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**South Asian Diaspora Convention 2013**

**21 – 22 November 2013 | Singapore**

SADC 2013 Secretariat: c/o MP Singapore Pte Ltd, 20 Kallang Avenue, 2nd Floor, Pico Creative Centre, Singapore 339411

Tel: +65 6393 0225 Fax: +65 6292 7577 Email: tsaipeichuan@mpinetwork.com

**Exhibition Space/Booth Application and Contract**

By filling up the information below, you are making a formal application for exhibition booth. With receipt of 50% minimum down payment (for exhibitors who send the signed Contract to the Organiser on or before 30 September 2013) together with the application form, this shall form a binding Contract upon acceptance by the Organiser. 100% payment is required immediately for exhibitors who send the signed Contract to the Organiser after 30 September 2013.

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| **SECTION A: COMPANY INFORMATION** |
| Company Name |       |
| Contact Person |        | Designation |        |
| Address |        |
| Postal Code |        | City  |        | Country |        |
| Tel No. | (     )      | Fax No. | (     )       |
| Email |        |
| **SECTION B: SPACE/BOOTH RESERVATION** |
| Please indicate your space/booth reservation details. **Booth No.:**      *(Note: The Organiser’s decision on the allocation of the space/booth will be final and binding on the Exhibitor)* |
| **Package** | **Standard Price** | **Qty**  |
|  |  | **(booth**) |
| Shell Scheme - 9 sqm | [ ]  S$6,000/booth (over 2 days) | [     ] booth(s) |
| **SECTION C: AMOUNT PAYABLE** | **SECTION D: SHELL SCHEME BOOTH ENTITLEMENT** |
| Cost of Shell Scheme Only | S$ |       | 3m x 3m booth space1 x fascia name2 x 40W fluorescent lights1 x 13amp 220V power point1 x information counter2 x folding chairs1 x wastepaper basketWall panels |
| 7% GST (applicable for all companies) | S$ |       |  |
| **Total** | S$ |       |  |
| **50% Cost Due Upon Signing Contract**  | S$ |       |  |
| **Balance Due within 1 month of the final invoice**  | S$ |       |  |
| **SECTION E: PAYMENT TERMS** |
| a. | The payment for booth rental shall be settled as follows:* For exhibitors who submit the signed Contract on or before 30 September 2013: Together with this application form, 50% of the Grand Total Cost must be submitted within one (1) month from the submission date to make reservation for the booth.
* The balance 50% must be submitted within one (1) month of the final invoice which will be issued by the Organiser.
* For exhibitors who submit the signed Contract after 30 September 2013: 100% payment is required to be settled immediately.
 |
| b. | Methods of payment (please select one and quote WBS C-701-001-014-021 for all payments): |
| [ ]  | **Singapore Cheque** (for Singapore exhibitors only) made payable to **“National University of Singapore”**  |
| [ ]  | **Interbank GIRO** (For payment in Singapore Dollars and for Singapore Customers ONLY) to: **National University of Singapore**DBS Account No.: 7171-032-0320003133  |
| [ ]  | **Telegraphic Transfer** (please remit SINGAPORE DOLLARS ONLY) to:Beneficiary Name: National University of Singapore. Beneficiary Bank Account No: 032-000313-3. Beneficiary Bank Name: DBS Bank Ltd, Singapore. Beneficiary Bank Address: 6 Shenton Way, DBS Building, Singapore 068809. Swift Code: DBSSSGSG.  |
| **SECTION F: CONTRACT** |
| I/We agree to abide by and be bound by the **Terms and Conditions** printed overleaf and the **Rules and Regulations** of the Organiser of which I/we acknowledge receipt, and any amendments, which may be made by the Organiser and/or the hall landlord. Final decision is at the discretion of the Organiser. Upon acceptance by the Organiser, there shall be a binding Contract between the Organiser and me/us, the successful applicant (the “Exhibitor”). I/We have read and understood and I/we agree to the Terms & Conditions incorporated as part of the Application and Contract. By signing below, I/we confirm that I/we am/are authorised to sign this Application and Contract and bind the Exhibitor to the Exhibition’s Rules and Regulations.I/We agree to pay full amount of the cost if this Contract is submitted on or before 30 September 2013. If this Contract is submitted after 30 September 2013, I/we agree to pay full amount of the cost with the return of this Application and Contract. The Organiser reserves the right to alter the position of the allocated space/booth and to change the Exhibition venue in the opinion of the Organiser for the interest of the Exhibition as a whole. |
|      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Signature of Applicant or Authorised Representative(s) / Date |      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company’s Stamp |

This Exhibition Booth Application and Contract shall be returned to: SADC 2013 Organiser, Institute of South Asian Studies (ISAS), 469A Bukit Timah Road, #07-01 Tower Block, National University of Singapore, Singapore 259970. When your application is approved, a signed copy thereof will be returned to you.

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| **Accepted For and On Behalf of the Organiser:** |  |
|      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Signature / Date |      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company’s Stamp |

**GENERAL EXHIBITION TERMS AND CONDITIONS (this “Agreement”)**

**(1) Organiser**

The Exhibition is organised by Institute of South Asian Studies (“The Organiser”)

**(2) Agreement**

(i) This Agreement is hereby entered into between the Organiser and the Exhibitor.

(ii) This Agreement constitutes a license granted by the Organiser to the Exhibitor only and shall not be deemed to be a lease or an agreement for lease.

**(3) Allocation of stand space**

(i) This application does not give the Exhibitor a right to be allocated stand space by the Organiser. (ii) Stand Space will be allocated at the Organiser’s full discretion. In special cases the Organiser may decide not to accept an application, to allocate less stand space than has been applied for, to alter allocated stand space or to withdraw an allocation without the Exhibitor being entitled to claim compensation for damage incurred. (iii) The Organiser’s decision on the allocation of the stand space will be final and binding on the Exhibitor. (iv) The full contract price is payable even if the Exhibitor eventually does not utilize the whole stand. (v) If no stand is available for the Exhibitor (without any default on its part) then the sole obligation of the Organiser is to refund to the Exhibitor such amount of the money received by the Organiser from the Exhibitor and apart from the aforesaid refund, the Organiser shall have no liability whatsoever. (vi) If the Exhibitor does not fulfill any of its obligations set out in this Agreement, the Organiser will be entitled not to proceed with the allocation of stand space, or to withdraw an existing allocation of stand space or not to make stand space available, without prejudice to the Organiser’s claim for full payment of the amounts due.

**(4) Payment**

Unless otherwise stipulated, stand rent shall be paid by the Exhibitor in 2 instalments in accordance with the following schedule in SGD dollars:

1. 50% of the cost of the total number of square metres applied for must be paid upon signing of contract.
2. The balance 50% within 14 days of the Organiser’s final invoice issued 2 months before the Exhibition.

*With receipt of 50% minimum down payment (for exhibitors who send the signed Contract to the Organiser on or before 30 September 2013) together with the application form, this shall form a binding Contract upon acceptance by the Organiser. 100% payment is required immediately for exhibitors who send the signed Contract to the Organiser after 30 September 2013.*

**(5) Cancellation**

(i) The Organiser reserves the right at all times to, without the Exhibitor having the right to compensation, (a) change the dates of the Exhibition; or (b) cancel the Exhibition due to any cause whatsoever including but not limited to any cause pursuant to clause 20 below. (ii) No application can be cancelled or altered unilaterally by the Exhibitor. The Organiser may comply with a request to cancel the application subject to the condition that the Exhibitor pays a compensation for cancellation. The amount of compensation will depend on the time of cancellation and will be calculated at a percentage of the total stand rental payable in accordance with the following schedule: -

Time of receipt of Compensation: -

Notice of cancellation Percentage of total stand rental

(a) Before and on 30 September 2013 50%

(b) After 30 September 2013 100%

**(6) Reduction of exhibit space**

All requests for reduction of exhibit space must be made in writing. (i) If such request is received by the Organiser on or before 1 July 2013, the Organiser may in its absolute discretion, allow the reduction subject to the Exhibitor paying a reduction fee amounting to 50% of the cost of exhibit space reduced. (ii) If a request for reduction is received after 1 July 2013, the Exhibitor shall nevertheless pay for the total rental of the original contracted space. The rental for the unused space is to be retained by or paid to the Organiser as liquidated damages. The Exhibitor shall not be entitled to any refunds even if the space unused by the Exhibitor is subsequently allocated by the Organiser to third parties. Notwithstanding the above, the Organiser reserves the right to decline for any reason whatsoever, requests for exhibit space reductions.

**(7) 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 are not and will not at any time be imitation, counterfeit or fake goods, and/or do not infringe nor are they likely to infringe any patent, trademark, copyright and other intellectual property right of any party. The Exhibitor agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Agreement, this Agreement and the license herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser’s other rights and remedies) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses that may be suffered or incurred by the Organiser directly or indirectly arising from or in connection with such breach.

**(8) Exhibits and other related materials**

(i)All exhibits, brochures, audio-visual presentations, displays and all related materials and articles are subject to the approval of the Organiser. (ii) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals required for the Exhibits and its participation in the Exhibition have been obtained prior to the commencement of the Exhibition.

**(9) Liability and risks**

(i) The Exhibitor shall insure, indemnify fully and effectively and hold the Organiser and its respective shareholders, the lessors of the premises where the Exhibition is held and all governmental, 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. (ii) 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 exhibits or stand space occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibition. (iii) 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. (iv) Exhibits shall be placed at the Exhibitor’s own risks and the Organiser, its respective shareholders, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits. (v) Under no circumstances will the Organiser, any government, statutory or regulatory body or agency or their respective directors, officers or agents make good or accept responsibility or be liable howsoever in respect of 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.

**(10) Sound Level**

The use of HEADPHONES for sound demonstration is strongly recommended. The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way, which does not interfere with nor be a nuisance to neighbouring stands. The sound level should not exceed 80db measured from the nearest point of adjoining stands. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organiser reserve the right to disconnect all power supplies to the stand and no compensation will be made to the Exhibitor.

**(11) Insurance policy**

The Exhibitor shall make sure that they are fully covered by insurance including, but not restricted to, all risks on their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Organiser harmless in respect of all costs, claims, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the public or the Organiser’s staff, agents, or contractor(s) or property howsoever caused as a result of any act or default of the Exhibitor, his servant, agents or contractors or invitees. If the Organiser so demands, the Exhibitor shall provide proof to the Organiser that the Exhibitor has adequate insurance cover.

**(12) Loss or damage**

The Organiser shall not be responsible for any loss or damage to the Exhibitor’s property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organiser.

**(13) Limitation of liability**

(i) 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 price paid by the Exhibitor for the license herein granted. (ii) The person or persons appointed by the Organiser to undertake any official tasks including the Official Contractor and the Official Freight Forwarder are independent contractors and are not agents of the Organiser.

**(14) Sub-licensing and non-assignment**

(i) This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable. (ii) No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the stand space or any part thereof. (iii) The Organiser may without the consent or approval of the Exhibitor assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement without the prior approval of the Organiser.

**(15) Termination**

(i) If in the reasonable opinion of the Organiser, the Exhibition premises may become unfit for occupancy or if the holding of the Exhibition or the performance of the Organiser of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement (or any part thereof) may forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor. (ii) This Agreement may be terminated forthwith by the Organiser if, in the Organiser’s opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations of this Agreement.

**(16) Revocation**

Upon termination of this Agreement the license granted is revoked and there upon the Exhibitor shall immediately leave the Exhibition premises and remove all its exhibits.

**(17) Set-off Clause**

The Organiser may deduct from or set-off against any money due from the Organiser to the Exhibitor any sum which the Exhibitor is liable to pay to the Organiser.

**(18) Self-help remedies**

The Organiser will have the right to take the following courses of action without any judicial intervention, if necessary at the Exhibitor’s expense, against an Exhibitor who acts in contravention of any provision of this Agreement or who fails to comply with a direction given by or on behalf of the Organiser:-

a) refuses the Exhibitor and its representatives admission to the Exhibition;

b) closes and/or clears the Exhibitor’s stand; and

c) take possession of the exhibits displayed, any goods and anything built or fitted by the Exhibitor.

**(19) Laws and regulations**

All laws, rules and regulations (including without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Organiser or local authorities and agencies or the lessor of the Exhibition premises must be strictly observed by the Exhibitor.

**(20) Force majeure**

The Organiser shall not be liable to the Exhibitor by any reason of any cancellation or part-time opening of the Exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control including but not limited to and without affecting the generality of the foregoing, any acts of God, flood, tempest, storms, war, shortages of water, labour or power, acts or threats of terrorism, riots, civil commotion, strikes or insurrection, failure of any applicable government authority to issue required governmental permits, suspension, termination or revocation of any material governmental permit required for the Exhibition, outbreak or threat of outbreak of infectious or communicable diseases such as SARS and any other similar event or condition.

**(21) Partial invalidity**

The invalidity or unenforceability or any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**(22) Remedies and implied waivers**

No failure or delay on the part of the Organiser to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

**(23) Governing law and jurisdiction**

(i) This Agreement shall be governed by, and construed in accordance with the laws of Singapore. (ii) The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non-convenience or on similar grounds.

**(24) Exhibitors’ manual and floor plan**

(i) Further rules and regulations pertaining to the Exhibition can be found in Exhibitors’ Manual and other documents issued by the Organiser from time to time. (ii) The Organiser reserves the right to make further rules and regulations (having immediate effect) from time to time in relation to any aspect of the Exhibition. (iii) Such rules and regulations whether contained in the Exhibitors’ Manual or otherwise shall form part of this Agreement and shall be binding on the Exhibitor.

**(25) Unforeseen occurrences**

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organiser shall be final.

**Agreed and Accepted by:**

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**Exhibiting Company Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Authorised Person** **Signature**  **Date**