

# SHEDA KUCHING BRANCH 2<sup>nd</sup> HOME & PROPERTY ROADSHOW 2018

## TERMS & CONDITIONS OF PARTICIPATION

### 1. TERMS OF REFERENCE

Unless otherwise determined by the Organiser, under the rules and regulations and regulations of this contract, the following terms of reference shall apply:- "Contract" shall mean the contract for space at the Event between the Organiser and the Exhibitor, which incorporates these Terms and Conditions of Participation; "Event" shall mean the SHEDA Kuching Branch 2<sup>nd</sup> Home & Property Roadshow 2018 referred to in the application and contract form; "Exhibitor" shall mean any company, partnership, firm or individual and shall include all employees, servants and/or agents of the same, to whom space has been allocated for the purposes of the Event; "Organiser" shall mean SHEDA Kuching Branch; and "Venue" shall mean Ground Floor, Centre Court and North Court, AEON Mall, Kuching, Sarawak, Malaysia.

### 2. APPLICATION FOR PARTICIPATION

Applications for participation shall be made in the prescribed Booking Form and submitted to the Organiser. The submission of the Booking Form together with full payment shall be deemed to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. Notwithstanding the above, the Organiser reserves the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

### 3. TERMS OF PAYMENT

Full payment is payable to **SHEDA KUCHING BRANCH (AmBank Account No. 8881008347739)** upon submission of the Booking Form. Any cancellation after the issuance of the invoice shall be subject to a 50% penalty charge on the price of the booth reserved.

### 4. ASSIGNMENT OF BOOTH

The Organiser reserves the absolute right to assign booths to Exhibitors in the manner and arrangement it sees fit for the Event. Any sub contractor used by Exhibitors must first be vetted by SHEDA Kuching Branch.

### 5. CANCELLATION AND DEFAULT IN PAYMENT

In the event of any cancellation or default in payment by the Exhibitor, the Organiser reserves the right to terminate the Contract with immediate effect and retain any payment made by the Exhibitor. The Organiser reserves the right to re-let the affected space contracted by the defaulting Exhibitor. In the event the Organiser having elected but is unable to re-let the affected space, the defaulting Exhibitor shall be liable to indemnify the Organiser by paying the entire unit cost to the Organiser as liquidated damages for the loss of rental.

### 6. BUILD-UP AND TEAR-DOWN PERIOD

Exhibitors are to comply with the build-up and tear-down scheduled as follows:-

**Move In : 7 November 2018 (Wednesday) from 7.00 am - 10.00 am**

**Move Out : 11 November 2018 (Sunday) from 10.00 pm onwards**

Exhibitors MUST load and unload materials, goods and fixtures and/or garbage through the Venue's Loading Bay outside of the Business Hours of the Venue. The Venue shall at any time, have the right to stop, obstruct, delay and/or postpone the loading and/or unloading process without any further notice. The Organiser shall have no responsibility or liability for any loss, damage, delay and/or postponement suffered by Exhibitors as a result of non-compliance.

### 7. BUSINESS HOURS

Exhibitors are to operate according to the Venue's business hours, failure which will result in a deterrent fee of **Ringgit Malaysia Five Hundred (RM500) only** for each day of non-compliance. Exhibitors are to strictly comply with these hours:

**Sunday – Thursday : 10.00am – 10.00pm**

**Friday – Saturday : 10.00am – 10.30pm**

### 8. USE OF RENTED SPACE

Exhibitors are not allowed to extend or build booths or place exhibits outside the contracted space or on the overhead area. No exhibit or material which may cause danger or damages to people or property, will be allowed within the Venue. Exhibitors must forward a copy of 2D and 3D special booth design (if any) and proposed work schedules to the Organiser latest by 26<sup>th</sup> October 2018. Exhibitors shall not change or otherwise alter the original design during the Event without the Organiser's knowledge or approval. Exhibitors are not allowed to sub-let or assign the booths assigned to them to any 3<sup>rd</sup> party whether wholly or in part, without the WRITTEN consent of the Organiser.

### 9. DAMAGES

Exhibitors will be liable for any damage caused by their employees, servants or agents, to the wall, carpet, pillars, doors or any other part of the Venue. Exhibitors shall not paint or affix anything to any wall or alter in any way whatsoever, any wall, floor, ceiling or pillar without the prior consent of the Organiser.

### 10. ELECTRICAL SUPPLY RULES & REGULATION

Exhibitors are to comply with the rules and regulations under the prevailing Malaysian laws or where the law is silent, according to generally accepted international standards. The Organiser reserves the right to stop any activity of any Exhibitor should the said Exhibitor is deemed to have violated the rules and regulations. Exhibitors shall have no claim against the Organiser for any delay, interruption or failure of electricity supply to the Exhibitors at the Event from any cause whatsoever.

### 11. FIRE REGULATIONS

All materials in the booth must comply with the prevailing government regulations on fire safety. The Organiser reserves the right to stop any activity that is deemed a potential fire hazard.

### 12. INSURANCE, LIABILITY & RISKS

The onus is on Exhibitors to take up appropriate insurance coverage against any claims arising from injury to persons or loss of property in their respective booths throughout the Event period. The Organiser and the Event Manager (TEEM) shall be duly indemnified by the Exhibitor against any injury or loss arising from the Exhibitor's participation in the Event.

### 13. SECURITY

Exhibitors are solely and fully responsible for their own exhibit material and should take necessary steps to insure their exhibit against loss or damage from any cause whatsoever. Exhibitors also agree to waive rights of subrogation against the Organiser, its officers, directors, employees, and agents as a result of any breakage, leakage, accident or event occurring in the Venue.

### 14. CLEANING

The Exhibitors are STRICTLY responsible for the cleanliness of their space area during the whole Event and arrange for regular removal of all trade wastes, trash and garbage from their space area.

### 15. TERMINATION

The Organiser shall be entitled to terminate this Contract immediately by giving Notice of Termination in writing to the Exhibitor in the event the Exhibitor breaches or fails to perform any obligation or provision under these Terms of Contract. Upon receipt of Notice of Termination from the Organiser by the Exhibitor all rights granted to the Exhibitor by the Organiser made under the Contract shall cease and the Exhibitor shall immediately cease all participation in the Event and shall remove all materials, posters and other items belonging to the Exhibitor from the Exhibitor's booth(s). If the Exhibitor does not comply with this provision within one (1) hour of receipt of the Notice of Termination, the Organiser shall be entitled to evict the Exhibitor and remove all materials, posters and other items belonging to the Exhibitor from the Exhibitor's booth(s). Upon termination of this contract, the Organiser shall be entitled to retain any and all payment (being payment for the Exhibitor's participation in the Event) made by the Exhibitor to the Organiser.

### 16. QUALIFIERS

#### \* *Changes and Alterations*

The Organiser reserves the right to change the Venue, date, booth size arrangement, assignment, layout and duration of the Event should circumstances warrant it, in which case, the agreement by the Exhibitor to participate shall remain in force without entitlement to any claims for compensation or replacement in connection with the changes.

#### \* *Interpretation*

The Organiser reserves the right to make such changes, amendments and additions to these terms as and when considered necessary for the proper conduct of the Event. The interpretation of any terms and conditions rests entirely with the Organiser whose decision shall be binding and final.

#### \* *Dispute and Arbitration*

Any dispute between Organiser and Exhibitor regarding the interpretation of this contract shall be referred to a mutually agreed independent arbitrator under Malaysian law.

#### \* *Liability*

Under no circumstances will Organiser be liable for lost of profits or other incidental or consequential damages. The Organiser shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond its control. The rights of Organiser under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of the Organiser.

#### \* *Permit from Relevant Authority*

For the use of music and software in whatever form at the Event, the Exhibitor shall be responsible to obtain written permission for the use of the said literary work from the publisher or its representative. This Event is not a cheap sale event. Should Exhibitors want to offer goods on cheap sale, they are solely responsible in obtaining approval from the relevant authority. Distribution of pamphlets and/or any other promotional material is not allowed in the Mall or in the parking area (other than the designated exhibition space).

### 17. EXHIBITION SPACE

**All exhibition space come complete with the following items:**

**Space of 2m x 3m or 3m x 3m with carpet**

**1 x 13Amp Power Point,**

**1 x Reception Table with Skirting**

**2 x Folding Chairs & 1 x Wastepaper Basket.**

**Advertising Board / Backdrop Structure must not exceed (8) feet in height.**