









# Construction Innovation Expo (CIExpo) 2022 Application Form for Booth

Exhibition Period: 13 - 16 December 2022 (3.5 days)

Venue : Hong Kong Convention and Exhibition Centre (HKCEC)

Reserve your booth early!

Please complete this Form and return to CIExpo Secretariat by email: CIExpo@cic.hk SMEs in Hong Kong may apply for the SME Export Marketing Fund, for more information please visit www.smefund.tid.gov.hk.

# PLEASE TYPE OR PRINT CLEARLY in BLOCK LETTERS

1. Nature of Organisation and Booth Requirement					
Please ✓ as appropriate					
( <sup>(02)</sup> <b>50% Discount</b> : Local Non-profit organisation / A	<ul> <li>i-Club Organisational Member / Full payment of participation fee before 30 June 2022; or</li> <li>Local Non-profit organisation / Academia / Government-related organisation / SME / Start-up / Non-local organisation (* Please delete where inappropriate. Refer to Note A for the definition and submit relevant document(s) for proof of eligibility.)</li> </ul>				
©310% Extra: Reserve booth(s) at a corner for	Standard / Premium F	urnished Booth. (* Subject to availability)			
Exhibition Space Required					
Note: Booth set up time from 12 December 2022 to 13 Decem Please select and indicate the required area / number of boot					
Raw Space (minimum 36m²)	Area	Rental Rate			
	☐ 36 m²	HK\$ 50,400			
	$\Box$ Other, plea	ase specify:m² (Multiple of 9 m² for requesting 90	) m² or less)		
	Rate: HK\$1,400 per m <sup>2</sup> * HK\$				
N.	*50% Discount : 90 — 149m² / 65% Discount: ≥ 150m²				
Premium Furnished Booth* (minimum 18 m²)	Area	Rental Rate			
COOLET BUILD	☐ 18 m²	HK\$ 33,300			
2 6 2 8 10	☐ 27 m²	HK\$ 49,950			
	☐ 36 m²	HK\$ 66,600			
*Furnished with premium scheme entitlement					
Standard Furnished Booth** (minimum 9 m²)	Area	Rental Rate			
Contract Pro	☐ 9 m <sup>2</sup>	HK\$ 14,400			
	☐ 18 m²	HK\$ 28,800			

## Note A

\*\*Furnished with standard scheme entitlement.

- "Government-related organisation" Refers to organisations listed under https://www.gov.hk/en/about/govdirectory/govwebsite/alphabetical.htm.
- "SME" Refers to Small and medium enterprises. An SME shall be a manufacturing business which employs fewer than 100 persons in Hong Kong; or a non-manufacturing business which employs fewer than 50 persons in Hong Kong.
- "Start-up" Refers to Start-up companies. Start-up must be a HKSAR registered and incorporated technology start-up company limited under the Companies Ordinance. Its date of incorporation should be no more than five (5) years and activities must be related to technology, such as Construction Technology, Property Technology, Information & Communications Technology, Material Engineering, Green Technology, or similar.

**Total Participation Fee:** 

HK\$

A4. "Non-local organisation" - Refers to organisation / enterprise who has no substantive business operation in Hong Kong.











	ibitor's Information of the Company / Organisation		
(Englis	h)	(Chinese)	
Addres	s		
Countr	у	Website	
	ny / Organisation Size (Number of Staff)		
Specifi	cations of Items to be Exhibited (You may email	us a separate file for additional information.)	
	What to be exhibited	Features of the Product / Solution	Applications in Construction
e.g.	Unmanned Aerial Vehicle (UAV)	With high-res camera installed, the UAV could significantly reduce time and manpower in site inspection and land surveying.	Tendering process, land surveying, progress supervision.
1.			
2.			
3.			
4.			
Contac	t Person		
Name		Job Title	
E-mail		Telephone	
3. Pay	ment Information		
	Cheque enclosed HK\$ (Ma	ake cheque payable to "Construction Industry Cou	ncil")
	Bank transfer to Construction Industry Council Bank Name: The Hongkong and Shanghai B Account Name: Construction Industry Council Account No.: 004–111–418042–001 SWIFT Code: HSBCHKHHHKH Bank Address: 1 Queen's Road Central, Hong Clexpo 2022 Booth	anking Corporation Limited	
	Please send us an invoice for payment.		
the dead applicati Condition In submi	fundable deposit of 50 percent of the total space rental is du line will result in cancellation of the contract and forfeiture ons submitted after 31 August 2022. Applications received w Is of Participation	rees to accept the Standard Terms and Conditions attached. The	responsible for full space rental fee. Full payment is due for all
	nature and Agreement		
The ex	chibitor agrees to abide by Standard Terms	and Conditions attached.	
Author	ised Signature & Company Chop		Date

#### Standard Terms and Conditions

#### 1. Definition

In these conditions, save as the context otherwise requires, the following definition will be applied:

#### "The Organisers" refers to

Development Bureau, HKSAR Government

Centre of Science and Technology Industrial Development, the Ministry of Housing and Urban-Rural Development, the Government of PRC

Construction Industry Council

38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

Tel: (852) 2100 9000 Fax: (852) 2100 9090 E-mail: ciexpo@cic.hk

- 1.2 "Exhibition" - means the Construction Innovation Expo (CIExpo) 2022 to be organised by the Organisers as specified in the Application Form for Booth attached to this Conditions ("Application Form").
- "Exhibitor" means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibition 13 or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organisers and, approved by the Organisers in advance in writing, include sub-licensees of the Exhibitor.
- "Exhibition Venue" means the venue as specified in the Application Form or other venue as designated by the Organisers.
- "Participation Fee" means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue
- 1.6 "Participation Period" - means the period from the date that Exhibitor submit the application form to the end of time of the Closing date of the Exhibition.
- 1.7 "Publicity Materials" - means the promotional gifts, catalogues, pamphlets and all any advertising and publicity materials whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.
- "Representatives" means the directors, officers, employees, agents, contractors, subcontractors and all other representatives of the Exhibitor. 1.8
- "Rules of Venue" means the rules and regulations of the Exhibition Venue. 19
- "Exhibitor's Manual" means the manual supplied by the Organisers to the Exhibitors and complied by the Exhibitors which contains information relating to the 1.10 Exhibition and the Exhibition Space and other matters (as amended from time to time).

#### 2. Timetable

The Exhibition Period is specified in the Application Form or as otherwise amended by the Organisers.

#### 3. Application

Application Form duly completed and executed by the Exhibitor should be couriered or mailed to the Organisers at:

Construction Industry Council

38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

E-mail: ciexpo@cic.hk

- If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall be subject to these Terms and Conditions and a duly completed and executed Application Form delivered by the Exhibitor to the Organisers.
- The Exhibitor shall provide the Organisers with any reasonable information in relation to its application. Subject to the written acceptance of the Organisers, receipt 3.3 of any payment by the Organisers shall not constitute an acceptance of an application of the Exhibitor by the Organisers
- In consideration of the Organisers agreeing to consider the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation 3.4 Period withdraw its application.

#### 4. Admission

- Only those Exhibitors whose product range is within the title and scope of the Exhibition shall be considered for admission to the Exhibition.
- 4.2 Until an Exhibitor's application has been accepted in writing by the Organisers, no rights to exhibit will be granted notwithstanding any payment is made to the Organisers. The Organisers reserve the right to decline any application without giving any reason.
- The Organisers shall be entitled to revoke any admission if such admission was made based on inaccurate or false information, misunderstanding or if the 43 preconditions for admission no longer apply.
- Before the commencement of the Exhibition Period, the Organisers will notify the Exhibitor of the location of the booth or the position of exhibition space. The 4.4 Organisers have the sole and absolute discretion in allocating and specifying the location and positions of the booth or exhibition space and reserve the right to reallocate and re-specify another booth or exhibition space different to the one originally allocated to the Exhibitor at any time prior to the commencement of the Exhibition Period
- Should the Organisers be compelled to relocate or change individual stands, entrances, exits or aisles after admission, such relocation or changes shall not give 4.5 rise to any right for any claims against the Organisers.
- If through no fault on the part of the Organisers the space allocated is no longer available, the Exhibitor shall be entitled to a refund of the Participation Fee, free of 4.6 interest, as agreed liquidated damages in accordance with Clause 6 "Withdrawal". The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organisers will not be liable to any other damages.
- 4.7 Upon admission by the Organisers or execution of the Agreement, the Exhibitor shall pay the Organisers the Rental Fee. Even if the Government which the Exhibition is administered by does not approve the Exhibitor's all or part of import requirements, or the items on exhibition cannot be transported to the exhibition venue or cannot be transported to the exhibition venue on time (including but not limited to be caused by loss, delay in transportation or detain by the Custom), or the Exhibitor or its representative is late or cannot participate in the Exhibition, the Exhibitor will be legally bound by the liability of payment and the Terms and Conditions of this contract.
- 4.8 Should the Exhibition fails to take over the allocated space in compliance of the rules of the Exhibition Venue two days prior to the commencement of the Exhibition, such allocated space may be otherwise disposed of in such manner as the Organisers think fit. This shall not release the Exhibitor from his contractual obligations under this contract nor entitle it to a demand for refund or make any other claims against the Organisers.

## 5. Terms of Payment

- A non-refundable deposit of 50 percent of the total space rental is due with this application. Any balance remaining is due and payable no later than 31 August 2022. Failure to pay the balance by the deadline will subject the exhibitor to cancellation of the contract and forfeiture of all monies paid, and exhibitor will remain responsible for full space rental fee. Full payment is due with all applications submitted after 31 August 2022. Applications received without payment will not be processed.
- . Interest will be charged on any amount over due at the rate of 3% over the prime lending rate of Hong Kong Dollar (HKD) as quoted from time to time by Bank. 5.2
- The Organisers reserves the right to demand from the Exhibitor additional non-interest bearing deposit or other form of guarantee for the payment of the Participation Fee or costs of actual or potential damage.
- Charges for services or deliverables other than the Participation Fee shall be payable at the time and in the manner as set out in the separate invoice issued for 5.4 that purposes.
- 5.5 All payment and remittance should be made to Construction Industry Council in Hong Kong Dollars without deduction of any bank charges, currency exchange charges, government fees or taxes and must be made by bank draft or direct transfer to:

The Hongkong and Shanghai Banking Corporation Limited Bank name: Construction Industry Council

Account name: Account No.: 004-111-418042-001

Bank Address: 1 Queen's Road Central, Hong Kong

SWIFT Code: **HSBCHKHHHKH** 

Remark: CIExpo 2022 Booth

- The Organisers are granted a right of lien on all stand equipment and exhibitors of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The 5.6. Exhibitor authorises the Organisers to realise or dispose of such items on lien in order to meet such outstanding payment. The Organisers cannot be held liable for damages or losses to the items on lien.
- If invoices are sent to a third party on the Exhibitor's instructions, the latter shall still remain a debtor of the Organisers.

## 6. Withdrawal or Non-Participation

- The Application of the Exhibitor is irrevocable. Once the Application is accepted and subject to termination, the Exhibitor shall not reduce the fair space applied for in its Application Form. Any request for variation of the fair space shall not constitute a variation nor wavier of any amount payable to the Organisers by the Exhibitor.
  - In the event that the Exhibitor's request for withdrawal is accepted by the Organisers, the following discounts of the Participation Fee will apply:
  - (a) in the event that the request of withdrawal is received on or before 31 May 2022 and if it is accepted by Organisers, the deposit is refundable;
  - (b) in the event that the request of withdrawal is received after 31 May 2022, the deposit is non-refundable;
  - (c) in the event that the request of withdrawal is received after 31 August 2022, 100% is payable;

# 7. Termination of Right to Exhibit

The Organisers shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition if in the reasonable opinion of the Organisers that any of the following events occurs:

- 7.1 The Exhibitor or any of its representative commits a breach of any of the Hong Kong Convention and Exhibition Centre (HKCEC) Rules and Regulations; or
- 7.2 The Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
- 7.3 The Exhibitor conducts any activity which, in the opinion of the Organisers, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or
- 7.4 The exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for and the Organisers shall have the right to use such space as it deems appropriate. The Participation Fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date.
- 7.5 Subject to the reasonable estimation and judgement, the Organisers deem the participation qualification of the Exhibitor shall be terminated.

#### 8. Exhibits and Exhibitor's Representatives

- 8.1 All exhibits and Exhibitor's representatives proposed to be present in the Exhibition Venue (including all the Exhibitor's personnel, presenters, models, security personnel or other agents) must enter the venue with the Exhibition pass issued by HKCEC.
- 8.2 Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organisers.
- 8.3 Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of accepted standards.

  Any change of the exhibits needs prior written approval of Organisers. The Organisers will not be liable to the Permission, Quota or transferring the sales income.

#### 9. Use of Site and Safety and other Obligations

- 9.1 The Exhibitor shall be responsible for the safety of their exhibits, their own representatives and all property with the Exhibition space allocated to it. The Exhibitor shall be liable for any damages, losses, claims, costs or other expenses suffered by any third parties resulted from the acts of the Exhibitor, its representatives, agents and by the its exhibits or any activities carried out by the aforesaid. The Exhibitor expressly releases the Organisers from any claim for any damages, losses, claims, costs or other expenses suffered by the Exhibitors, its representatives or agents occurred in or resulted from the Exhibitor. The Exhibitor shall take out the appropriate insurance to cover all these risks as referred to in this clause. The Exhibitor agrees to indemnify the Organisers, its representatives and agents and hold them harmless against all claims, liabilities and expenses (including legal costs in defending itself) of damages or losses of property or personal injury suffered by any third party which is resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents.
- 9.2 The Exhibitor shall observe and comply with all the requirements and policies of the Exhibition Venue and Exhibitor's Manual. No advertising, display, demonstration or canvassing for business may be placed or carried out outside the allocated space.
- 9.3 Exhibitor's stand must be manned by an authorised and competent representative of the Exhibitor at all times during the Exhibition Period.
- 9.4 The Exhibitor shall not do or permit to do any act which may cause nuisance, inconvenience, disturbance or risks to the Organisers, other exhibitors, visitors or any third party in the Exhibition Venue.
- 9.5 The Exhibitor undertakes to the Organisers that no exhibits which Infringe or may infringe any third party's intellectual property rights will be admitted to or be displayed in the Exhibition Venue during the Exhibition. The Exhibitor agrees that it will remove any items which, in the opinion of the Organisers or under allegation from any third party, may infringe the intellectual right of any third party. The Exhibitor agrees to indemnify the Organisers, its representatives and agents and hold them harmless against all claim, liabilities and expenses (including legal costs in defending itself) resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents. Provided that the Organisers deems any items on exhibition infringe any third party's intellectual property or receive such claims, the Exhibitor shall agree to be terminated the Exhibition.

# 10. Exclusion of Liability

- None of the Organisers, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the Organisers or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visitor.
- 10.2 The Organisers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
- 10.3 The Exhibitor shall be responsible for effecting insurance which should include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organisers upon request.

## 11. Waiver

The waiver by the Organisers of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

# 12. Cancellation, Postponement and Other Changes of Exhibition

- 12.1 The Organisers reserves the right, in the case of Force Majeure, directives, laws or regulations or other prevention and control of disease measures imposed by any governmental or quasi-governmental authority, to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor. In such circumstances, the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organisers or their agents or representatives, whether for loss or damages, or return of all or part of any money paid by the Exhibitor even if waives his right to the stand area allocated to him. Clause 7 shall apply accordingly.
- 12.2 The Organisers shall not be liable for any direct or indirect losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event caused by the Force Majeure.

## 13. Force Majeure

"Force Majeure" shall mean all events which are beyond the control of the Organisers, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organisers. Such events shall include earthquakes, typhoons, flood, fire, war, outbreak of disease, social unrest, act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general commercial practice.

## 14. General Provisions

- 14.1 The Exhibitor agrees to be bound by these Standard Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organisers.
- 14.2 These Standard Terms and Conditions together with the exhibitor's manual and the Application Form and all other contracts and agreements entered into between the Organisers and the Exhibitor in relation to the Exhibition will form an integral contract. In the event of any conflict between these Standard Terms and Conditions and the Application Form and all other contracts and agreements, these Standard Terms and Conditions shall prevail.
- 14.3 Any claims of the Exhibitors as against the Organisers shall be barred after the earlier of 6 months of the closing date of the Exhibition or 9 months of the date of the Application Form. The liability of the Organisers under this Contract shall be limited to the amount of the total payment received by the Organisers from the Exhibitor under this Contact.
- 14.4 Exhibitors shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organisers in the recovery of any monies payable to it by the Exhibitors or in the enforcement of any terms of these conditions. The Organisers is entitled to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor.
- 14.5 Time shall be of the essence of the contract in relation to all the provisions of these conditions as shall relate to the payment of any monies from the Exhibitor to the Organisers.
- All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
- 14.7 Nothing in these Standard Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organisers and the Exhibitor.
- 14.8 These Standard Terms and Conditions are subject to change by the Organisers when necessary. The Organiser reserve the right to amend these Standard Terms and Conditions without prior announcement. The Exhibitor shall take note of the latest announcement from the Organisers.

## 15. Governing Law

These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Court.