

# The 11<sup>th</sup> International Building and Construction Exhibition

# LIBYA BUILD 2019





# **Exhibitor Space Application & Contract Form**

Company Information	nn .				
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Company Name					
Address					
Zip/Postal Code					
Telephone		Fa	ЭХ		
E-mail		W	ebsite		
Contact Person			osition		
Type of Space Required					
Type of Space	Space Cost	Minimum Space	Space Required	Amount	
Shell Scheme	€ 340 / sqm	12 sqm			
Space Only	€ 300 / sqm	18 sqm			
Outdoor	€ 100 / sqm	50 sqm			
Total €					
Type of Participant work and Product Category					
Agent /distributor/ Supplier Manufacturing Implementation / Consultant / Services					
Air Conditioning and Refrigeration  Building and Construction  Doors, Windows and External Cladding.  Flooring & Interior Cladding  Lifts & Mechanical systems  Paints Waterproofing, Insulations & Chemistry.  Water Technology & Sanitation		Cons Engi Mac Pow mistry. Alari	Bathroom, Sanitary Wares & Ceramic Construction Tools & applications Engineering Consulting Machinery & Heavy Equipment Power & Electrical Systems Alarm, surveillance and fire fighting systems Other		
Brand Names (If Any)					
For Fascia					
Company Name (English)					
Optional Company Name (Arabic)					

# TERMS AND CONDITIONS FOR EXHIBITORS

# **Participation Terms & Conditions**

- The exhibitor shall not be considered as an approved participant in the exhibition except after payment of participation fees in full upon the signing of the contract by a certified bank transfer to the organiser's designated account or in cash.
- Upon approval of your booking, we will issue an invoice.
- To confirm your booking officially, payment of participation fees should reach us within 15 days of our sending out the invoice.

# **Cancellation Policy**

- cancellation (prior 75 days of the opening of the exhibition) 10% of the participation fees received will be non-refundable as it will be deducted by way of administrative expenses.
- In case you cancel your participation after that time (within 75 days of the opening of the exhibition); the entire full payment will be forfeited.
- In case the organiser cancel the exhibition for any reason whatsoever, the participation fees paid shall be fully refunded to the exhibitor except only in case of force majeure, when 10% of the participation fees received will be retained by the organiser by way of reimbursement for administrative expenses.

# **General Information**

- The organiser shall provide guarding services during the exhibition period on an all round 24 hour basis, except during the periods of visits, but with the exclusion of the external areas of the exhibition venue where the responsibility of guarding falls upon the exhibitors.
- The organiser shall deliver the stands to the exhibitor 5 days prior to the exhibition opening.
- The organiser shall provide normal daily cleaning services for the shell scheme stands and corridors leading to them.
- The exhibitor shall respect the dates and times established by the organiser for receiving visitors at the exhibition venue. The exhibitor holds the organiser harmless in respect of any consequences, including any liability, that may arise in the event that the exhibitor were to default in abiding by such dates and times as may be announced.
- Exhibitors desirous to distribute advertising materials shall obtain a prior permission from the organiser
- Exhibitors do not have the right to advertise or distribute promotional material outside their stands within the exhibition venue, or in the parameters of the exhibition venue, except after due coordination with and approval by the organiser.

# **Concerning Exhibiting Goods**

 Goods and samples shipped or forwarded from abroad for the purpose of exhibiting them in the fair should be subject to customs procedures regarding temporary exportation where they should be re-exported to the country of origin or to complete the procedures of the final importation within 30 days from their arrival.

- A certificate of participation will be given and addressed to the customs authorities, with the name of the exhibitor only.
- The organiser recommends that exhibitors deal with the customs clearance agencies approved by the organiser for facilitating procedures to the exposurves.
- Exhibitors shall enter and exit the exhibited goods during official working hours from 9 a.m up to 9 p.m and in isolation they should accept the responsibility of any delay in their entry and exit in undefined times.
- A list of the exhibiting goods has to be delivered at the exhibition venue gates. The last deadline for entering the goods before the opening of the exhibition is within 48 hours, in order to finalise all cleaning & equipment work prior to the show.
- The exhibitor may seek assistance of services from companies contracted by the organiser regarding handling of the exhibited goods after direct agreement with them on the applicable fees.
- The exhibitors should cooperate by bringing the goods and needs required for their exhibits only, due to non-availability of large areas for storage.
- Exhibitors should complete taking out all their exhibited goods and materials used by them in preparing their stand from the exhibition ground within 48 hours from the end of the exhibition.

# **Decoration and Technical Aspects**

- The organizer shall contract with companies preparing standard decoration for these interior design and there should be an interested list showing the names of companies in the exhibition website, in addition to their addresses. Companies are accredited by the organizers for satisfying the needs of the exhibition and provide services of excellent quality.
- The exhibitors carrying out their own decoration should present their design, showing all dimensions to the organizers for approval not later than 45 days from the opening of the exhibition.
- The organizer has the right to hold a meeting with the companies executing the special decoration in coordination with the exhibitors in order to discuss the design and their approval.
- Special decorations which are not approved by the organizer are not allowed to be recommencement and accordingly the organizer should entrust a decoration company for executing a shell scheme stand and invoice must be referred to the exhibitor for payment.
- The normal height of the custom build stand should be (3m). Exhibitors using special decoration may increase the height in such a manner as to fit the interior height of the hall, after approval of the organizer.
- In the outdoor areas, it's not allowed to erect partitions where the height exceed (1m) except for spaces made for the purpose of using them as offices, meeting rooms or storage within a limit of 10% from the area and with a height not exceeding (3m).

- As for space only, the exhibitor is not allowed to close any
  of the sides in the middle area (of open sides) except for
  the only purpose of establishing a meeting room or a store.
- Exhibitors with indoor space only stands will have to pay a 100€ & 200€ to the outdoor space in order to supply them with an electric cable (source) to his/her stand.
- Exhibiting companies must pay an amount of 2000€ for the organizer as a guarantee (collateral) of any expenses specialised on cleanliness or neglect, upon committing with the above condition payment will be retrieved.
- Exhibiting companies executing special decoration will receive their space from the organizer 10 days prior opening.
- Exhibiting companies executing special decoration must complete the implementation of their custom build stands 48 hours before the opening, otherwise an amount of €3 will be deducted for each sqm per hour from the collateral paid.
- In case of causing damages in the site by the exhibitor should undertake to correct or it will be deducted from the paid collateral.
- All indoor, outdoor & custom build stands contracted with the exhibition official contractor will be exempt from the collateral payment & the fees of electricity mentioned above.
- The exhibitor executing special decoration is not permitted to set up a temporary workshop for carrying out decoration of its own stand inside the fair and should have the right only to assemble the stand units, finishing and electrical works.
- The working hours inside the exhibition during preparations period should be from (9:00 am) to (9:00 pm).

# **Technical Conditions**

- It is not allowed to establish concrete constructional works.
- It should be observed not to close the inlet and outlet of air conditioning systems.
- Not to hang on roofs or fix on walls and floors.
- The exhibitor must prevent the binding of the sources and power grid connections except with the express approval of the organiser.
- To cooperate by carrying out daily cleaning of the waste from preparations and to keep regular supervision on technicians and workers.
- To cover the working area by a soft cover including the surrounding corridors in order to protect the work environment from the waste and debris execution.
- The exhibitor is prohibited from using corridors or adjacent spaces in the operation or temporary storage or finishing

### **Safety Conditions**

- The exhibitor is always advised to use recycling and recycled materials.
- It is prohibited to use any inflammable materials or equipment without prior treatment with the necessary materials; in addition it is also forbidden to use fire in execution.
- The use of loudspeakers is prohibited inside or outside the halls or any other means that may cause noise or annoyance.
- It is utterly prohibited to exhibit or keep hazardous chemical

agents or flammable materials that may result fire or originating risks along with the necessary of abiding by the safety conditions upon dealing with such materials.

# **EXHIBITION RULES**

#### **Definitions and Interpretation**

**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 which incorporates these terms and condition and the exhibition manual.

**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

**EXHIBITION VENUE** means the location and facilities of any nature where the exhibition is being held.

**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 of El-Sheikh St, Alnofliyen, its employees or agents

**TERMS AND 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 internet listing.

YOU means the exhibitor, and "your" shall be construed accordingly

WE means the organiser, and "us" and "our" shall be construed accordingly.

# **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.

#### Rights of the Organizer and Landlord

The organizer and the landlord and such persons as may be respectively authorized 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 willful damage or gross negligence, no compensation will be payable to an exhibitor for damage, loss or inconvenience so caused.

The organizer 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.

# **Privacy 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 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.

Insurance

Whilst the organiser takes every precaution to protect the exhibitor's property during the exhibition, the organiser will not be responsible for any loss or damage to property or injury to persons caused by the exhibitor's installations, and the exhibitor shall take out appropriate public liability insurance to cover such risk. A copy of the relevant certificate of insurance cover is to be delivered to the organiser prior to the opening of the exhibition. Failure to do so may result in the exclusion of the exhibitor from the exhibition.

#### **Instructions and 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.

#### **Dispute Resolution**

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.

#### Waiver

Failure by either party to exercise or enforce any right or benefit conferred by the contract, including these terms and conditions, will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or any other right or benefit on any later occasion.

#### **Assignment**

The organiser shall be entitled to assign any of its rights and/or obligations under the contract, including these terms and conditions.

The exhibitor shall not be entitled to assign any of its rights and/or obligations under the contract, including these terms and conditions, nor shall the exhibitor have the right to sublet, make over or part with his stand or site or any portion of it, unless with the express written consent of the organiser.

#### Severability

If it is held by a competent court that any of these terms and conditions are invalid or unenforceable, for any reason whatsoever, this shall not preclude the remaining provisions of these terms and conditions from continuing to apply.

#### **Third Parties**

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.

#### **Amendments and Variations**

After the contract has been made, these terms and conditions cannot be amended or varied in any respect unless agreement in writing is reached between the exhibitor and the organiser.

#### **Compliance with Laws**

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.

#### **Governing Law and Jurisdiction**

The contract, including these terms and conditions, shall be governed by and construed in all aspects in accordance with the laws of Libya, and the parties hereby submit to the exclusive jurisdiction of the courts of Libya for the determination of any dispute as may arise between them as to the construction of the contract, including these terms and/or the rights, obligations and liabilities of either party hereunder.

Exhibitor Confirmation	Booking Confirmation	
We here by accept all terms & conditions of contract herein without any reservation or restriction and that we relinquish any claims what so ever against the organizer.	FILLED BY THE ORGANIZER ONLY	
Name	Name	
Position	Position	
Date	Date	
Authorized Signature	Authorized Signature	
Company Stamp	Company Stamp	

