grant of such rights (including without limitation in relation to any claim by any of its personnel or invitees made against ITE). Participants, its personnel or invitees with any queries regarding the use of photographs or recordings, or specific requests in relation to the same, should contact ITE.

Q. Your Details

ITE may forward your details to third parties who play an important role in the effective organisation and promotion of the Event, such as media partners; official freight forwarders; official stand builders; agents; event sponsors and affiliate companies. If you do not wish us to forward your details to these carefully selected companies, please tick this box ☐

R. Application

The application by the Participant for Event space and the agreement of ITE to such application shall constitute, in consideration of ITE's acceptance of the application, full and final settlement of any claim, demand, invoice, cause of action, pending or threatened action not identified in writing at the present time which the Participant or any of its subsidiaries or parents has or may have against ITE or any of its subsidiaries or parents arising out of or in connection with or relating to any previous agreement between the parties for the provision of Event space or otherwise arising out of the business relationship between the parties.

IMPORTANT: Please sign and date below and return to ITE together with your Space Application Contract.

I hereby confirm that I have received and agree to comply by the terms and conditions set out above:

Signed:

Print Name:

ITE Eurasian Exhibitions FZ-LLC

Al Shatha Tower 26th floor , Office 2613 , Sheikh Zayed Road, Media City , Dubai, UAE

T: +971 (0) 44 572926

E-mail: enquiry@ite-eurasian.com

W: www.mioege.com

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