Exhibition terms & conditions

1. General information

The provisions subject to which exhibitors may take part in the IWA Water and Development Congress & Exhibition Colombo 2019 (hereinafter referred to as the 'Exhibition') are laid down in these standard Terms and Conditions of event participation (hereinafter called 'Standard Terms').

1.1 Organisation

The Exhibition is organised by the International Water Association and Match+ B.V. (hereinafter and in the Standard Terms referred to as the ‘Organisers’).

The mailing address is:
Match+ B.V.
P.O. Box 82327
2508 EH The Hague
The Netherlands
T: +31 (0)70 382 00 28
F: +31 (0)70 382 68 14
E: info@iwa-exhibitions.com

1.2 Venue and dates

The Exhibition will take place on 1 December (evening opening), 2 December – 4 December 2019 (day opening). The Congress will take place on 1 December (Opening Ceremony in afternoon / evening), congress sessions 2 December - 5 December 2019. The venue for this event is the Bandaranaike Memorial International Conference Hall (BMICH), Baudhhaloka Mawatha, Colombo, Sri Lanka.

1.3 Opening hours

The Exhibition will be open on:

<table>
<thead>
<tr>
<th>Day</th>
<th>Dates</th>
<th>Opening Time</th>
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<tbody>
<tr>
<td>Sunday (evening opening)</td>
<td>1 December 2019</td>
<td>18:00 – 20.00 (tbc)</td>
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<tr>
<td>Monday</td>
<td>2 December 2019</td>
<td>09:00 – 18:00</td>
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<tr>
<td>Tuesday</td>
<td>3 December 2019</td>
<td>09:00 – 18:00</td>
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<td>Wednesday</td>
<td>4 December 2019</td>
<td>09:00 – 15:00</td>
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2. Construction and dismantling period

BMICH will be open for the construction of stands and the delivery of goods on Saturday 30 November and Sunday 1 December 2019. Details provided in the Exhibitor manual.

Dismantling will take place after closing on Wednesday 4 December 2019. Details to be provided in the Exhibitors’ manual. Shell scheme (‘ready-to-use’) stands can be decorated on Sunday 1 December 2019. Dates and times subject to change.

Above build-up and dismantling dates / times are indicative; exact dates and times will be announced in the Exhibitors’ manual.
3. Admission for Exhibition visitors

There is no admission charge for visitors to the Exhibition (visitors not attending congress sessions, solely visiting the Exhibition area). Registration is required via the official registration site where visitor’s conditions are mentioned. On-site registration is also possible.

4. Application form for Exhibition space

The application form for space at the Exhibition (‘Exhibition Space’), properly executed by the applicant (‘Exhibitor’) shall, upon written acceptance by the International Water Association and Match+ (‘Organisers’) constitute a valid and binding contract. The Organisers reserve the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the exhibitor manual supplied to each Exhibitor for this particular Exhibition (‘Exhibitors’ Manual’) are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof. Dutch law applies to all agreements and agreements that result from them. All disputes will be brought before the competent court in The Netherlands.

Applications for Exhibition space will be considered and allocated on a first come, first served basis. The available space is limited.

The Exhibition is an international event.

5. Use of space

The Organisers reserve the right on written notice to the Exhibitor taking immediate effect to decline, prohibit or expel an exhibit which is out of keeping with the character of the Exhibition, this reservation being for reasons including but not limited to the persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and Exhibitor solicitations of any sort shall be restricted to the Exhibitor’s stand. The Exhibitor’s exhibit or product may not extend beyond the limits of the Exhibitor’s stand and part of any exhibit or product may not extend into any aisle. No Exhibitor shall so arrange his exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Organisers. No Exhibitor shall assign or sublet any part of his assigned Exhibition Space without the consent of the Organisers in writing. Any Exhibition Space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of the Organisers’ management. Deposits will be forfeited unless special arrangements have been approved by the Organisers’ management. The Exhibitor will keep his exhibit open and staffed at all times during the show hours.

The number of stand personnel per Exhibitor is limited per stand, varying with the size of the stand.

6. Stand space arrangements

Standard stand package (shell scheme stands), when ordered by the Exhibitor, refers to the items as mentioned on the Application Form. The inclusions can vary from one Exhibition to another, but the Organisers will inform the Exhibitor about this prior to completion of the contract. If an Exhibitor plans to install a completely constructed display of such character that the Exhibitor will not require or desire the use of the standard stand equipment, no part thereof shall so project as to obstruct the view of the adjacent stands.

Neither display nor contents may exceed the height of the standard shell scheme (also for tailor-made stands), except with the specific permission of the Organisers.

Raw wood, cardboard or similar material for wings to stands must be covered or painted if they are visible from the adjacent stand.

Shell scheme stands will only be delivered and constructed by the relevant Official Exhibition Contractor (as defined below). Stand construction other than the shell scheme can only be effected after a written request from the Exhibitor and written confirmation from the Organisers and is only applicable for stands larger than 18 square metres. Stand construction, as well as the exhibited products and services have to comply with specific rules of the venue e.g. height of stands, weight materials displayed, size of displayed materials etc. Larger stands are only available in specific dimensions.
Exhibitors accept that, due to the construction of the Exhibition venue, the situation might occur that the maximum height of a stand is limited.

Due to the specific situation of the venue for the IWA Exhibition in 2019 (the BMICH venue), no ‘full construction’ is allowed in the venue during build up, event, break down. Customised stands need to be pre-arranged following instructions from the venue (to be send to the exhibitors later) and can be assembled in the venue at the specific stand location. Exact instructions will follow in the Exhibitors Manual.

The design of all Exhibition spaces and associated exhibits and their weight or character is subject to the prior approval of the Organisers.

Construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by the Organisers.

Any Exhibition space considered not to be in the best interests of the Exhibition may be removed or altered by the Organisers at the expense of the Exhibitor. The Organisers reserves the right on written notice but with effect as soon as can reasonably practicably be arranged by the Exhibitor to request exhibit amendments if circumstances demand.

The Organisers will not be liable for the fulfilment of this contract as to the delivery of Exhibition space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, terrorist act, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Exhibition, or for any cause beyond their control. It will, however, in the event of it not being able to hold the Exhibition for any of the above named reasons reimburse the Exhibitor on a pro-rata basis for any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising salaries, operating costs, etc, provided that the Organisers have itself been able to obtain a refund of any such amounts paid to any third parties and provided that the Exhibitor has not been compensated through its own insurance for such losses.

7. Stand construction regulations

By determining and enforcing these stand construction regulations and special conditions, the team of IWA Water and Development Congress & Exhibition Colombo 2019 aims to set clear and enforceable rules. These will enable all exhibitors to realize the best possible presentation at the Exhibition, and safeguard the image of the event as a whole. Refer to the exhibitor manual for all details.

The IWA Water & Development Congress & Exhibition is a travelling event and thus the country, city and venue changes in every edition. Due to the changing venue, the local rules, regulations and terms of conditions of the BMICH apply for stand construction.

7.1 General information

All exhibitors need to submit a stand design to the organiser. Please bear in mind that only after written approval, you can start constructing your stand. The deadline for stand design submission and evaluation by the organiser will be send to the exhibitors separately.

Please submit a scale floor plan (with dimensions) and two elevations (with height dimensions), and/or a 3d sketch, visualisation or photo (with height dimensions).

*Note: The only exception to the above is companies that use ‘ready-to-exhibit’ shell scheme from the organisers. No stand design is necessary for these types of stand.

If you have any questions regarding the stand construction regulations, please contact the organisers.

E: info@iwa-exhibitions.com

7.2 Stand construction regulations

*(below mentioned heights (240 cm) are possibly subject to change)*
The layout of the allocated stand space has to be compliant to the type of stand which is reserved. It is not allowed to close more sides than indicated for each stand type. Example: an ‘island stand’ (4 sides open) cannot be built as an ‘end of row stand’ (3 sides open, one back wall).

**Island stand:**
Island stands have aisles on all four sides (4 sides open). The design should ensure that the view of other stands at the Exhibition is obstructed as little as possible.

**Front stand:**
End of row stands have aisles on three sides (3 sides open). Exhibitors need to provide a back wall.

**Corner stand:**
Corner stands have aisles on two sides (two sides open). Exhibitors need to provide a back wall and a side wall.

**Wall stand:**
Wall stands have aisles on one side (one side open). Exhibitors need to provide a back wall and two side walls.

**Standard construction height:**
- Standard construction height is 240 cm (including wooden platforms).
- Maximum construction height depends on the venue.
- **Building height above 240 cm is only allowed after approval of the organisers.**

**Walls**:
- Within 200 cm from the aisles, walls* with a height of 100 cm, are not limited in width.
- Within 200 cm from the aisles, walls* with a height between 100 cm and 300 cm, are allowed if their width is 1/3 of the side surface maximum.
- Within 200 cm from the aisles, walls higher than 300 cm are not allowed.
- Walls higher than 300 cm (max. 400 cm) may not take up more than 1/3 of the side, and need to be placed at least 200 cm from the aisles.
- Columns higher than 300 cm along the aisles are allowed, if the surface is maximum 50 cm x 50 cm. The distance between two columns must be at least 100 cm.

**Please note:** Building height above 300 cm is only possible after approval of the organisers. Non-shell scheme stands need full approval, independent of the stand height.

* A wall is a partition made of hard materials such as wood, (semitransparent/translucent) glass, polyester or stone, but can also consist of curtains, nets or blinds, or a combination of the above mentioned. Other parts that block the view will be checked as walls.

**Separation walls – finish of high parts facing neighbours:**
- Between two adjacent stands a separation wall, with a height of 240 cm, must be placed.
- Within 200 cm from an adjacent stand no advertisement, facing the neighbours is allowed above 240 cm high.
- The back of a separation wall (and/or parts within 200 cm of the neighbours) higher than 240 cm must be finished properly (equal white or black). Any other finish is only possible after permission of the Organisers.
- Under no circumstances should air inlets and safety facilities be blocked.

**Trusses – banners - lighting:**
The Exhibition will be constructed in specific areas of the venue BMICH for this occasion. Due to this set up, trusses hanging from the ceiling and holding lighting or banners are not possible.

- Within 200 cm from neighbouring stand no advertisement facing the neighbours is allowed.
- Horizontal ceilings are allowed, if they fit within the regulations.

**Aisles:**
- Under no circumstances should stand constructions of trusses be suspended over the aisles.
- If two or more stands belong to a single exhibitor, consult the Organisers for permission to adapt the color and/or floor covering of the aisle to the stand design.

**Wooden platforms:**
The use of wooden platforms is recommended for stands with water pipes, and/or large amounts of electric wiring; the stand builder can be approached for advice. When using platforms, the following must be taken into account:
– Maximum height is 10 cm, measured from floor level to the top of the platform;
– The platform sides should be closed off and neatly finished;
– Platforms should be placed within the stand’s perimeter;
– Exhibitors who fit their stand with raised floors are asked to make sure that their presentation is accessible to the disabled, for instance, by employing sloping stand edges or by adding ramps (of sufficient width and without sharp-angled sides). This should be recognisable to the visitors.

**No provisions:**
Any requests that are not covered by these construction regulations will be decided upon by the Organisers.

**Fire and safety regulations:**
Fire and safety regulations take precedence over these stand construction regulations in all circumstances.

**Multi-storey stands permits**
Exhibitors using stand with multiple stories, a gallery and/or podia (height > 60 cm) must request a permit in line with local rules & regulations and venue regulations.

Where building with extra stories is concerned, the exhibitor will also be charged 50% of the hire of stand space per square metre, excl. VAT.

8. Stand decoration

8.1 General conditions
Exhibited goods may not completely or partially obstruct the view of Exhibition area or the surrounding stands, and have to be placed within the perimeter of the stand. Mobile parts of the goods cannot move outside the stand in case of e.g. a demonstration. Parts which can cause danger, like sharp and/or overhanging parts, have to be fenced off efficiently. Furthermore, goods must not be covered during opening hours. The Organisers are allowed to remove covers if necessary without any liability. The exhibitor is not entitled to remove any exhibited goods from the stand during the Exhibition without a written dispensation.

8.2 Floor covering
The Organizers will supply floor covering in the BMICH in the aisles if needed.

The exhibitor will be invoiced for removing any remains of e.g. adhesive tape on the floor. For the use of special floor covering (e.g. concrete tiles, sand, pebbles) written permission from the Organisers is obligatory. The permission can be requested when submitting the stand design. Before placing such materials, a plastic cover has to be applied to the floor. The painting of floors is not allowed.

8.3 Definitions

**Banner:**
Banners are long ‘flags’ or cloths which are used for advertising purposes. Banners are available in both horizontal and vertical versions.

**Fascia boards:**
A fascia board is a construction on the upper part of a stand, which usually conveys the name of the exhibitor. It can be placed on several sides of the stand, depending on the shape of the stand. The maximum height of a fascia board is 40 cm.

**Perimeter:**
The perimeter is the outline within which the stand is placed, and which indicates the demarcation with the aisles and neighbouring stands.

**Standard construction height:**
The standard construction height is the maximum construction height that all stands must comply with. Written permission from the Organisers is required for any deviation, and will require the submission of a detailed stand design.
Trusses:  
Trusses are metal suspension constructions, mostly rectangular or triangular, to which various lighting and audio equipment can be attached. Banners and other advertising can also be attached to trusses.

Wall:  
A wall is a partition made of hard materials such as wood, (semitransparent/translucent) glass, polyester or stone, but can also consist of curtains, nets or blinds, or a combination of the above-mentioned. Other parts that block the view are will be checked as walls.

9. Demonstrations  
Special activities at stands, such as product presentations, performances and shows, may only take place if written permission is granted by the Organisers. Please note that permission must be requested in writing at the latest 30 days before the beginning of the construction period. This permission is subject to various conditions, including that the activity must be situated in such a way that interested visitors do not block the corridor.

10. Insurance  
Exhibitors must carry insurance for workers’ compensation, comprehensive, general liability including products and completed operations, independent contractors, personal injury, and blanket contractual liability.

The Exhibitor must hold a current public liability insurance for an amount reasonable to the risks involved with the Exhibitors’ particular Exhibition space, as well as the exhibits specific location (country / city).

It is strongly recommended that Exhibitors carry insurance to cover loss of or damage to their exhibits or other personal property while such property is located at or is in transit to or from the Exhibition venue.

While the Exhibition venue has security guards, this is solely as a service to the event, and the Organisers assume no responsibility for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever save that this non-assumption of responsibility shall not apply to death or personal injury caused by the negligence of the Organisers. The Exhibitor expressly agrees to save and hold harmless the Organisers their management, agents and employees from any claims, liabilities and losses for injuries to persons (including death and personal injury unless caused by the negligence of the Organisers) or damage to property arising in connection with the Exhibitor’s use of the Exhibition space.

11. Liability  
The Exhibitor is responsible for all personal injury or damage to property arising from the Exhibitor’s exhibition space and associated exhibit. This is so whether it is caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of the Exhibitor. It applies to any act or omission of any such person or by any exhibit, machinery or other article or thing of the Exhibitor in the possession of or in use by any servant or agent of the Exhibitor.

The Exhibitor shall indemnify the Organisers in respect of any damage, claim, action, proceeding, cost, claim or demand arising out of any such injury or damage.

The Organisers are under no liability for personal injury to the Exhibitor or its servants, agents, invitees or licensees no matter how they are caused save that this exclusion of liability shall not apply to death or personal injury caused by the negligence of the Organisers. The Organisers are under no liability for the loss of or damage to exhibits or to property owned by the Exhibitor, its servants, agents, invitees, or licensees no matter how it is caused. The Exhibitor is therefore responsible to take out its own insurances in respect of all such risks.
12. Safety and Security

Mobile or trailer exhibits are permitted only in certain areas and approval must be obtained from the Organisers prior to installing this type of exhibit on an Exhibition space.

All material used in the Exhibition venue and/or the Exhibitor’s allocated Exhibition Space must be fire-proofed. Any demonstration requiring open flames, any kind of compressed gas or explosive fuels, heat etc, must be arranged with the Organisers in advance. The Exhibitor must accept full responsibility for compliance with national, state and local fire safety regulations, including but not limited to the provision of fire extinguishers and smoke alarms.

The Exhibitor may only use audio-visual equipment demonstrations or other sales presentations or attention-getting devices that are appropriate and at a low volume so that nearby Exhibitors are not inconvenienced and so as not to induce crowds to block or infringe upon another Exhibition space.

The Organisers shall determine such appropriateness in its sole and absolute discretion and its ruling on any issue in this clause shall be immediately complied with by the Exhibitor.

13. Available services

On behalf of the Exhibitors, the Organisers have designated certain official contractors (‘Official Exhibition Contractors’) to provide the following: shell scheme stand construction, electricity, cartage, furniture, stand and floor decorations, signs, photographs, etc. as stated in the Exhibitors’ Manual.

Services such as those of electricians, carpenters and other labour if detailed in the Exhibitors’ Manual will be available wherever possible and charged at the prevailing rates, if applicable. Contractors and rates will be listed in the Exhibitors’ Manual to be issued separately. Contractors and rates will be listed in the Exhibitors’ Manual to be issued separately. It will be stated in the Exhibitors’ Manual when it is compulsory for the Exhibitor to use one of the Official Designated Contractors and when the Exhibitor may choose their own contractor. The Organisers assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organisations. Arrangements for these services and payments are to be made between Exhibitors and Official Exhibition Contractors, except for those services that are included in the standard Exhibition package as mentioned in the application form (stand space incl. shell scheme).

Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitors’ Manual will result in the alteration or removal of the stand at the Exhibitor’s expense. Rental fees for services and Exhibition Spaces are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of the municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the Exhibition venue.

14. Allocation

Allocation of all requested Exhibition space will be in the Organisers’ sole and absolute discretion provided that the Organisers will reasonably endeavour to ensure that allocation occurs in priority order according to:
(a) the date the application form and payment is received by the Organisers;
(b) where application forms are received on the same date allocations will be accorded priority based on
   (1) members of the International Water Association
   (2) previous participation in other Exhibitions organised by the Organisers.

The Organisers reserve the right to assign or reassign Exhibition Spaces and to alter the size, shape or position of Exhibition Spaces and the floor plan of the Exhibition as may be necessary to ensure that the arrangement of the Exhibition is in the best interest of attendees and Exhibitors.

15. Payment conditions

The stand rental has to be paid in the following instalments:

- 100% of the overall rental fee within 30 days of the invoicing date – invoices will be sent directly after receipt of your application form.
Presented stand locations can only be considered as confirmed after payment of the stand rental and official allocation.

All payments must be received by the Organisers at least 5 days before the first build-up day of the event.

16. Cancellation policy

- Cancellations before 1st of January 2019 are liable to 10% of the rental fee*.
- Cancellations between 1st of January 2019 and 4 months prior to the event are liable to 50% of the rental fee*.
- Cancellations less than 4 months prior to the event are liable to 100% of the rental fee*.

*Costs considered within the cancellation conditions are space rental fees and shell scheme costs.

Cancellations are only considered if received by the Organisers in writing.

It is agreed that if the Exhibitor fails to comply in any respect with the Terms and Conditions of the Agreement, then the Organisers shall have the right without notice to the Exhibitor to sell or offer for sale the Exhibition Space covered by the Agreement, the said Exhibitor to be liable for any deficiency, loss or damage suffered by the Organisers by reason of such default, which loss or damage the Exhibitor agrees to pay the Organisers upon the damage together with reasonable expenses and costs incurred by reason thereof.

17. Protection of facilities

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the Exhibition Venue without written permission from the appropriate building authority and the Organisers. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Exhibition Manager or the Exhibition Venue Manager and their assistants.

18. Installation and dismantling

The specific requirements as to the time for installation and dismantling of exhibits shall be as set forth in the Exhibitors' Manual. Such requirements shall be binding upon the Exhibitor and it is the responsibility of the Exhibitor to ensure that they receive a copy of the Exhibitors' Manual.

19. Variation of terms

The Organisers through its designated servants and/or agents reserves the right to vary or add to these Terms and Conditions if necessary to comply with any laws or any directions given by the owner/lesser of the Exhibition venue or as otherwise determined necessary by the Organisers for the efficient running of the Exhibition. Exhibitors, who already booked a stand space will be informed accordingly.

20. Remedies

A breach of these Terms and Conditions by the Applicant will entitle the Organisers through its designated servants and/or agents to:

(a) retain any payment made by the Exhibitor;
(b) prohibit the Exhibitor from occupying the allocated Exhibition space and/or remove from the allocated Exhibition space the Exhibitor along with any exhibits or any other material with the cost of such removal being a debt due and payable by the Exhibitor to the Organisers.

21. Disputes

Any complaints should be made within 30 days of the last day of the Exhibition. Complaints brought to our attention after this deadline will not be addressed.