



1. Terms of Reference

Under these rules and regulations, the term **'Exhibitor'** shall include all employees, servant and agents of any company, partnership, firm or an individual to whom space has been allocated for the purposes of exhibiting.

The term **'Exhibition'** shall mean the exhibition referred to on the application and contract form.

The term **'Organizers'** shall mean the Lake Basin Innovation and Innovation Week (LBIW).

The term **'Contract'** means the contract for exhibition space 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 in writing on email to info@lbiw.com or online application form via www.lbiw.com. The application form will automatically be submitted to the Organizers or their authorized representatives upon completion. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. The Organizers shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

3. Allocation of Exhibition Space

The Organizers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizers shall reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the working space/unit of the Exhibitor should exceptional circumstances demand and, to alter the space to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as they may deem fit. Such changes shall be at the discretion of the Organizers and the Exhibitor shall have no claim for compensation as a result of such changes.

4. Use of Exhibition Space

Exhibitors are entitled to exhibit only the announced products and to man the exhibits only 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 any stand. Exhibitors are not allowed to sub-let or assign the working space allotted to them to other parties either wholly or in part without the written consent of the Organizers. Exhibitors will be liable for any damage to the walls or to any part of the Exhibition hall or space in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars, walls and street furniture without the prior consent of the Organizers.



5. Terms of Payment

a. Payment for participation at the exhibition and services – The Exhibitor shall pay the full amount of the invoice via bank transfer, cash, mobile money transfer or cheque, within 14 days from the date of an invoice and in case when a registration for an exhibition took place in less than 30 days before the start day of the exhibition, the total fee is to be paid on the same or next consecutive day. All banking charges are to be covered by the Exhibitor.

If the full balance is not paid within the stated payment term, LBIIW can't guarantee an allocated space and any applicable discounts. If payment is not received by the exhibition opening the Exhibitor has to pay a 1% penalty calculated from the full amount of the booked exhibition participation, products and services per every overdue day excluding discount(s).

b. Cancellation of bookings – If, after booking participation at the exhibition and services the Exhibitor shall desire to cancel their booking, they must give written notice to LBIIW that they desire to do so. A cancellation fee of 50% of the total charge for the booking can be refunded to Exhibitors if the cancellation was officially made not later than 90 days before the start date of the exhibition. No refund will be given for bookings of exhibition canceled within the 90 days before the start date of the exhibition. The cancellation of bookings for advertising online is non-refundable.

c. If you send us your cancellation in writing, cancellation is not immediate, LBIIW will respond to you within 24 hours of receipt of your e-mail. Please take this 24 hour turnaround time into consideration when putting your cancellation in writing.

d. Bankruptcy or liquidation – In the event of the Exhibitor becoming bankrupt or (being a company) entering into liquidation other than for the purpose of reconstruction or amalgamation, or having a receiver appointed, LBIIW shall be at liberty to terminate forthwith the contract with such an Exhibitor and to cancel the allotment of exhibition space to the Exhibitor, and all sums paid by the Exhibitor under the contract shall be forfeited.

e. In case of default of payment of the Exhibitor is entitled to claim interest at a rate of annual 20% for the full balance.

f. Should the Exhibitor fail to observe or comply with any of the terms and conditions contained herein or if the Exhibitor shall fail to pay any of the participation, product or service fee at the time and in the manner aforesaid, then the Organizers may thereupon by written notice given to the Exhibitor rescind the contract.

g. The exhibitions fees listed as follows:

Corporate Exhibitors: KES 100,000 for five days

SMEs: KES 25,000 for five days (For one Mid Size Enterprise)

6. Cancellation and alterations to exhibition participation by the Organizer

a. In the event of cancellation of the Exhibition by the Organizer due to the low number of exhibitors, the Exhibitors will be offered to move their participation at the same fee to the new date



of the exhibition or to the next edition of the exhibition. If the Exhibitor is not able to attend the next exhibition, the Exhibitor may be refunded at the sole discretion of the Organizers at total fee not more than 5% administration cost but without prejudice to the Organizers' right to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition.

In the event of a change of venue, date and/or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed at least a month before such changes will take place.

LBIW shall be under no liability to the Exhibitor in respect of any other claims, losses, costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor because of the Exhibition cancellation or postponement of the dates, change of venue, duration and content of the exhibition.

b. Whilst every endeavour will be made to adhere to the published dates, venue, schedule, duration and content of the Exhibition, the Organisers shall be entitled to change venue, content, schedule and dates of the exhibition, if in their opinion, this is in the general interest of the Exhibition.

7. Construction and Decoration of working space/stand.

Exhibitors will be allowed to decorate their working spaces per schedule in Exhibitor's Manual. Any damages caused by the Exhibitor or his/its contractors to other Exhibitors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Organizers.

8. Movement of Exhibits

a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition Venue.

b. Exhibitors shall remove all exhibits from the Exhibition sites within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of the delay of damage to the Exhibition hall.

9. 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 duration of the scheduled Exhibition from the period advertised or specified due to:

a. Force majeure

b. Acts of war, military activity, municipal statutory or civil authority requisition.

c. Fire, flood, typhoon, excessively inclement weather, earthquake or a combination of the same.

d. Damage caused by an aerial object or aircraft.

e. Strikes or lockouts by workmen.



10. Security

The Organizers shall take all security precautions 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 sites 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.

11. Fire Regulations

All Materials used in stands and exhibition constructions must be properly fire proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstrations that are potential fire hazards.

12. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold the Organizers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss of or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the Exhibition working spaces, during the tenancy of the Exhibition. The liability of risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitors.

13. Passports/visas/health requirements

a. Passports

Any visa, passport and inoculation requirements are the responsibility of the Exhibitor and failure to obtain the relevant documentation is not the responsibility of LBIIW. If there are any changes to the details supplied by you, it is Exhibitor responsibility to inform LBIIW as soon as possible.

b. Visa

It is the Exhibitor's responsibility to contact a relevant Embassy/High Commission for information and advice on the visa requirements of the country they will visit.

Please note: Passport and visa regulations can change and Exhibitor should therefore check with the relevant Embassy/High Commission well in advance of travel, even if the Exhibitor have travelled to this destination before. It is the Exhibitor's responsibility to be in possession of a valid passport and a visa. It can take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

All requirements for overseas travel should be checked with the relevant Embassy of the destination country. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If the Exhibitor passport is in its final year of validity, we advise him/her to confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before travelling.



Health

a. Facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs and immunisation as early as possible. Sources of information include your GP or a specialist clinic. For the most up-to-date essential information on the Exhibitor's choice of destination and to ensure he/ she make the most of his/her trip abroad, the Exhibitor should contact a relevant clinic.

14. Insurance

a. It is Exhibitors responsibility to take out adequate travel insurance through their company, a travel agent or other approved insurance supplier.

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 and/or instructions shall form part of these Terms of Contract and they shall be binding on the Exhibitors.

16. The failure to object to any breach of any clause herein by the Organizers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

17. LBIIW does not accept liability for any errors or omissions and reserves the right to change information, specifications and descriptions of listed goods, products and services at any time.

18. The construction of the Terms of Contract herein will be governed by the laws of Kenya.