

# **FIERA DEL LEVANTE, BARI (ITALY), SEPTEMBER, 8-16, 2018**

## **Rules and Regulations for participation**

### **1. Space Booking**

Application in prescribed proforma for participation in Fiera Del Levante, Bari (Italy) to be submitted for stands of 12 sq. mtrs.

### **2. Membership of ITPO**

Membership of ITPO has been made mandatory for participation in ITPO organized events. Non-members are requested to apply for membership of ITPO. You are requested to indicate your membership number in the application form for participation to enable us to process the request.

### **3. Allotment of space to the Participants**

Booking of stands with advance payment of Rs. 1,00,000/- (Rupees One Lakh Only) through RTGS in ITPO's bank account needs to be made. The bank details are given in the Fact Sheet. Booths will be allotted on first-come-first-serve basis for which the criterion of RTGS payment of Rs. 1,00,000/- in ITPO's bank account is being adopted. The stands will be allotted only upon receipt of full payment in respect of the space rent. Submission of application for booking of space does not automatically confer a right for allotment of space. Rights for approval of application for space allocation will rest with ITPO.

### **4. Refund of Participation Fee**

- a. Refund of participation fee will be considered only in case of non-availability of space, rejection of application or in the event of cancellation of ITPO's participation as a whole due to unforeseen circumstances. 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.
- b. In the event of withdrawal of participation by the participant 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 start of the event or if the space cannot be re-allotted to some other company.
- c. Refund may be considered if there is a change in the venue and date of an event and due to this the participant is unable to participate.

### **5. Visa Recommendation**

- a. ITPO, as a trade promotion organisation, will provide necessary assistance to the representative(s) of the participating company by way of issuance of recommendation letter(s) for obtaining visa.
- b. ITPO shall not be liable in case the host/transit country denies visa to all/any of the representatives of the participating company for any reason whatsoever.
- 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 stand, 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.

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- e. The representative would come back to India after the Event/ Fair is over and would submit the proof of his/her departure/arrival, wherever necessary.

### **6. General**

- a. Only goods of Indian origin will be allowed for display at Fiera Del Levante, Bari (Italy).
- 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 loss or liability.
- c. Exhibits of participants whose representatives do not turn up at the Fair/Show will not be displayed.
- d. The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent, security deposit etc., paid to ITPO and debarring the participant from any future participation in ITPO's event.
- e. 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.
- f. Participants will make their own arrangements for removing exhibits from the packing cases and displaying them in the booth. Likewise, after the Fair, participants will make their own arrangements to repack and send the exhibits back to India.
- g. Participants will comply with instructions regarding packing and dispatch of exhibits and other matters concerning their participation. All payments with regard to import duty, any local taxes and forwarding the exhibits back to India will be made/ borne by the participants in foreign exchange.
- h. Participants will be required to furnish complete information on orders booked, enquiries generated, retail sales, etc. during and after the close of the Show. Compliance with this rule will be one of the criteria for selection of the participants for future ITPO programmes.
- i. All expenses for travel to & fro, and stay abroad including boarding, lodging, medical treatment, insurance, etc. will be borne by the participants themselves.
- j. 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 whose decision shall be final and binding on both the parties.
- k. The terms and conditions of participation shall be subject to the jurisdiction of courts in the state of Delhi.

### **7. Compliance of fair related/ country related rules and regulations**

Participants will adhere to rules and regulations as may be prescribed by the country in which the show is held and/or laid down by the fair organisers in addition to ITPO's terms and conditions. The following is illustrative list of such conditions:

- a. In case of inflicting damages to the property, the penalties may be levied on the participant.
- b. Storage of exhibits / empty boxes should be done as per the rules of the fair organiser.
- c. The stand should not remain unattended at any time during the fair. Exhibitor will be responsible for his stand and his belongings on exhibition ground. He / she should take the necessary precautions to secure the safety of his / her exhibits. ITPO will not be responsible for any loss / theft of exhibits / other belongings of the participant.
- d. If the exhibitor wishes to distribute publicity materials he / she should get prior approval of the Fair Officer, India Pavilion / Fair Organiser.
- e. ITPO / Fair Organizer reserve the right to carry out photography / video coverage of the display in the stands in India Pavilion.

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- f. It is not allowed to use inflammable items and it is not allowed also to use loudspeakers or DJ inside or outside halls.
- g. The participants are required to follow all customs regulations relating to incoming / return exhibits.
- h. Sale of exhibits shall be regulated by the rules of the fair organizer. Participants are advised to understand the procedure / rules.

## **8. 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. 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, its representative or persons employed by or invited by it, 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 in which use was made of the decorating department.

With its acceptance of the conditions of participation, the exhibitor explicitly releases the 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.

## **9. Transportation**

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.

## **10. 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).

### **DECLARATION**

We have studied the rules and regulations for participation carefully and agree to abide by the same.

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Signature of the Authorised Representative

Place:

Name: .....

Date:

Designation: .....

Company Seal