

BOOTH SPACE ALLOCATION / RESERVATION FORM

(Exhibitors Only)

NAICE 2019

August 5th – 7th 2019

**EKO HOTELS & SUITES CONVENTION CENTRE
LAGOS, NIGERIA**

No of Booths to be reserved:.....(booth no....) (1 booth = 12sqm)

Exhibiting Company:

Contact Person: Phone:.....

Email Address:

Signature (*required*):.....

Date:.....

Booth allocations will be on a “first come, first served” basis. There shall be no refund for cancellations made after booth contract is signed and received. By signing above you agree to the cancellation of booth space and refund policy stated below. Refer to Exhibition Floor Map for specific booth cost per 12square meter. Your company’s invoice would be issued immediately your completed booking form is received and emailed to the contact person indicated on the form.

If you have any questions, please do not hesitate to contact us. Complete and email scanned copy to the Exhibition Sub-Committee Chair:
Ugochi Akwiwu (ugochi_akwiwu@yahoo.com), SPENC-secretariat@spenigeriacouncil.org
Contact: +234 (0) 803 305 9125

CANCELLATION OF BOOTH SPACE AND REFUND POLICY – All cancellations must be made in writing to SPE Nigeria Council. Cancellations received between assignment of selected booth space and June 12, 2019 will result in a cancellation fee equal to 20% of the cost of the booth space. Cancellations received between June 13, 2019 and July 13, 2019 would result in a cancellation fee equal to 50% of the cost of the booth space. No refunds will be issued for any cancellations received after July 13, 2019. Any unpaid fees for booth space reserved will be due and payable immediately. In all instances of cancellation, SPE Nigeria Council reserves the right to assign the booth space to another exhibiting company and more specifically in the event that the cancellation is received after July 13, 2019, SPE Nigeria Council has the additional right to retain as liquidated damages all amounts paid to SPE Nigeria Council by the cancelling exhibiting company. Both the exhibiting company and SPE Nigeria Council specifically recognize and acknowledge that SPE Nigeria Council will sustain certain losses if the exhibiting company cancels its booth space after July 13, 2019. Because it will be difficult, if not impossible, to quantify these damages, the parties agree that this provision for liquidated damages is necessary and appropriate. In the event that the exhibiting company fails to pay the full amount by the date specified in the body of the contract, SPE Nigeria Council reserves the right to consider, as its option, said failure to be a cancellation of the booth space, to assign same booth space to another exhibiting company and to invoke the liquidated damage clause set forth above.



NIGERIA COUNCIL

GENERAL TERMS AND CONDITIONS NAICE 2019

1. Background Society of Petroleum Engineers Nigeria Council ("the Council") arranges annual conferences and exhibitions, under its own direction with the trade name Nigerian Annual International Conference and Exhibition, NAICE ("the Conference"). These general terms and conditions are applicable both for participants at the conference and where relevant, for booths subscribers (mutually referred to as "Exhibiting Company's").

These general terms govern subscription of booths space and all other services provided at the conference, and other, unless otherwise specifically provided for. If these general terms conflict with any specifically stated term regarding services provided at the conference, the latter shall prevail.

2. The agreement Reservation the reservations of booth space, as well as these terms, are regardless of the booking's form, contractually binding for the Exhibiting Company. The Council reserves the right to assess and, without any explanation, deny or set up specific requirements for the Exhibiting Company's participation in a certain event.

The Council is bound by the agreement when an order confirmation has been sent to the Exhibiting Company. Such confirmation can also be made in the form of an invoice. If the confirmation deviates from the reservation, the Exhibiting Company shall notify the Council thereof within 10 (ten) days from the date of order confirmation/invoice. If no such notification is made both parties are bound by the content of the order confirmation. If the Exhibiting Company notifies the Council about the deviation within the time limit stated above, the Council shall either correct the deviation or declare the agreement vitiated.

Exhibiting Company's specifications, made on an order form or the like, regarding booth location and its size, are only considered as requests. The Council grants the Exhibiting Company a final booth location based on the use of the exhibition arena for the period of the conference, the Exhibiting Company's line of business and classification of interest. Time of application (booth subscription / reservation) is no later than July 30, 2019. The Council reserves the right to, whenever it finds necessary, adjust and rearrange the layout of the booth spaces. Hence, a deviation between the requested booth location and the booth location finally allocated to the Exhibiting Company shall never be considered a deviation between the reservation and the order confirmation.

The Council is entitled to terminate the agreement with the Exhibiting Company, in writing, with immediate effect in the event of an Exhibiting Company's late payment.

Cancellation The Exhibiting Company may, cancel a booking of booth space which will result in a cancellation fee equal to 20 (twenty) percent of the cost of the booth space from the first received order confirmation (date of order confirmation) or first invoice (date of invoice) to or before June 12th, 2019. If a cancellation is made later than this date but earlier than July 12th, 2019, the Exhibiting Company is surcharged 50 (fifty) percent of the subscription for the booth space, unless otherwise stated on the order confirmation or the invoice. However, registration fees are never refunded.

As a summary, upon cancellation of a booking of booth space, the Exhibiting Company will be surcharged 20 (twenty) percent of the cost of the booth space if cancellation is made on or before June 12, 2019, 50 (fifty) percent of the cost of the booth space if cancellation is made between June 12, 2019 and July 12, 2019, and 100 (one hundred) percent of the cost of the booth space, in other words NO refunds will be issued if cancellation is made after July 12, 2019.

Space for a booth must not, fully or partly, be reassigned or sublet by the Exhibiting Company without the Council's approval.

The Exhibiting Company obligates itself to follow these general terms and other specific terms and regulations that may be issued by the Council.

3. Exhibiting Companies use of booth, etc.

Prior to the conference The Exhibiting Company shall take possession over the booth location no later than the date of order confirmation/invoice prior to the opening of the conference. Failure to do so entitles the Council to use the booth location for other purposes.

The Exhibiting Company shall have the stand location ready and prepared at least 12 (twelve) hours prior to the opening of the conference.

Booth location may not be taken into possession unless registration fee, subscription and any other fees according to the order confirmation and, if relevant orders made later, are paid in full. Entry to booths are not granted unless 100 (one hundred) percent of the subscription and any other fees according to the order confirmation are paid in full.

The Exhibiting Company is responsible for the design, construction, decoration, dismantling, removal and cleaning of his/her booth. The Council, through Exhibitions subcommittee, provides everything from individual products to complete booths. Orders from Exhibitions subcommittee should be made either by filling this Booth Application / Reservation Form or via www.spenigeriaCouncil.org

Conference rooms, short course rooms are all furnished and up to standards with the number of seats specified in the price list and equipped according to the specification in the price list, which is available at www.spenigeriaCouncil.org

During the conference The booth must meet the requirements stated in the Council's established Technical regulations. These can be ordered from the Council and are available at www.spenigeriaCouncil.org. Furthermore, the booth, including the two levels variant as well as decorations, exhibition area for advertising and the like, may not, without approval from the Council, exceed the maximum heights that have been decided upon for the exhibitions.

The Exhibiting Company shall keep the booth in good condition and, at his own expense, make necessary improvements if the Council considers it not to meet reasonable quality requirements.

Rented booths shall be maintained and returned in the same state as found on entry. The Exhibiting Company shall compensate the Council for all damages the Exhibiting Company or anyone for whom he is responsible causes on the booth space.

Only such items that are considered by the Council to comply with the objectives of the current conference and that meet reasonable quality requirements may be exhibited. In the event that an item is found by the Council not to meet the afore-mentioned requirements, the Exhibiting Company is obliged to remove such items from the booth immediately and at his own expense. The Exhibiting Company shall not be entitled to a refund of the booth subscription or any part thereof, or to receive any other compensation from the Council in respect of any costs or loss suffered – either direct or indirect – which could possibly arise as a consequence of a decision made by the Council as stated above.

The Council has an unconditional right to reasonably dismiss an Exhibiting Company or remove an exhibited object. Dismissal is made at the Exhibiting Company's expense.

It is not permissible for the Exhibiting Company to:

a) without approval of the Council, conduct sales over the counter for cash payments, or to take deposits

b) without approval of the Council, distribute advertisements outside his own booth

c) without approval of the Council, through displays within the area of the conference, refer to an exhibition outside the conference

d) present or allow political propaganda in the booth or elsewhere in the area of the conference

e) to arrange his booth, decoration, demonstrations and sales activities in a way which contravenes the international Code governing advertising, or which causes disturbance to other exhibitors and visitors. All spoken and written marketing shall be of a responsible nature and shall conform to marketing legislation

f) practice activities or give demonstrations, which due to their unreasonable sound level, as assessed and considered by the Council, negatively affects other exhibiting Companies' possibilities to participate and demonstrate their products, articles or services.

Cost of booths for commercial business, requires a specific agreement to be entered into between the Council and the Exhibiting Company.

Exhibited products may not be removed during the period of the conference without special approval of the Council.

It is not permissible to exhibit live animals, explosive products or other items, which the Council considers inappropriate as part of its safety policy. Products that are exhibited shall conform to the regulations of relevant authorities and/or control and inspection bodies and shall, where necessary, have the approval of such authorities or bodies.

The Exhibiting Company is reminded of his obligations according to legislation on working environment.

If necessary the Council is entitled to undertake corrective measures and/or actions, at the Exhibiting Company's expense upon violation of any aforementioned regulation, which is valid during a particular conference.

After the conference Any items left behind, in the booth or elsewhere within the area of the conference, after the last permitted removal time, the Council can implement their removal at the liability and expense of the Exhibiting Company.

As a means of guarantee for the fulfillment of all obligations to the Council that the Exhibiting Company has or may have, the Council shall be entitled to retain the Exhibiting Company's property until payment in full has been received

4. Exhibiting Company's liability The Exhibiting Company shall indemnify the Council for all damages caused by the Exhibiting Company or attributable to his personnel.

Breaches by the Exhibiting Company of any of these general terms or any other specific regulations concerning services provided by the Council shall render him liable to exclusion, with immediate effect, from participation in ongoing and future events. The Exhibiting Company will still be held responsible for the agreed subscription rate.

The Exhibiting Company shall indemnify the Council in the event of the Council being obliged to pay taxes or other duties to the state or municipality, based on the Exhibiting Companies subscription or other fees paid by the Exhibiting Company for participation in the conference.

The Exhibiting Company is particularly reminded that communication connections provided through Exhibition subcommittee, does not include any protection against infringement or computer viruses and that necessary protection through firewalls etc. must be provided by the Exhibiting Company.

5. The Council's liability in the event that the Council is not able to provide the agreed stand location, the Exhibiting Company is required to accept adjustments in respect of space and location, which may be necessary and reasonable due to the circumstances.

In the event the Council is effectively unable to offer any stand location, the Exhibiting Company is solely entitled to a refund of paid booth subscription and all other fees.

The Council shall not be responsible for any exhibited items or decorations in the Exhibiting Company's booth, irrespective of whether damage has been caused as a result of an error or negligence on part of the Council or staff for whom the Council is responsible.

The Council shall not be held responsible for any material, clothes or equipment that belongs to the Exhibiting Company or any third party, which are being stored in premises rented from the Council.

The Council is not responsible for an event's commercial impact or success, the number of participating exhibiting Companies or visitors, or the presence of certain strategic exhibiting Companies.

If, for reasons beyond the Council's control, restrictions occur in respect of heating, supply of electricity, water, communication connections, electronic or web based services or other facilities provided by the Council, the Exhibiting Company is not entitled to receive a refund of booth subscription or part thereof. Neither shall the Exhibiting Company be entitled to any form of compensation. If any of the afore-mentioned restrictions do occur due to circumstances within the Council's control, the Council's liability is restricted to a refund of the fee paid for such facility.

The Council is not liable for any errors made in catalogues or other publications of information regarding a certain event, irrespective of form, written or electronic.

The Council disclaims any responsibility for damages and claims resulting from these general terms or herein stated conditions not being complied with, or from failure to obtain any required approval from the Council. The Exhibiting Company shall himself remain responsible and indemnify the Council for all such expenses and damages.

In the event of the Council being forced to cancel or postpone an event as a consequence of war, riot or act of terror, action taken by local authority or lack thereof, new or altered legislation, conflicts on the labor market, blockade, fire, flooding or accident of substantial proportion or some other Comparable incident, no refund of subscription will be paid. Alternatively, the Exhibitor shall, as soon as the event can be held, be entitled to priority with regard to stand location or if applicable, similar premises and exempted from the registration fee. Except for the aforementioned, the Exhibiting Company is not entitled to any form of compensation

The Council is not liable for any other damages than those aforementioned, unless for actions and/or inactions that constitutes gross negligence. The Council will never be held responsible for the Exhibiting Company's indirect damages.

6. Terms of payment Booth subscription / reservation fee and all other applicable fees shall be paid for in advance prior to the conference. Subscription for booths and other additional related fees shall, unless otherwise agreed upon, be paid in full.

Services provided by Exhibition subcommittee shall be paid for within 15 days of receipt of invoice or before July 30, 2019 (whichever is earlier), if

nothing else has been specified at the time of confirmation. Complaints in respect of such services shall be made without delay and have reached the Council no later than 10 (ten) days after date of invoice.

6.1 Applicable to New exhibitors in NAICE

10% of the invoice cost is to be paid to SPE Nigeria's account a month from the date of the invoice while the remaining balance shall be paid on or before May 31, 2019.

No booth subscription / reservation should be made after July 30, 2019.

7. Miscellaneous The Exhibiting Company permits relevant information about him/her to be furnished to a third party.

The Exhibiting Company consents to the Council being freely entitled, without requiring the specific consent of the Exhibiting Company, to make sound and/or film recordings of the products, messages, films, presentations, performances, persons or anything else that represents that Exhibiting Company or that the Exhibiting Company shows at the conference. The Council is thereafter entitled to freely publicize the results of such recordings for its own PR or marketing purposes. The Council is itself responsible for obtaining any necessary consent for such uses from any third parties who may be concerned.

The headings in these general terms are only intended as support for reading and shall not affect the interpretation of them.

No omission from the Council in invoking these general terms shall operate as a waiver of such right. Neither shall a waiver of any right on any one occasion, irrespective of the reason therefore, be construed as a waiver of such right on any future occasion.

8. Insurance The Exhibiting Company is expected to take up all relevant policies for insurance to guide against risk and liability.

Liability insurance covers liability for damages in accordance with the current rules of law for personal injury and damage to property as well as financial loss that is a consequence of a personal injury or property damage that is indemnifiable under the terms and conditions. Damage or injury through a sold product is not covered. The insurance policy covers operations for exhibitors in connection with exhibitions on the booths.