

Food and Beverage West Africa, 18 – 20 June 2019. Landmark Centre, Lagos, Nigeria

Space Reservation form and Booking Contract
Section A – Contact Information

Company Name	
Contact Name	
Address 1	
Address 2	
City	
Postal Code	
Country	
Tel Number	
Mobile Number	
Email Address	

Section B – Exhibition Stand

All prices are in USD

Stand Type	Size	Cost per sqm	Total Cost	Tick
Shell Scheme Includes carpet, walling, basic wifi, electricity, name board, lighting, 2 chairs, 1 table and waste bin.		\$395		
Space Only Includes space only and basic wifi. Booth to be custom designed and built by approved contractor.		\$365		
Insurance It is a mandatory requirement that ALL companies should be covered by public liability insurance up to \$1 million for all BtoB Events organised exhibitions		\$250 per company		

Section C – Show Guide Opportunities

Opportunity	Price	Tick
Co-Exhibitor Listing (Any co-exhibitor to be listed in the show guide)	\$250	
Full Page advert	\$1,000	
Inside cover (front or back)	\$2,500	
Back Cover	\$3,000	
Front Cover	\$4,000	

Section D – Total amount due plus Tax

Total net amount	
+ 5% VAT	
Total Amount Due	

Section E – Payment Terms and Information

Payment Terms are as below;

- 50% due within 30 days upon receipt of invoice.** Return of contract confirms your attendance. Receipt of payment confirms your stand location. Failure to make immediate payment means your stand location will be released.
 Please note that your stand location is only secured by our receipt of your deposit payment. If no deposit is received to confirm your stand location, you will be liable to pay a **'defaulted 50% Deposit Penalty Fee'** as breach of contract and you will be placed on the re-allocations list until payment of the initial deposit is also received and only then will your company be re-allocated on the floor. **NB:** This does not affect BtoB Events Ltd right to collect full payment on invoice value.
- 50% balance due March 16th 2019.

Bank details to be highlighted on sales invoice.

We hereby confirm our participation at the above-mentioned exhibition and we confirm our acceptance of the Rules and Regulations printed overleaf which form part of this contract. The execution of this Application and its receipt by BtoB Events Ltd, is deemed conclusive evidence of the Applicants agreement to pay the full fees due from that moment. The application is non-cancellable by the Applicant. Applicant further acknowledges that BtoB Events Ltd, having incurred expenses as a result of the contract/application, is not required to refund any of the fees and that BtoB Events Ltd is also entitled to any unpaid amounts that may be owing by the Applicant to BtoB Events Ltd.

Section F – Signed Confirmation

This Booking Form and the BtoB Events Sponsorship and Exhibition Terms and Conditions, which are incorporated into this Booking Form, together constitute the Contract between BtoB Events and Client. By signing this Booking Form, Client confirms that it has read and understood both the Booking Form and the BtoB Events Sponsorship and Exhibition Terms and Conditions, and acknowledges and agrees to be bound by their terms. The signatory to this Booking Form is signing as the authorised signatory of Client and possesses all necessary power and authority to bind Client to this Contract.

Signature of authorised signatory:	
Print name of authorised signatory:	
Date of signature:	
Company Stamp:	
Booth Number	

Sponsorship and Exhibition Terms and Conditions:

Supplier ("We", "us", "Our"): BtoB Events FZ LLC Company License No.: 12488/2018 whose registered office is at Creative Tower, Fujairah, UAE / Company mailing address: BtoB Events FZ LLC, PO Box 941580, Dubai, UAE

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8 (LIMITATION OF LIABILITY)*. By placing an Order with Us, you agree to be bound by these Conditions.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 ([Charges and payment](#)).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Customer for the Package in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier which shall include their Agents and Employees ("You", "Your").

Customer Default: has the meaning set out in clause 4.2.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Exhibition: the Exhibition organised by Us as set out in the Package.

Exhibition Venue: the venue that stages the Exhibition.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in relation to the provision of the Services, in whatever format.

Manual: the manual provided by Us in respect of the Exhibition, as updated by Us from time to time.

Package: the Space, Sponsorship and /or Shell Scheme Booth package in relation to the Exhibition as annexed to the Order.

Order: the Customer's order for the Package.

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

Processing and process: have the meaning set out section 1(1) of the Data Protection Act 1998 as updated by the General Data Processing Regulations 2018.

Shell Scheme Booth: the shell scheme booth which you will either provide yourself or We will construct for You on the Space (which we do not produce or manufacture, the manufacturer providing a separate warranty in that regard) as referred to in the Package.

Space: the Space element as set out in the Package.

Sponsorship: the Sponsorship element as set out in the Package.

Supplier Materials: has the meaning set out in clause 4.1(h).

1.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase the Package in accordance with these Conditions and shall not be cancelled by the Customer under any circumstances, the full costs of the Package payable under all or any circumstances.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (howsoever received from the Customer) at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the various elements to a possible Package described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

3. The Package

- 3.1 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Package, but reserves the right to alter the date as specified in the Package subject to notifying you of such changes, if such changes have arisen due to being out of the control of the Supplier.
- 3.2 The Supplier reserves the right to change the Package if necessary to comply with any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.3 The Supplier cannot be held responsible if the Exhibition Venue is not available due to a Force Majeure event or any other matter reasonably out of the Supplier's control and We reserve the right to alter the location of Your chosen Space, if this is in the best interests of the Exhibition.

4. Customer's obligations**4.1 The Customer shall:**

- (a) ensure that the terms of the Order and any information it provides in the Package are complete and accurate;
- (b) ensure that the individual signing these Conditions in accordance with clause 2, for and on behalf of the Customer, has the right, title and authority to do so and enter into the Contract;
- (c) co-operate with the Supplier in all matters relating to the Package;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to provide the Package, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the purposes of the Package;
- (f) comply with all applicable laws, including health and safety laws, these Conditions and the Manual;
- (g) obtain sufficient insurance cover for the Package as is required, and that such cover is adequate for the purposes of the Package, and evidence the same to Us within 2 working days of the time of booking the Order, and at anytime thereafter at our request; and the insurance shall be on such minimum terms as are referred to in the Manual or at least cover for the minimum sum of £1.5 million in respect of public liability which is compulsory for all exhibitors;
- (h) keep all materials including logos, artwork and profile required by Us for the purposes of Sponsorship, and also including all or any equipment, documents and other property of the Supplier (**Supplier Materials**) in safe custody at Your own risk, and maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation, We will not be held responsible for your delay in supplying your materials to Us for use in your Exhibition, and any such materials provided by You must be approved by Us for use in the Exhibition;
- (i) ensure that the Customer, their employees, agents and all or any other representatives, must not act in any manner which causes offence to Us or any of our employees, agents or other representatives or behave in such a manner that may damage Our reputation;
- (j) give consent to Us for the use of all logos, trade banners and your details generally, and confirm that We are not in breach of Your Intellectual Property in our Exhibition brochures, on Our website and in Our Manual;

The Customer is asked to please note:

- (k) All of Your available artwork, photographs, trade banners and other promotional materials (including any promotional videos) for use by Us, is used free of charge in relation to the exploitation, marketing and promotion of the Exhibition, and any and all media in accordance with these Conditions, shall be available to Us for the promotion of the Exhibition free of charge for the Territory and free of any and all encumbrances as You confirm you have all licences, consents and permissions necessary to enable Us to perform these obligations. You will only use such items as are necessary for Your business and as approved by Us, as confirmed in Your Order;
 - (l) all materials delivered to Us by You under these Conditions, will be neither defamatory nor obscene;
 - (m) You are only permitted to use the Space as set out in the Specification, you cannot share this space with all or any third parties unless previously approved by Us, and subject to a nominal fee, and;
 - (n) You are responsible for your Shell Scheme Stand if erected by You, but We reserve the right to remove your Shell Scheme Stand and exhibit if in Our reasonable opinion we consider it to be illegal, immoral or offensive, and we will not be liable for any losses You may incur in our doing so.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the requirements contained within the Package, until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
 - (d) You warrant and undertake to indemnify Us and hold Us harmless from and against any costs, losses, damages and expenses including reasonable legal fees that We, or Our licensees may suffer or incur by reason of any breach or alleged breach by You of any representations, warranties, grants, undertakings, covenants or agreements contained in these Conditions.
 - (e) We reserve the right to terminate the Contract at any time due to all or any matters that could not have been within Our control.

5. Charges and payment for bookings and cancellation of appointments

- 5.1 Our payment terms are that 50% of the payment for the Package is made within 30 days of placing the Order, and 50% is made 3 months before the date of the Exhibition as referred to in the Package.

- 5.2 Prices will be reviewed periodically, and it is Your responsibility to check our website for details. We reserve the right to increase our prices as and when necessary.
- 5.3 Exclusive price agreements are none contractual and are subject to change after 6 months.
- 5.4 The Customer shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under the Contract without Our prior written consent. In particular, the Customer shall not be entitled to transfer or assign any Content to a third party, including to other property agents, without Our prior written consent. You may not assign, sub-licence or otherwise transfer any of your rights under this Contract.
- 5.5 We may refuse to accept an Order in the event of any default by You and a failure by You to comply with any element of these Conditions.
- 5.6 Orders placed incorrectly and/or without subsequent cancellation or amendment will be carried out as per instructions and the Package, and invoiced accordingly.
- 5.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT) and all other taxes as are applicable including service or withholding taxes as are applicable. Furthermore, where all or any taxes are levied upon or found to be applicable to our fees as set out in the Order, as for whatever purpose, then Our fee shall be increased to compensate Us for whatever tax or taxes may be applicable to that fee, in addition to VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under this Contract, then (the Supplier reserving the right to do so), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6. Intellectual property rights**
All Intellectual Property Rights in or arising out of or in connection with the Services and the website [] (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier and the Customer shall not reproduce anything pursuant to this clause without the Supplier's consent.
- 7. Data protection and data processing**
- 8. A copy of our Data Protection Legislation policy is available upon request.**
- 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 9.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of use or corruption of software, data or information;
 - loss of damage to goodwill; and
 - any indirect or consequential loss.
- 9.3 Subject to clause 9.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges for the Services paid under the Contract.
- 9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.5 Access to Our website [] may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Our control for which We accept no liability and We refer you to clause 11.1, Force Majeure.
- 10. Termination**
- 10.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the Customer written notice.
- 10.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:
- the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
 - the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Customer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11. Consequences of termination**11.1 On termination of the Contract:**

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt, and;
- (b) the Customer shall return all of the Supplier Materials and anything at to do with the Package , which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. General**12.1 Force majeure**

12.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.3 Confidentiality

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of to be agreed between the parties after termination of the Contract if necessary, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information except as only may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation

12.6 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.7 Waiver

12.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Severance

12.10 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.11 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by either email or by pre-paid first-class post or other next working day delivery service at its to the last known address of the party.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.12 Third party rights

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.13 Governing law

12.14 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.15 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or f