

1.0 APPLICATION FOR PARTICIPATION

1.1 Brunei MSME Festival 2019, held from the 28th – 31st March 2019, is strictly for Brunei-registered companies only. DARE reserves the right to refuse, stop and remove exhibitors from the exhibition hall immediately and without further notice if they are found to be fraudulent to this rule.

2.0 ALLOCATION OF BOOTH

2.1 DARE shall reserve the right to change the booth allocated to the exhibitor at any time prior to the commencement of the build-up of the exhibition should exceptional circumstances demand, to transfer or close entrances or exits to the exhibition hall and to undertake other structural alterations as they deem fit. Such changes shall be at the sole discretion of DARE and the exhibitor shall have no claims for compensation because of these changes.

3.0 EXHIBITS AND APPLIANCES

3.1 Any exhibits interfering with neighbouring exhibits are strictly prohibited.

4.0 FURNITURE, ELECTRICAL FITTING AND ELECTRICITY SUPPLY

4.1 Special booth construction, electrical wiring and decorator services are available only through the Official Contractors appointed by DARE. Exhibitor will need to write officially to DARE should they decide to appoint other contractors and this is subject to approval.

5.0 ADVERTISING OF EXHIBIT

5.1 Exhibitors may distribute flyers or other printed advertising matters from their booth vicinity only. In the event of any complaint resulting from such distribution, the matter shall be referred to DARE for resolution.

6.0 LIABILITY & LOSSES

6.1 DARE and all organizations and individuals who are employed by or associated with in connection to this exhibition will not be responsible and shall be indemnified by all exhibitors for damage or loss resulting from fire, or any other cause whatsoever, including accident or injury to exhibitors, their employees and agents, the public and others. The exhibitors agree to pay promptly for any/all damage to the exhibition building or its equipment incurred through carelessness or otherwise, of exhibitor or his employees or agents.

6.2 DARE is not responsible for damage to exhibitors' property or lost shipment either coming in or going out, or for moving. Damage to inadequately packed property is exhibitor's own responsibility. If exhibit fails to arrive, exhibitor is nevertheless responsible to exhibit space rental.

7.0 SAFETY AND FIRE LAWS

7.1 All applicable fire and safety laws of the venue must be strictly observed by the exhibitors. Smoking in the exhibition area is forbidden. Exhibits must not block aisle and fire exits.

8.0 TERMINATION OF EXHIBITION

8.1 In the event that the premises in which the exhibition is or is to be conducted shall become, in the sole discretion of DARE, unfit for occupancy or in the event the holding of the exhibition or the performance of DARE under Application (of which these Term and Conditions are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of DARE, the said Application and/or the Exhibition (or any part thereof) may be terminated by DARE. DARE will not be responsible for delays, damage, loss, increased cost, or unfavourable conditions arising by virtue of causes not reasonably within the control of DARE. If DARE terminates said Application and/or the Exhibition (or any part thereof) as foresaid, then DARE shall not be liable to the exhibitor other than for a prorated refund of such exhibit days remaining.

9.0 FAILURE TO EXHIBIT

9.1 DARE shall be at liberty to release the booth(s) without reference to the defaulting exhibitor, in the event the exhibitor fails to exhibit.

10.0 RIGHT OF POSSESSION

10.1 In the event of an exhibitor owing DARE a sum still outstanding at the end of the payment due date, DARE reserves the right to prohibit and/or prevent the exhibitor from moving his goods, exhibits or chattels from the exhibition venue. DARE also reserves the right to remove exhibitor debtor's exhibits to be stored at the premises of DARE until full settlement has been made.

11.0 SUB-LEASING

11.1 Exhibitors must not sublet or subcontract the whole or part of his/her space without prior written permission of DARE.

12.0 CODE OF BUSINESS ETHICS

12.1 Exhibitors are to conduct their business in orderly manner so as not to create unhealthy practices detrimental to the exhibition as a whole. Exhibitors must be properly attired.

13.0 EXHIBIT ITEMS

13.1 Exhibitors are not allowed to sell counterfeit goods such as designer clothing, handbags, shoes, cosmetics, perfume, etc. DARE does not allow the sale of unlicensed or copyright infringing merchandise, including art, books, music, videos and other copyrighted materials. At DARE's discretion, we will cooperate with all law enforcement agencies to enforce these infringements.

14.0 FAILURE OF SERVICES

14.1 DARE shall not be liable for any damage or loss by the exhibitors directly or indirectly attributable to the cancellation, suspension or reduction of the exhibition from the period advertised or specified due to force majeure, acts of war, military, municipal statutory or civil authority, fire, floods, tempests, excessively inclement weather, earthquake, or combination of sale, serial object(s) aircraft, strikes, riots, civil commotions, lockouts, industrial disputes by workmen.

14.2 In the event the exhibition is cancelled, reduced or postponed, the fees paid to DARE or any part thereof may be refunded at the sole discretion of DARE but this shall not prejudice DARE's right to appropriate the entire sum(s) or any part thereof for their own purpose to defray administration and/or other expenses.

15.0 COMPULSORY DOCUMENTS

15.1 It is agreed that the exhibitor will submit record of daily sales or sales leads to DARE as well as the feedback form at the end of the event.

16.0 REJECTED DISPLAY

16.1 The exhibitor agrees that his/her exhibit shall be admitted and shall remain from day to day solely in strict compliance with the Terms and Conditions herein laid down. DARE reserves the right to reject, eject or prohibit any exhibit in whole or in part of any exhibitor or his representatives, before or during the exhibition. DARE and their Agents shall not be liable for any damages or loss if an exhibit or exhibitor is ejected for violation of these Terms and Conditions.

Instruction:

Please acknowledge that you have read and agreed to the Terms and Conditions latest by 11th March 2019 through the online version of this Contract at: <https://goo.gl/forms/06m127dUVZBH7oDE2>