<u>Foire International De Marseille 2018</u> Brief Rules and Regulations for Participation in Fair

1. **Space Booking:**

Application in prescribed form for participation in **Foire International De Marseille 2018** is to be submitted for stands of 9 sqm. (in multiples of 3 sqm.).

2. Allotment of space to the Participants:

Booking of stands with minimum advance payment of Rs.50000/- through NEFT/ RTGS in India Trade Promotion Organisation (ITPO) bank account needs to be made. The bank details are given in the Fact Sheet. Booths will be allotted on first-come-first-served basis for which the order of remittance of booking amount to ITPO's bank account shall be considered. The stands will be allotted only upon receipt of full payment in respect of the space rent and satisfactory proof of deposit of TDS, in case TDS is deducted. Submission of application for booking of space does not automatically confer a right for allotment of space. Approval of application for space will rest with ITPO.

3. Refund of Participation Fee:

- a. Refund of participation fee will be considered in case of non-availability of space, rejection of application or in the event of cancellation of participation of ITPO due to unforeseen circumstances.
- b. In the event of withdrawal of participation three months before the start of the event, 50% of the total participation fee will be considered for refund, only if the space is re-allotted to some other company. No refund will be made if the withdrawal request is received less than three months before the event or if the space cannot be re-allotted to some other company.
- c. If the event is dropped by ITPO due to any unforeseen reasons, no interest shall be payable by ITPO on the advance/complete participation fee deposited by the prospective participant.

4. Visa Recommendation:

- a. ITPO, as a trade promotion organisation, will provide necessary assistance to the representative(s) of the participating company by way of issuing recommendation letter(s) to the concerned Mission for obtaining visa.
- b. ITPO shall not be liable in case the concerned Mission of the host/ transit country denies visa to the representative(s) of the participating company for any reason.
- c. Since ITPO, on behalf of the participating company, has already committed for certain financial bindings by way of booking of space, construction/ decoration of stands/ booths, catalogue entry, general publicity support etc., it will not be able to consider any refund on account of denial of visa/ delay in receipt of visa.
- d. Visa recommendation letter will be issued only in favour of the Chief Executive/ Proprietor/ Senior Level Officer dealing with exports of the company so that on the spot decision can be taken by them.

5. Liability and Insurance:

It is the responsibility of the exhibitor to insure the goods exhibited against all risks in connection with transportation, setting-up and dismantling after the exhibition, in particular against damage, theft etc. The exhibitor shall be liable to compensate the organiser for any damage caused by it to the exhibition space rented, stand material, electricity, water and sewage systems or any other property of the organiser. The India Trade Promotion Organisation (ITPO) does not accept any liability for loss of or damage to the goods exhibited or other valuables which belongs to the exhibitor, including loss or damage due to water, fire, explosion, whirlwinds, lightning, flooding or other instances of force majeure, damage or injuries inflicted on the exhibitor, its representatives and other persons employed by it or invited by it, irrespective of the cause of such injuries or damage.

In particular, the India Trade Promotion Organisation (ITPO) accepts no liability for damage to exhibition goods or their removal in cases where use of the decorating department was made.

With its acceptance of the conditions of participation, the exhibitor explicitly releases India Trade Promotion Organisation (ITPO) and firms acting on its behalf from any rights of recourse whatsoever on the part of third parties. No right to claim damages exists.

6. Transportation:

Transportation work on the exhibition grounds will be undertaken by a firm appointed by the organiser. Accordingly this firm will take over transportation of goods/ objects delivered by the exhibitor or its forwarders at the boundary of the exhibition grounds and continue their transportation on the exhibition grounds. The exhibition management will not accept delivery of any consignments and does not accept any liability for loss or incorrect delivery. The costs of the firm authorised to undertake transportation on the exhibition grounds are to be paid by the exhibitors to the transportation firm directly.

7. General:

- a. Only goods of Indian origin will be allowed for display at Foire International De Marseille 2018.
- b. In the event of postponement/ abandonment/ cancellation of the Fair/ Exhibition, or in case of exhibits not being displayed due to any reason beyond the control of the ITPO, it shall not be liable for any financial or non-financial loss or liability.
- c. The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Sub-letting of space is not permissible. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent etc., paid to ITPO and debarring the participant from any future participation in ITPO's event.
- d. In case of default of any payment due from the participants, ITPO reserves the right to debar them from participation in ITPO's fairs in India and Abroad and take appropriate legal action as per Indian laws.
- e. Any dispute or differences arising out of these terms and conditions of participation shall be referred to the Chairman & Managing Director (CMD) of India Trade Promotion Organisation (ITPO) whose decision shall be final and binding on both the parties.
- f. The terms and conditions of participation shall be subject to the jurisdiction of courts in New Delhi.

8. Final Provision:

With its registration for participation, the exhibitor accepts in full as legally binding the General Conditions of Participation as well as house and grounds rules in force at the exhibition venue. Additional agreements, special permissions or other kinds of arrangements require the written consent of the organiser/ India Trade Promotion Organisation (ITPO).

I / We hereby accept the above Rules & Regulations / Terms & Conditions of participation.

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Place:	
Date:	

Name & designation (Company Seal)