

# Rules and Regulation

## 1. Definition:

- 1.1 "Organizer" means the 47<sup>th</sup> IPS conference, Raipur.
- 1.2 47<sup>th</sup> IPS conference, Raipur is responsible for the allocation of space & collection of funds.
- 1.2A Trade Fare committee means an appointed body of elected office bearers from National and state branch.
- 1.3 "Exhibition" means the exhibition organized by the Organizers.
- 1.4 "Exhibit" means the products/etc. which are brought by the Exhibitors for demonstrations.
- 1.5 "Rules and Regulations" means those Exhibition Rules and Regulations as amended from time to time by the Core Committee.
- 1.6 "Exhibitor" means the Sole Proprietorship/Partnership/ Private Limited or Limited company whose Application & Contract for Exhibition Booth(s)/Island has been accepted by the Organizers.
- 1.7 "Publicity Material" means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity material whatsoever which an exhibitor wishes to display, distribute or use at the Exhibition.
- 1.8 "Stall/Space/Booth Space/Island means the space required by an Exhibitor at the Exhibition in respect to which Space Booking Form is submitted by the Exhibitor."

## 2. General Condition:

- 2.1 This invitation is open to all companies involved in the dental industry, (including but not limiting to manufacturers, traders, importers, exporters) for participation in the exhibition to be held during 29,30 Nov. and 1<sup>st</sup> December 2019, at Pt. Dindayal Upadhyay Auditorium Raipur.
- 2.2 The Organizers/Trade Fare Committee have the absolute discretion in acceptance of an application for booking of space by the Exhibitors. Until an Exhibitor's application has been accepted in writing by the Organizers/Trade Fare Committee, no right to exhibit is granted to the Exhibitor, notwithstanding any payment/deposit submitted along with the application, and/or payment/deposit of balance amount, if any, by the due date.
- 2.3 The Organizer/Trade Fare Committee reserves the right to decline any application without giving any reason whatsoever.
- 2.4 Exhibition space is given only to the Exhibitor for trade promotion only during the above mentioned duration of the Exhibition.
- 2.5 The Exhibitor is required to use the space allocated in a manner satisfactory to the Organizers/Trade Fare Committee, both during the assembling and installation of the stands as well as Exhibition. The Organizers/Core Committee reserve the right to clear all or part of the space allocated to the Exhibitor at the Exhibitor's expense without notice should they not be satisfied with the way the space is being used. The Exhibitor shall have no claim or any refund in respect of the space or other monies paid.

## 3. Payment:

- 3.1 The Booking Charges shall be calculated on the basis of rates mentioned in the space booking form multiplied by requirement of space.
- 3.2 At the time of submitting the Space Booking Form, Exhibitor must deposit 40% of the Booking Charges, calculated in terms of clause 3.1 above, towards advance payment.
- 3.3 Space Booking Form not accompanied with the advance payment as mentioned in clause 3.2 above shall not be considered by the Core Committee for allotment of space.
- 3.4 The Organizers/Trade Fare Committee reserves the right to demand an additional deposit at any time as a guarantee for the cost of actual or potential damage.
- 3.5 Exhibitor shall pay the entire Booking Charges on or before 15<sup>th</sup> October 2018, failing which the allocation of space to the Exhibitor shall be cancelled without any notice to the Exhibitor. Late payment will attract Penalty as decided by the Organizers/Trade Fare Committee.
- 3.6 In the event that an application for space is not accepted by the Organizers, the rental paid shall be refunded to the applicant within 60 days from the date of notice of rejection of the application.

## 4. Cancellation or Reduction of Booth(s):

- 4.1 Cancellation or reduction of space must be made in writing to Organizers/Core Committee.
- 4.2 In the event of cancellation of the space, as mentioned in clause 3.5 above advance Booking Charges and any further payment of Booking Charges shall be forfeited. In addition the Exhibitor shall also be liable to pay the balance Booking Amount. In case of Cancellation after 15<sup>th</sup> October 2019.
- 4.3 In the event of cancellation or reduction of space sought by the Exhibitor, no refund shall be allowed against advance Booking Charges deposited by the Exhibitor at the time of submission of space Booking Form.

## 5. Space Allocation

- 5.1 **The Trade Fare Committee shall have sole and absolute discretion on allocation of Stall/Space/Booth Space/Island and it allots stall after taking into due consideration all aspect related to such allotment.**
- 5.2 No request by any applicant will be entertained for allocation of any specific stall/space or size of stall/space.
  - 5.3 All decisions by the Trade Fare Committee on allocation of Stall/Space/Booth Space shall be final and no request for changes shall be entertained.
- 5.4 Island booth space allocation would be to a minimum of 54 sq mts.
- 5.5 The Exhibitor's right to exhibit at the Exhibition and to use the spaced or the shell scheme stand(s) allocated to the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, subcontracted or otherwise howsoever shared with any third party regardless of the relationship between the third party and the Exhibitor.
- 5.6 All stands and exhibits shall not exceed maximum floor loading limit of 0.5 tones per square meter.
- 5.7 The Organizers/Trade Fare Committee reserve the right to alter or remove with notice and at the Exhibitor's expense any stand which differs from the approved specification or any stand that does not conform to the Organizers required standard or rules and regulations. The Exhibitor shall have no claim against the Organizers/Trade Fare Committee for any extra cost of replacing the stand to conform th the Organizers/Trade Fare Committee specification or delay resulting therefrom.
- 5.8 Exhibitors using their own stand constructions must co-ordinate and agree with the Organizers/Trade Fare Committee regarding all aspects of the erection, use and dismantling of such constructions.

- 5.9. Work of any kind carried out at the exhibition venue must confirm to the current location regulations in force and those specified by the Organizers/Trade Fare Committee. This applies to the Exhibitor, Organizer, Contractors and Subcontractors. The Organizers/Trade Fare Committee reserve the right to stop any work which contravenes any of the regulations and the Exhibitor shall have no claim against the Organizers/Trade Fare Committee for any cost or delay resulting therefrom.
- 5.10. The suspension of stand or lighting from the ceiling structure of the Exhibition venue will not be permitted unless prior approval in writing is obtained from the Organizers/Trade Fare Committee .
- 5.11. Fixings to the surface of the floors to secure margin boards and other stands fittings will not be permitted unless prior approval in writing is obtained from the Organizers/Trade Fare Committee .
- 5.12. It is clarified that the Trade Fare Committee may decide to allocate less space to an Exhibitor than what has been applied by the said Exhibitor.
- 5.13. The Core Committee shall have the right to change/alter/reduce the space allocated to any Exhibitor, without any prior notice.

#### **6. Fitted Stands**

- 6.1. Fitted stands are provided by the Organizers/Trade Fare Committee' official contractor of a standard design. No variation of the fascia board, lettering and the fittings of the fitted stand shall be allowed unless prior written approval is given by the Organizer.
- 6.2. Build Height limit should not exceed 3.0 mtrs.

#### **7. Custom built Stands on Raw Space:**

- 7.1. Plans and design proposals for booths must be submitted in triplicate to reach the Organizers/Trade Fare Committee for approval not later than three months before the Exhibition. Drawings submitted must be reasonable scale of not less than 1:50, full dimensioned and must contain information such as floor plan, stand elevation, fittings, and material to be used, moving exhibits, audio-visual equipment weights and point loading of exhibits, no custom-built stand shall be permitted at the Exhibition unless the plans and design proposals have been approved in writing by the Organizers/Trade Fare Committee.
- 7.2. All custom-built stand material used and its construction must confirm to the rules and regulations of the Exhibition Centre and those of any public authority or department of the National or Local Government.
- 7.3. The transporting, assembling, dismantling and removing of custom built stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified by the Organizers/Trade Fare Committee.
- 7.4. No duplex exhibit shall be permitted and no exhibit or part thereof shall extend or project beyond the space assigned to the Exhibitor.

#### **8. Electrical :**

- 8.1. Only Electricity can be used as a source of light or power in the Exhibition venue.
- 8.2. All electrical works shall be carried out at the Exhibitor's expense by the official contractor appointed by the Organizers/Trade Fare Committee. Design plans or proposals for electrical installation must be submitted to reach the Organizers/Trade Fare Committee for approval, not later than two months before the exhibition The Organizers/Trade Fare Committee may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at their own discretion.
- 8.3. Applications for the supply of electricity must be submitted to the official contractor of the Organizers/Trade Fare Committee.
- 8.4. Electricity shall be supplied only through the Exhibition Centre's official contractor.
- 8.5. All halls have 1 phase / 220V & 3 Phase / 415V (+10%) supplies. Organizers will not be liable for any loss or damage arising from technical breakdowns or fluctuations in supply.

#### **9. Use of Site and Safety, Restrictions and Requirements**

- 9.1. Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons. Display of such working moving exhibits must have the Organizers/Trade Fare Committee' prior written approval.
- 9.2. The use of laser products at the Exhibition requires prior written approval from the Organizers/Trade Fare Committee. Application for approval of such use must be submitted to reach the Organizers/Trade Fare Committee not later than three months before the Exhibition. The following measures must be adopted in all cases where lasers are demonstrated in the Exhibition: Appropriate goggles for CO2 lasers must be available for the personnel staffing the booth and for any attendee who will be using the lasers.
- 9.3. All demonstrations of CO2 lasers must be conducted in clear plastic boxes with all sides enclosed, including the top.
- 9.4. Appropriate plastic coloured cubicles must be conducted in clear plastic boxes with all sides enclosed, including the top.
- 9.5. No laser equipment may be left unattended in operable condition; and a staff member must always be present at the booth during Exhibition opening hours.
- 9.6. Any proposed advertising or demonstration at the Exhibition must receive the Organizers/Trade Fare Committee' advanced approval in writing.
- 9.7. All audiovisual equipment must be of a noise level so as not to cause any inconvenience to other exhibitors or visitors.
- 9.8. The Organizers/Trade Fare Committee reserve the right to appoint one or more exclusive audiovisual equipment suppliers where upon the Exhibitor shall be obliged to hire equipment from the exclusive supplier.
- 9.9. Publicity materials may only be distributed from the Exhibitors own stand No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition venue. No exhibits or advertising signs shall be places outside the confines of the Exhibitor's stand.
- 9.10. Gas filled balloons shall not be permitted in the Exhibition under any circumstances. Inflammable materials, such as jute, crepe paper, cardboard, corrugated board, natural fiber mats and inflammable plastic material, etc. shall not be used to construct or clad stand, nor for decorative purposes. Fabric materials draped on exhibition stands must be fire resistant.
- 9.11. The Exhibitor's stand must be manned by an authorised and competent representative of the Exhibitor at all times during the Exhibition. Such representatives must be fully conversant with Exhibitor's products and services and shall be duly authorised to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall ensure that the representative shall comply with these Rules and Regulations and with any and all direction which the Organizers/Trade Fare Committee or their organizers may given before or during exhibition.

- 9.12. The Organizers/Trade Fare Committee reserve the right to remove any exhibits or publicity material at the Exhibitor's expense which it considers in its absolute discretion to be hazardous, illegal, immoral objectionable or not to conform to the stand and setup of exhibition or not fall within the exhibit description of the Exhibition.
- 9.13. The Exhibitor warrants that the exhibits and package thereof and the publicity material do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise, and agrees to fully indemnify the Organizers/Trade Fare Committee and their Organizers contractors against all costs, expenses and damages arising from any third party's claim of infringements by the exhibitor and the Organizers/Trade Fare Committee of such third party rights.
- 9.14. Stand assembling, installation and decoration must be carried out within the time limits specified by the Organizers/Trade Fare Committee. The Organizers/Trade Fare Committee reserve the right to assemble, install or decorate any space which is not completed by that time at the Exhibitor's expense.
- 9.15. Repairs or alterations to the stand or display may only be carried out after the Exhibition is closed to visitors and with the prior permission of the Organizers/Trade Fare Committee.
- 9.16. No stand or exhibits shall be dismantled before the official closing time of the exhibition on the last day of the Exhibition.
- 9.17. No exhibition shall be allowed to be removed from the stand or the Exhibition venue once the Exhibition has been officially opened unless special permission has been given by the Organizers/Trade Fare Committee.
- 9.18. No Exhibitor shall engage or permit, sound or video recording, telecasting, and broadcasting at the Exhibition venue unless prior written approval is obtained from the Organizers/Trade Fare Committee.

#### **10. Publicity**

- 10.1 The Organizers/Trade Fare Committee shall arrange and be responsible for all publicity arrangements for the Exhibition, and no Exhibitor shall give or cause to be given any interview, public announcement, press statement or other publicity whatsoever intended to publicize the Exhibition as a whole.
- 10.2. The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organizers/Trade Fare Committee or any of the other exhibitors in the Exhibition acquired by way of the Exhibitor's license to exhibit.

#### **11. Move-in and Move-out of Stand Materials and Exhibits:**

- 11.1 Exhibitors shall move-in to the Exhibition venue according to the arrangements and within the limits specified by the Organizers/Trade Fare Committee .
- 11.2. The arrangement payment for transporting goods to and from the Exhibition venue are entirely the responsibility of the Exhibitor.
- 11.3. All exhibits, stand material and the like shall be removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the Organizers/Trade Fare Committee. Any exhibits or stand materials left behind at the Exhibition venue shall be deemed forsaken and shall be disposed off by the Organizers/Core Committee at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organizers/Core Committee.
- 11.4. The Organizers/Trade Fare Committee reserve the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in an out of the Exhibition venue.

#### **12. Exclusion of Liability:**

- 12.1. The Organizers/Trade Fare Committee shall not be liable in any way whatsoever in respect of loss, injury or other damage suffered or caused to the Exhibitor, its representatives, employees, contractors or organizer or the products or other property of the Exhibitor such parties.
- 12.2. The Organizers/Trade Fare Committee shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the exhibition.
- 12.3. The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Organizers/Trade Fare Committee from and against all liability, action, proceedings, claims, damages, cost and expenses whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by the Exhibitor of the Rules and Regulations.
- 12.4. The Exhibitor shall be responsible for effecting insurance which should include (but not be limited to) its displays, exhibits and stands against the loss or damage by theft, fire and any other natural causes, and shall produce such policy of insurance to the Organizers/Trade Fare Committee upon request.
- 12.5. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities stated in these Rules and Regulations as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizers/Trade Fare Committee upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or Organizers to any property of the Exhibition venue, the other exhibitors or the Organizers/Trade Fare Committee .
- 12.6 The Organizers/Trade Fare Committee reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition venue in respect of all monies due to the Organizers (including claims of damages) in connection with the Exhibition.

#### **13. Waive:**

- 13.1. The waiver by the Organizers/Trade Fare Committee of any Rules and Regulation shall not prevent the subsequent enforcement of these Rules and Regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.

#### **14. Termination of Right to Exhibit:**

- 14.1. The Organizers/Trade Fare Committee shall have the right to terminate without notice an Exhibitor's right to exhibit at the Exhibition in any of the following events: If an Exhibitor or any of its representatives commits a breach of any of these Rules and Regulations; or if an Exhibitor, being a corporate body, enters into a liquidation whether compulsory or voluntarily, or compounds with its creditors, or has a receiver appointed over all or any part of its assets, or taken or suffers any similar action in consequence of debt, or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members become bankrupt or insolvent, or enters into any arrangements with its creditors, or takes or suffers any similar action in consequence of debt; or if the Organizers/Trade Fare Committee in their sole and absolute discretion decide that such right shall be terminated.

14.2. In the event that an Exhibitor's right to cancel, alter in character , the Exhibitor shall have no claim for refund of any moneys paid to the Organizers/Trade Fare Committee

#### **15. Cancellation of Exhibition & Amendment:**

- 15.1. The Organizers/Trade Fare Committee reserve the right to cancel, alter in character, reduce in scale, shorten or extend the duration of the Exhibitor at any time without incurring any liability whatsoever the Exhibitor shall have no claim against the Organizers/Core Committee, whether for loss or damage, or return of all or part of the fees paid by the Exhibitor thereunder.
- 15.2. The Organizers/Trade Fare Committee reserve the right to change the plan, site character or venue of the Exhibition at any time without giving prior notice to the Exhibitor. Proportional allowance for space rental may be made if appropriate by the Organizers/Core Committee (in their absolute discretion) but they shall not be liable for any further compensation to the Exhibitor.
- 15.3. The Organizers/Trade Fare Committee reserve the right to alter and amend any of the Rules and Regulations and tariff herein and issue additional rules and regulations at any time they consider necessary for the orderly operation of the Exhibition.
- 15.4. Exhibitors shall abide by the rules and regulations of the Exhibition Centre which are deemed to be integral parts and incorporated into these rules and regulations.
- 16. Governing Laws:**
- 16.1. These rules and regulations shall be governed and constructed in all respect in accordance with the laws of the country of the Exhibition.
- 17. Sub Letting of Stalls/Islands:**
- 17.1. No sub-Letting or sharing will be allowed by either Organizers/Trade Fare members or any general category of stall holders. No sharing/subletting or division of stalls/island is permissible however sharing of stalls/island with foreign principal are permissible.
- 18. All disputes are subject to Raipur Jurisdiction only.**
- 19. Arbitration**
- 19.1. In the event of any difference or dispute arising out of or relating to the Exhibition/its Rules & Regulations or interpretation or working of any of the Rules & Regulations, the said difference/dispute shall be resolved through arbitration to be conducted under the rules of Indian Prosthodontic Society Arbitration Committee. Please confirm.
- 19.2. The arbitration shall be held in accordance with the provisions of "The Arbitration and Conciliation Act, 1996" or any other law for the time being in force within the territory of India.
- 19.3. The venue or place of arbitration shall be Raipur,(C.G.)
- 20. Force Majeure**
- 20.1. The Organizers/Trade Fare Committee shall not be held responsible if the said exhibition could not be held on the dates fixed on account of (a) any natural events, including but not limiting to earthquakes, floods, fire, plague, Acts of God and other natural disasters and (b) political and special events, including but not limiting to terrorism, riots or civil disturbances; war, whether declared or not; strikes change of law or regulation nuclear or chemical contamination, pressure waves from devices, travelling at supersonic speeds failure of public infrastructure.
- 21. The Organizers/Trade Fare Committee reserves its right to change / alter / remove any of the terms of the existing Rules & Regulations, without any prior notice in any manner whatsoever.**