

Contract for Booth Space

This is a contract for Booth Space with Learning & Teaching Expo 2016. I confirm that I have read, understood and fully agree with the Exhibition Terms and Conditions and have retained a duplicate copy for our own reference.

To be checked by Exhibitor

Full Company Name	
Fascia Name	
Address	
Contact Name	Title
Email	Tel
Website	Fax
Additional Contact	
Email	Tel

Major Services / Solutions (Please tick all applicable)

<input type="checkbox"/> Early Childhood	<input type="checkbox"/> Online/e-Learning Resources	<input type="checkbox"/> Books and Teaching materials (non-technology)
<input type="checkbox"/> SEN	<input type="checkbox"/> Professional Training/ OLE	<input type="checkbox"/> ICT Hardware and Software/ Network Solutions
<input type="checkbox"/> STEM	<input type="checkbox"/> School Facilities and Furniture	<input type="checkbox"/> Others _____

Booth Package

<input type="checkbox"/> Raw Space GBP 295/m ²	<input type="checkbox"/> Walk On Package GBP 330/m ²
<input type="checkbox"/> Corner Charge Fee of 1m ² per corner	

I wish to exhibit at Learning & Teaching Expo 2016 and confirm the following stand requirements.

Booth No.	Open Sides	Payment Term
Dimensions	m x m	50% Deposit due upon signing GBP
Plus Corner Charge	m ²	50% Balance due on 31 st August 2016 GBP
Total Area	m ²	(Internal Use)
Total Cost	GBP	

Remarks

I seek a UKTI Grant (if eligible) to be applied for by BESA. This contract will only be **VALID** once the UKTI Grant is approved and confirmed by BESA.

I do not seek a UKTI grant. I am contracting immediately.

Please return this form to Diversified Communications Hong Kong, LLC - daniel@ltxpo.com.hk with a copy to BESA william@besa.org.uk

Signed & Stamped by exhibitor	Accepted for and on behalf of Diversified Communications Hong Kong, LLC
Date	Date
I / We agree to pay the total cost shown above and pay the balance as they fall due and understand that the booth may be re-allocated if payments are not made by the due date.	LTE Sales Representative
	Please return this form to Diversified Communications Hong Kong, LLC Unit B, 32/F, @ Convoy, 169 Electric Road, North Point, Hong Kong Tel: +852 3958 0502 Fax: +852 3105 3974

Learning & Teaching Expo - Terms and Conditions

1. **Organiser and Manager** – The Exhibition is organised by the Organiser and its management is undertaken by the Manager on the Organiser's behalf.
2. **Licence** – When accepted by the Organiser, the Contract for Booth Space becomes a binding contract between the applicant as Exhibitor and the Organiser. The Exhibitor agrees to exhibit and to be bound by these terms and conditions of exhibiting and the Rules & Regulations, and any rules and regulations imposed by the Authorities. The Exhibitor will have a conditional and revocable licence to participate in the Exhibition. This agreement is not and shall not be deemed to be a lease or an agreement for lease.
3. **Allocation** – Booths will be allocated at the Organiser's full discretion. The Organiser reserves the right to alter the floor plan and configuration of any stand and shall only make an adjustment to the Contract Fee if the overall size of the Booth is reduced. The Manager's determination with respect to allocation of the Booths will be binding on the Exhibitor. The full Contract Fee is payable even if the Exhibitor eventually does not utilize the whole Booth. Where practicable Booths will be allocated according to the Exhibitor's sequence of choices. If no Booth is available for the Exhibitor then the sole obligation of the Organiser and the Manager is to refund to the Exhibitor such amount of money received by the Organiser or the Manager, from the Exhibitor, and the Organiser and the Manager shall have no other liability whatsoever.
4. **Exhibitor** – Exhibits will be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Manager reserves the right to determine the eligibility of any material, product or services for display or advertisement. The Manager may limit the number of principals that can be represented by the Exhibitor in a single Booth. The decision of the Manager with regard to whether any use or proposed use of the Booths is permitted under this Agreement shall be final.
5. **Warranty** – The Exhibitor represents warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained this Agreement and the license herein granted may be terminated by the Manager (without the Manager being liable for any damages or claims whatsoever and without prejudice to the Manager's other rights and remedies) and the Exhibitor shall indemnify the Organiser and the Manager against any and all costs, claims, demands, losses, liabilities, charge, actions and expenses.
6. **Admission** – Exhibits will be open to all exhibition registrants. A nominal registration fee may be charged by the Manager. The Manager reserves the right to regulate admission to any person.
7. **Booth fitting services** – The Exhibitor shall bear the cost of all booth fitting works. For exhibits under the Shell Scheme, booth fitting works can only be carried out by the Official Booth Fitting Contractor. For other exhibits, booth fitting works can be carried out by the Official Booth Fitting Contractors or by a contractor appointed by the Exhibitor provided that such contractor shall have been approved by the Manager and shall have provided the Manager with a security deposit (or a banker's guarantee in lieu thereof) in an amount acceptable to the Manager. The Exhibitor shall bear the cost of all such booth fitting works, whether relating to the Shell Scheme or otherwise.
8. **Electrical works and electricity supply** – Lighting, lighting mains, power plugs, power mains and motors are available as provided in the Exhibitor Manual. Where the Exhibitor requires any electrical work in connection with its Exhibit, such work shall only be carried out by the Official Electrical Contractor appointed by the Organiser, as described in the Exhibitor Manual. The Exhibitor shall bear the cost of all such electrical work and for all electricity consumed from the allocated exhibit space and shall forthwith upon the Organiser's written request pay to the Manager or as directed by the Manager an amount sufficient in the view of the Manager to cover and pay for such costs.
9. **Photography** – All photographic rights are reserved by the Organiser. Photography during the Exhibition shall only be carried out by the Official Photographers appointed by the Organiser, at charges set out in the Exhibitor Manual.
10. **Conduct & Canvassing** – Exhibitors must at all times act responsibly and must not, by their actions, cause a nuisance to other Exhibitors or act in a manner that could damage the reputation of the Exhibition of the Organiser or adversely impact the running of the Exhibition. Exhibitors must not canvas or distribute promotional material other than from their own booth.
11. **Withdrawal by Exhibitor** – If the Exhibitor fails to make the Contract Fee or fails to occupy all or part of the Booth, the Organiser reserves the right to re-let the Booth to another applicant and to recover damages in the form of withdrawal fees as detailed below:
 - (a) If the Exhibitor withdraws from the Exhibition it will forfeit the Deposit. Exhibitors withdrawing from the exhibition more than 120 days before the first open day are liable for 50% of the total amount due. If the Exhibitor withdraws from the Exhibition on a date later than 120 days prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to 100% of the Contract Fee. By signing the Contract for Booth Space, the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition or breach of contract during these periods.
 - (b) If the Exhibitor wishes to withdraw from the Exhibition, a written notice must be sent to the Organiser.
 - (c) For the purpose of clause 11, an Exhibitor will be taken to have withdrawn from the Exhibition if:
 - (i) The Exhibitor indicates to the Organiser that it may not participate in the Exhibition;
 - (ii) The Organiser requests the Exhibitor to confirm its participation in accordance with this contract in writing or by email; and
 - (iii) The Organiser has not received that confirmation within 3 business days after requesting it.
 - (d) Amounts payable pursuant to clause 11(a) on withdrawal by the Exhibitor must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the Exhibitor's withdrawal.
12. **Liability and risks** – The Exhibitor shall insure, indemnify fully and effectively and hold the Organiser, the Manager and their respective shareholders, the lessors of the premises where the Exhibition is held and all government, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors.

The Exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its Exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the Exhibit or Booths occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibit. The liability or risks of loss or damage to the Exhibitor's employees or agents, or the Exhibits, shall be the responsibility of the Exhibitor.

The Organiser is not liable and accept no responsibility for any damage, theft, loss or destruction of the Exhibits or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.
13. **Insurance policy** – The Exhibitor must obtain at its own cost and expenses, liability insurance of no less than HK\$10,000,000 property damage and personal injury, with broad form endorsement, naming the Organiser "Diversified Communications HK LLC" as an additional insured, and requiring at least thirty (30) days prior notice to the Organiser of cancellation or material modification; provided however that in the event the Exhibitor is self-insured, the Organiser may waive the requirement that the Organiser be named as additional insured, and may require the Exhibitor to provide evidence acceptable to the Organiser in the Organiser's sole discretion as to Exhibitors financial ability to meet its obligations under the Contract, including but not limited to its insurance and indemnifications obligations under this clause.
14. **Safety, Fire, Health and other Laws** – All fire, safety, health and other laws, rules and regulations imposed by the Manager or local authorities and agencies of the Exhibition premises must be strictly observed by the Exhibitor.
15. **Prohibited exhibits** – No live military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, rockets, etc shall be brought onto the Exhibition premises. Other kinds of exhibits may be prohibited by the Manager. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approval required for the Exhibits and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition.
16. **Losses** – The Organiser and the Manager shall not be responsible for damage to the Exhibitor's property howsoever caused or lost shipments either coming in or going out, or for moving costs. The Exhibitor is responsible in all cases for the full Contract Fee payable under this Agreement.
17. **Termination** – If the Exhibition premises shall become, in the sole discretion of the Manager, unfit for occupancy, or if the holding of the Exhibition or the performance of the Organiser or the Manager of any of the provisions of this Agreement are interfered with by virtue of any causes, this Agreement and/or the Exhibitor (or any part thereof), may forthwith be terminated or cancelled by the Manager without the Organiser or the Manager being liable in damages or otherwise to the Exhibitor. The Organiser and the Manager shall also not be responsible for delays, damages, losses, increase costs, or other unfavourable conditions arising by virtue of any causes not within the control of the Organiser or the Manager upon the termination or cancellation as aforesaid, the Organiser shall not be liable to the Exhibitor other than for a prorated refund of the Contract Fee paid by the Exhibitor on the basis of the number of Exhibit days remaining. For purposes hereof, the phrase "cause not within the control of the Organiser or the Manager" shall include fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel, absence of premises required for the
 - (a) Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or condemnations requisition or commandeering of necessary supplies or equipment, local state or other law, ordinance, rule, order, decree or regulation whether, legislative, executive or judicial, and whether constitutional or unconstitutional, or Act of God.
 - (b) This agreement may be terminated by the Manager forthwith if in the Manager's opinion when the Exhibitor does not or may be unable to perform or comply with any of its obligation.
18. **Right to reject or eject** – the Manager may reject, eject or prohibit the Exhibit in whole or in part or the Exhibitor its representatives, with or without giving cause. If cause is not given, the maximum liability of the Organiser or the Manager (if any) shall not exceed the return to the Exhibitor of the pro-rata amount of the Contract Fee paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of election. If an exhibit or exhibitors is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the Contract Fee shall be made.
19. **Removal of exhibits** – If any exhibits remain on the Exhibitors booth space during the move-out period as specified in the Exhibitor Manual, the Organiser has the right to remove these exhibits if they are unclaimed or unmarked. The Organiser will in every effort contact the Exhibitor to remove or collect the items, however if it is unclaimed or no response from Exhibitor, the Organiser have the right to remove and dispose of these exhibits and reclaim any and all expenses incurred in the removal and disposal.
20. **Sub-licensing** – No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the Booth or any part thereof. The Organiser and/or the Manager may assign or transfer its rights and/or obligation. The Exhibitor may not assign or transfer any of its right or obligations under this Agreement.
21. **Manager as agent** – All rights, powers and discretions exercised by the Manager or consent or agreement given or made by the Manager shall be deemed to be carried out as agent on behalf of the Organiser. The Manager shall have no responsibility or liability whatsoever to the Exhibitor or any other party.
22. **Liability limitation** – The liability of the Organiser (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total Contract Fee paid by the Exhibitor for the licence herein granted. The person or persons appointed by the Manager to undertake any official tasks including to the Official Booth Fitting Contractor and the Official Electrical Contractor are independent contractors and are not agents of the Organiser or the Manager.
23. **Governing law and jurisdiction** – This Agreement shall be governed by, and construed in accordance with the laws of Hong Kong. The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Hong Kong Law for all purpose in relation to this Agreement and waives any objections on the ground of venue or forum non convenience or on similar grounds.
24. **Revocation** – Upon termination of this Agreement the licence granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all its Exhibits.
25. **Stamp Duty** – The Exhibitor shall pay all and any stamp and other taxes or duties, including any interest and penalties, payable on or in connection with this Agreement.
26. **Exhibitor Manual and Floor Plan** – Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Manager. The Manager may at any time make further adjustments to rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organiser may at any time change the floor plan.
27. **Partial Invalidity** – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision.
28. **Remedies and Implied Waivers** – No failure or delay on the part of the Manager to exercise, any right or remedy under this Agreement will operate as a waiver, nor will any single or particle exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
29. **Set-off Clause** – The Organiser and/or the Manager may deduct from or set-off against any money due from the Organiser or the Manager to the Exhibitor any sum which the Exhibitor is liable to pay to the Organiser or the Manager.
30. **Compliance Clause** – The Exhibitor shall, upon the Manager's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Manager's view, necessary to comply with any of its obligations and, forthwith provide any necessary information or document to evidence such compliance.
31. **Amendment Clause** – This Agreement shall be amended only in the form prescribed by the Manager for such purposes from time to time.
32. **Assignment Clause** – The Organiser and/or the Manager may without the consent or approval of the Exhibitor assign or transfer its right and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement