



NME/NIRAM | SPACE APPLICATION CONTRACT

(CONGLOMERATES & NON - MEMBERS)

5 – 7 August 2025 | Balmoral Hall, Federal Palace Hotel, Victoria Island, Lagos

		Option 1 Stand No		
Stand No		Option 2 Stand No		
STANDARD BOOKING RATE				
		000 per egm (Sam)	NON	
	NGN 100,	000 per sqm (Sqm)	NGN	
(minimum 6sqm)	NONLEE O	00	NON	
Space Only (18m²+ c	nly) NGN 55,0	00 per sqm (Sqm)	NGN	
BROCHURE / SHOW GUIDE ADVER				
☐ Back Cover				
☐ Inside Front Cover NGN400,000				
☐ Inside Back Cover	NGN400,000			
☐ Premium pages	NGN400,000	TOTA	AL NGN	
☐ Run On Pages	NGN300,000			
Included in each exhibition package:				
 4 complimentary booth personnel passes for each 9m² of exhibition space booked 2 complimentary booth personnel passes for each 6m² of exhibition space booked 25 word company description in the show catalogue, which will be handed out to all participants at the event 25 word company description and logo on Nigeria Manufacturing & Equipment Expo website Complimentary admission to the Welcome Reception networking function An unlimited number of free invitation tickets for clients to visit you at the exhibition 				
PAYMENT TERMS				
Exhibitor/Sponsor named above hereby applies for exhibition space/sponsorship at the above mentioned event ('event'). By signing this agreement, exhibitor agrees to make 100% payment on or before 1 July 2025.				
Exhibitor/ Sponsor's signature be	ow signifies that Exhibitor/Sponso	or has read, understands and agrees to be bitor/Sponsor, acknowledges that if Exhib	e bound by all the terms and	
conditions of this contract overleaf. Also, by signing below, Exhibitor/Sponsor acknowledges that if Exhibitor/Sponsor has deemed it necessary or desirable, Exhibitor/ Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of the agreement on behalf of the Exhibitor/Sponsor.				
COMPANY DETAILS (block capit	als or type please)			
Company NameTrading asTrading as				
ContactAddress				
		Post	code	
		Mobile		
		site		
SIGNED ON BEHALF OF E				
I/we hereby apply for the space as deta	ailed above and I/we agree to abide by I, read and understood. I/we further	y the Exhibition Terms & Conditions (shown on the agree to pay the instalments as they fall due a		
Signed	Date	3		
l .				

Printed Name	Position in Company This is a legally		
binding Contract and should be signed by a Director, Manager or Executive of a company or a partner of a partnership.			
OFFICE USE ONLY ACCEPTED FOR & ON BEHALF OF NME/NIRAM EXPO:			
Signed	Date		
PLEASE RETURN TO: Nigaria Manufacturing & Equipment Expo & NIRAM	Expo Secretariat, c/o Manufacturers Association of Nigeria		
Obafemi Awolowo Way, Ikeja, Lagos State, Ni	•		

1. DEFINITIONS

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings: Additional Regulations means the regulations issued by the Hall Owner in relation to exhibitions mounted at the Halls. Contract For Space means the binding contract relating to the acceptance by the Organiser of the application Space by the

Contract For Space means the binding contract relating to the acceptance by the Organiser of the application for Space by the Exhibitor in accordance with clause 3 below.

Dismantling Period means the period for removal of all Exhibits and Stands from the Halls.

Agreement means the agreement between the Exhibitor and the Organiser for the Exhibitor to occupy space at the Exhibitor contained in the Contract, these Terms and Conditions and the Additional Regulations.

Exhibition means Ngersiwan facturing&CapturertExpc 2018 including any sectional exhibitor associated with it.

Exhibition means any person to whom space at the Exhibition shall have been allotted under the Contract and shall include all staff, employees, servants and agents of such person.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.

Hall Owner means the proprietor of the Halls, together with its agents, employees and workmen.

Halls means the Exhibition Halls is which the Exhibition shall take place.

Installation Period means the period for the installation of all Exhibits and Stands at the Halls.

Organiser means Clarion Events West Africa Limited androt or others abounded by them to organise the Exhibition together with

Organiser means Clarion Events West Africa Limited and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen. Space means the area allotted to the Exhibitor by the Organiser.

nd means all erections on the Space.

Il Scheme means that part of the Stand to be constructed by the Organiser and conforming with the specifications for its type

2. DURATION OF EXHIBITION AND TIMETABLE

- the Exhibit the Open Hours
- the Upen Hours; the Installation Period (Please note Space Only Stands cannot be constructed if plans have not been submitted and approved by the organiser within the timetable set in the Exhibitor Manual); and the Dismantling Period are or will be as stipulated by the Organiser in the Exhibition Manual or otherwise.

3. CONTRACT FOR SPACE

CONTRACT FOR SPACE

Applications for Space must be made on the Organiser's oficial Space application form which is provided by the Organiser from time to time. The Organiser may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications for Space.

The Organiser reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Space has been made. A binding Contract For Space shall come into force only when the Organiser has signed a written acceptance as a particula Exhibitor application for Space and has sent that written acceptance to that Exhibitor for the Exhibition even if it has accepted an application for Space from a potential Exhibitor for the Exhibition even if it has accepted an application for Space from any acceptance of the Exhibitor for Space from a potential Exhibitor for the Exhibitor to participate in any subsequent exhibition.

On The Organiser is not bound to accept any application for Space from a potential Exhibitor for the Exhibitor to participate in any subsequent exhibition.

Signatory on Contract For Space means the person or accept and in the form.

Slignatory on Contract For Space means the person or persons signing the exhibition space contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

Organise that such person to person to person to the average such adminity.

OCCUPATION OF STAND

Subject to the rights of the Organiser in this Agreement, the Exhibitor shall have a licence to occupy the Space for the purpose of displaying Exhibits and other articles, items and materials within the scope of the Exhibition for the duration of the Exhibition. The Exhibitor shall install list Exhibits, articles, items, materials and Stands during the Dismantling Period.

The Organiser and the Hall Owner shall be permitted to have access to the Stand and the Space at all times

5. PAYMENT

PAYMEN!
The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract for Space. The Organiser reserves the right to refuse to let the Exhibitor occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay to the Organiser in addition.

Exhibitor shall pay to the Organiser in addition.

The Exhibitor shall pay all other sums due to the Organiser within 7 days of the date of the Organiser's invoice for each sum. In consideration of the Exhibitor entering into the Contract with the Organiser in accordance with the provisions of section 3 the Exhibitor agrees to hold all its (or its agents) Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser of the Exhibitor pays the Organiser by the Exhibitor pays the Organiser by the Organiser of the Exhibitor pays the Organiser of the Organiser of the Exhibitor shall pay in addition if there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibitor, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments.

The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

- set-off against the Organiser.

 ORGANISER'S PUBLICATIONS OR OTHER MEDIA

 6.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Exhibition, the sponsor's name, logo or any other material or information supplied to the Organiser by the Exhibitor.

 6.2 The Exhibitor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Exhibitor. The Exhibitor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, observed nor measurements.
- 6.3 The Exhibitor has the right to grant and hereby grants to the Organiser (and its sub-contractors') a non-exclusive, royalty free world-wide licence to use the Exhibitor's name and logo and any other material or information provided by the Exhibitor to use in
- world-wide licence to use the Exhibitor's name and logo and any other material or information provided by the Exhibitor to use in accordance with this Agreement.

 6.4 The Exhibitor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Exhibitor does not and will not infringe the Intellectual Property rights of any third party.

 6.5 The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information is in breach of this clause 6.

 6.6 The Organiser shall not in any event be responsible to the Exhibitor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the event.

 6.7 The Exhibitor acknowledges that the Organiser may continue to use the name, logo and any other material or information provided by the Exhibitor after an event in connection with any media created in connection with the event.

- CANCELLATION BY EXHIBITOR

 (a) In the event that the Exhibitor:

 10 requests that it cancels its Space booking after acceptance by the Organiser; or

 10 fills to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract For Space; or

(ii) falls to occupy the Space allotted to it by the opening time on the first day of the Exhibition,
THEN the Organiser reserves the right (but without being obliged to do so) to treat the Contract For Space as being cancelled and
apply the following cancellation charges and to re-allocate the Space booked to another Exhibitor:
CANCELLATION OCCURRING:

CANCELLATION CHARGE:

- apply the following cancellation charges and to re-allocate the Space booked to another Exhibitor:

 CANCELLATION OCCURRING:

 More than 9 months prior to Exhibition

 More than 9 months prior to Exhibition

 More than 6 months and less than 9 months prior to Exhibition

 More than 3 months and less than 6 months prior to Exhibition

 To% of total charge

 100% the Cyganiser by recorded delivery post by not later than the dates referred to in the table above.

 (1) The Organiser shall not be obliged to accept the Exhibitor's request to cancel list booking for Space

 (2) Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the

 Organiser shall be under no obligation to re-imburse all or any part of a cancellation charge.

 (2) The Exhibitor shall fully and promptly indemnify the Organiser against all expenses, costs, claims, losses, liabilities, charges

 and damages which the Organiser may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For

 Space by the Exhibitor including, without limitation, where the Space or Stand is dressed or altered in any way in order to

 maintain an orderly and visually pleasing Exhibition.

8. REDUCTION OF SPACE

Where an Exhibitor requests the reduction in the size of its Space booking after acceptance by the Organiser of the Exhibitor's application for Space, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in clause 6 above to the total cost according to the amount by which the original Stand area is reduced. The Organiser may resell or re-allocate the space in question, but the Organiser shall be under no obligation to re-imburse all or any part of the charge for reduction in Space. There shall be no obligation on the Organiser.

ce by the Exhibitor 9. GENERAL OBLIGATIONS OF THE EXHIBITOR

- e exhibitor shall: occuping the Space, complete any necessary stand fitting works (see section 14), ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than the end of the Installation Period.
- keep the Stand appropriately dressed and maintained and all Exhibits open to view and the Stand adequately staffed continuously during the opening hours of the Exhibition and not dismantle the stand before the end of continuously during the opening hours of the Exhibition and not dismantle the stand before the en the Exhibition. The stand before the en the Exhibition and not dismantle the stand before the en the Exhibition. The stand before the end to the Exhibition that the stand before the end of the Dismantlino Period.

- (c) remove all Exhibits, fittings, rubbish and other items from the Halls by no later than the end of the Dismantling Period.

 (d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the Halls, any articles of food, drink or tobacco other than those supplied by the Hall Owner, or its appointed catering contractor, or unless agreed by the Organiser.

 (e) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an Infringement of or contravene any licence held by the Organiser, or the Hall Owner, or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitors or which would breach any laws, bye-laws or any other rule or regulation.

 (n) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Halls or the breast or property of the Organiser, Owner or any other Exhibitor any visitor.

 (g) conduct business and distribute literature only from the Stand and no other part of the Halls on the admitted. Only items within are in the Organiser's Ownion within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Stand. Goods, cards, advertisements or photographs of persons who are not Exhibitors may not be displayed.

- The Organiser shall appoint an oficial contractor for electrical work on all Exhibition Space. The Exhibitor shall be responsible
- The Organiser shall appoint an oficial contractor for electrical work on an exhibition space. The Exhibition shall be responsible for settling all accounts directly with such contractor. The Exhibitor shall insure with a reputable insurance company for its liability under this Agreement. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out adequate insurance in respect of matters set out in clauses 6, 8, 10 and 12 including (without limitation) public liability insurance for loss damage or injury caused by the Exhibitor's neglect or default.

10. POWERS AND DISCRETION OF THE ORGANISER

(a) allocate to the Exhibitor a space other than the Space for which the Exhibitor has applied;

(b) change the Space and Stand allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and

- Stand and if such changed area of such Space and Stand is smaller than the area specified in the application for Space, the Organiser shall make a refund to the Exhibitor pro-rate to the amount of the area reduced; alter the position or layout of the Exhibition and any stands including the Stand and Space; refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion of the Organiser is or is likely to be undesirable and the Organiser may exercise such rights not withstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor; remove from the Stand or the Halls at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these terms and conditions.
- these terms and conditions. aller the dates, opening hours, dates and duration of the building period, dates and duration of breal total duration of the event. change or vary these regulations at any time, or permit exceptions in special circumstances.

11. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

11. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

All Exhibits, fittings and all other items brought into the Exhibitor by the Exhibitor or the agents, contractors or other invites of the Exhibitor shall be the sole resky on the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

(a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or

(b) any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or

(c) any liability to or claim by any thirid party (including the employees, contractors, agents and invitees of the Exhibitor or arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.

The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, servant, agent or invitee of the Exhibitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

12. LIMITATION OF ORGANISER'S LIABILITY

(a) The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or

- The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any floorplan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty,

- that any Exhibitor is concert to alter to the Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of the Exhibitors from attending the Exhibitor shall attend the Exhibitor. The Organiser shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Hall Owner's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Hall Owner or their servants, agents or employees. Without prejudice to clause 11(b), the combined liability of the Organiser and the Hall Owner for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tot (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) twenty- five thousand pounds (£25,000), and (b) the amount of all sums paid by the Exhibitor to the Organiser under this Agreement in relation to the Exhibition. (a) wenty- live a trousant pounts (£25,000), and (b) the amount of all su Agreement in relation to the Exhibition.

 The Organiser and the Hall Owner shall not in any event be liable for any.

 (i) indirect or consequential losses, damage, costs or expenses;
- (i) indirect or consequential iosses, gamage, costs or expenses;
 (ii) loss of profit;
 (iii) loss of revenue; or
 (iv) loss of goodwill.

 The Organiser and the Hall Owner shall not be liable for any daim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim.

 Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the immilied warranties of salisfactory quality and fitness for a particular purpose.
- es of satisfactory quality and fitness for a particular purpose.
- implied warranties of satisfactory quality and threes for a particular purpose.

 (g) Each provision of this clause 11 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

 (h) Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor shall take out adequate insurance in respect of matters set out in section 13a, 13b and 13c including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitors neglect or default.

 13. EXHIBITOR PROTECTION SCHEME

 13. The Organiser shall for the Division of the Exhibition (as defined in Clause 2 of this agreement), maintain a notice of

- EXHIBITOR PROTECTION SCHEME

 12.1 The Organiser shall, for the Duration of the Exhibition (as defined in Clause 2 of this agreement), maintain a policy of insurance, with a reputable insurer, which will be extended to benefit the Exhibitor, provided such Exhibitor has opted to be included in the Exhibitor Protection Scheme and paid such fees in full. The policy of insurance referred to herein, at a minimum, shall cover the Legal Liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Exhibitor) or loss of or damage to material property up to a sum of £2.000,000

 12.2 If the Exhibitor has opted not to be covered by the Exhibitor Protection Scheme, the Exhibitor must provide to the Organiser a suitable certificate verifying the required insurance is in place for Legal Liability as outlined in 12.1.

 12.3 The Exhibitor Protection Scheme is not an insurance Policy, and the Exhibitor is not entitled to claim directly from the Organiser's Insurance Policy. The Exhibitor must advise the Organiser immediately, of any circumstances that give rise to, or may give rise to, a claim.

- Organiser's Insurance Policy. The Exhibitor must advise the Organiser immediately, of any circumstances that give rise to, a claim.

 12.4 The Organiser does not accept any responsibility for any additional coverage required or arranged by an Exhibitor.

 12.5 Any Exhibitor who participates in the Exhibitor Protection Scheme, but requires cover for sums in excess of those provided, or for risks not insured by the Organiser's policy, should affect such additional cover on their own behalf.

 14. CANCELLATION BY ORGANISER/FORCE MAJEURE

CANCELLATION BY ORGANISER/FORCE MAJEURE

If at the absolute discretion of the Organiser, the Halls shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):

(a) to change the location and/or date of the Exhibition;

(b) to curtail the Exhibition;

(c) to oreduce the Installation Period, Open Period or Dismantling Period; or

(d) to cancel the Exhibition.

In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

suffered by the Exhibitor. If the Exhibitor is cancelled in accordance with paragraph d of this section the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all exhibitors at the Exhibiton, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reservie, establed at the sole

an usus and expenses incurred by the Organiser in Contrection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition. In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibition all charges paid by the Exhibitor to the Organiser and the Exhibitior agrees and acknowledges that he will have no further calaim whatsoever against the Organiser in respect of each consolidation.

15. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

No naked flames or smouldering products are allowed within the exhibition without prior agreement of the fire officer. The Exhibition must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Exhibition or the Halls and in particular any fire regulations. All materials used on the Stand must be non-flammable. The Exhibition must comply with and observe the Additional Regulations and Stand Fitting Regulations copies of which are available from the Organiser and all other instructions and regulations laid down by the Hall Owner and the Local Authority from time to time

from the Organiser and all other instructio 16. TERMINATION AND WITHDRAWAL

- (a)
- TERMINATION AND WITHDRAWAL
 Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:
 (a) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within fourteen days of the
 due dates (whether formally demanded or not);
 (b) if the Exhibitor alist to observe and fulfill any of the terms of the Agreement;
 (c) if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of its assets or an applicat
 is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has
 receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which
 the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part Villa
 the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy
 order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in
 value.

Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such

17. EXHIBITOR MANUAL

The Organiser shall provide to the Exhibitor and all other Exhibitors an Exhibitor Manual before the Opening Day which inter alla contains specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that Manual.

18. ASSIGNMENT AND SUB-CONTRACTING

ASSIGNMENT AND SUB-CONTRACTING
The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

The Organiser reserves the right to assign it rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's).

written consent is given) the successors and assigns of the Exhibitor.

19. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject

20. RELATIONSHIP OF THE PARTIES Nothing in this Agreement shall create, or b

ART IES eate, or be deemed to create, a partnership or joint venture or relationship of employer and letween the parties. 21. RIGHTS OF THIRD PARTIES

nd that this Agreement may be enforced by the Hall Owner pursuant to s1(1) of the Contracts (Rights of Third

22. SEVERANCE If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

23. APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by Nigerian Law and shall be subject to the non-exclusive jurisdiction of the Nigerian Courts.