

## Exhibition Rules & Regulations

- “Organizers” - **AITKEN SPENCE TRAVELS (PVT) LTD**
- “Exhibition” - **Medicare 2019**
- “Conditions” - means these Terms of Application and Exhibition Rules and Regulations, as amended from time to time by the Organizers.
- “Exhibitor” - Any natural person, corporate or incorporate body (whether or not having separate legal personality) including sole proprietorship, partnership or limited liability company applying to exhibit at the exhibition or as the case may be, whose application to exhibit at the exhibition has been accepted by the Organizers.
- “Exhibition Venue”- **Colombo - Sirimavo Bandaranaike Memorial International Exhibition Centre (BMICH)**, Baudhaloka Mw, Colombo 07, Sri Lanka.
- “Exhibition Venue” - **Jaffna - Veerasingam Hall**, No. 12, K.K.S.Road, Jaffna.

### 1. Application Form

- 1.1. The exhibitor acknowledges that by signing the application form it has agreed and undertaken to comply with all its obligations under the regulations and any other additional rules and regulations prescribed by the organizer
- 1.2. The organizer has the sole and absolute discretion to accept or reject, without giving any reason or explanation, the applicant's application to exhibit at the exhibition
- 1.3. Where the applicant / exhibitor is a business entity or a corporation, the organizer may at any time require the applicant / exhibitor to produce copies or certified copies of the applicants / exhibitors certificate of incorporation, business registration certificate and or any other company registration documents

### 2. Participation fee and payments

- 2.1 The applicant will pay the participation fee in the following manner
  - a) 100% non-refundable payment to be made of the participation fee at the time of submission of the application form
- 2.2 Payment will be non-refundable except
  - a) When the organizer has rejected the applicants application to exhibit at the exhibition, the organizer will refund in full but without interest that part of the participation fee paid by the applicant; or
  - b) When the organizer has cancelled or materially reduced or shortened the exhibition. The organizer may in its sole and absolute discretion refund without interest such amount if any, of the participation fee as the organizer thinks appropriate. Any refund will be made within three months after the applicant / exhibitor having been notified in writing that its application has been rejected or the exhibition is cancelled or materially reduced or shortened as the case may be

### 3. Stall Allocation

- 3.1 Stall allocation must be on first come first served basis. The organizer has the sole and absolute discretion in allotting and specifying the location and position of the stand and reserved the right to re-allot and re-specify another stand different to the one originally allotted to the exhibitor at any time prior to the commencement of the exhibition period. The exhibitor does not have a right to object to such allocation and specification
- 3.2 The exhibitor cannot use a name on the stand that is different from the one specified on the application form without the prior written approval of the organizer
- 3.3 The right to use the stand allocated is personal to the exhibitor and cannot be transferred, assigned, sub-contracted or other wise shared with any third party
- 3.4 Consumable food items could not be sold at the exhibition venue without prior written approval from the organizer. Organizer has right to remove the exhibitors who violates the rule.

### 4. Construction of the stand and related work

- 4.1 The Organizer will issue to the exhibitor a move-out permit which will specify the time period during which the exhibitor can move out its products, materials, exhibits, items or things from the stand and the exhibition venue.
- 4.2 The stand will be provided by the organizers official contractors and is of standard

design. No variation of the fascia board, lettering, fittings, structure or any integral part of the stand organizer will issue to the exhibitor a move-out permit which will specify the time period during which the exhibitor can move out its products, materials, exhibits, items or things from the stand and the exhibition venue.

- 4.3 The exhibitor must remove all products, goods, materials, items or things of the exhibitor or its associates from the BMICH exhibition center (Colombo) **before 6.00 a.m. on 04<sup>th</sup> March 2019 or within such other time as specified by the organizer.** And also exhibitor requires to remove all the products from the **Veerasingam Hall (Jaffna) before 5.00pm on 18<sup>th</sup> March 2019.** Any such products, goods materials, items or things which are not removed from the exhibition venue by the specified time will be deemed abandoned and will be removed and disposed of by the organizer at the exhibitors expense. The organizer will not incur any liability for any loss, damage or expense whatsoever suffered by the exhibitor and or its associates as a consequence thereof.
- 4.4 Any exhibit, display or demonstration that generates noise shall not at any time cause distress to others. In no case must the noise level reach above 50 dB. Should the noise be unavoidable then suitable protection is to be provided. The Organizers reserve the right to remove the source of the noise.
- 4.5 Stands and exhibits shall not exceed the maximum floor loading limit of 1200kg/sq.m (250lb/Sq.ft)
- 4.6 The exhibitor may not :-
  - add any fitting or display to the shell of the stand
  - use any tapes, nails or other fixing mechanisms on the partitions, floor or ceiling of the stand
  - display any free standing fitting or display (including, without limitation, any names, signs, spotlights, banners, advertising material or logos) that **exceeds a height of 2.4 meters** (Shell scheme exhibitors) and 5 meters (Space only exhibitors) or which extends beyond the boundaries of the stand;
  - suspend anything from the ceiling of the exhibition venue nor fix anything to the floor, walls or any other part of the exhibition venue,
  - install or alter any electrical equipment, or use any electrical socket for more than one electrical appliance, and
  - Spray paint, weld, use electrical saws, or conduct any other similar construction activity within the exhibition venue.
  - The exhibitor shall be liable to the organizer for any damage caused by the exhibitor, contractors, agents or associates to any part of the stand
- 4.7 The transportation, assembly, dismantling and removal of the custom-built stands shall be the sole responsibility of the exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in the regulations or as otherwise specified by the organizer
- 4.8 Work of any kind carried out by the exhibitor at the exhibition venue must conform to all applicable statutes, rules and regulations applicable to the exhibition venue and also those specified by the organizer. The organizer reserves the right to stop any work which contravenes any of such statutes, rules and regulations and the exhibitor shall have no claim against the organizer or its agents for any other losses or damages.
- 4.9 Work of any kind carried out by the exhibitor or its associates at the exhibition venue including the decoration of the stand must be fully completed within the time limits specified by the organizer and in any case by 9.30 a.m. on the day proceeding the commencement of the exhibition period. The organizer reserves the right to assemble, install or decorate, at the exhibitors expense, any work which differs from the approved specifications or any stand of replacing the stand to conform to the organizer's specifications or for any other losses or damages.
- 4.10 All repairs or alterations to the stand or displays may only be carried out by the exhibitor during the time that the exhibition is closed from the public and with the prior approval of the organizer or its agent.

### Space Only Exhibitors

- 4.11 SPACE ONLY Exhibitors receive only bare space along with a 15 Amp 230V power supply in their stand rental. All stand building options must be supplied by the exhibitor themselves including cabling, wiring, carpets, furniture, electrics, walling etc.

4.12 It is the responsibility of the exhibitor who has chosen the SPACE ONLY option to identify requirements for building and construction of the stand. The organizers do not supply stand fitting with this option.

#### **5. Electricity**

- 5.1 All electrical works and fittings must be done at Exhibitor's own expense. Such electrical work and fitting shall be performed by a contractor appointed by the Organizer. Before any electrical work is carried out, design plans or proposals for electrical installation must be submitted to the Organizer for approval no later than two (2) weeks before the commencement of the exhibition period. The organizer may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at their absolute discretion.
- 5.2 All electrical works, fittings and wiring must be conducted and installed in compliance with these exhibition rules and regulations, the rules and regulations of the exhibition venue and any other laws and regulations which are in effect in connection with the exhibition.
- 5.3 Only electricity can be used as a source of light or power in the Exhibition Venue.
- 5.4 Electric current will be supplied in 240-volt, single phase. Electric current of a higher voltage, three phase may only be used with the prior written approval of the organizer.
- 5.5 The exhibitor must obtain all electricity supply, whether from the main supply, batteries or generators, from the official contractor appointed by the organizer.

#### **6. Exhibition Venue**

- 6.1 The BMICH exhibition center (Colombo) is given security by Sri Lanka Police Department and exhibitors should follow the rules and regulations given by them. Venue is considered a high security area. BMICH police has all right to decide allowing vehicle in to the site at any moment.
- 6.2 The Veerasingam Hall (Jaffna) will be sealed by the venue in charge officers with the presence of organizer and the key will be handed over to the venue in charge officers at the end of the event.
- 6.3 Any damage to exhibition premises will be charged from the exhibitor.

#### **7. Security**

- 7.1 The security service will be provided by the organizer during exhibition period to the exhibition venues.
- 7.2 24 hour security will be provided by Sri Lanka Police Department to the BMICH premises. Apart from that the organizer will be providing security during the exhibition time period.
- 7.3 To prevent theft / damage to goods, at least one representative should be present at the time of opening and closing of the event. Outside stall holders should have their own security arrangements and to be informed the organizers.

#### **8. Removal of the stand or products (dismantling of stall)**

- 8.1 The organizer will provide the exhibitor with four exhibitor badges for use by the personnel, agents or representatives of the exhibitor. The exhibitor may in writing request additional exhibitor badges and the organizer may provide such additional exhibitor badges if it considers necessary
- 8.2 The exhibitor must provide the organizer with full particulars of all those personnel, agents or representatives of the exhibitor who will provide the exhibitor badges before the badges will be issued. The exhibitor shall procure such personnel :-
  - display their exhibitor badges conspicuously whilst in the exhibition venue
  - do not pass or transfer their exhibitor badges to any other person
  - return the exhibitor badges to the organizer at the end of the exhibition period, or upon demand by the organizer
  - comply with all obligations imposed on the exhibitor whether by the regulations or otherwise and
  - comply with all obligations or requests imposed on such personnel by the organizer or its agents
- 8.3 The exhibitor vehicle pass will be issued by the organizer or the management of the exhibition venue. Only vehicles with such vehicle pass will be permitted to enter into the loading dock at the exhibition venue.

#### **9. Liability, rights and insurance**

- 9.1 The organizer, its agents, representatives, contractors or employees shall not be liable in any way whatsoever in respect of any loss, injury or other damages (other than death or personal injury caused by the negligence of the organizer or its employees) suffered by or caused to the exhibitor or its associates or the products or other property of the exhibitor, its associates or its visitors
- 9.2 The organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the exhibition

- 9.3 The exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the organizer, its agents, representatives and employees on demand from and against all liabilities, actions, proceedings, claims, damages, costs and expenses they may suffer or incur by reason however in relation to any agreement with the exhibitor or its associates or any breach of the regulations by the exhibitor or its associates
- 9.4 The exhibitor shall be responsible for effecting insurance which shall include, but not be limited to its displays exhibits and the stand against loss or damage by theft, fire, public (including occupier liability) and any other natural causes, and shall produce such policy of insurance to the organizer upon request
- 9.5 The exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed by the regulations as well as possible legal liability for negligence and shall produce such policy of insurance to the organizer upon request. The exhibitor is fully liable for any loss or damage caused by an act or omission of the exhibitor and or its associates to any property of the exhibition or its associates to any property of the exhibition venue, the other exhibitors, the organizer or the visitors to the exhibition
- 9.6 All products materials items or things of the exhibitor or his associates are brought to and removed from the exhibition from the exhibition venue at the sole risk of the exhibitor and should be safeguarded by the exhibitor at all times
- 9.7 The exhibitor acknowledges and agrees that its participation in the exhibition is solely at the exhibitors own risk
- 9.8 The organizer reserves the right to exercise a general lien over any property the exhibitor has in the exhibition venue in respect of all monies due to the organizer (including claims for damages) howsoever in connection with the exhibition.
- 9.9 The exhibitor must comply with all relevant health and safety legislation and ensure that all its associates are aware of their duties and responsibilities. Any plant or systems of work which may be used must be safe and without risks to health.

#### **10. Intellectual Property**

- 10.1 The exhibitor hereby represents and warrants to the organizer that the products do not infringe or breach in any way any right (including, but not limited to intellectual property rights) of any person or entity and does not constitute a contravention of any applicable rule or law whether in the country of the exhibition venue or any other country

#### **11. Termination of Right to Exhibitors**

- 11.1 The organizer shall have the right to terminate at any time without notice the right of the exhibitor to exhibit in the exhibition and to immediately take possession of the stand at the exhibition expense in any of the following circumstances
- 11.2 If the exhibitor or any of its associates commits a breach (whether capable of remedy or not) of any of the regulations or any additional rules and regulations prescribed by the organizer.
- 11.3 If the exhibitor being a body corporate enters into liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or
- 11.4 If the exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt or
- 11.5 If the exhibitor conducts any activity which in the sole opinion of the organizer does not conform to the nature and purpose of the exhibition or interferes with the rights of other exhibitors
- 11.6 The exhibitor shall have no claim for refund of the participation fee (or any part thereof) or any other claim against the organizer in the event that its right to exhibit in the exhibition is terminated.

#### **12. Cancellation of Exhibition**

- 12.1 The organizer reserves the right to change the plan, site character or the exhibition venue at any time. The organizer may in its sole and absolute discretion make proportional allowance for the space allocated to the exhibitor.
- 12.2 Notwithstanding anything contained in the Regulations or any other documents or agreements between the Exhibitor and the Organizer, the Organizer reserves the right to cancel, alter in character or reduce in scale the exhibition, or to shorten or extend the exhibition period in its sole and absolute discretion at any time for whatsoever reason provided always that the organizer may in its sole and absolute discretion refund without interest such amount, if any, of the participation fee as the organizer thinks appropriate.

#### **13. Governing Law**

- 13.1 These conditions shall be governed by and construed in all aspects in accordance with the laws of Sri Lanka.

\*\*\*\*