## Conditions of Order for FORMS 3 - 7

- 1. All dimensions are in meter, L=length, W=width, H=height, D=depth.
- 2.# Location for installation of items mark 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.
- 5. In general, orders for the following services and equipment rental should be submitted to the Organiser before deadline given, otherwise a 20 % 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. All equipment provided by the Organiser shall only be utilized within the Exhibition venue exclusively for the specified event(s).
- 8. 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.
- 9. 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 ordered during the whole or any part of the duration of the specified event, hirer's right shall be limited to the return of a corresponding proportion of the charges paid for such services or equipment.
- 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.
- 11. 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.
- 12. 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.

- 13. Hirer shall be liable for any loss or damage to the equipment arising from the hirer's negligence, unintentional act, unauthorized 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 withholding 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.