

SPACE CONTRACT FORM (DOMESTIC)

SCHEDULE:


This Contract, which is collectively comprised of this Schedule, the attached Terms & Conditions, is entered into between the Organiser and the Customer (as defined below).

This Contract shall apply to the exclusion of any and all other terms and conditions which the Customer seeks to impose or incorporate, or which are or may be implied by trade, custom, practice or course of dealing. This is a contract between the Customer named below and the Organiser and is valid once signed and accepted by Customer.

CUSTOMER DETAILS:

Company Name:		
Chief Executive:	Designation:	
Contact Executive:	Designation:	
Address of Communication:		
Phone:	Direct:	Mobile:
Fax:	Email:	
Website:	GISTIN:	

SPACE BOOKING DETAILS:

BUILT-UP BOOTH @ INR 2,00,000/-	Details	Charges
 <p>Stand includes:</p> <ul style="list-style-type: none"> ⊕ Carpet Flooring ⊕ Octanorm System with White Panel ⊕ Fascia board with exhibitor's name ⊕ 2 Spot-Lights ⊕ 1 Reception Table ⊕ 2 Chairs ⊕ 1 Waste Paper Basket ⊕ 15 Amp Socket. 	Built-up Space: 4 sqm @ INR 2,00,000/-	₹
	Advertisement Show Catalogue Full Page Color - INR 1,00,000/Per Page (In Advertisement Section of Show Catalogue)	₹
	Total Charges	₹
	GST (@18% on Total)	₹
	Grand Total	₹

The Customer is required to pay the Organiser the Charges, as invoiced by the Organiser as specified in this Contract. The Customer shall pay all invoices submitted under this Contract within 14 days of the date of the corresponding invoice.

If the Organiser has not received cleared funds in respect of any payment due from the Customer on or before the relevant due date for payment, the Organiser reserves the right: (a) to cancel their booking & allocate their stand to any other customer; (b) to restrict, prevent or remove the Customer's access to, and participation of any Customer-Invited Delegates in, the Event; and (c) to suspend or withdraw any or all Event Rights; until such time as such overdue payment is paid in full before the start of the event.

ACCOUNT NAME	PHD Chamber of Commerce & Industry	CURRENT A/C NO.	602220100010035
BANK NAME	Bank of India	BRANCH NAME	Panchsheel Shopping Centre
IFSC CODE	BKID0006022	MICR CODE	110013023
SWIFT CODE	BKIDINBBNPL	BRANCH CODE	006022
PAN NO.	AAACP1438L	GST NO.	07AAACP1438L1ZE
BANK ADDRESS:	7, Panchsheel Shopping Centre, New Delhi-110016		
BILLER NAME:	PHD Chamber of Commerce & Industry		

Declaration: The duly authorized signatory, acting for and on behalf of the Customer, hereby declares that she/he acknowledges and accepts the terms & conditions as set out in this Contract and agrees to comply with the provisions herein contained.

Signed for and on behalf of THE CUSTOMER

Name: _____ Signature: _____

Designation: _____ Date: _____

Organised by:



Please E-Mail/Fax/Courier a copy of the duly filled form to:

INTERNATIONAL CLIMATE SUMMIT 2021

Contact : Shalinder Chauhan (Manager Sales)

4th Floor, Janki House, Plot No.-33, Sector-12 A,
Dwarka, New Delhi-110075, INDIA

Tel: +91 11 43013474 | Fax: +91 11 42171483 | Mob. : +91 9711433960

Email : shalinder@itenmedia.in

Co-organiser



TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions:
In this Contract, first-letter capitalised words and phrases shall mean as set out in the terms and conditions (the "Conditions") below:

"Customer"	means the entity identified on the front page of this Contract & on whose behalf the Contract is signed by the it's authorised representative;
"Event"	means the International Climate Summit 2021
"Customer Materials"	Materials originated by or on behalf of the Customer for use in connection with the Event;
"Organiser"	means PHD Chamber of Commerce & Industry
"Party"	a party to this Contract, including any permitted successor or assignee thereof;
"Parties"	The Customer & The Organiser
"Force Majeure"	any act, event, omission or cause or circumstance whatsoever beyond the reasonable control of the Organiser and which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable; including without limitation, the following: (a) events outside human control including acts of God, earthquake, flood, windstorm, fog and other extreme adverse weather or other natural disaster; (b) outbreak of hostilities, riot, civil disturbance, acts of terrorism; (c) fire or explosion; (d) breach, default, insolvency or financial distress of providers of essential technology, services or infrastructure, or shortage of labour or materials; (f) theft, malicious damage, strike, lock-out or industrial action of any kind; (g) epidemic or pandemic; or (h) any Applicable Law, including any Applicable Law made or issued in connection with any of the foregoing events or circumstances;

2. EXHIBITION AREAS, PARTICIPATION DETAILS AND BASIC CONDITIONS FOR PARTICIPATION:

- 2.1 SHELL SPACE DETAILS: A 4 sqm of Shell Space includes Side & Rear Panels, Fascia, Carpeting, 2 Spot-Lights, 1 Reception Table, 2 Chairs, 1 Waste Paper Basket & a 5 Amp Socket.

NOTE:

- The prospective customer should apply on the duly completed Space Contract Form together with payment. Allotment will be on "first come - first serve" basis subject to receipt of all payments in advance. All payments should be made by DD/Cheque/Wire Transfer in favor of "PHD Chamber of Commerce & Industry".
- Application for space, may be made in combinations/multiples of continuous plots/booths. For a combination of continuous, furnished indoor standard booth allotted, provision of partitions within the area would be optional.
- Rental includes passes for customer staff manning it's stand during the exhibition & one free entry in the fair catalogue. Additional entries for the group companies will be charged INR.30,000 per entry.
- The organiser reserves the right to reallocate space, change the layout, add or delete corridors in space plans-which may affect the orientation of some exhibitors. The decision of the organiser shall be final. The organiser also reserves the right to turn down applications for participation.
- Every customer will be entitled for one free non-residential delegate registration in the concurrent conference.
- Bank/Wire Transfer/Withholding Taxes and Charges will be borne by the remitter only. (i.e. the Customer).
- TDS certificate to be issued in favor of "PHD Chamber of Commerce & Industry".
- In case of outstanding dues against this contract, a no-dues certificate from the organiser would be required for taking stand possession on-site.

3. PAYMENT

- The Customer is required to pay the Organiser the Charges, as invoiced by the Organiser as specified in this Contract. The Customer shall pay all invoices submitted under this Contract within 14 days of the date of the corresponding invoice.
- If the Organiser has not received cleared funds in respect of any payment due from the Customer on or before the relevant due date for payment, the Organiser reserves the right: **(a)** to cancel their booking & allocate their stand to any other customer; **(b)** to restrict, prevent or remove the Customer's access to, and participation of any Customer-Invited Delegates in, the Event; and **(c)** to suspend or withdraw any or all Event Rights; until such time as such overdue payment is paid in full before the start of the event.

4. EVENT CANCELLATION, POSTPONEMENT OR MODIFICATION

- The Organiser may cancel, postpone or modify the format of the event, with immediate effect on giving notice in writing to the Customer, if: **(a)** Force Majeure has occurred or arisen which affects or is reasonably anticipated by the Organiser to affect the ability of the Organiser to host or facilitate the Event; or **(b)** any Authority issues or makes any Applicable Law which prohibits, restricts or advises against the Event.
- The Organiser may cancel, postpone or modify the format the Event, with immediate effect on giving notice in writing to the Customer if, due to events outside the Organiser's control (whether or not declared as Force Majeure, including without limitation prevailing market conditions), the Organiser considers in its sole discretion that the Event will not be economically or operationally viable, or will adversely affect the brand or reputation of the Organiser, or will present public health, safety or security concerns.
- In the circumstances of cancellation, postponement or modification of the Event pursuant to clauses **(4.1)** and **(4.2)**, the Customer hereby agrees that: (a) the Organiser shall not have any liability to the Customer to make any refund or repayment to the Customer or pay any compensation or damages to the Customer in connection with such cancellation, postponement or modification (as applicable); and (b) the Customer hereby irrevocably agrees to waive and release the Organiser from any and all claims, losses, damages, costs and expenses (whether known or unknown, and including all future claims) arising from or connected to any such cancellation, postponement or modification.
- In the event that the Organiser serves notice of postponement or modification of the event format pursuant to clause **(4.1)** or clause **(4.2)**, this Contract shall remain in full force including the Customer's obligations to pay the full Charges, as invoiced by the Organiser as specified in this Contract.

5. WARRANTIES AND DISCLAIMERS

- The Customer represents, warrants and undertakes to the other that: **(a)** it has full capacity and authority to enter into and to perform this Contract; **(b)** this Contract is executed by a duly authorised representative of the customer; and **(c)** once duly executed, this Contract will constitute its legal, valid, binding and enforceable obligations.
- Organiser does not make any warranty or representation as to: **(a)** the success, size, content, reputation or format of the Event; **(b)** the presence of any third party sponsor, partner, service provider, delegate or speaker at the Event; **(c)** the level or effectiveness of any publicity or promotional activity concerning the Event; and any and all statements made by or on behalf of the Organiser in connection with the event shall accordingly be interpreted by the Customer as non-binding statements of opinion or belief.
- To the fullest extent permissible by law, the Organiser accepts no liability for: **(a)** any decision to reject, omit or remove any Customer Materials; **(b)** any errors or omissions made in, or in the posting of, any Materials relating to the Event (including Customer Materials); or **(c)** damage to or loss of, or corruption of, any Customer Materials or media containing Customer Materials.

6. INDEMNITY & LIABILITY

- The Customer shall indemnify, defend and hold harmless the Organiser and the Organiser's affiliates and their respective officers, directors, employees, agents, principals, subcontractors, licensors, licensees, representatives, customers/clients and end users from and against any and all claims, liabilities, losses, damages, suits, actions, proceedings, judgments, costs and/or expenses (including legal fees and expenses on a full indemnity basis), arising out of or resulting from or in connection with: **(a)** any of the representations and/or warranties under this Contract by the Customer being, proving to have been, or becoming incorrect or untrue; **(b)** any breach by the Customer of any of its obligations under this Contract; **(c)** any claim by any third party that the advertisement, reproduction, display, publishing, posting or use of the Customer Materials or any part thereof, or the use by the Organiser of the Customer's trade marks as licensed to the Organiser in connection with the Event, infringes any intellectual property, proprietary, legal and/or equitable rights of such third party; **(d)** any libel, slander, defamation, fraud, misrepresentation or any other tort attributable to the Customer or the Customer Materials of or provided by the Customer; **(e)** any inaccuracies, errors, omissions, false or misleading representations, and/or misrepresentations in or in relation to the Customer Materials of or provided by the Customer; **(f)** any violation by the Customer of any Applicable Law; **(g)** any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Customer) arising from the default or negligence of the Customer or any breach by the Customer of the terms of this Contract; and **(h)** the recovery by the Organiser of any and all amounts overdue for payment hereunder, or the protection, enforcement or exercise by the Organiser of its rights and remedies as against the Customer under this Contract.
- The Organiser shall not in any circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: **(a)** any direct or indirect loss of revenue, goodwill, profit, business, contracts, business opportunity or anticipated savings; or **(b)** indirect, consequential, special or punitive loss, damage, costs or expenses; arising under or in connection with this Contract.

Organised by:



Please E-Mail/Fax/Courier a copy of the duly filled form to:

INTERNATIONAL CLIMATE SUMMIT 2021

Contact : Shalinder Chauhan (Manager Sales)

4th Floor, Janki House, Plot No.-33, Sector-12 A,
Dwarka, New Delhi-110075, INDIA

Tel: +91 11 43013474 | Fax: +91 11 42171483 | Mob. : +91 9711433960

Email : shalinder@itenmedia.in

Co-organiser



TERMS & CONDITIONS

- 6.3 Subject to clauses, the total and aggregate liability of the Organiser to the Customer under or in connection with this Contract, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total amounts (excluding GST or other tax or duty, if applicable) unconditionally paid by the Customer and received by the Organiser under this Contract in the 12 month period immediately preceding the date on which the claim arose. The Organiser shall not be liable for any claim made by the Customer more than one year after the Event giving rise to such claim.
- 7. TERMINATION BY CUSTOMER**
- 7.1 The Customer shall be entitled to terminate this Contract with immediate effect upon giving written notice to the Organiser, if an Insolvency Event occurs or arises with respect to the Organiser.
- 7.2 Save as provided in clause 7.1 above, the Customer shall not be entitled to terminate this Contract with respect to any Event or otherwise cancel the Event Rights contracted for hereunder.
- 7.3 If the Customer terminates this Contract (except as provided in clause 7.1 above) the Customer will be required to pay the Organiser 100% of the Charges, as invoiced by the Organiser as specified in this Contract. The Customer shall pay all invoices submitted under this Contract within 14 days of the date of the corresponding invoice or date of termination of the Contract whichever is earlier.
- 8. TERMINATION BY ORGANISER**
- 8.1 The Organiser may terminate this Contract with immediate effect upon giving written notice to the Customer, if the Customer fails (in breach of its obligations hereunder) to pay any sum due on or before the due date for payment.
- 8.2 The Organiser may terminate this Contract with immediate effect upon giving written notice to the Customer, if: **(a)** the Customer is in material breach of any obligation under this Contract **(b)** if an Insolvency Event occurs or arises with respect to the Customer; **(c)** if the Customer challenges the ownership or validity of any of the Intellectual Property of the Organiser; **(d)** the Customer conducts any activity which, in the sole and absolute opinion of the Organiser, constitute deception, misrepresentation or fraud; **(e)** in the event of cancellation of the Event by the Organiser pursuant to clauses 4.1 or 4.2
- 9. FORCE MAJEURE**
- 9.1 If at any time any circumstances of Force Majeure arise or occur affecting the Organiser or the Event, the Organiser shall not, with effect from the date of notification of Force Majeure to the Customer in accordance with this clause, be liable to the Customer for any failure or delay in the hosting of the Event or in performing any of its other obligations under this Contract insofar as such failure or delay is caused by the notified Force Majeure. The Organiser shall notify the Licensee in writing of any Force Majeure for which it intends to rely upon this clause, and shall with effect from the date of such notification take all such steps as reasonably necessary and proportionate to reduce or mitigate the impact of such Force Majeure so far as practicable.
- 10. GENERAL**
- 10.1 No amendment of this Contract shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
- 10.2 Except as otherwise stated in this Contract, the rights and remedies of each Party under this Contract are in addition to and not exclusive of any other rights or remedies under this Contract or the general law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Contract is not a waiver of that or any other right. Partial exercise of any right under this Contract shall not preclude any further or other exercise of that right or any other right under this Contract. Waiver of a breach of any term of this Contract shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 10.3 A Party giving an indemnity under this Contract shall be liable to make payment under the indemnity on demand from the time when the liability being indemnified is incurred by the other Party, whether or not the other Party has satisfied or discharged the liability.
- 10.4 If any provision of this Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: **(a)** the legality, validity or enforceability in that jurisdiction of any other provision of this Contract; or **(b)** the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Contract. Whilst the Parties consider the provisions contained in this Contract reasonable, having taken independent legal advice, if any one or more of the provision(s) are adjudged alone or together to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).
- 10.5 This Contract constitutes the entire Contract between the Parties with respect to the subject matter of this Contract, and supersedes and extinguishes any prior drafts, Contracts, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the Parties relating to such subject matter. Each Party acknowledges to the other that it has not been induced to enter into this Contract by, nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of, the other Party or any other person save for those contained in this Contract.
- 10.6 Notwithstanding any provision of this Contract to the contrary, all clauses which are expressed or intended to survive expiry or termination of this Contract for any reason whatsoever shall continue in full force and effect after expiry or termination, including without limitation clauses to inclusive.
- 10.7 Nothing in this Contract is intended to or shall operate to create a partnership or joint venture of any kind between the Customer & the Organiser, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 10.8 All notices between the Parties with respect to this Contract shall be in writing and signed by or on behalf of the Party giving it. In the case of any notice served by email, the notice shall state that it is served as a notice under this Contract and an email so marked shall be deemed to be signed for the purposes of this clause if the name of the sender appears in a signature position after the body of the email and has not been added automatically by the sender's email server. Any notice referred in this clause may be served: **(a)** by delivering it in person or by courier; **(b)** by first class pre-paid post or recorded delivery; or **(c)** by email. Notices shall be deemed to have been received: on the day of delivery (if delivered in person or by courier); or two business days after posting exclusive of the day of posting (if sent by post or recorded delivery); or at the time and date of transmission, as evidenced by a delivery receipt and provided no bounce-back emails are received (if sent by email). No notice or communication given under this Contract shall be validly served if sent by text or multi-media messages via mobile phone, or if sent by any instant messaging or similar platform.
- 10.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of India. The parties irrevocably agree that the courts of Delhi have the exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) and the parties hereby irrevocably submit to the exclusive jurisdiction of the Delhi courts.
- 11. SALE OF EXHIBITS:** Sales are not allowed during the Fair. However negotiations for sale may be conducted. Removal of any exhibit during the fair period is also prohibited.
- 12. EXHIBITS FOR DISPLAY:** Exhibits for display during the ICS 2021 can be brought into the venue from 03rd September 2021, 0800 hrs onwards.
- 13. REMOVAL OF EXHIBITS:** All Materials must be removed by 1900 hrs on 03rd September 2021. Organizer will not be responsible if Customer fails to comply with, detailed guidelines & conditions enumerated in the Exhibitors information Manual.
- 14. DAMAGES TO THE EXHIBITION GROUND:** Any damages to the exhibition ground caused by the customer, customer staff, customer vendors during the build-up, event or dismantling of their stand will borne by the customer in totality. The cost of such damages to the Exhibition ground will be calculated by the Venue Authorities & is beyond the control of organisers.
- 15. INSURANCE:** Against all ascertainable risks from transportation to display and removal should be done by the customer at their cost. Organizer will in no way be responsible for the same.
- 16. PHOTOGRAPHY:** The organiser reserves the right to photograph any exhibit for their use.
- 17. SETTLEMENT OF DUES:** Any and all expenses chargeable to customer must be settled before the closure of the Exhibition to ensure smooth removal of goods from the fair site.
- 18. DISPUTE RESOLUTION AND GOVERNING LAW:** All unresolved matters, questions, dispute or differences whatsoever arising between the exhibitor and organiser shall be settled by arbitration in accordance with the rules of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English Language in New Delhi, India. The arbitration agreement contained in this paragraph shall be solely and exclusively governed by the laws of India.

Declaration: The duly authorized signatory, acting for and on behalf of the Customer, hereby declares that she/he acknowledges and accepts the terms & conditions as set out in this Contract and agrees to comply with the provisions herein contained.

Signed for and on behalf of THE CUSTOMER

Name: _____ Signature: _____

Designation: _____ Date: _____

Organised by:



Please E-Mail/Fax/Courier a copy of the duly filled form to:

INTERNATIONAL CLIMATE SUMMIT 2021

Contact : Shalinder Chauhan (Manager Sales)

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Co-organiser

