



# SPACE APPLICATION CONTRACT

Please enter details or attach business card: If invoice address is different from below, please provide details in 'Notes' section

Name ..... Job Title .....

Company .....

Address .....

Town/City ..... Postcode ..... Country.....

Tel ..... Fax .....

Email ..... VAT Number.....

**I WOULD LIKE TO BOOK THE FOLLOWING:**

Space Type	Total m <sup>2</sup>	Rate per m <sup>2</sup>	Total Price
<b>Space Only</b> Includes: space, general aisle cleaning and pavilion security. Electricity is not included and has to be paid separately.	m <sup>2</sup>	€ 175	€
<b>Equipped Space</b> Includes: space, rear and side walls, carpet, fascia panel with company name (up to 20 characters), carpet, 1 info counter, 1 table, 2 chairs, 1 coat rack, 1 waste basket, 1 spotlight for every 3m <sup>2</sup> , 1 double socket 230V, general stand cleaning and pavilion security.	m <sup>2</sup>	€ 200	€
<b>Outdoor Space</b> Includes: space.	m <sup>2</sup>	€ 80	€

**Inline** (open to 1 aisle) no surcharge    
  **Corner** (open to 2 aisles) +10% on space total    
  **Peninsular** (open to 3 aisles) +15% on space total    
  **Island** (open to 4 aisles) +20% on space total    
 €

**Double-decker** (by request only) + 15% of space covered    
 m<sup>2</sup>    
 €

**Registration and Administration Fee** (compulsory)  
 Includes: administration, event guide listing, website listing, our public liability insurance    
 €    
 350

**Stand Sharer Fee**    
 No of companies    
 € 350 per company    
 €

Notes

VAT if applicable     €

**TOTAL COST**     €

**Payment Details:**  
 All payments to be made by bank transfer (net of bank charges) to:  
 I.T.E. Gulf FZ LLC  
 Account No. 022343305102  
 IBAN AE18020000022343305102  
 International Swift Code: BBMEAEAD  
 HSBC Middle East Ltd, Bur Dubai, Dubai, UAE,  
 quoting your reference and invoice numbers.

**Payment Schedule:**

1. 20% (+100% Registration & Administration fee)	€
2. 40% due by 8 <sup>th</sup> of March 2014	€
3. 40% due by 8 <sup>th</sup> of June 2014	€

Your deposit payment must be returned upon receiving the INVOICE.

We hereby confirm our participation at **WIHE PHARMACY WARSAW 2014** and we confirm that we have been supplied with ITE Terms and Conditions, which form part of this contract. We have read ITE Terms and Conditions and confirm our acceptance of these. The execution of this contract and its receipt by ITE is deemed conclusive evidence of the Applicant's agreement to pay the full fees due. Where more than one exhibitor will share a stand in respect of which this contract is made ("stand sharers"), the Applicant, acting as agent for each stand sharer, shall ensure that each stand sharer is bound by the terms and conditions overleaf. The Applicant shall be liable to pay any additional charges due in respect of any stand sharer.

Exhibiting Company .....

Print Name ..... Authorised Signature .....

Position ..... Date ..... / ..... / 20.....



**PLEASE RETURN WITH THE TERMS & CONDITIONS TO:**

I.T.E. GULF FZ LLC, Sheikh Zayed Road, 1507, Al Shatha Tower, P.O. Box 503021, Dubai Media City, Dubai, U.A.E.  
 Registered in UAE Number 16917  
 T: +971 (0)44332972/70/71/73 F: +971 (0)4471797 E: [healthcare@ite-gulf.com](mailto:healthcare@ite-gulf.com) W: [wihehospital.pl/main](http://wihehospital.pl/main)

# TERMS AND CONDITIONS

## A. Operation of this Agreement

The Participant (being the applicant set out in the attached form on the reverse of these terms and conditions together forming the "Event Contract") shall be bound by these terms and conditions, the rules and regulations as set out in the Participant Manual and all other documentation which may be supplied to the Participant from time to time ("Rules and Regulations"). The capitalised terms used in these terms and conditions have the same meaning as set out in the accompanying form. No variation to these terms and conditions or the Rules and Regulations is permitted other than where such variation is made in writing and is signed by an authorised official of ITE Gulf FZ LLC ("ITE"). The Participant acts on its own behalf in respect of its participation in the Event. The Participant shall procure that each stand sharer shall undertake to be bound by these terms and conditions and the Rules and Regulations as if they were the Participant. Reference to Participant in these terms and conditions shall be construed accordingly. Participants must notify ITE of any stand sharers within 60 days of the Event. All representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Event Contract are made, given or entered into jointly and severally by the Participant and any stand sharer.

## B. Payment

No Participant shall be permitted access to the Event unless he has paid to ITE prior to the Event all of the agreed fees as set out in the Event Contract ("Event Fees") on or by the dates specified therein. If any undisputed sum is not paid by the Participant by its due date, then ITE may charge interest on such sum on a day to day basis from the date payment fell due (or such other date as may be agreed in writing between the parties) to the actual date of payment (both dates inclusive) at the rate of 4 percent per annum over the base lending rate of Barclays Bank plc.

## C. Discretion to Refuse Entry

If ITE believes that the Participant and/or its stand sharer(s) will use the Event to advertise or otherwise promote services that ITE deems to be directly or indirectly in competition with ITE then ITE reserves the right, in its absolute discretion, to refuse to allow the Participant and/or its stand sharer(s) to attend the Event. If ITE exercises this discretion then any monies paid to ITE by the Participant under this agreement will be repaid in full.

## D. Compliance

In addition to compliance with the Rules and Regulations, at all times during the Event from arrival at the Event venue for installation to leaving the Event venue after dismantling, Participants must comply with the building and health and safety rules, regulations and guidelines and any other applicable laws and regulations of any and all Government, local authority or other regulatory body and any rules and regulations imposed by the Event venue.

## E. No Assignment or Sub-letting; Space Allocation

Without prejudice to the Participant's opportunity to share a stand in accordance with these terms and conditions, the rights of a Participant under this agreement shall not be assignable to any other person and no Participant may assign or sublet the whole or any part of the space allocated to the Participant. A Participant has no right to occupy any particular space, although its requirements will be taken into account when it comes to allocating space. While every effort is made to ensure that plans, specifications and drawings in ITE's catalogues and literature are accurate, ITE gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. ITE reserves the right at any time and from time to time to make such alterations to the ground plan and Event specifications as may in their opinion be necessary in the best interests of the Event and to alter the shape, size or position of space allotted to the Participant. No alteration to the space allotted will be made in such a way as to impose on the Participant any greater liability for Event Fees than that undertaken in the form.

## F. Conduct at the Event

For the duration of the Event Period, Participants agree that they and their employees, agents and stand sharers shall:

- comply with the reasonable instructions of ITE, its employees, agents and sub-contractors and those of the management of the venue, its employees, agents and sub-contractors whilst at the venue;
- not adopt unusual promotional plans without the approval of the Event Committee;
- not obstruct the view of or otherwise interfere with, disrupt or disturb adjacent stands or events in any way (including without limitation by the arrangement or operation of sound, lighting, film, demonstration or other equipment);
- if music is used (within the terms of this Event Contract), be responsible for obtaining necessary permission from the relevant licensing authorities (or their successors or replacement from time to time);
- keep gangways and walkways adjacent to its stand free of all obstruction;
- not engage in any promotional activities (including without limitation any raffles prize draws or competitions) that require members or guests to be present at a specified location and time;
- not remove their stand from the Event prior to the end of the Event;
- not operate in any manner that is or may be objectionable to other Participants and/or to ITE;
- not advertise or distribute its publications and printed matter at the venue otherwise than from its stand (ITE reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind in relation to the Event whether or not at the venue, and the Participant shall forthwith withdraw any such advertisement or publication on notification by ITE);
- not distribute or display any material or product which may be considered by ITE to be defamatory or offensive or which infringes or may infringe the intellectual property or other proprietary rights of ITE or any third party;
- display its name and address at its stand and (if different) its address for service of documents and in relation to its stand shall comply with all legal requirements relating to the publication of its name and ownership at its place of business;
- not make or permit the making of any representations to the public save within the confines of the Participant's stand and in particular shall not use or permit the use of any public address system;
- not cause or permit any damage to the venue premises or the stand and in particular shall attach no nails, screws or similar items thereto;
- not overload electrical circuits;
- ensure that its stand and immediate surrounding area is at all times kept free of litter. Empty cases and packaging belonging to the Participant may not be stored on the Participant's stands or at the venue and shall be removed from the venue by the participant or disposed of;
- not at any time do or say anything, or be associated with anything, any party or any statement, which is, or which is widely reported as being, or which may be considered by ITE to be detrimental or prejudicial to or to adversely affect the name, image, reputation or business of ITE or the Event be likely to or bring ITE into disrepute;
- ensure that at least one person is always in attendance at the Participant's stand whenever the Event is open to the public;
- be responsible for the cost of making good, restoring or renewing any case of serious dilapidation to any part of the venue for which the Participant, its employees, agents or sub-contractors are responsible to such a standard as they were in at the start of the Event (to include, but not limited to: marks caused by paint, bolt, screw or nail holes and any damage to carpet tiles). ITE will inspect every site before erection and after dismantling of the stands. In their own interests Participants should satisfy themselves as to the condition of sites both before erection and after clearance of stands.

In any event, the Participant hereby agrees to abide by and to ensure that its employees, agents and stand sharers will abide by the Rules and Regulations of the Event provided to the Participant. The Participant will be provided with a copy of the Rules and Regulations at or prior to the Event.

The Event opening hours and hours during which Participants have access to the Event venue shall be determined solely by the Event Committee. Admission maybe by ticket or identification badge. Identification badges are non transferable and can't be shared between individuals in any circumstances (including by individuals within the same organisation). Each Participant must register for the Event and pay the corresponding registration fee. Photographic ID may be required during the registration process for validation.

The decision of ITE as to any matter of conduct referred to above and generally in relation to the Event shall be final and binding upon the Participant and if the Participant or any of its employees, agents or stand sharers shall fail to comply with this Event Contract or the request of ITE or any person authorised by it on its behalf ITE may take whatever steps it deems appropriate to enforce compliance without prejudice to any other right or remedy that may be available to it including without limitation instant termination of the Event Contract between ITE and the Participant relating to the Event or refuse the Participant and/or such employee, agent or stand sharer entrance to the Event or require such person(s) to remove themselves from the Event. In such circumstances, Participant acknowledges that no refund of any monies paid to ITE in connection with this Event Contract will be refunded to Participant and such monies will remain the property of ITE.

## G. Catalogue

None of ITE, its subsidiaries, employees, agents, sponsors or the Event Committee or the publisher of the Event catalogue will be liable for any errors or omissions in any data or other materials submitted by or on behalf of the Participant or any third party. All data and materials submitted by or on behalf of the Participant shall be the sole responsibility of the Participant.

## H. Insurance

The Participant, or its stand sharer, must at all times maintain proper and appropriate public/products liability insurance with a minimum cover of US \$3,000,000 with a reputable insurer for any loss or damage incurred by the Participant or any third party in connection with the Event. The Participant shall produce evidence of this insurance cover if so requested by ITE. ITE, upon receipt of payment of the Event Fee in accordance with this Event Contract, will take out and maintain insurance providing cover to ITE against legal liability to pay damages in respect of a) accidental personal injury to any person (other than employees of ITE) and b) accidental property damage (other than property belonging to the Participant or in the Participant's care, custody or control) which occurs in connection with attendance at the Event. This cover will only apply in excess to the Participant's own insurance cover and is limited to a maximum of £2,500,000 in total. The Event Fee includes ITE taking out and maintaining its insurance policy. ITE does not provide any advice concerning its insurance cover and it is for the Participant to read the summary terms of ITE's policy and to decide if it is adequate.

## I. Cancellation; Postponement; Change of Venue

Should a Participant wish to cancel its participation in the Event it must give notice in writing to ITE, such notice shall not be deemed to be given until it is received by post or by fax at the offices of ITE as set out below (notice by e-mail will not be accepted).

If such notice is given:

- prior to the Final Payment Date, then ITE will be entitled to retain the entire Deposit or receive the balance of the Deposit should any monies remain owing; or

- at any time on or after the Final Payment Date, then ITE will be entitled to retain the entire Event Fee in full or receive the balance of the entire Event Fee in full which has not already been paid.

Save as set out above, the Participant will remain liable for the Event Fee in full whether or not the Participant actually participates in the event.

ITE reserves the right to cancel any Participant's booking and should it do so its sole liability shall be to refund all monies paid by that Participant. In no circumstances shall ITE be liable for any loss (including indirect or consequential loss) or damage suffered by the Participant resulting from such cancellation however the same may be caused. ITE may at any time, at its sole discretion, cancel, postpone or move the Event to another venue. ITE will notify the Participant as soon as possible if the Event is cancelled, postponed or moved to another venue. Except where such cancellation is due to a Force Majeure Event (see below), if the Event is cancelled, ITE will repay to the Participant (without interest) any Fees paid by the Participant to ITE and the booking will be cancelled. If the Event is postponed or moved to another venue, this Event Contract will remain in force for the new dates and venue provided that the new dates and/or venue are in the reasonable opinion of ITE appropriate for the Event.

## J. Force Majeure

None of ITE, its subsidiaries, employees, agents, sponsors or the Event Committee (its "Connected Persons") shall be liable for any loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts, shortage of labour, default or failure of suppliers, government action, intervention, law or regulation, military activity, act of God, fire, flood or any other circumstances beyond ITE's reasonable control which shall make it impossible or inadvisable for the Event to be held at all or at the scheduled time and place, and ITE reserves the right (but is not obliged) to re-schedule the Event at another date and/or at any alternative venue. The Participant acknowledges that ITE will have sustained damage and loss as a result of the foregoing and hereby waives all claims for damages or compensation in respect of any act or omission of ITE or any of its Connected Persons as a result of any of the foregoing. In the event of force majeure, no refunds will be made and the monies paid to ITE as Event Fees or otherwise in connection with the Event shall remain the property of ITE.

## K. Passport & Visa

ITE or its Connected Persons shall not be responsible for assisting the Participant with obtaining a passport or a visa for entrance into the country where the Event is to be held. Should a Participant fail to obtain these documents any monies payable in accordance with the Event Contract shall remain owing in full.

## L. Exclusion and Limitation of Liability - IMPORTANT

Neither ITE nor its Connected Persons shall be liable to the Participant whether in contract, tort (including negligence) or otherwise for indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits or loss of wasted expenditure. Neither ITE nor its Connected Persons shall be liable for any loss or destruction of or damage to any property brought to the Premises by the Participant, its employees, agents, sub-contractors, stand sharers or invitees no matter what the cause (including but not limited to negligence by ITE or its Connected Persons) whether or not security is present at the Event.

None of ITE or its Connected Persons shall in any circumstances be held liable for any loss or damage incurred by the Participant, its employees, agents or stand sharers not arising as a direct result of the willful or negligent acts or omissions of ITE or its Connected Persons including, but not limited to those losses or damages arising as a result of:

- the actions or omissions of freight shipment (transport, handling and clearing) contractors; or
- any errors or omissions on copy prepared and submitted by a third party in connection with the Event; or
- any conflicts or misinterpretations arising with the host country, the Event's sponsors, agents or other bodies regarding any and all aspects of the Event which may affect the Participant.

ITE's total liability to the Participant in respect of all losses arising in connection with the Event whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of (a) the amounts paid by Participant to ITE or (b) £5,000.

Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict any party's liability for (a) fraudulent misrepresentations or (b) death or personal injury resulting from the negligence of that party or its employees, agents or subcontractors while acting in the course of their employment.

## M. Participants Indemnity - IMPORTANT

The Participant shall indemnify and keep indemnified and hold harmless ITE and its Connected Persons from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), arising out of the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Participant's products or services. For the avoidance of doubt, any approval by ITE of any use of any Event name or logo on the Participant's products or other materials supplied by the Participant relates only to the use of the Event name or logo and does not amount to approval of any of the Participant's Products or materials and shall not in any way affect this indemnity.

The Participant shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Event venue) arising in connection with the Participant's exhibit or stand and anything permitted, omitted or done thereon or therefrom during the Event or in the construction and dismantling provided that this results from the direct or indirect act or omission of the Participant or any employee, agent, sub-contractors or invitee of the Participant or any other person present on the Participant's stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Participant or any employee, agent, sub-contractor or invitee of the Participant or any other person present on the Participant's stand. The Participant shall indemnify and keep indemnified and hold harmless ITE and its Connected Persons in respect of all losses (including consequential losses), damage, costs (including all reasonable legal costs), claims, actions, proceedings, demands and expenses in respect thereof.

## N. General

The Participant expressly acknowledges that no representations, guarantees or assurances - whether oral or in writing - have been made or are to be implied or considered collateral to these terms and conditions (including, in particular but without limitation any statements relating to the potential business which may be generated by the Event). This Event Contract constitutes the entire agreement and understanding of the parties relating to the subject matter of this Event Contract and supercedes any previous agreement or understanding between the parties in relation to such subject matter. If any provision of this Event Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Event Contract which shall remain in full force and effect. The validity, construction and performance of this Event Contract (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to English Law. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this Event Contract or its enforceability or the legal relationships established by this Event Contract (including non-contractual disputes or claims).

## O. Photographs and Recordings

The Participant agrees (and shall procure the agreement of all relevant persons) that its personnel present at the Event and any trade marks, logos or company names displayed at the Event, may be photographed, filmed or sound recorded by ITE or its Connected Persons for promotional purposes, and irrevocably grants ITE permission to use such images and recordings for any commercial or non-commercial purpose, in any media, globally and at any time, including in printed publications, presentations, promotional materials, advertisements and websites. The Participant agrees that ITE may edit the images and recordings as it deems appropriate and confirms it does not object to ITE storing copies for the above purpose or transferring them globally. The Participant confirms and warrants it is entitled to make the grant of rights set out on behalf of itself, its personnel and shall obtain an identical grant of rights from its invitees to ITE as set out above. ITE shall not be liable to the Participant, its personnel or the invitees if the Participant fails to obtain such grant of rights. The Participant shall indemnify and hold harmless ITE and its Connected Persons from and against any and all losses (including consequential losses), damage, costs (including all reasonable legal costs), claims, actions, proceedings, demands and expenses suffered as a consequence of the Participant failing to obtain the grant of such rights (including without limitation in relation to any claim by any of its personnel or invitees made against ITE). Participants, its personnel or invitees with any queries regarding the use of photographs or recordings, or specific requests in relation to the same, should contact ITE.

## P. Your Details

ITE may forward your details to third parties who play an important role in the effective organisation and promotion of the Event, such as media partners; official freight forwarders; official stand builders; agents; event sponsors and affiliate companies. If you do not wish us to forward your details to these carefully selected companies, please tick this box

## Q. Application

The application by the Participant for Event space and the agreement of ITE to such application shall constitute, in consideration of ITE's acceptance of the application, full and final settlement of any claim, demand, invoice, cause of action, pending or threatened action not identified in writing at the present time which the Participant or any of its subsidiaries or parents has or may have against ITE or any of its subsidiaries or parents arising out of or in connection with or relating to any previous agreement between the parties for the provision of Event space or otherwise arising out of the business relationship between the parties.

## R. Currency

ITE shall have the right at any time by notice to the Participant to alter the currency in which the Event Fees are payable under this Event Contract to Great British Pounds, US dollars or any other currency in its absolute discretion, with effect from such date (whether past, present or future) as it may determine. The Exchange Rate for the applicable new currency shall be calculated as follows. For the purposes of this Event Contract, "Exchange Rate" shall mean the closing mid-point rate for conversion of the original currency into the new currency on the date of notification by ITE to the Participant, or if that date is not a business day (being a day which is not a Saturday, a Sunday or a bank or public holiday in England), the first business day after that date, as set out in the London edition of the Financial Times. The following minimum rates in relation to the currency which is not Great British Pounds shall apply for the following such currencies: (1) £1 (1 GBP) to €1.10 (1.10 EUR); and (2) £1 (1 GBP) to \$1.40 (1.40 USD), so that, by way of illustration, the Euro value equivalent for £1 (1 GBP) shall be €1.10 (1.10 EUR)

**IMPORTANT: Please sign and date below and return to ITE together with your Space Application Contract.**

**I hereby confirm that I have received and agree to comply by the terms and conditions set out above:**

**Signed:** .....

**Date:** .....

**Print Name:** .....

**Name of Company:** .....

**ITE Gulf FZ LLC, Al Shatha Tower, 15<sup>nd</sup> Floor, Office 1507, Media City, P.O.Box 503021, Dubai, U.A.E. Tel: ++971 (0)44332970 F: +971 (0)4471797  
Registered in the United Arab Emirates - Number 16917. Registered Office, as above.**