Conditions of Order for Facilities Rental Form

- 1. All dimensions are in meter, L=length, W=width, H=height, D=depth.
- 2.# Location for installation of items marked with # must be clearly illustrated by exhibitor in sketch or drawing, e.g. booth layout plan or elevation.
- 3.* Electricity supply to facilities marked with * must be ordered separately unless otherwise stated. Exhibitor must order sockets separately.
- 4.+ For items marked with + deposit for each telephone/fax line or broadband line is payable to the venue operator. <u>HKCEC</u> (1 Expo Drive, Wanchai, HK. Attn: Finance Department) at time of collection of telephone sets and/or IDD line passwords. Deposit shall be settled by cash, credit card or company cheque at HKCEC service counter and shall be refunded to hirer after deduction of IDD charges incurred (Should IDD charges exceed deposit amount, difference will be payable by hire to HKCEC directly). HKCEC will charge HKD4000.00 per set for the lost/ or damaged of the interface Modem or power adaptor. 100% cancellation charge will be levied for Broadband Line and DIA with fixed IP address 17 days before the fair opens.
- 5. In general, orders for the facilities and equipment rental should be submitted to the Organiser with full payment before specified deadline, otherwise a 20 % and 30% surcharge will be imposed on the basic rates to orders accepted. Moreover, on-site orders if accepted are subject to a 30% surcharge on the basic rates.
- 6. All orders for services/equipment rental should be submitted with full payment together with any damage/security deposit if necessary. Orders without the required payment(s) will not be entertained. No separate invoice will be issued.
- 7. Hirer must ensure that the additional bank handling charges are included on top of the telegraphics transfer of remitted payments for an order. The Organiser reserves the right to change / reject the form of payment method without prior notice.
- 8. All equipment provided by the Organiser shall only be utilised within the hirer's booth in the Exhibition venue exclusively for the specified event(s).
- 9. Provisions of any services/equipment by the Organiser are subject to the availability of the required services/equipment at the time of ordering. Orders will be entertained on a "first come first serve" basis. However, the Organiser reserves the right not to entertain any orders received and in such cases, the users will be notified and cheque payment will be returned or refunded.
- 10. If by reason of force majeure, labour difficulties or shortages of materials or any other cause outside the control of the Organiser, the Organiser is unable to provide all or any of the services or equipment or booth facilities ordered during the whole or any part of the duration of the exhibition, hirer's right shall be limited to the return of a corresponding proportion of the charges paid for such undelivered services or equipment or booth facilities. There will be no refund for all completed set up of facilities and provided services.
- 11. Cancellation of orders will only be accepted in writing before the stipulated deadline for placing orders. All cancelled orders will be subject to a minimum of 30% cancellation charge. Order(s) cannot be cancelled 10 days before the fair opens.
- 12. Hirer shall be responsible for returning all rented equipment and related materials to the Organiser within one hour on the last open day following the close of the relevant event.
- 13. Hirer shall use the equipment in a careful and proper manner and in accordance with Rule and Regulations issued by the Organiser. Hirer is not allowed to make any alterations modifications, attachments and/or additions to the equipment rented.
- 14. Hirer shall be liable for any loss or damage to the equipment arising from the hirer's negligence, unintentional act, unauthorised maintenance or other cause within the reasonable control of hirer, its representative, employees, agents or invitees. In the event of any loss or damage to the equipment for which hirer is liable, the hirer shall reimburse the Organiser for all cost of making good or replacement.
- 15. Hirer shall be in default hereunder if hirer fails to pay any charges when due or any other indebtedness or fails to return the equipment to the Organiser after use.

- 16. At any time after the hirer's default, the Organiser may terminate the rental services, by notice to hirer and repossess the equipment. Hirer shall remain liable for all unpaid charges and the Organiser may apply and retain all or a portion of the hirer's security/damage deposit as may be necessary to compensate the Organiser for any unpaid charges or damages and expenses incurred on account of such default; or the Organiser may exercise any other rights occurring to a less or under any applicable law upon a default by lessee.
- 17. Exhibitors must order enough electricity supply. In case of overload, the organiser reserves the right to suspend the electricity supply until the problem is rectified by the exhibitor concerned.
- 18. The fee stated is exclusive of all taxes. Any local applicable tax on the participation of the Exhibition will be the responsibility of the Exhibitor. If there is any with holding or tax deduction that the Exhibitor would need to apply in accordance with the local laws on the payment to the Organiser, the Exhibitor shall gross up such payment such that the net amount paid to the Organiser shall be equal to the invoice price and as if no deduction and withholding has applied, and the Exhibitor shall be responsible for settling the withholding taxes to the relevant authorities on its own account.

<u>〔額外設施申請表〕 一般守則</u>

- 1. 表内長、闊、高、深等量度尺寸,全以米為單位。
- 2#. 參展商如租用帶 # 號之設施,須以草圖或繪圖適當顯示安放位置,例如提供攤位設計圖則 或平視圖。
- 3*. 租用帶有* 號之設施均不連電源裝置,參展商必需另行申請插座。
- 4+. 租用附有 + 之設施,每條電話/傳真線或寬頻線須繳付訂金,請於領取電話機及/或國際直 通電話密碼時付予場地管理機構「香港會議展覽中心」(香港博覽道1號,財務部收)。訂金 可以現金、信用咭或公司支票交往<u>香港會議展覽中心服務櫃檯</u>。訂金將於展覽結束並扣除 國際直通電話費後退還(如國際直通電話費金額超逾訂金,餘數須由承租人直接付予「香 港會議展覽中心」)。如界面或調制/解調器或電源適配器遺失或損壞,「香港會議展覽中心」 將會收取每部港幣4000元正。展會開幕前17天起,固定IP地址的寬頻上網線和DIA線將徵收 100%的取消費用。
- 一般而言,租用服務及設施的表格,須於截止申請日期前連同全部費用交回主辦機構,否 則會在基本費用外加收20%或30%附加費。此外,即場租借申請如獲接納,最少將加收基本 費用的30%。
- 所有租用服務/設施申請表,必須連同全部費用一併交回,及在需要時加付保障/損壞保金,不連款項的申請表,概不受理。本局將不會另開發票。
- 如承租人以電匯繳付款項,必須確保已包括另加付的銀行手續費用在內。主辦機構保留更 改/拒絕付款方式的權利,恕不另行通知。
- 8. 主辦機構提供的所有設施,只能在展覽會場內承租人之展台為該項活動專用。
- 主辦機構能否提供參展商所需的服務/設施,要視乎接到申請時有關服務/設施是否仍可 供租用。申請表將以「先到先得」的方式處理,但主辦機構保留不接納申請的權利,遇此 情況時當通知申請者,取回支票或退款。
- 10. 如因不可抗力、勞工問題、物資短缺或其他非主辦機構所能控制的因素,致使主辦機構不 能在指定活動進行期間,提供已租用的部分或全部服務或設施,承租人只能按比例取回已 付出的服務或設施費用。而已完成安裝設施和已提供服務的部分將不作退款。
- 取消租用服務/設施,必須於表上所載截止申請日期前以書面提出,主辦機構對所有已取 消的申請最少收取30%作取消費用。所有設施申請/服務於展覽開幕日前十天或以後均不能 取消。
- 12. 承租人須負責在最後一天展覽活動結束後一小時內,將所有租用的設備及有關物料交回主 辦機構。
- 13. 承租人必須謹慎而正確地使用有關設施,遵守主辦機構定下的條例和規則,不得擅自更改設施的用途和結構或增添附加裝置。
- 14. 因承租人的疏忽、非蓄意行為,未經許可的維修或在租用者、其代表、僱員、代理人或所 邀請訪客可以控制的情況下對設施造成的損毀,承租人必須負責。主辦機構因此更換設施 或作出賠償而涉及的所有費用,須由承租人繳付。
- 15. 承租人如未能如期繳款、償付其他欠款或於設施使用完畢後未能交回主辦機構,則作違約 論。
- 16. 承租人違約,主辦機構可在發出通知後,終止提供的租賃服務,收回租出的設施,承租人仍須負責所有未付款項。主辦機構在需要時,有權申請扣除承租人所繳交的部分或全部保障/損壞賠償按金,或根據法例行使其他索償權利。
- 17. 参展商須申請足夠供電。如因用電超荷,主辦機構有權立即終止供電至有關參展商將問題 插座改正。
- 18. 條款中所述的申請費並不包括任何稅項。參展商將承担與參展有關的或附帶發生的任何當 地稅項。若根據當地適用法律,參展商須對支付給主辦機構的款項預提或扣除相關稅款, 參展商應返計還原有關款項,即支付給主辦機構的淨金額應等於發票上的金額,如就有關 服務費用並未履行預提或扣除相關稅款的納稅義務,參展商應當自行承担並向有關當局支 付相關的預提稅款。