



General Regulations of S-DEV Geneva

Organisation, communication, logistics and billing

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1. DESCRIPTION AND ORGANISATION OF S-DEV GENEVA

S-DEV Geneva is an international platform focusing on Sustainable Development. It is held annually.

S-DEV Geneva is organised by the Fondation Orgexpo, foundation for the promotion and the organisation of exhibitions and conferences in Geneva (Switzerland). The Fondation Orgexpo is thereafter to be called «organiser». S-DEV Geneva is taking place at GENEVA PALEXPO, the Geneva exhibition and conference centre, Le Grand-Saconnex.

2. APPLICATION FORM – EXHIBITOR CONTRACT

2.1 Formalities

Companies, associations and individuals (cf. article 3) interested in participating at S-DEV Geneva should fill out the application form available on the internet under www.s-dev.org. The application form is to be printed out and returned by fax or by post to OTTO FREI AG. The deadline must be respected and the form must be completed, including a project description (cf. article 2.3).

2.2 Legal implications of the application process

Returning the application form does not imply in any way the right to participate at S-DEV Geneva. The applicant will be registered as a provisional exhibitor until final validation by the organiser and the ethics committee.

The application form is a legally binding commitment from the applicant. It generates a legally valid contract when registered and confirmed in writing by the organiser to the exhibitor.

By signing the application form the exhibitor commits to:

- participate in S-DEV Geneva
- respect the regulations and the application conditions, the financial conditions as well as other documents of a contractual nature linking the exhibitor and the organiser
- pay the total stand fee, even if for some reason the exhibitor renounces or is not able to take part in S-DEV Geneva. Articles 4 and 16 of the General Regulations cover the rules in the event of modifications to or cancellation of any application
- take on the personal responsibility of payments for resulting costs, which have been created for the organiser or a third party due to stand constructions or any other service requirements related to participation at the exhibition
- accept that any information on his or her staff, his or her organisation and visitors can be used by the organiser of S-DEV Geneva or any organisation working with them for statistical purposes, unless announced prior in writing to the organiser.

2.3 Project description

A project description (of maximum 250 words) must be sent by the exhibitor, the co-exhibitor or the coordinator of the pavilion together with the application form, or at the latest within 10 days of applying. Information must include:

- a company or organisation profile.
- a project description of (a) past or future project(s) in line with sustainable development and the objectives of the exhibition

3. CATEGORIES OF EXHIBITORS

3.1 Exhibitors

The following are eligible exhibitors:

- Academics
- Foundations
- International Organisations
- National representatives
- Regional and local representatives
- NGO's
- Civil society
- Entreprises
- Experts
- Professional associations
- Media.

3.2 Co-exhibitors

Exhibitors are not permitted to sublet any part of the surface they have been allocated, unless previously authorised to do so by the organiser.

The co-exhibitors accepted by the organiser will be charged a registration fee of € 500 each, not including VAT, to be invoiced to the stand holder (= main exhibitor). The co-exhibitors are entitled to an entry in the catalogue and on the exhibitors list.

The main exhibitor, following the agreement with the organiser, has the following responsibilities:

- to have an application form signed by each co-exhibitor
- to send a project description from each co-exhibitor
- to pay the total attributed surface (bare surface)
- to pay the registration fee of € 500, not including VAT, for each co-exhibitor
- to distribute a copy of the general regulations and other instructions (exhibitor's manual, circulars etc.) for observance thereof by each co-exhibitor.

The main exhibitor and all co-exhibitors are jointly liable for these responsibilities.

3.3 Local, regional, national and international pavilions

The following two requirements must be met in order to qualify for a pavilion:

- the rented surface must be a minimum area of 50 m²
- to be a local, regional, national or international representative body or an international organisation.

Each person submitting an application form for a pavilion will be considered as the coordinator, hereafter called the main exhibitor, of the pavilion and will be in charge of:

- the organisation of the full pavilion
- signing the application form for the pavilion
- sending a project description for the pavilion as well as for each project presented by every pavilion member

- paying the total attributed surface (bare surface)
- allocating the available space on the pavilion to each member in accordance with the present regulations
- distributing a copy of the general regulations and other instructions (exhibitor's manual, circulars etc.) for observance thereof by each pavilion member.

4. EVALUATION OF APPLICATIONS AND APPLICATION CONDITIONS

4.1 Application conditions

The organiser will solely decide upon the participation of an exhibitor following receipt of the exhibitors application form, the project description and subsequent acceptance by the ethics committee. This decision can not be challenged.

The organiser can request further information on the project. Projects that were not presented by the main exhibitor will not be accepted.

Particular requirements concerning competitors will not be accepted as a condition of registration.

4.2 Acceptance of applications

Confirmation of the registration will be sent to the main exhibitor (and possible co-exhibitors or pavilion members) within 30 days of application receipt via a letter from the organiser. Only this written confirmation is binding for the organiser. Prior exchange of correspondence or documents between OTTO FREI AG, the organiser and the main exhibitor can under no circumstances be considered as a confirmation.

Acceptance of reservation entails :

- payment of an instalment on the stand rental fee by the main exhibitor, as well as payment of the registration fee of possible co-exhibitors even if, for any reason, the exhibitor or co-exhibitor cancels his or her participation thereafter (see point 6.2)
- payment of an instalment on the full stand rental fee by the main exhibitor (coordinator) even if, for any reason, the main exhibitor or (a) member(s) of the Pavilion cancels his or her participation thereafter.

4.3 Rejection of applications

The organiser can refuse registration in the following cases:

- the exhibitor, co-exhibitor, main exhibitor or member of the pavilion endangers or risks to endanger the overall conduct of the exhibition or the organiser's image
- the exhibitor does not respect the obligations outlined by the organiser or an entity linked to the organiser or does not fulfil his or her financial obligations.

A letter of refusal will be sent at the latest 30 days after receiving the application form. The rejection will not have any consequences for the organiser with the exception of refunding the paid costs. The organiser can under no circumstances be liable for any damages and compensation.

5. STAND ALLOCATION AND EXHIBITION LAYOUT

5.1 Attribution of surface and location

Otto Frei AG is the only party responsible for allocating the stand surface.

The organiser has the right to refuse the exhibitor's wish regarding the surface and location of the stand attributed. The organiser has the right to relocate a stand that has been allocated, to change its dimensions or its configuration within acceptable limits and measures compatible with the layout concept and the general presentation of S-DEV Geneva. Such changes do not imply, under any circumstances, compensations for the exhibitor or the main exhibitor of the pavilion. The exhibitor and the main exhibitor of the pavilion will receive written confirmation concerning the final attribution of the stand no later than the on-line publication of the exhibitor's manual.

5.2 Taking possession

Taking possession of the attributed surface is subject to the total payment of the due sum (see art. 7.1). Subject to this payment, the stand space will be at the disposal of the exhibitor at the beginning of the official set-up period of the event, as will be communicated beforehand by the organiser. However, the organiser reserves the right to impose tighter set-up deadlines.

6. CANCELLATION OF CONTRACTS AND SURFACE REDUCTION

6.1 Cancellation by the organiser

A contract may be cancelled by the organiser at any time, particularly if it turns out that the terms of admission have not been or have ceased to be observed, without obligation other than a possible refund of the registration fees, under deduction of € 650 owed by the exhibitor to the organiser, and € 500, not including VAT, for each possible co-exhibitor. The organiser can under no circumstances be made responsible for any damage and conflict of interest.

The organiser is not required to state reasons for the decision.

6.2 Cancellation by the exhibitor

An exhibitor who wishes to cancel his or her participation at the exhibition or reduce the surface requested must advise the organiser in writing.

Cancellation does not release the exhibitor from obligations. All of the obligations below must be fulfilled by the exhibitor:

- 25% of the total surface cost of a stand or a pavilion, in case the cancellation was made 120 days prior to the opening of the exhibition
- 50% of the total surface cost of a stand or a pavilion in case the cancellation is made between the 120th day and the 30th day prior to the opening of the exhibition
- 100% of the total surface in case the cancellation is made less than 30 days prior to the opening of the exhibition.

Concerning all cancellation procedures mentioned above, the exhibitor remains responsible for:

- the payment of fees for his or her co-exhibitors
- expenses for stand installations ordered by the exhibitor, his or her co-exhibitors, or members of the Pavilion
- advertisement orders placed by the exhibitor that have already been carried out by his or her co-exhibitors or members of the Pavilion.

The organiser can re-allocate a stand which remains unoccupied 24 hours before the opening of the exhibition. In such a case, the exhibitor loses all rights over his or her stand. This does not release him from obligations of payment of the total stand fee and of any subsequent expenses. Furthermore the organiser has the right to charge for other expenses resulting from a stand left empty.

6.3 Reduction of the surface allocated by the exhibitor

Should the exhibitor or the main exhibitor of a pavilion want to reduce the allocated surface, he or she remains liable for the total cost of the initial stand surface booked, unless otherwise agreed in writing by the organiser.

7. FINANCIAL CONDITIONS

7.1 Rental fees

The bare surface fee per m² amounts to:

- € 150 per m², not including VAT, min. 9 m².

The following facilities are included in the rental costs:

- the surface of the stand and/or the pavilion
- heating, general lighting, cleaning of the hall (outside the stands) and of the gangway carpets
- general publicity for S-DEV Geneva
- inscription costs of the general exhibition catalogue (cf. article 12)
- exhibition passes, visitors' invitations and entry badge(s) for the conference (cf. article 9).

The registration fee for each co-exhibitor is € 500, not including VAT. This fee is not applicable to pavilion members.

The prices for additional services are available in the exhibitor's manual.

7.2 Payability of the amounts due

Upon acceptance of the application form, 25% of the rental price, as well as the registration fee for his or her possible co-exhibitor(s), is payable by the (main) exhibitor as indicated in the invoice, i.e. payable net upon receipt. The invoice will be sent at the time of the confirmation of booking. The balance of 75% of the rented surface is invoiced when sending out the exhibitor's manual.

The organiser should be in possession of payment, or of a document certifying the payment has been made, on the first day of set-up at the latest. In the absence of such a document, the organiser has the right to forbid access of the allocated surface to the exhibitor or to immediately evacuate the stand or pavilion at the exhibitor's expense.

In case the application form is submitted less than 30 days prior to the official opening of S-DEV Geneva, the total rental price of the stand is due before the exhibition opens. The application must be previously accepted by the Ethics Committee and the organiser.

7.3 Invoicing and means of payment

The bills sent by the organiser must be paid without delay upon receipt (without discount at net price). Payments are to be made in Euros (€) and transferred onto one of the bank accounts mentioned on the invoice or by credit card.

Other services which are used before, during and after the exhibition will be billed to the (main) exhibitor, for himself/herself, as well as for his or her co-exhibitors or pavilion members. The invoicing system is composed of one or more instalment invoice(s) and one final recapitulating invoice. Each instalment invoice includes all services ordered previously. The final invoice covers all services provided and concludes the invoicing procedure.

7.4 Non observance of payment deadlines

The organiser has the right not to fulfil its obligations in the case of non-payment, without any previous formal notice.

Payment reminders will be invoiced at 15 € each.

Unexecuted or late payment of any invoice is subject to 5% interest per year, without previous notice.

Should deadlines be unobserved or invoices remain unpaid, the (main) exhibitor remains liable for :

- the rental fee of the stand or pavilion
- the registration fee due by co-exhibitors
- expenses for stand installations ordered by himself/herself, his or her co-exhibitors, or members of the Pavilion
- advertisement orders placed by himself/herself, his/her co-exhibitors or members of the Pavilion and already carried out
- Any additional fees.

7.5 Complaint concerning invoices

Each complaint concerning invoices should be made no later than 30 days after the date of invoicing. Such a complaint does not entitle the exhibitor or the pavilion main exhibitor to retain payment of other invoices due at the time of the complaint and nor to disregard any other obligation towards the organiser.

Past this delay of 30 days, no complaint is accepted and the organiser is to be paid.

7.6 VAT (Swiss Value Added Tax)

The services provided by the organiser are subject to VAT tax rule, except for exoneration as per art. 90, paragraph 2 of the Federal Law of September 2, 1999 on VAT.

Services provided to exhibitors domiciled outside of Switzerland are also subject to VAT, since such services are carried out in Switzerland. Exhibitors domiciled outside of Switzerland have the possibility, under certain conditions, to ask for a refund on the above mentioned tax (see document in the exhibitor's manual).

8. VISA

The main exhibitors are responsible for ensuring that their co-exhibitors or pavilion members comply with all formalities pertaining to entry into Swiss territory.

The organiser will supply a certificate of participation upon written request. The organiser is under no circumstances liable for any refusal of visas.

9. EXHIBITOR PASSES, INVITATIONS FOR VISITORS AND CONFERENCE ENTRY BADGE(S)

Exhibition passes for stand staff will be available free of charge for the (main) exhibitor, his or her co-exhibitors or pavilion members, according to the size of the stand booked :

- up to 20 m²: 4 exhibitor passes
- from 20,01 m² till 49 m²: 8 exhibitor passes
- from 49,01 m² to 100 m²: 10 exhibitor passes
- from 100,01 m² to 200 m²: 15 exhibitor passes.

Exhibitor passes which are sold or lent will be withdrawn.

Additional passes may be ordered through the organiser at a cost. There will be no reimbursement under any circumstances.

Free invitations for visitors to the exhibition will be supplied upon request, as long as stocks last.

One or more 3-day badge(s) for access to the conference, made out in the name of the stand, will be allocated free of charge to the main exhibitor, or for his/her co-exhibitors or pavilion members, depending on the surface of the stand :

- stand without co-exhibitor: 1 conference access badge
- stand with one or more co-exhibitors: 2 conference access badges
- pavilion: 4 conference access badges.

Lost exhibitor passes, visitors' invitations and conference access badges will not be replaced under any circumstances.

10. EXHIBITOR'S MANUAL

An exhibitor's manual containing all relevant information will be sent to each (main) exhibitor. This includes in particular:

- dates and procedures for receipt of goods and for assembling and dismantling operations
- regulations for stand construction and fittings
- general regulations and specific instructions of GENEVA PALEXPO
- order forms for technical and other services, which are payable prior to the opening of the exhibition
- a list of suppliers and service companies
- regulations for refund of VAT (cf. article 7.5), if applicable.

The entire exhibitor's manual and all information sent thereafter constitutes an integral part of the present general regulations.

11. STAND INSTALLATIONS, DECORATION AND STAND SECURITY

11.1 Decoration instructions

It is each exhibitor's responsibility to inform himself or herself about the location, the exact size and the various possibilities of stand set up. The organiser is available to arrange onsite visits.

The exhibitor is responsible for the installation and the construction of the stand. Stands must be decorated using only non-flammable or fire retardant materials. All dangerous substances are prohibited. Any emergency caused by the materials used by the exhibitor entitles the organiser to charge the cost of all incurred expenses to the exhibitor involved.

The exhibition of live animals is strictly prohibited within the exhibition premises.

The stand must remain within its contracted dimensions. The organiser reserves the right to remove or modify, at the risk and expense of those concerned, any installation or decoration detrimental to the general appearance of the exhibition, or causing any danger or nuisance, such as excessive noise, to other exhibitors or to the public.

11.2 Staff on stand

During the official opening hours, the exhibitor must ensure that his/her stand is manned at all times.

Stands can not be dismantled prior to the official closing of the exhibition.

11.3 Removal of left behind materials

The Organiser will remove any object or material left onsite on the last day of dismantling, at the risk and expenses of the exhibitor involved.

12. EXHIBITION CATALOGUE, PRINTED MATERIAL AND ADVERTISING

12.1 Catalogue and printed material

The organiser has the exclusive right to edit the exhibitor's catalogue and to publish additional material.

Entry in the catalogue is compulsory and free of charge. Appropriate electronic forms will be sent to exhibitors in due time. The exhibitors and the pavilion main exhibitors are requested to provide the necessary information about themselves, about possible co-exhibitors and pavilion members, for the S-DEV Geneva catalogue and the S-DEV Geneva website.

The organisers take no responsibility for mistakes or incomplete information.

Registration, conditions and possible fees are defined on the order form included in the exhibitor's manual.

12.2 Publicity

Exhibitors shall not be permitted to sell, nor to distribute advertising material or any other kind of publicity on the GENEVA PALEXPO site, except on the exhibitor's own stand. Advertising panels or other official spaces can be rent.

Exhibitors are prohibited from conducting or permitting any presentation, sales or advertising of products, services, brands or companies that are not covered by the submitted outline of projects.

Misleading and untrue publicity of any kind as well as any distribution of political literature is strictly forbidden and renders the offender liable to immediate expulsion.

12.3 Noise

Exhibitors are prohibited from using audiovisual instruments in a way that other exhibitors will be disturbed.

13. SELLING

It is not permitted for exhibitors, co-exhibitors, main exhibitors or pavilion members to sell products and services during the exhibition, unless authorised by the organiser.

14. INSURANCE AND LIABILITY

14.1 Responsibility for objects exhibited, animations and running of the stand

The organisers decline all responsibility in case of theft, loss, disappearance and damage of items exhibited at any time.

The organiser is under no obligation to assure protection of the items exhibited or the setting of the stand and declines, under provision of the art. 100, paragraph 1 of the Swiss Code of Obligations, all responsibility for any damage or loss over the period of the exhibition, as well as during transport.

The organiser declines all responsibility for any damage resulting from animations and presentations carried out by the exhibitor or from the running of the stand.

14.2 Liabilities caused to a third party

The exhibitor is liable for any damage caused to other stands, to the exhibition installations, to individuals and their goods, regardless of whether the damage was caused in any way whatsoever, by himself or herself or by a third party commissioned by him or her.

As a matter of fact, according to articles 55 and 101 of the Swiss Code of Obligations, exhibitors are liable for any damage caused in any way whatsoever, whether by their suppliers, stand builders or by persons acting on their behalf.

14.3 Insurance

It is highly recommended for each exhibitor to ensure adequate insurance against fire. Unless the exhibitor is already insured against fire damage, he or she can take out an insurance policy, either through a third party or via the organiser, whose conditions are mentioned in the exhibitor's manual.

It is also strongly recommended to insure the exhibitor's items, the stand or pavilion and its equipment against damage and loss, for the duration of the exhibition as well as during transport. The exhibitor can also subscribe to an appropriate insurance policy through the organiser, the conditions of which are mentioned in the exhibitor's manual.

The exhibitor is responsible for all other risks and must be insured through any individual insurance policy considered appropriate (accidents, theft, etc).

15. EXPULSION

Any infringement of any clause of the present regulations may result in the immediate, temporary or definitive expulsion of the offender, notwithstanding other sanctions for other obligations, without entitling him/her to any claim for reimbursement or compensation.

The expelled exhibitor is responsible for paying the rental fee of the entire stand surface, all expenses incurred, as well as any other additional costs.

The organiser is then free to use the released exhibition space.

16. UNFORESEEN CIRCUMSTANCES

For extraordinary situations and unforeseen circumstances the organiser may, without any liability or right for the exhibitor to withdraw from its obligations, alter or postpone S-DEV Geneva, shorten or prolong the duration of the event or cancel it.

Should the occurrence of political, economic or health issues jeopardise the event and the carrying through of S-DEV Geneva, payment of the exhibition surface remains due up to the amount of expenses (including halls rental) incurred by the organiser. Any outstanding credits after payment of the expenses incurred will be shared amongst the exhibitors in proportion to their payments, under deduction of the registration fee. In return, the exhibitors can not claim any payment resulting from the cancellation of S-DEV Geneva.

17. CANCELLATION OF S-DEV GENEVA

If, for whatever reason outside of unforeseen circumstances, the exhibition does not take place, only the instalments and invoices already settled can be refunded. Exhibitors expressly renounce all right of appeal on whatever grounds against the decisions of the organiser.

18. GENERAL REGULATIONS

The French version of the General Regulations constitutes the original document, should any doubts on the translated version occur. The organiser is empowered to rule on all situations not covered by the present regulations and may make modifications or additions to them, as deemed fit. Such modifications or additions shall have immediate effect. The organiser also reserves the right to edict specific rules which may overrule the present Regulations.

19. DISPUTES

In case of disagreement and before resorting to litigation, the exhibitor should submit his or her complaint to the organiser of S-DEV Geneva.

The Swiss law is solely applicable.

When any dispute cannot be settled amicably, the parties expressly agree to elect domicile in Geneva for jurisdictional purposes and undertake to be bound by the decision of the Courts of Geneva, except for appeal to the Federal Tribunal, Berne.