



## LICENSE TERMS & CONDITIONS FOR ORGANIZING EXHIBITIONS/EVENTS AT HITEX

Version 1.2 (2011-12) w.e.f 1<sup>st</sup> April, 2011. This supersedes all our previous versions.

Organizer(s) : \_\_\_\_\_  
(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Event Name(s) : \_\_\_\_\_

Nature of Event(s): \_\_\_\_\_

No. of Days : \_\_\_\_\_ (From \_\_\_\_\_ to \_\_\_\_\_ )  
(Including stalls set up and dismantling days)

Timings of the Show:

### 1. Venue Requirement:

S.No	Venue Description	Requirement
1	Hall 01 of 3,500 SQM equipped with <b>250 TR</b> central air conditioned & with adequate lighting facility.	
2	Hall 02 of 3,500 SQM equipped with <b>250 TR</b> central air conditioned & with adequate lighting facility.	
3	Hall 03 of 3,500 SQM equipped with <b>250 TR</b> central air conditioned & with adequate lighting facility.	
4	Open exhibition area of 30,000 SQM in different options.	

- 2. Approval:** For any international event, the Organizer(s) is required to obtain necessary approval of Department of Commerce, Ministry of Commerce & Industry, Government of India or ITPO as per the prevalent norms of Government of India.
- 3. Usage:** Use of facilities including exhibition halls would be restricted to trade & commerce and industry related activities. However, facilities could be permitted to be used for cultural/ social activities, fashion shows. These shall not be utilized for activities related to religion and politics.
- 4. Validity** of the offer made vide HITEX's offer letter/ proforma invoice is for 3 days from the date of issue. Acceptance of the offer letter received without advance payment as per the schedule given in Clause 4 will not be treated as acceptance. The offer will be treated as 'Withdrawn' and the offered space will be considered available for licensing out to other fair Organiser(s).

5. **Payment Details:** The Organizer(s) has to pay the following charges,  
a) **License Fee / Tariff**

- i) **Indoor Exhibition Area:**  
**Available on Request**
- ii) **Open Exhibition Area Charges:**  
**Available on Request**

**The Service Charge & Service Tax shall be charged extra as applicable on these charges.**  
**Payment Schedule:**

- ◇ 1st payment of 25% as advance of the full value of proforma invoice/ licence fee, at the time of making the booking.
- ◇ 2nd instalment of 25% of the full value of the proforma Invoice/ license fee, three months before the event or as applicable.
- ◇ Balance 50% amount of the full value of the proforma invoice/ license fee, One month before the event date.
- ◇ Deposit as per Clause 5 (d) are refundable after deducting for additional services or any damage incurred during the event.
- ◇ In case if the Organizer fails to adhere the above mentioned payment schedule, HITEX reserves the right to charge panel interest @ 24% per annum on the outstanding unpaid balance.

*In case of withdrawal / cancellation / preponement / postponement, partial or full de-reserving of the Space during the License Period, surrender charges shall be imposed as in **Surrender of space Policy (Clause 6).***

- b) **Lighting charges** (including Air Conditioning) shall be extra as per actual consumption (units) and tariff approved by HITEX at the time of the exhibition. Power backup for each hall – for general lighting only - with appropriate DG set for the event will be arranged by HITEX.
- c) **Damages to HITEX Property & Deposit:** Incase of any damage to HITEX’s properties, the organizer(s) shall be solely liable to bear the costs towards repair/replacement of the damages.
- d) The Organizer(s) have to make a **Deposit** of minimum **Rupees Two Lakhs per hall**, before the start of the exhibition. This amount would be refunded after adjusting for costs/repairs for damages to halls, if any, immediately after the exhibition.

## 6. Surrender of Space Policy:

Incuse the Organizer/ Party/ Association/ individuals decides to surrender the whole or part of the booked space at HITEX , for any reason whatsoever, prior to the date of event / exhibition / fair the Organizer/ Party/ Association/ individual will have to pay the penalty to the HITEX and the penalty shall be calculated on the basis of the chart mentioned herein below:

Notice Period	Penalty Rates (As % of License fee/ Proforma Invoice)
more than 60 days	25%
31 - 60 days	50%
0 - 30 days	100%

## 7. Payment Terms & Conditions:

- a) All payments to HITEX are to be made by Demand Draft drawn in favor of "**Hyderabad International Trade Expositions Ltd.**", payable at Hyderabad. However, Local Cheques at par Cheques can be accepted, in which case confirmation will be given by HITEX after realization of amounts.
- b) The rates and charges quoted by HITEX either through any Rate list or any correspondence are subject to revision at any time without prior notice besides the annual revision at the beginning of each financial year i.e., w.e.f. 1<sup>st</sup> April every year.

## 8. Submission of Layout Plans:

Organizer(s) should strictly comply with guidelines set forth by HITEX for using the halls at HITEX Centre. Architectural / Booth layout plans for the exhibition space are required to be submitted by the Organizer(s) to HITEX for approval at least one month before the date of possession of the halls/ exhibition space. HITEX will not permit construction of Stall in case of non-submission of layout plans.

Modifications/changes as suggested by HITEX should be strictly complied to or else, HITEX has the authority to pull down/seal the stalls, which violate the laid down stipulations. The layout plan of the fair should give proper passages of a minimum width of 3 metres. Exhibits/Stalls can be built upto a maximum height of **6.50** meters from ground level. The gates/exit points should have free and clear access.

## 9. Services desired and their management:

- a) Standard directional signages & information boards shall be provided by HITEX. If any additional signages & information boards are required by the organizer (s) both within & outside the hall, which are of promotional nature, then extra charges for such usage shall be payable by the organizer. Apart from the fire extinguishers provided by HITEX, any additional fire extinguishers as required by the organizer would be chargeable extra. Organizer(s) must inform HITEX about the various services required such as, stand lighting, temporary power load, protocol room, VIP lounge, Press room, buntings, directional sign boards, additional fire extinguishers, flag poles, *Walkie Talkies*, trolleys, etc., well in advance i.e., minimum one month before the date of the exhibition. The services are provided subject to their availability. A Service Request form relating to electrical services viz. Stall lighting and Power load requirement for Exhibition Halls and any other Exhibition space, which shall be made available on request, and the same may please be filled and sent to us 30 days before the start of the event. The charges for the above services will be extra and these services shall be provided by HITEX exclusively. Further details on the additional services provided by HITEX are enclosed as annexure to this form.
- b) Organizer(s) will be permitted to display the names of their exhibition at ear marked locations with prior permission and approval of the designs from HITEX. Violation of this stipulation will force HITEX to either impose penalty and/or remove the material.
- c) Organizer(s) may be permitted to set up Food-outlets & Restaurants within the booked-space at HITEX, **ONLY with prior approval from HITEX**. In case the Organizer / Event Manager wishes to set up his own food court or restaurant, or have his own Food arrangements, the Organizer / Event Manager will have to pay a **royalty to HITEX** as per the event, to be decided mutually.

- D) Organizer(s) may be permitted to use Audio Visual Services provided at HITEX. In case the Organizer / Event Manager wishes to bring/make his own Audio Visual arrangements, then the Organizer / Event Manager will have to pay a **royalty to HITEX** as per the event, to be decided mutually.

#### **10. Security and Protocol arrangements:**

- a) General Security both within & outside the halls shall be provided by HITEX. In case additional security is required then on prior intimation HITEX shall arrange to provide the same at an extra cost charged to the organizer(s)/exhibitor(s). The Organizer(s)/exhibitor(s) desirous of engaging security personnel on their own are advised to hire the services of Security Agencies approved by Hyderabad City Police / HITEX only. HITEX will not be responsible for any act of omission and commission by the Security Agencies hired by the Exhibition Organizer(s) and Stall allottees.
- b) HITEX shall take care of insurance of all permanent structures including the halls. Any person / materials / exhibits brought in by the organizer & the exhibitors shall be insured by the organizer / exhibitor. The Organizer(s) is required to take fire safety precautions, security and comprehensive insurance against all risks, including but not limited to any natural calamity/ water leakage etc. during the license period.
- c) HITEX provides for general fire safety equipment and emergency lighting. However the Organizer(s) are also advised to keep fire safety equipment, emergency lighting etc. in the exhibition halls to avoid any mishap. Due care of hygiene and sanitation has to be maintained in and around Exhibition halls.
- d) The Organizer(s) will have to obtain clearance, in advance, from concerned Government Authorities before directly or indirectly exhibiting / permitting to exhibit / use such dangerous substances, chemicals, drugs, explosive material, weapons, animals, insects, virus, etc., which can cause direct or indirect harm to human beings or plants or animals or buildings.
- e) The Organizer(s) shall indemnify HITEX from any claims from their exhibitors, contractors, service providers and others arising out of any account/reason.
- f) **Maintenance of decorum and decency in HITEX Centre:** HITEX Centre is an international trade fair complex. The complex is visited by a large number of business visitors and general public. It is essential that the participants, hosts & hostesses and guides employed by the exhibition Organizer(s) maintain the dignity and decorum. Any violation will be viewed seriously and the concerned stalls will be advised to close down.
- # The Organizer(s) should inform HITEX well in advance about VVIP's visits to the exhibition to co-ordinate the Protocol.

#### **11. Empanelled Clearing and Handling Agents:**

The Organizer(s) will have to use the services of Empanelled Logistics, Clearing and Handling Agents only, whose list can be made available on request from HITEX.

## **12. Possession of space and movement of exhibits:**

- a) HITEX will hand over possession of the halls only on receiving payments against all dues. HITEX will not be held responsible for any inconvenience caused due to non-settlement of dues. The possession of the space/halls shall be taken by an authorized representative(s), (the names and signatures of whom should be conveyed in writing to HITEX at least 15 days in advance). The hall(s) shall be handed over to the Organizer(s) considering one-day tenancy as of 24 hours starting at 09.00 AM and the halls will have to be handed back to HITEX accordingly at the end of the License period. Should any excess space be utilized, additional License fee with penalty shall be imposed which shall be payable by the Organizer(s) before leaving HITEX Centre after the event. The representative would have to sign/witness the records/registers maintained by Engineering Division of HITEX while handing / taking over of halls. Non-compliance of these timings and approved License period may attract penalty as deemed fit by HITEX. HITEX shall provide on site Venue Management support to the organizer(s).
- b) The Organizer(s) has to clear HITEX's dues before the conclusion of the exhibition, failing which the exhibition materials will not be allowed to be taken out of HITEX Centre.

## **13. Entertainment Tax :**

In case the event involves an activity which has entertainment tax liability, it is necessary to obtain a No Objection Certificate from the concerned Department of Govt. of Andhra Pradesh.

## **14. Entry through Tickets :**

HITEX shall charge for the sale of tickets as per the mutually agreed terms and conditions and the Organizers shall be solely responsible for the taxes or levies if any payable to the Govt. or any other Authority for sale of such entry tickets.

## **15. Rights of HITEX :**

HITEX reserves the right to change the halls in the event of unforeseen & unavoidable circumstances. HITEX reserves the right to cancel in the event of non-compliance of payments schedule.

In the event of cancellation by HITEX, all the amounts paid by the organizer(s) shall be refunded by HITEX, without any interest, after deducting dues if any. No damages / compensation / loss of profit of whatsoever in nature shall be payable by HITEX.

## **16. Dispute Resolution and Governing Law:**

- a) In case of any dispute arising or accruing in respect of this Agreement, the same shall be subject to the jurisdiction of Courts at Hyderabad and Indian Law shall be the applicable law.

## **17. Photograph & Video :**

Organisers hereby agree that HITEX shall always have the right to use the photographs, brochures, promotional materials, videos or other recordings of the event/exhibition organized under this Agreement for their (HITEX) promotional activities (i.e on their website, brochures or promotional materials) in any manner as the HITEX may deem fit including but not limited to the logo, name or any other items over which the Organisers may have copy rights or other

Intellectual Property Rights and the Organisers shall have no objection or claims, whatsoever, to the same.

**18. Permissions required :**

Police, Excise, PPL (Phonographic Performance Limited), IPRS (Indian Performing Right Society Ltd. or any other applicable permission for the Exhibition / Event are to be obtained and a copy to be submitted to HITEX, at least 2 weeks in advance.

**19. Parking Charges:**

Parking charges will be extra. If organizer wants to give free to his visitors/exhibitors, Organiser needs to pay parking charges as per service request form.

**20. Force Majeure :**

Any occurrence of Force Majeure which shall include but not be limited to earthquakes, floods, war, hostilities, riot and disorders, nationwide, state wide or city wide strikes, withdrawal of permissions, orders of statutory authorities, fire or any act of God or any reason or cause whatsoever beyond the reasonable control of HITEX, shall entitle HITEX to terminate the License by giving one week notice to the organizer(s). In the event of Force Majeure, all the amounts paid by the organizer(s) shall be refunded by HITEX, without any interest, after deducting dues if any. No damages / compensation / loss of profit of whatsoever in nature shall be payable by HITEX.