

# FACON EDUCATION FAIR Incorporating POSTGRADUATE 2007

KUCHING	: DECEMBER 09, 2007	: HOLIDAY INN KUCHING
SIBU	: DECEMBER 10, 2007	: TANAHMAS HOTEL
MIRI	: DECEMBER 12, 2007	: GRAND PALACE HOTEL
TAWAU	: DECEMBER 15, 2007	: HERITAGE HOTEL
KOTA KINABALU	: DECEMBER 16, 2007	: PROMENADE HOTEL
SANDAKAN	: DECEMBER 17, 2007	: SANDAKAN HOTEL

Exhibitor's / Organizer's Copy

Please complete section 1 and 2 and return copy to:

**FACON EXHIBITIONS SDN BHD – 132551T**

No. 10B, Jalan Desa Jaya  
Taman Desa  
58100 Kuala Lumpur, Malaysia

TEL : 60-3-7981 8766  
FAX : 60-3-7981 8771  
EMAIL : sales@faconex.com

## CONTRACT FOR PARTICIPATION

### 1. APPLICATION FOR SPACE (Deadline : October 15, 2007)

Name of Company			
Address			
Contact Person		Designation	
Telephone		Fax	
Email			

We would like to confirm our participation at the following venues:

CITIES	PARTICIPATION COSTS	QTY	TABLE NO(S)	SUB TOTAL
KUCHING	RM1,700.00 per table with 4 chairs			RM
SIBU	RM1,700.00 per table with 4 chairs			RM
MIRI	RM1,700.00 per table with 4 chairs			RM
TAWAU	RM1,700.00 per table with 4 chairs			RM
KOTA KINABALU	RM1,700.00 per table with 4 chairs			RM
SANDAKAN	RM1,700.00 per table with 4 chairs			RM
<b>GRAND TOTAL</b>				<b>RM</b>

### 2. CONTRACT OF ACCEPTANCE

We accept the TERMS OF CONTRACT (please refer to back page) for participation and shall be sending you the required payment, 50% deposit / full payment, amounting to RM \_\_\_\_\_ upon receipt of invoice.

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature & Company Stamp**

### 3. CONTRACT FOR PARTICIPATION (FOR OFFICIAL USE ONLY)

Booth and Table allocations:

VENUES	TABLE NOS.	VENUES	TABLE NOS.
KUCHING		SIBU	
MIRI		TAWAU	
KOTA KINABALU		SANDAKAN	

50% Deposit : Inv. No. : \_\_\_\_\_ Date : \_\_\_\_\_ Amount : RM \_\_\_\_\_  
50% Balance Payment : Inv. No. : \_\_\_\_\_ Date : \_\_\_\_\_ Amount : RM \_\_\_\_\_

\_\_\_\_\_ **Date**

\_\_\_\_\_ **for FACON EXHIBITIONS SDN BHD**

# TERMS OF CONTRACT

## 1. TERMS OF REFERENCE

In these rules and regulations the terms "Exhibitor" shall include all employees, servants and agents of any company, partnership firm or individual to whom space has been allocated for the purposes of exhibiting. The term "Exhibition" shall mean FACON EDUCATION FAIR Incorporating POSTGRADUATE 2007. The term "Organizers" shall mean Facon Exhibitions Sdn Bhd and International Trade Fairs (S) Pte Ltd. The term "Contract" shall mean the contract for stand at the Exhibition entered into between the Organizers and the Exhibitor, which incorporates the rules and regulations.

## 2. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed application form. The application form shall be submitted to the Organizers or their Representatives accompanied by the required deposit equivalent to 50% of the total rental and / or stand charges. The submission of the application form shall deem to be confirmation of participation and acceptance of the TERMS OF CONTRACT. The Organizers shall reserve the right to accept or refuse any application without reasons thereof.

## 3. ALLOCATION OF BOOTH

The Organizers shall allocate the booth in accordance with the nature of exhibits or in the manner they deem fit. The Organizers shall reserve the right to change the booth allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand, and to alter the size and dimensions of the booth, to transfer or close entrances and exits to the Exhibition hall and to undertake other structure alterations as they deem fit. Such changes shall be at the discretion of the Organizers and the Exhibitor shall have no claims for compensation as a result of the changes.

## 4. USE OF BOOTH

Exhibitors are bound to exhibit the announced products and to man the stand with competent personnel during the opening hours of the Exhibition. The Organizers reserve the right to refuse admittance to any visitor to the Exhibition or to have access to the parties either wholly or in part without the written consent of the Organizers. Exhibitors will be liable for any damage to the wall or the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceiling, pillars or walls without the prior consents of the Organizers.

## 5. TERMS OF PAYMENT

50% deposit of the stand rates payable upon booking. The balance shall be paid on or before October 15, 2007. Payment by the stipulated date is a pre-requisite condition governing participation in the Exhibition. In the event of default in payment by the stipulated date, the Organizers shall reserve the right to refuse participation and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.

## 6. BREACH OF CONTRACT AND WITHDRAWAL BY EXHIBITOR

Without the prejudice to the rights and remedies of the Organizers in respect of any breach of the Contract on the part of the Exhibitor, the Organizers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

- The Exhibitor must give written notice to the Organizers that he desires to withdraw and if the Organizers allows such withdrawal, they will notify the Exhibitor of their decision in writing;
  - Any such notification by the Organizers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organizers of a consideration for release from the Contract;
  - The amount of such payment will be specified in the Organizers' notification to the Exhibitor and will be that proportion of the booth rental payable under the Contract specified in the second column below which appears beside the time in the first column below upon which the Organizers receive the notification from the Exhibitor:
- | Time Of Receipt By Organizers Of Notice Of Withdrawal                              | Proportion Of Value Of Contract Payment |
|------------------------------------------------------------------------------------|-----------------------------------------|
| Within 30 days of signing contract                                                 | 20%                                     |
| Within 60 days of signing contract                                                 | 40%                                     |
| Within 90 days of signing contract                                                 | 70%                                     |
| After 90 days of signing contract                                                  | 100%                                    |
| Notwithstanding the above contract - signed within 60 days prior to the exhibition | 100%                                    |
- Upon payment of such amount to the Organizers by the Exhibitor (credit being given by the Organizers for all rental already paid by the Exhibitor), the Contract shall be cancelled and neither party shall have any further claim against the other.
  - In the event of any time on the part of the Exhibitor to observe and perform any of the provisions of the Contract, the Organizers shall have the right to terminate the Contract forthwith by written notice to that effect, in which event, rental then paid by the Exhibitor shall be forfeited and retained by the Organizers. The Exhibitor shall indemnify the Organizers in respect of all costs losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure

## 7. CHANGES

The Organizers reserve the right to change the venue and duration if exceptional circumstances demand. In the event of change of venue and / or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed at least a month before the changes. In the event of a change of venue and / or date or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claim for compensation in connection with their booking for participation.

## 8. CONSTRUCTION AND DECORATION OF BOOTH / TABLE

Exhibitor will be allowed to erect and decorate their booth / table as per scheduled in the Information & Order Manual. Any damages caused by the Exhibitor or their contractors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time scheduled by the Organizers.

## 9. LIGHTING AND ELECTRIC

All Exhibitors using the Equipped Booth will be provided with booth services as per scheduled in the Information & Order Manual. Exhibitor must order extra fitting and electrical connection from the Official Contractor who will undertake all electrical work. The Organizers reserve the right to change double the scheduled rates for electrical installations and booths which are not completed within the stipulated time limit. Electrical supply and service will not be guaranteed for booths that are not completed within the stipulated time limit.

## 10. MOVEMENT OF EXHIBITS

- Exhibitors shall bear the responsibilities and expenses for the transport of exhibits to the Exhibition venue;
- Exhibitors shall make their own arrangement for storage and warehousing of their exhibits;
- Exhibitors shall submit a list of exhibits to the Organizers at least ten (10) weeks prior to the Exhibition;
- No exhibit will be allowed in or out of the Exhibition hall without a delivery order or clearance form;
- Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of the delay or damage to the Exhibition hall.

## 11. FAILURE OF SERVICES

The Organizers shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of scheduled exhibit from the period advertised or specified due to:

- Force Majeure;
- Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition;
- Fire, flood, tempest excessively inclement weather, earthquake or a combination of the same;
- Damage caused by an aerial object of aircraft;
- Strikes or lockouts by workman AND in the event of the Exhibition is cancelled, reduced or postponed then and in any event the fees paid to the Organizers, or any part thereof may be refunded at the sole discretion of the Organizers to the Exhibitor BUT without prejudice to the Organizers' right to appropriate the entire sum or any part thereof for its own purpose.

And where goods or services are supplied to the Organizers in exchange for free space or other considerations, the Organizers shall not be liable for the payment or refund of the same.

## 12. SECURITY

The Organizers shall take security precaution in the interest of the Exhibitors and visitors. However, the Organizers shall not be held responsible for any loss or theft of exhibits at the Exhibition hall during the build-up, exhibition and dismantling period. The Organizers shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

## 13. FIRE REGULATIONS

All materials used in stand and exhibition construction must be properly fireproof in accordance with local regulation. Fire marshals will patrol the Exhibition hall and will be authorized to limit any demonstration that is potential fire hazards.

## 14. INSURANCE, LIABILITY AND RISKS

All Exhibitors shall insure, indemnify and hold the Organizers and venue owner harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the said Exhibitor's booth during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be responsibilities of the Exhibitors. Exhibits shall be placed at the Exhibitor's own risk and the Organizers shall not be held responsible for any theft or loss of the exhibits. Exhibitors are advised to fully insure all exhibits during the tenancy of the Exhibition.

## 15. SUPPLEMENTARY CLAUSES

Whenever necessary, the Organizers shall have the right to issue supplementary regulations in addition to those in the Terms Of Contract to ensure the smooth management of the Exhibition. Any additional written regulations / instructions shall form part of the Terms Of Contract and they shall be binding on the Exhibitors. Exhibitors shall not assign this Terms Of Contract without the express consent of the Organizers in writing.

The Exhibitors shall be liable to pay to the Organizers all legal costs (including Solicitor and Client's cost) charges and expenses which the Organizers may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment for all or any part of the monies hereby agree to be paid by the Exhibitor.

This Contract shall be governed and construed in accordance with the laws of Malaysia and shall be subjected to the non-exclusive jurisdiction of the Courts of Malaysia. The Exhibitor hereby agrees that where any actions or proceedings are initiated and taken in Malaysia, the Exhibitor shall submit to the Jurisdiction of the Courts of Malaysia.