

**1. Terms of Reference**

In these rules and regulations the term 'Exhibitor' shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting. The term 'Exhibition' shall mean: ASIA PACIFIC FOOD EXPO 2017. The term 'Organiser' shall mean: FOOD CORPORATION (S) PTE LTD located at 9 Jurong Town Hall Road, #04-13, Trade Association Hub, Singapore 609431

The term 'Contract' means the contract for stand at the Exhibition entered into between the Organiser and the Exhibitor which incorporates the rules and regulations.

**2. Application for Participation**

Participation is open to food manufacturer and trader. All application for participation shall be made on the prescribed application form. The application form shall be submitted to the Organisers or their Representatives accompanied by the required payment. The submission of the application form shall deem to be confirmation of participation and acceptance of the TERMS OF CONTRACT. The Organiser shall reserve the right to accept or refuse any application without any reasons thereof.

**3. Allocation of Stand**

The Organiser shall allocate the stand on first come, first served basis. The Organiser shall reserve the right to change the stand allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand, and to alter the size and dimensions of the stand, to transfer or close entrances and exits to the Exhibition hall and to undertake other structural alterations they deem fit. Such changes shall be at the discretion of the Organisers and the Exhibitor shall have no claim for compensation as a result of the changes.

**4. Exhibits**

The Exhibits are required to be fit for the gist and purpose of the Exhibition.

The goods failing under any of the items mentioned below are not allowed for exhibition.

- a) Narcotic drugs or legally prohibited goods
- b) Flammable, explosive or radioactive materials.
- c) Any goods infringing or likely to infringe upon industrial property rights
- d) Goods likely to conflict with relative laws and ordinances.

**5. Use of Stand**

Exhibitors are bound to exhibit solely food products and to man the stand with competent personal during the opening hours of the Exhibition. The Organiser reserves the right to refuse admittance to any visitor to the Exhibition or to have access to the stand.

Exhibitors will be liable for any change to walls or the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without prior approval of the Organiser.

**6. Terms of Payment**

Space Rental Rates – Please refer to sales brochure.

Booking of stand space shall be accompanied by an initial payment of 50% of the stand rates upon signing the contract.

The remaining 50% must be paid to the Organiser as stipulated in the Terms of Contract.

Payment by the stipulated dates is a pre-requisite condition governing participation in the exhibition. In the event of default in payment by the stipulated dates, the Organiser shall reserve the right to refuse participation and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.

**7. Cancellation of Space**

The Organiser shall not accept cancellation of stand space by Exhibitors and no payment shall be refunded from the Organiser.

The Organiser reserves all rights to claim from the Exhibitor for all losses incurred due to any cancellation made by Exhibitors.

**8. Changes**

The Organiser reserves the right to change the venue, date and duration if exceptional circumstances demand. In the event of change of venue, date and/or duration, the agreement to participation shall remain in force so long as the Exhibitors are informed before the changes. In the event of a change of venue and/or date or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claims for compensation in connection with their bookings for participation.

**9. Immigration Procedures**

In cases where in order to enter Singapore for the Exhibition, it is necessary for the Exhibitors to follow certain immigration formalities, the Exhibitors shall handle such formalities independently and the Organiser shall not be responsible for any such immigration formalities or related fees involved in obtaining permission for entry. Also, should the Exhibitor have to cancel the Exhibition contract due to a rejection of permission for entry into Singapore, the Exhibitor must pay the Organiser the cancellation fee as follows: -

Cancellation 8 weeks prior to Exhibition date:	20% of rental cost
Cancellation 4 weeks prior to Exhibition date:	50% of rental cost
Cancellation less than 4 weeks prior to Exhibition date:	100% of rental cost

**10. Prohibition**

The Exhibitor is not allowed to do any of the acts set forth below:

- a) To assign, sell, sub-lease or offer as a security, the position or rights of the Exhibitor in the Exhibition Contract, in whole or part without prior written consent of the Organiser.
- b) To post or display a signboard, notice board, advertising sign, inside, outside or around the Hall, except in designated place. The same does not apply to cases where the Organiser or Venue Owner's prior consent has been obtained.
- c) To carry in heavy weight or articles causing other persons annoyance due to dirtiness or a bad smells, etc.
- d) Any acts which will cause damages to the Hall including the booth.
- e) Staying overnight in the booth space
- f) No explanation of the goods or promotion of products through microphone. However, at the discretion of the Organiser there may be certain cases for exception to this rule.
- g) Any other matters not to be allowed in this terms of contract and regulations set forth by the Exhibitor Manual.

**11. Decoration and Setting Up of Stall**

- a) All Exhibitors shall only use the Official Contractor appointed by the Organiser for electrical and lightings installation.
- b) For the Exhibitor's own design, a layout plan of the specific design must be submitted to the Organiser for approval 2 months prior to the Exhibition.

Note: Exhibitor's nominated contractor will be required to lodge with the Organiser a refundable performance deposit of \$2,000.00. This deposit will serve to cover any damages arising directly from any infringement. This is without prejudice to any additional claims the Organiser may have on the contractor if the damages exceed the deposit.

- c) All Exhibitors must complete their stall set-up and decoration 2 hours before the opening of the trade fair.
- d) Charges: S\$500.00nett/unit for standard shell scheme (size: 4m x 3m or 3m x 3m) including: -
  - Partition walls of white powder coated finish. Height at 2.5m
  - White fascia board in vinyl sticker cut out. (300mm ht)
  - 2 units of 40 watt, 4 feet fluorescent tube lights
  - 9sqm/12sqm of needle-punch carpet laid onto existing flooring
  - 2 units of white plastic chairs
  - 1 unit of white reception desk, 750mm ht
  - 1 unit of 15amp single phrase power point
- e) Charges for additional facilities: - Please refer to Exhibitors' Manual.
- f) No decorations are allowed to interfere with other Exhibitors.
- g) No facilities and signs are allowed on the passage in the Hall.
- h) Any decorations should be below 4.5meters in height. However, Exhibitor may apply for special permission from the Organiser.
- i) No use of ceiling for booth is allowed.
- j) The Organiser may order the Exhibitor to discontinue or restrict construction work or to take any measures for preventing an accident, each to be done at the Exhibitor's expense.

**12. Passage Way**

Passage-way between and around the stands shall not be used for any display or sale of goods. The passage-way must be free at all times.

**13. Movement of Exhibits**

- a) Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue.
- b) Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.

c) No exhibits will be allowed in or out of the exhibition hall without a delivery order or clearance chit at all times.

d) Exhibitors shall remove all exhibits from the exhibition hall within the period stipulated by the Organiser and shall indemnify the Organiser against any loss by reason of the delay or damage to the exhibition hall.

#### 14. **Lightings and Electrical Works**

All Exhibitors shall only use the Official Contractor to handle lighting and electrical works. Exhibitors must order additional fittings and electrical works if their requirement is more than the standards provided for. The Organiser reserves the right to charge double the stipulated rates for electrical installation and stand which are not submitted within the stipulated time limit. Please refer to Exhibitors' Manual for details.

Electrical supply and service are not guaranteed for stands that are not completed within the stipulated time limit.

Exhibitors requiring 24 hours electrical supply must submit their application (refer Manual) to the official contractor.

#### 15. **Failure of Services**

The Organiser shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributed to the cancellation, suspension or reduction of the scheduled exhibition from the period advertised or specified due to: -

- a) Force Majeure
- b) Acts of war, military activity, and municipal statutory or civil authority requisition
- c) Fire
- d) Damage caused by an aerial object or aircraft
- e) Strikes or lockouts by workmen
- f) Breakdown of electricity supply
- g) Government or Government agencies' advices and/or order due to outbreak of diseases, eg. SARS

And if under circumstances beyond the Organiser's control, the exhibition has to be cancelled, altered in character or reduced in scale, the Exhibitors, their agents or contractors shall have no claim against the Organisers, nor may the Exhibitors withdraw from their contract.

#### 16. **Insurance, Liability and Risks**

All Exhibitors shall insure, indemnify and hold the Organiser harmless in respect of all costs, claims, demands and expenses to which they may be subjected as a result of loss or injury to any person howsoever caused while the said person are upon or examining or passing the said exhibition stand, during the tenancy of the exhibition. The liability or risk of the employees, agents or exhibits shall be responsibilities of the Exhibitors. Exhibitors are advised to fully insure all exhibits during the tenancy of the exhibition.

#### 17. **Security**

The Organisers shall take all security precaution in the interest of the Exhibitors and visitors. However, the Organisers shall not be held responsible for any loss or theft of exhibits at the exhibition hall during the build-up, exhibition and dismantling period. The Organiser shall also not be responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

#### 18. **Fire Regulations**

All materials used in stand and exhibition construction must be properly fire-proofed in accordance with local regulations. Fire marshals will patrol the exhibition hall and are authorized to limit any demonstrations that are potential fire hazards.

No gas cylinder, naked lights, petrol or gasoline, dangerous gases, explosives or highly flammable substances are allowed in the exhibition halls at all times. Exhibitors are advised to use hotplate, electrical oven and microwave for cooking demonstration.

#### 19. **Customs and Excise Regulations**

Foreign Exhibitors shall adhere to the Singapore Customs & Excise Regulations for importation of their exhibits. Only duty paid goods and goods adhering to local regulations are allowed for sale during and after the exhibition. Failure to do so can cause the exhibition or action in contravention of the Singapore Customs and Excise Regulations. All of which shall be the Exhibitors' own liability. The Organiser shall not be held responsible in the event of any loss incurred by the Exhibitor.

#### 20. **Enforcement**

The Organiser reserves the right to stop any company from admission and/or to compel any company to leave the exhibition hall without assigning any

reason whatsoever in the event of any company which has not sign this contract of participation directly with the Organiser.

#### 21. **Rules & Regulation**

By signing this contract, the Exhibitor undertake to adhere to the Rules & Regulations as stated in the Exhibitors' Manual and to act accordingly to the Organiser's reasonable advice at all times.

#### - **NEA Regulations**

- a) Cooking, preparation of food and washing activities are strictly not allowed at the site, unless proper supporting facilities are provided. Such facilities include proper washing facility (a sink connected to clean piped water supply and waste water discharge to be installed in every foodstall) and storage with temperature control (freezer, chiller, food warmer, etc.) for food items.
- b) Where proper supporting facilities are not provided, only pre-packed/pre-cooked food obtained from licensed sources are allowed to be sold.
- c) Sale of home-cooked food is strictly not permitted.
- d) Food on display is to be placed in proper showcases and properly covered.
- e) Only pre-packed ice-cream obtained from licensed sources are allowed to be distributed or sold. For scooped ice-cream, supporting facilities such as fresh water supply and proper sewer discharge must be provided.
- f) Proper facilities for the storage of ice-cream must be provided.
- g) Ice-cream handlers must wear mouth-mask and disposable hand gloves when handling the food.
- h) Food handlers are to practise a high standard of food and personal hygiene. Where it is not practical to use utensils such as tongs to handle cooked food, disposable gloves must be worn.
- i) Foodhandlers must be registered with NEA. All foodhandlers must be inoculated against typhoid and attend the Basic Food Hygiene Course conducted by WDA accredited training organisations. Foodhandlers who are 45 year old and above must be screened for tuberculosis (chest X-ray).

#### 22. **Indemnity**

All Exhibitors' indemnify and will keep indemnified the Organiser in full from all claims, demand, actions, suits, proceedings, order, damages, costs, losses and expenses of any nature whatsoever which the Exhibitors may suffer or incur from out of any occurrences in, upon or at the Exhibition or any of thereof causes by the Exhibitors.

#### 23. **Major Promotion Activities**

Exhibitors should obtain prior approval from the Organiser for all large/major sales promotion during the Exhibition.

The Organiser reserved the rights:-

i) to sanction/stop any sales promotion should such approach caused disciplinary problems or inconvenience to the general public and other Exhibitors.

ii) to bill the Exhibitor for any additional costs incurred, i.e. manpower, barricades etc.

#### 24. **Arbitration**

For the purpose of interpretation of the contractual clauses, both Exhibitor and Organiser shall refer to the English language only and any attributions should be done through a Singapore court under the legal framework of Singapore laws.

25. Other Terms and Conditions as per Organiser's Contract with Singex Venues Pte Ltd. (Details can be referred upon request.)