

HORTEC 2012

BOOKING FORM

We wish to book space as follows for **Hortec 2012; 14th TO 16th March 2012**

Name of Exhibiting Company: _____

Physical address _____

Postal address _____

Telephone No(s) _____ Fax No _____

Email address: _____

Products/Services to be exhibited: _____

Contact name for correspondence _____

PARTICIPATION COSTS & OPTIONS:

All prices include: Shell Scheme including back & sidewalls, lights, power outlets, table & chairs and wastebasket. FREE entry in the official catalogue, stand cleaning, 24-hour perimeter security, exhibition passes.

EXHIBITION BOOKING DETAILS: (please complete all sections)

A) Shell Schemem² @ US\$250 per sq m Stand No: _____ US\$ _____

B) Space Only (min.24 sq m).....m² @ US\$235 per sq m Stand No: _____ US\$ _____

C) Outside (min. 24 sq m)....m² @ US\$120 per sq m Stand No: _____ US\$ _____

Growers – on application and approval FREE VAT at 16% US\$ _____

Total Contract Value (Also payable in Kshs at prevailing rates) US\$ _____

Payment of 30% of the total is required to confirm this booking.

Special Discount available of 25% if booked before 30th November 2011.

The Organisers reserve the right to alter or reallocate space or stands as necessary

The balance of the contract value is due on or before 30th January 2012

Pay by cheque or direct to: Account no 8702434223200, Sort Code 02-015, Standard Chartered Bank Kenya Ltd., Westlands Branch, P O Box 14438, Nairobi

This agreement is subject to the Organiser's standard terms and conditions as set out in the General Conditions (see overleaf). Notice of which we undertake to observe and be bound by.

Signature of authorised applicant: _____

Full name: _____

Designation: _____ Date: _____

May 2011

Event & Conference Organisers Ltd, 40 Mugumo Road, P O Box 25313, Nairobi, 00603
Tel: +254-20-3520614/5, email: hortece@eco.co.ke

HORTEC 2012 – GENERAL BOOKING CONDITIONS

In these conditions the term exhibitor includes all employees, servants or agents of such, and the term Exhibition means one of the series of Trade Exhibitions organised by Event & Conference Organisers Limited, and 'The Organisers' means Event & Conference Organisers Limited.

1. When payments for space are not made when due any previous deposit may be forfeited and the space re-allocated by the Organisers. The Exhibitor must pay any loss incurred by the Organisers arising there from.
2. Applications for space must contain details of the proposed exhibit and the names of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to on the stand.
3. The Organisers shall have the exclusive right to determine in every respect the allocation of area and position of space, and they shall be entitled for any reason which in their sole opinion in the general interest of the exhibition to vary the general layout or the situation and area of any particular stand even if already allotted.
4. Every exhibitor shall complete the setting up of their stand by such time as indicated in the Exhibitor Manual, prior to the Official opening.
5. In the event of any Exhibiting company entering into bankruptcy, or being wound up, the contract with that company shall be determined, and all moneys received by the organiser shall be retained.
6. Exhibitors may not assign, sublet or grant licenses in respect of any part of the space allotted to them to any company not listed on this application form.
7. The Organisers will not be responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss of, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor, by reason of any defect in a building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers, whether ejusden generis or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the Exhibition is prevented or postponed or abandoned, or a building becomes wholly or partially unavailable, for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings, and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organisers will accept no responsibility for any matters aforesaid, the Exhibitors are advised to cover themselves by insurance in respect thereof to any extent available.
8. In no event shall the Exhibitor have any claim for damages of any kind against the Organisers in respect of any loss or damage, consequential upon the prevention, or postponement, or abandonment of the Exhibition, by reason of the happening of any of the events referred to in Clause 9 or otherwise, or of the Exhibition building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organiser's control, and the Organisers shall be entitled to retain all the sums paid by Exhibitors, or such part thereof as the Organiser shall consider necessary. If in the opinion of the Organiser, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or any other reasonable manner, the Exhibition can be carried through the contracts for space, shall be binding upon the parties, except as to the size and position, as to which any modification, substitution, or re-arrangement they consider necessary shall be determined by the Organisers.
9. **Breach of contract and withdrawal by the Exhibitor.** Without prejudice to the rights and remedies of the Organisers in respect of any breach of the Contract on the part of the Exhibitor the Organisers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:
 - a) The Exhibitor must give written notice to the Organisers that he desires to withdraw and if the Organisers allow such a withdrawal they will notify the Exhibitor of their decision in writing.
 - b) Any such notification by the Organisers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organisers of a consideration for release from the Contract.
 - c) The amount of such payment will be specified in the Organiser's notification to the Exhibitor and will be that proportion of the space rental payable under the Contract specified in the second column below which appears beside the date in the first column below upon which the Organisers receive the notification from the Exhibitor.

Date of Receipt of Notice of Withdrawal	Proportion of Space Rental payable
More than 90 days from opening date (at the discretion of the Organisers)	25%
90 days and less but over 30 days from opening date	75%
30 days and less from the opening date	100%
 - d) Upon payment of such amount to the Organiser by the Exhibitor (credit being paid by the Organiser if appropriate) the Contract shall be cancelled and neither party shall have any further claim against the other.
10. The Organisers reserve the right to alter, add to, or amend any of these Conditions or not, the decision of the Organisers shall be final. No alteration, addition, amendment, or waiver to or of, these Conditions shall operate to release any Exhibitor from his contract.
11. An Exhibitors manual will be issued to each Exhibitor containing detailed instructions for the organisation of the Exhibition, and terms and conditions therein also form part of this agreement.
12. Any dispute between the Organiser and Exhibitor in relation to any matter or issue shall be referred to arbitration as a precondition to any legal proceedings. Parties will appoint an arbitrator by mutual consent. In the event of failure to agree such appointment to be made by Chairman of Chartered Institute of Arbitrators (Kenyan branch)
13. For the purposes of all or any proceedings related hereto or arising here from the exhibitor consents to the jurisdiction of the court of Kenya.

All communications to be addressed to:
Event & Conference Organisers Limited, 40 Mugumo Road, Lavington, P O Box 25313, Nairobi - 00603, Kenya.
Telephone: (254-2) 3520614/5; Mobile 0722 848465 email: hortec@eco.co.ke