



IIJS 2008 Participant New Participant

IIJS 2009 Registration No.: _____ (only for official use)

Annexure 1

APPLICATION & CONTRACT FORM FOR INDIAN PARTICIPANTS

Executive Director
The Gem & Jewellery Export Promotion Council
 Office No. AE 1010, Tower A, G-Block, Bharat Diamond Bourse
 Next to ICICI Bank, Opp: NABARD, Bandra Kurla Complex
 Bandra East, Mumbai 400 051, India.
 Tel: +91 22 26524791 Fax: 26524764 Email: iijs@gjepcindia.com

Dear Sir,

Ref: India International Jewellery Show August 6 - August 10, 2009
Venue: NSE Complex (Bombay Exhibition Centre), Goregaon (East), Mumbai, India

We have pleasure in booking stall/s as per the details given below: (Please write in **CAPITAL** letters)

1. Name of Firm: _____
2. Council Membership No. for 2008-2009 (And also of 2009-2010 to be renewed on April 2009) _____
3. Current Membership Date: _____
4. Full Address (for correspondence): _____

 City: _____ Pin Code: _____
 Country: _____
5. Tel. No. (with area code): _____ Mobile _____
6. Fax No. (with area code): _____
7. **Email:** _____
(Application form will not be accepted without a proper email address. (You may provide alternative email ids also for smooth communication) All Council's official communication will be done at the email address given only. Council will not be liable if any wrong email mentioned or technical errors) Also the Exhibitor's Manual will be online ONLY.
8. Website: _____
9. Name of the Contact Person: _____
 Designation _____
10. Company details: (pls. tick as applicable):

A. We are Jewellery: <input type="checkbox"/> Wholesalers <input type="checkbox"/> Manufacturers <input type="checkbox"/> Raw material suppliers <input type="checkbox"/> Retailers <input type="checkbox"/> Foreign representative <input type="checkbox"/> Exporters	<input type="checkbox"/> Designer <input type="checkbox"/> Service Providers <input type="checkbox"/> Distributors <input type="checkbox"/> Chain-stores <input type="checkbox"/> Importers <input type="checkbox"/> Any other, (Specify): _____
B. We are <input type="checkbox"/> Machinery manufacturers <input type="checkbox"/> Foreign representative <input type="checkbox"/> Spare suppliers <input type="checkbox"/> Tool suppliers	<input type="checkbox"/> Raw material suppliers <input type="checkbox"/> Distributors <input type="checkbox"/> Consumable suppliers <input type="checkbox"/> Importers
- C. Any other category, please specify:** _____
- D. A brief description about our company (Not more than 50 words):**

11. Participation Details: (Please tick as applicable)

A. Have you participated at IIJS 2008 Yes No

IF YES :

I) Please indicate if you want (Tick any one option below):

(i) To retain the same stall POSITION & SIZE as IIJS 2008	<input type="checkbox"/>
(ii) Same area as that of IIJS 2008 but at a different location	<input type="checkbox"/> (Please specify ____ location)
(iii) More area than IIJS 2008	<input type="checkbox"/> (Please specify ____ Sqm)
(iv) Less area than IIJS 2008	<input type="checkbox"/> (Please specify ____ Sqm)
(v) Interested in taking DUPLEX stall (See 11.b)	<input type="checkbox"/> (Please specify ____ Sqm)

(If there is any company's location is dislocated due to any change in the floor plan and they want to apply will get priority during the allotment)

Signature: _____

Note:

- All the information should be completed properly.
- Application with incomplete information and signature on all the pages with company stamp or authorized signatory's seal will not be accepted.
- For those applicants who are falling under allotment will be informed on due course for the allotment rules and regulations.
- The last date to receive the duly completed application is 31st March, 2009.
- All the applicants should be completed their renewal of membership with Council for the year 2009-10 from April 2009.
- In the absence of renewal of membership, Council will have the full right to reject any such application and take back if any space allotted at any given time before the start of IIJS 09.
- Any application receiving after the deadline 31st March, 2009 will be considered only on waitlist basis and will not be included for allotment. Such requests will be considered only subject to availability.
- Any applicant or its sister concern having any amount outstanding with Council for whatever the reason, the Council will have the full right to reject their/s application without assigning any reason.
- All applicants are requested to read & understand the cancellation clause carefully before signing the form

B. We would like to go for: only space built in stall (please tick as applicable)

SPACE COST								
Particulars	Section	Rate / sq. mt.	Area	Total amount	Premium amount	Security Deposit 10%	Govt. Service Tax 12.36%	Grand Total
Jewellery Section (CT / MP / GS / LD / AL MH) * (Please mention only one section)								
Space cost (Only Raw Space)		Rs. 11,850 per sq. mt.						
Built in Stall (Shell Scheme (Extra on space cost)		Rs. 2,000 per sq. mt. (over and above the space cost)						
Corner stall		10% extra on the space cost						
Island stall		14% extra on the space cost						
Premium stalls		24% extra on the space cost						
Duplex stalls		50% extra on the space cost						
Add Govt. Service Tax @ 12.36%*		12.36%						
Refundable Security Deposit		10%						
<input type="checkbox"/> Machinery <input type="checkbox"/> Allied Section								
Space cost		Rs. 11,025 per sq. mt.						
Built in stall (Extra on space cost)		Rs. 2,000 per sq. mt.						
Add Govt. Service Tax @ 12.36% *		12.36%						
Refundable Security Deposit		10%						
Total Amount		Rs.						

* Or Applicable at the time of payment if there will be any changes in the Government Rules

(PREMIUM WILL BE CHARGED FOR CORNER, PREMIUM STALLS AND ISLAND & DUPLEX STALLS AS THE RATES MENTIONED IN THIS APPLICATION FORM AND / OR POINT NO. 3 IN THE ANNEXURE 3)

*** Abbreviations:**

CT : Couture
 MP : Mass Produced
 LD : Loose Diamond, Colour Gemstones
 GS : Plain Jewellery & Chain manufacturer Silver, Pearls and others
 MH : Machinery
 AL : Allied

As a special policy to promote and encourage Woman Entrepreneurs in the industry, a special discount of 25% on the basic space rental (without the Construction cost for shell scheme) will be offered to any firm which is having the following characteristics:

- (i) If the firm is a proprietorship / partnership concern (all only women).
- (ii) Member of GJEPC for at least two years.
- (iii) Constitution of the firm in terms of partners / proprietors has not changed for those two years.

This above scheme is open to participation by **Indian firm** only

Note:

- 1 Exhibitors are requested to mention their preferences on space only or built in stall scheme separately.
 - 2 Space only scheme will be provided with earmarked space only. Exhibitors will have to construct their own stand.
 - 3 **Please attach the duly printed and signed & stamped DECLARATION in your company letterhead as per the draft enclosed while applying for the space / stall.**
 12. We enclosed herewith our cheque / demand draft No: _____ Dated: _____ for sum of Rs. _____ drawn on _____ and payable to **The Gem and Jewellery Export Promotion Council**, being non-refundable participation cost details of which have been provided in clause 3 of Annexure 3.
 13. The above enclosed cheque / demand draft No: _____ Dated: _____ for sum of Rs. _____ drawn on _____ and payable to **The Gem and Jewellery Export Promotion Council**, includes the security deposit, the details of which have been provided in clause 5 of Annexure 2)
- This application form should be accompanied by the 50% of the total participation cost at the time of booking. Council will have the right to reject any application which is not accompanied with payment.**

14. We,
 - a) Have read, fully understood and agree to abide by the Participation Guidelines & Terms, Rules and Regulations as mentioned or attached in the Annexure, Exhibitors Manual and the Letter of Lien. b) Agree that any service tax / VAT etc. if applicable will be paid to Council otherwise deducted from the Security Deposit as applicable. c) Agree to have and maintain our own valid and adequate insurance cover for our goods and belongings at the stall/s during the exhibition. d) Confirm that all information provided by us is true and correct. e) **Agree to hire safe for keeping our merchandise, from the official vendor at the time of booking our booth. (Only for the Jewellery Sections).** f) Agree that the Council shall not be responsible for any sundry charges or other payments as set out in the terms, rules and regulations overleaf. g) Understand that IJS 2009 is a trade only show and agree not to invite any consumer, as "Over the Counter sales" will NOT be permitted. h) Agree to indemnify the Council, as set out overleaf. i) Agree, Council reserves the rights to forfeit our participation cost along with security deposit and debar us from participation during and after IJS 2009. j) Agree that the Participation Cost is not refundable except in the manner and under the circumstances mentioned in the terms & conditions overleaf. k) Agree that the Council is authorised to appropriate the Security Deposit for the expenses and in the manner and under the circumstances set out in the terms & conditions overleaf. l) Agree that the Council reserves the right to refuse any application. m) Agree that space will be allotted at the discretion of the Council as decided by the Committee depending on availability of space. n) Agree that once applied for stall/s of a particular section can not be changed for other stall/s at any other section later. o) Agree to empanel the contractors appointed by the exhibitor with Council at least before one month of the commencement of the work. p) Agree that we have read carefully all the terms and conditions mentioned overleaf or attached with this application form and have understood them or their implications before signing this application. q) Agree that the Electrical Consumption should be strictly within the limit specified and if we consume more Council or any of their appointed agencies can check the consumption during or after the exhibition time and the extra consumption should be charged on us and we shall accordingly pay the extra amount forthwith upon demand as decided by the Council or the electrical connection to our stall can be disconnected. r) Agree that the Council has the right to temporarily or permanently close down the show for whatsoever reason that the Council may deem to be fit or required under the circumstances prevailing at the time of taking such decision.

UNDERTAKING

We hereby undertake, understand and agree that we are bound and liable to complete the *construction, *electrical, and decoration work of our stall/s, booth/s and / or space on or before the midnight of Monday, 3rd August, 2009 i.e. 48 hours prior to the opening day of IJS 2009, the opening day being Thursday, 6th Aug, 2009. In the event of our not completing the *construction, *electrical and decoration works on or before midnight of Monday 3rd August, 2009, we agree and undertake that we shall be bound and liable to pay to Council the penalty in the form of cash or demand draft in the following manner:

Sr. No.	Date / Time of Completion of Work	Penalty
1.	3rd August, 2009 before midnight (11 pm)	NIL
2.	After midnight on 3rd August, 2009 but before 10 p.m. on 4th August, 2009	Rs. 30,000/-
3.	After 10 p.m. on 4th August, 2009 but before 6 p.m. on 5th August, 2009	Rs. 50,000/-

Note: Though the Exhibitors may allowed to work beyond the stipulated time period by paying the above mentioned penalty, only 6 temporary badges for that particular time will be provided.

We also understand, agree and undertake that: 1. Under no circumstances shall we carry out nor shall be permitted to carry out any type of *construction and / or *electrical work after 6 p.m. on 3rd August, 2009, even if the *construction and / or *electrical works of the stalls remains incomplete. 2. The Council shall have the right to close down / shut our stall/s for the entire period of the show for such incomplete stalls and in such event the amount paid by us to the Council for the stall/s, extra accessories, electricity or any other charges, will stand forfeited. 3. To maintain a proper decorum and code of conduct as mentioned in clause 9 of the Annexure 3 and will be directly responsible and liable for any damages, claims, losses which may happen to the physical self or goodwill or image of the show due to my or any of my partners / directors / employees who will be representing my company at the show.

*** Please see overleaf for the details of these items**

Name: _____ Designation: _____

*Signature: _____
 Date: _____ Company Stamp: _____

- 1 You may download the application form and declaration from www.ijs.org
- 2 Keep a copy of this application & Contract form for your record.
- 3 Applicant should complete all the form with signature and company seal wherever necessary.

TERMS, RULES & REGULATIONS

Annexure 2

1. DEFINITIONS

"Application" means the Application & Contract Form

"Applicant" means any person / company / institution / organisation that has made an application for participating in the Exhibition but has not been selected to participate in the Exhibition.

"Booth" means the exhibition space allocated to an Exhibitor in the Exhibition.

"Council" means the Gem and Jewellery Export Promotion Council of India and includes the Council's employees, directors, officers, contractors, sub-contractors and agents.

"Exhibition" means the India International Jewellery Show 2009 to be hosted at NSE grounds, off Western Express Highway, Goregaon (East), Mumbai for five days commencing from 6 August - 10 August, 2009.

"Exhibitor" means any Applicant whose application to participate in the Exhibition has been accepted and includes" includes any of the Exhibitor's employees, agents, contractors, sub-contractors and / or sub-licensees.

"Participation Cost" means the amount paid by the Exhibitor as mentioned in clause 4 of the Application.

"Security Deposit" means 10% of the Participation Cost paid at the time of submitting the Application over and above the Participation Cost.

2. APPLICATION

- a. For the purpose of participating in the Exhibition, the participants shall have to submit the Application complete with all details together with the relevant participation costs and security deposit.

3. PARTICIPATION

- a. The Council reserves all rights to accept or refuse any Application of any Applicant to participate in the Exhibition. The Council shall further have the right to decide which items / exhibits may or may not be displayed by any Exhibitor. All decisions of the Council to such effect shall be final and binding on the Exhibitor. No reason for any such decision shall be given and no claim or objection from any Exhibitor in relation thereto shall be entertained.

4. PARTICIPATION COST

- a. **All Applicants shall be liable to pay 50% of the total Participation Cost at the time of submitting the Application. And balance on or before 15th May, 2009.** This amount may, at the discretion of the Council be refunded under the circumstances and manner mentioned herein below clauses 6 and 7. **Council will have the full right not to issue the participation letter / block the exhibitor badges etc. for the defaulting companies of non payment of the full participation cost.**
- b. No Application shall be accepted without the payment of the Participation Cost and if accepted shall be treated as null and void.

5. SECURITY DEPOSIT

- a. Over and above the Participation Cost all Applicants shall be liable to pay a further sum as and by way of a Security Deposit at the time of submitting the Application. The Security Deposit shall be a sum equivalent to 10% of the Participation Cost and premium wherever is applicable. This Security Deposit amount shall be appropriated by the Council towards the payment of any extra electricity consumption or additional services taken by any exhibitor without prior consent and necessary payment.
- b. Upon such appropriation of the Security Deposit by the Council, the balance amount, if any, shall be refunded by the Council to the Exhibitor after completion of the Exhibition along with the final invoice.
- c. The Applicants whose Application has not been accepted shall however be entitled to a full refund of the Security Deposit without any interest.

6. CANCELLATION OF THE EXHIBITION

- a. The Council reserves all rights to cancel the Exhibition at any time without assigning any reason for such cancellation. In such an event, upon the Exhibitor making a written application in that regard, the Council shall refund the Participation Cost and the Security Deposit which is already paid to the Exhibitor without any interest. Upon the Council refunding the Participation Cost and the Security Deposit the Exhibitor shall not have any nor make any further claim/s against the Council.
- b. The Council also reserves all rights to cancel any one or more days of the Exhibition without assigning any reason for such cancellation. In such an event the Council shall not make any refund of any amount or payment of any kind whatsoever to any of the Exhibitors.

7. CANCELLATION OF EXHIBITION SPACE BY THE EXHIBITOR

In the event of an Exhibitor canceling or reducing his space reserved, the Council will be entitled to deduct such cancellation charges from the Participation Cost to be refunded, as per the following scale:

- a. If cancelled on or before **May 8, 2009 then 25%** of the total Participation Cost shall be deducted and the remaining 75% of the Participation Cost shall be refunded from the amount paid.
- b. If cancelled at any time after **May 9, 2009 to June 6, 2009 then 50%** of the total Participation Cost shall be deducted and the remaining 50% of the Participation Cost shall be refunded from the amount paid.
- c. If cancelled at any time after **June 7, 2009 to July 7, 2009 then 75%** of the total Participation Cost shall be deducted and the remaining 25% of the Participation Cost shall be refunded from the amount paid.
- d. If cancelled at any time from **July 8, 2009 the Exhibitor shall not be entitled to any refund** and the entire Participation Cost including the security deposit shall be forfeited. If any payment in this regard still showing as outstanding with Council, the exhibitor shall be liable to pay the same and complete the full participation cost. Non payment of any such outstanding, Council will have the right to hold the renewal of membership, participation of any exhibition which Council will be solely or jointly organizing in India or abroad.

This scale of charges shall be applicable from the date the Council receives a written notice by letter, e-mail or fax from the Exhibitor with authorized person's signature with company seal. In addition to this scale, the Exhibitor shall be liable to pay to the Council any cost which the Council may have incurred on behalf of the Exhibitor. These terms cannot be varied under any circumstances.

8. BOOTH ALLOCATION & USE

- a. The Council reserves all powers & rights to allocate booths in any manner they deem fit and all decisions to such effect shall be final. No personal request or recommendation from any office bearers of Council to this effect will be entertained.
- b. The Council is entitled to, in its absolute discretion, to change, withdraw or otherwise deal with Booth allocated to an Exhibitor or change the dates and / or venue of the Exhibition, even though the same has been confirmed, and in such circumstances, the terms and conditions as laid down herein shall continue to bind the Council and the Exhibitors. The Council shall inform the Exhibitors of any such changes at least 30 days in advance of on-site work commencing, where possible.
- c. The Council reserves the power to close any machine or device and remove it at any time before or during the Exhibition, if in the opinion of the Council, such machine or device is dangerous, or is not in accordance with any regulation provided hereinafter or, if the Exhibitor or his representative fails to observe and comply with any of these regulations. The Council may remove any such Exhibitors or his representatives misbehaving at the Exhibition centre with reasonable force, if necessary at the expense of the Exhibitors, without the Council being liable for any loss or damage which may be occasioned by or through such removal; and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded.

9. BOOTHS & EXHIBITS

- a. Built-in stalls are all of uniform designs including the fascia board with the Exhibitors name, which is registered with GJEPC (No sister company name or brand names will be allowed under any circumstances whatsoever). No alterations or additions will be permitted to the standard fascia and lettering by the Exhibitor.
- b. The Exhibitor may employ his own contractor to erect and decorate his own booth but the detailed plan of the booth must be submitted to the Council for approval at least 30 days before the opening of the Exhibition. No alteration may be made to the Booth without the prior written consent of the Council. Upon receiving such approval of the design from the Council, the Exhibitor shall employ a contractor to make the relevant changes. The contractor thus employed has to be registered with the Council as per the dead line specified in the Exhibitors' Manual.
- c. The Exhibitor shall be bound to complete the relevant changes / alterations in the Booth on or before the dates of completion mentioned in the Exhibitors Manual. In the event of failure on the part of the Exhibitor to complete the changes / alterations in the Booth within the stipulated time period, the Council shall have the right to debar the Exhibitor from entering and participating in the Exhibition and forfeit the Participation Cost and the Security Deposit.
- d. No booth should be designed to go beyond **2.50m (8'2")** in height (except the mezzanine stalls or any special structures which Council make for the overall ambience of the show) without the specific consent of the Council. Exhibits and displays should not exceed this limit.
- e. The Exhibitor using their own workers or contractors to erect, decorate or dismantle his booth is responsible for the removal of all waste and rubbish resulting from such erection or dismantling from the Exhibition Hall before the opening of and immediately after the exhibition period according to the arrangements of the Council. No storage facilities shall be provided for packaging cases, surplus materials or other property of the Exhibitor.
- f. Before an Exhibitor decorates his booth, he must closely observe the following rules and liaise with the Council official contractor before the commencement of the works:
 - i. No posters, wallpaper, paint, drilling or nails or screws may be applied to or used on the existing panel.
 - ii. All standard shells are framed with high quality aluminium and the Exhibitor must not screw, drill or nail on any of these frames. The Exhibitor shall be liable for all losses, damages and costs resulting from a breach.
 - iii. The Exhibitor may apply single or double-sided tapes on the existing panel.
 - iv. No glue, scotch tape, self-adhesive paper, screws, nails, spikes, pins or paint should be used on floors, walls, pillars or any part of the Exhibition Hall.
 - v. All containers, packing items and any other articles not for display must be removed from the Exhibition Hall before the day of opening.
 - vi. No pressurised containers may be used in the Exhibition Hall without the prior approval of the Council.
 - vii. Electricity consumption of each exhibitor will be measured by the authorised person of the Council and all Exhibitors are liable to pay whatsoever the excess consumption if the same is permitted by Council.
- g. After completion of the decoration of the Booth, the Exhibitor shall inspect the same and give a certificate in the prescribed format stating that the Booth is complete and in order in all respects which will be in the Exhibitor's Manual.

10. OPERATION OF BOOTH

- a. No Booth shall be left unattended at any time during the opening hours of the Exhibition. The Exhibitors' staff must be present at the relevant Booth at least 30 minutes before the opening hour and leave the Exhibition Hall not later than 30 minutes after the closing hour. The Exhibitor shall be responsible for the good conduct of all his staff, agents or representatives.
- b. No business activity shall be conducted by the Exhibitor and / or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall and in the registration area, which include distributing the leaflets or soliciting visitors to the booth by standing on aisles etc.
- c. No activity which, in the opinion of the Council may amount to a nuisance or annoyance to the public or other exhibitors shall be caused by the Exhibitor within the vicinity of the Exhibition. In particular, audio-visual display equipment must be so positioned, and the sound level so adjusted so as not to annoy any reasonable person. The Council reserves the right to disconnect or discontinue any audio-visual presentation or other equipment, which is in their opinion, detrimental or offensive to others.
- d. The Exhibitor must submit all material particulars of all exhibits including weights and dimensions to the Council for their approval.
- e. If a working exhibit is displayed precautions must be taken for the protection of the public and legible signs of "DO NOT TOUCH" in English must be placed on any moving exhibit to warn the public. The Exhibitor intending to demonstrate working equipment in his Booth must provide the Council in writing with full details of the working machinery concerned.
- f. All precautions must be taken by the Exhibitor against fire and provisions for the extinguishment of fire to the satisfaction of the Council must be made.
- g. Erection should be completed as mentioned above dates in the undertaking and decoration of each Booth must be completed the day before the opening of the Exhibition or as mentioned in the Exhibitor's Manual. Repairs or alteration by removal or addition of materials must only be carried out when the Exhibition Hall is closed and with the special consent of the Council.
- h. No exhibit is allowed to be taken into the Booth once the Exhibition has been officially opened unless special permission is given by the Council.
- i. No exhibit may be removed from the booth before the close of the Exhibition except for overnight storage.

11. ELECTRICAL WORK

- a. All electrical works shall be carried out by the official contractor appointed by the Council and all charges thereof shall be paid by the Exhibitor. Any design or plan of electrical installation must be submitted to the Council for approval at least 15 days before the commencement of on site works. No installation works can be carried out without the express permission of the Council.
- b. The electrical supply is for single phase, 210-230 volt and electric current of higher voltage in 3 phases will be supplied only subject to prior permission and arrangement with the Council.
- c. Electricity will be supplied only through the Council or electrical contractors appointed by the Council. No multi-plug is allowed to be used by any Exhibitor.

12. INSURANCE, INDEMNITY BY THE EXHIBITOR AND THE COUNCIL EXCLUSION OF LIABILITY

- a. The Exhibitor must have, at all times valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by the Exhibitors and / or as the Council may require, in connection with *inter alia*, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods).
- b. The Exhibitor's property is brought to, displayed and stored at, and removed from the Exhibition Centre at the Exhibitor's own risk and the Exhibitor is responsible for the safety of its property at all times including the completed stalls.
- c. The Exhibitor agrees to indemnify the Council on demand, against all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with (a) any breach of any of these Terms, Rules and Regulations; Exhibitor Manual or any applicable laws and regulations by the Exhibitor or (b) any act, omission, default or negligence of or loss or damage caused by the Exhibitor in connection with any other person, the Exhibition and the Exhibition Centre.

*Signature: _____

- d. The Council shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including without limitation, any theft, fire, use of the Strong Room Service (if it is provided by the organizer), defect in the Exhibition Centre howsoever caused, cancellation or early closure or delay in the opening or closing of the Exhibition for whatever reason outside the control of the Council, any matter referred to in paragraph 3(ii) of these Terms, Rules and Regulations, any natural calamity or any act of God, howsoever arising. The Exhibitors should insure against such matters. The Exhibitor shall be solely liable to any third party for, *inter alia*, any claims, injury or damage arising from its Booths and its portion of the built in stall.
- e. If the Exhibition is cancelled or closed early for whatever reason beyond the control of the Council, the Council performance under this contract shall be absolutely discharged and the Council shall not refund any rental payments (or a proportion thereof as appropriate) made by the Exhibitor to the Council in relation to the Exhibition and shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind howsoever arising in respect thereof. The Exhibitor should insure against any such event occurring.
- 13. MOVING IN & OUT OF THE EXHIBITION CENTRE**
- a. The Council shall provide each Exhibitor with a schedule for the moving in and out of exhibits and decoration items, which must be strictly followed. In the process of moving in the Exhibitor must arrange for authorised representatives to be present at its Booth to receive the goods, as the Council is unable to accept delivery of any goods on anybody's behalf, nor are they responsible for the subsequent safe-keeping of any item.
- b. All exhibits and decoration materials shall be removed immediately after the Exhibition as per the arrangement made by the Council. All exhibits and decoration materials left behind shall be deemed forsaken. The costs incurred for the removal of any such items shall be borne by the Exhibitor.
- c. All goods must be carried by rubber-tyred trolleys over protective boarding.
- 14. MISCELLANEOUS**
- a. Any work carried out in India must be in accordance with the current law and regulations of the Civil & Government of the State and Union. Any contravention of these conditions will be stopped immediately. The Council will not be held responsible for any extra cost or delay so caused.
- b. Failure of the Exhibitor at any time before or during the Exhibition period to comply with any of the Exhibition rules and conditions shall automatically debar the Exhibitor of the right to participate any further in the exhibitions and no claim for refund of any fee paid shall be entertained by the Council.
- c. The Council reserves the right to alter and amend any of the regulations and issue additional rules they deem necessary for the orderly presentation and conduct of the Exhibition. Any dispute or difference arising out of the interpretation of these terms, conditions and regulations or regarding the rights, duties and obligations of the Exhibitors shall be decided by the Council whose decision shall be final.
- d. For the purposes of these Terms, Rules and Regulations, the expressions Council, Exhibitor, Exhibition, Exhibition Centre and Exhibition Manual mean the respective parties, event and exhibition venue as described herewith.
- e. The Exhibitors are requested to use only the safes provided by the organizer or its appointed agent. No strong room will be provided. If anybody keep their merchandises open after the show, on their own risk and Council will not be held responsible for any loss incur due to this.
- f. No wet food or drink may be taken into the Exhibition Hall. Exhibitors can use the café provided inside the halls.
- g. No across the counter sale will be permitted during the Exhibition. If any Exhibitor is found selling any goods, the Council shall take such action as it deems fit including debarring the Exhibitor from participating in the Exhibition and any future exhibitions which may be organised by the Council.
- h. Exhibitors 'Manual' (It may be an online one) means the manual supplied or to be supplied by the Council to the Exhibitor relating to the Exhibition Centre, the Exhibition space and other matters (as amended from time to time). These Terms, Rules and Regulations shall prevail if there is any inconsistency between them and the Exhibitors 'Manual'. Nothing shall restrict the freedom of the Exhibition Centre operator to amend its rules and regulations at any time without notice.
- i. All applications shall be made on the basis of these Terms, Rules and Regulations and the Exhibitors Manual.
- j. By signing this contract, Exhibitors are deemed to have signed and agreed to the Terms and Conditions of the Letter of lien included in the IJJS 2009 Exhibitor's Manual.
- 15. ARBITRATION**
- It is hereby agreed by and between the Parties hereto that in the event of any dispute or difference arising between the Parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof and or the implementation of respective rights obligations and / or responsibilities of the Parties hereto, the same shall be referred to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall be the Chairman of the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language. The parties further agree that only the courts at Mumbai shall have jurisdiction in all matters arising thereunder.
- 16. SUB-LETTING:**
- The Exhibitors shall not transfer, dispose of part with or otherwise sublet the whole or part of its Booth, whether for financial consideration or otherwise. The exhibitor must, if he is an agent, distributor or licensee, state at the time of submitting the Application the names or principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom it is acting as an agent, distributor, or sole licensee with the prior written permission from the Council.

PARTICIPATION GUIDELINES

Annexure 3

- The exhibition is purely a B2B exhibition and open only to Indian and foreign gems and jewellery trade buyers, press and members of Council. The exhibits include precious metal jewellery / loose diamond / coloured gemstones / pearls / machinery / equipments / ancillary / publications connected with the gems and jewellery industry.
 - Membership:** Membership of the Council is a pre-requisite for all Indian firms exhibiting at the fair. As such those who have not renewed their membership or desire to enroll as fresh members may contact the membership section of the Council at Head Office or Regional Offices. Application of Exhibitors those who have not settled their previous due if any with Council, pertaining to any matter as informed by the accounts department of Council will not be entertained. Those intending to enroll for membership for participation at IJJS, the procedure for the same will be 3 days from the date of submitting the application.
 - Participation Cost for exhibitors are as follows:**
 - Premium for a corner stall, Premium, duplex or Island stall will be payable as mentioned in the application form.** (not including water, & compressed air and 3 phase electric connection for machinery section)
 - An additional 10% of the Participation Cost shall be payable towards the Security Deposit (refundable after any deduction if applicable) towards any extra electricity consumption and other miscellaneous expenses.
 - Exhibitors shall be liable to pay 50% Participation Cost and the Security Deposit & Govt. Service Tax at the time of booking along with the application form with their preference for stalls. And balance amount on or before 15th May, 2009. **(Council reserves the rights to allot the space to exhibitors)**
 - Government Service Tax of 12.36% (or whatever applicable at the time of payment) extra will have to be paid by the Exhibitors. Note: Stall dimensions are indicated in floor plan. For shell scheme, the above cost includes side and back panels, carpeting, and fascia with company name. Number of spotlights and furniture items would depend on the size of the stall & will be indicated in the Exhibitors' Manual.
 - How to book your Stall/s:**
Application forms, duly completed, along with the requisite participation cost and Security Deposit & Govt. Service Tax. A copy of the floor plan clearly indicating the preferences of stalls, should be sent to the Exhibition Cell office in Mumbai. Outstation companies can send the same to their respective regional offices.
Stall allotment procedure will be informed to the selected applicants on due course.
- Certain sections at the IJJS 2009 have been earmarked for:**
- Jewellery :** a) Couture, b) Mass Produced, c) Plain Jewellery & Chain Manufacturer, d) Loose Diamond & Coloured Gemstones, e) Silver, f) Pearls and others
 - Non-Jewellery:** a) Machinery, b) Allied Products: i) Publications, ii) Software, iii) Services & iv) Others (including institutes, packaging, laboratories & etc.)
- Note:**
- The number of stalls earmarked on the floor plan is subject to change as per the decision of the Council.
 - Stalls booked by a firm cannot be transferred by the firm to its sister concern or any other member firm/s or brands.
- 5. Payment Rules:**
- Application for booking of stall/s must be accompanied with cheque / demand draft for the amount payable as mentioned in **Clause 13** including the security deposit & Govt. Service Tax.
 - Mumbai based exhibitors may pay by cheque. Outstation firms should pay by demand draft only. Outstation firms can also pay at their respective regional offices.
- 6. Timings of exhibition:** 10 a.m. to 6 p.m. in normal case. Exact details will be given in the Exhibitor's Manual.
- 7. Additional Accessories and Furniture for built in stall exhibitors:**
A list of additional accessories / fixtures, along with rates, which may be ordered from the official stall contractor, will be sent along with the Exhibitors Manual. Exhibitors wishing to order additional accessories / fixtures should do so before the deadline mentioned in the Manual after which a late order surcharge would be levied and accessories / fixtures would be provided only subject to availability.
- 8. Self-constructed stalls:** Exhibitors would have the option to construct their own stalls after obtaining prior permission from the Council and must closely observe the booth decoration guidelines, which will be listed in the Exhibitor's Manual. Stall erection time table mentioned in the Exhibitor's Manual must be strictly adhered to, and Exhibitor's booth decorator must duly registered with the Council as per the rules stated in the Exhibitors' Manual within the specified period and liaise with the Council's official contractor before the commencement of the works, otherwise permission to erect the stall will be refused.
- 9. Other Do's and Don'ts and the Code of Conduct during the exhibition will be contained in the Exhibitors' Manual, which the exhibitors are strictly required to adhere / observe. The Exhibitors' Manual will be sent to all confirmed participants.**
- 10. The Council reserves all powers and rights to allocate booths in any manner they deem fit & all decisions to such effect shall be final.**
- 11. The Council reserves the right to amend the rules and regulations of Participation from time to time in the best interest of the participants.**

GJPEC BRANCH OFFICES

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