



AGRICULTURAL SOCIETY OF KENYA

EXHIBITION RULES AND REGULATIONS

These regulations cover areas such as Venue regulations, Fire Safety, Insurance, Stand fitting and Display regulations, codes of conduct etc.

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PART I

Definitions

1.1. In this Regulation, the following words and expressions shall have the following meanings:

'Exhibitor' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom space has been allocated for the purpose of exhibiting.

'Exhibition' shall mean the event.

'Exhibition Venue' shall mean the stand or site allotted to the exhibitor.

'ASK' shall mean:

Agricultural Society of Kenya

P.O Box 21340-00505

Nairobi

'Landlord' shall mean the ASK.

'Contract' shall mean the contract for the Exhibition Venue or the Exhibition Venue plus shell stand or package stand and other Value Added Services at the Exhibition entered into between ASK and the Exhibitor which shall at all times be deemed to incorporate these Regulations.

'Authorities' shall mean but not limited to Nairobi City County, National Environmental and Management Authority, National Authority for the Campaign



against Alcohol and Drug Abuse and any other authority relevant to these rules and regulations and the Contract ,

'Trade Rent' means the sum payable under the Contract for the Exhibition Venue or the Exhibition Venueplus shell stand or package deal stand and other Value-Added Services, plus V.A.T. or similar taxes in accordance with the appropriate legislation.

'Gangway' walkway providing a passage.

'Value Added Services' shall include, without limitation, the hire of meeting rooms, sponsorship/advertising arrangements, delegate places, visitor places, and dinner places.

'Structural Engineer' shall mean a professional, of ASK's choosing, that has been appointed to inspect the integrity of structures, for purposes of measurement and valuation.

'Show Ground Manager' shall mean a nominated professional, of ASK's choosing, that has been appointed to organise the operational aspects of the running of the Exhibition and who is named on the landing page of the online Exhibitor Manual.

1.2 Reference to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings contained herein are for convenience only and shall not affect their interpretation.

1.4 Any reference to the singular includes the plural and vice versa and any gender includes any other gender.

2.1 Eligibility of Exhibits

2.1.1 Exhibits must fall within the defined scope of the Exhibition. The Exhibitor shall not display on his stand any products which fall into classes other than those described on the



application for the Exhibition Venue, and/or the sales brochure unless prior consent has been given in writing by ASK.

2.1.2 Second hand or reconditioned equipment may be displayed on any stand.

2.1.3 In cases where the Exhibitor wishes to use borrowed equipment on his stand to demonstrate his own products, the display of the name of the firm lending the equipment is not permitted unless the firm is also exhibiting, in which case acknowledgement cards can be displayed.

2.1.4 An Exhibitor who is either associated with, or a selling agent for, another firm or firms and who wishes to exhibit the products of another firm or firms must state at the time of making an application for Exhibition Venue the name of the firms(s) to be represented at the Exhibition and undertake to confine the exhibits to the goods of such firm(s). The names of such firm(s) must be displayed on the stand throughout the Exhibition period.

2.1.5 The Exhibitor is responsible for obtaining all necessary licences, consents, permits, authorities or other documentation required by Kenyan law or any other applicable laws or regulations in respect of Exhibits to be displayed at the Exhibition. Such licenses, permits, authorities or other documentation shall be produced to ASK on or before occupying the Exhibition Venue or at any time on request.

2.1.6 Allotment of Exhibition Venue by ASK shall not imply that they accept the proposed exhibits, and the Exhibitor must satisfy himself that his exhibits comply with the Regulations. ASK reserve the right to exclude and/or require to be removed any exhibit which in their reasonable opinion is not within the scope of the Exhibition or is not suitable for the site allocated to the Exhibitor or does not comply with clause 2.1.4 or 2.1.5 above. The decision of ASK as to the eligibility of the exhibits will be absolutely final and binding.

2.2 Application

All applications for Exhibition Venue must be made on the official forms and payment for desired Exhibition Venue must be made by the timelines specified on the application forms. No



booking shall be deemed to be final until payment for the allotted space had been received by the Society.

Rejection of Application

The society reserve the right to reject any application for Exhibition Venue for contravention of the rules and regulation contained herein and to return the fee, or deal with such applications as may be deemed appropriate.

Allotment of Exhibition Venue

Exhibition Venue will be allotted according to priority of application, and the Society reserves the right to allocate Exhibition Venue to applicants. Only Society approved rates for the Exhibition Venue shall be applicable.

3 Participation Cost

3.1 The Trade Rent does not include any stand fitting, electricity, lighting, or water unless otherwise specified.

3.2 The Exhibitor must conform to the stand fitting regulations outlined in paragraph 7

4 Conditions of Payment

4.1 The Trade Rent shall be paid by the Exhibitor before possession of the Exhibition Venue as follows or as shall be agreed with ASK:

40% on contract signing

60% at least seven days before the date of the Exhibition.

4.2. Value Added Services shall be paid for in full at the date of ordering and such services may not be cancelled or varied in the period of eight weeks prior to the Exhibition or during the Exhibition.

4.2 If any of the above payments are fourteen days in arrears (whether demanded or not) ASK shall have the right to charge interest on the overdue amount from fourteen days after the due date, at a rate of 2% per day compounded daily from the date the payment becomes due till



payment in full. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests. In addition, if the above payments are Seven days in arrears the Contract may at any time thereafter be terminated forthwith by notice in writing by ASK to the Exhibitor. In such event all Trade Rent paid shall be forfeited and the balance of the Trade Rent shall become due and payable forthwith together with any accrued interest. Such termination shall not prejudice any rights or claims by ASK against the Exhibitor in respect of any antecedent breach, and where applicable the provisions of Regulation 20 in Part 2 shall apply.

5 Withdrawal by the Exhibitor

Withdrawal will only be authorised if in accordance with the provisions herein. The Trade Rent due from the Exhibitor under this Regulation in the event of a withdrawal from the Exhibition will be due and payable forthwith and upon payment thereof to ASK by the Exhibitor (credit being given by ASK for all sums already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.

6 Occupation and Completion of Site

6.1 Provided that that the Trade Rent has been paid in full, with ASK's consent, the Exhibitor and contractors may enter the Exhibitor Stand for the purpose of erecting his stand and preparing exhibits from 08.00 hrs, two weeks before the commencement date of the exhibition as advertised from time to time. In the interests of the Exhibition, ASK may in exceptional cases request for the erection of particular stands on days and at times to be specified by them. Such request is to be at the complete discretion of ASK and is to be adhered to by the Exhibitor.

6.2 All handling of non-portable exhibits within the Exhibition Venue must be carried out by the contractors appointed by ASK.

6.3 The Exhibitor undertakes that his site or stand will be ready, and all exhibits (other than those which are small and have special value) installed and arranged thereon for display and all



arrangements in connection therewith completed by 18.00 hrs three days to the exhibition commencement date.

6.4 UNDER NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A STAND OR SITE IF THE TRADE RENT HAS NOT BEEN PAID IN FULL. Should an Exhibitor be prevented from occupying his site for this reason, all Trade Rent paid shall be forfeited and the balance of the Trade Rent shall be recoverable forthwith by ASK. ASK shall be entitled to utilise the Exhibition Venue which had been allotted to such Exhibitor in such a manner as ASK shall deem fit and to recover from the Exhibitor and expenditure incurred in so doing.

6.5 Exhibitor shall not remove any of his exhibits prior to the daily closing of the Exhibition at 15.00 hours. Immediately after the last day of the Exhibition closes, Exhibitors must have removed from their stands all portable exhibits, display material and personal effects within Seven days from the date of the Exhibition closure. In spite of the general security provided by ASK during the Exhibition period, exhibitors, their agents and or contractors shall at all times be responsible to make arrangement for the security needs of their individual Exhibition Venue. FOR AVOIDANCE OF DOUBT, it is understood that ASK shall not be held liable for any damage or losses that might occur on the Exhibition Venue.

6.6 Exhibitor's tenancy of the Exhibition Venue terminates immediately after seven (7) days at 12:00 hours from the closing date of the exhibition. All non-portable exhibits and other property of the Exhibitor, his contractors and agents must be removed from the Exhibition Venue within the period aforementioned. ASK shall be entitled, if in their reasonable opinion the Exhibitor his contractors and agents will be unable for any reason to comply with this condition dispose the said property as deemed fit without further reference to the Exhibitor, his agents, employees and or contractor.

7 Construction and Erection of Stands



7.1 Where an Exhibitor has booked an Exhibition Venue only, he/she must provide their own designed shell scheme or stand unless it is a vehicle exhibit. Popup stands or promotional banners do not qualify as designed shell scheme or stands unless agreed at the time of booking with ASK. ASK reserves the right to invoice exhibitors for the additional Trade Rent if the exhibits do not fit the criteria for Exhibition Venue only stands.

7.2 Exhibitors are responsible for their own stand design and construction. ASK shall on request offer advice and guidance and provide a fully comprehensive service on stand design and construction.

7.4 Double decker stands are not permitted at the show.

7.5 Full dimensional drawings showing all proposed constructional details and positions and dimensions of machinery exhibits must be submitted and approved by ASK before any work is put in hand. For stands not exceeding 4m in height, drawings must be submitted in duplicate to the Show Ground Manager.

7.6 All Stands

7.6.1 ASK may at the expense of the Exhibitor remove or alter anything in, on, or forming part of any stand if, in their opinion, it is desirable to do so in the interests of the Exhibition.

7.6.2 All electrical installations must be carried out by the official show contractor appointed by ASK for the area in which the stand is situated.

7.6.3 Mobile Exhibition units, caravans or similar vehicles are not permitted without the prior written permission of ASK.

7.6.4 All stand construction and displays must be made from fireproofed materials and installed to the satisfaction ASK.



PART II

1 Regulations

The Exhibitor must comply with the requirements of the Authorities and with the regulations issued by ASK

2 Exemptions

Applications for any consent by ASK shall be in writing and must set out full details of the matters for which consent is sought. Exemptions from any Regulation may be granted at ASK'S discretion. No exemption given by ASK will be effective unless it is in writing.

3 Alteration of Exhibition Venue allotted

The contract constitutes a licence to exhibit and not a tenancy. ASK reserves the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as in its opinion may be necessary in the best interests of the Exhibition to alter the shape, size or position of the Exhibition Venue allotted to the Exhibitor. No alteration to the Exhibition Venue allotted will be made in such a way as to impose on the Exhibitor any greater liability for Trade Rent than that undertaken in the Contract.

4 Sub-Letting

The Exhibitor shall not assign the Contract, sub-let or part with his site or stand or any portion of it without prior written consent from ASK. Other than as permitted by Regulations 2.4. and 2.5 of Part 1 of these regulations no name other than that of the Exhibitor may be displayed on the site, stand or exhibitor listing, nor may any literature in respect of goods other than those of the Exhibitor be displayed or distributed without the written consent of ASK.

5 Conduct of Exhibitors

5.1 Every Exhibitor shall ensure that his stand is open for view and staffed by competent representatives during Exhibition hours. In the event of any Exhibitor failing to open his stand or uncover his exhibits , ASK may at its discretion order for the closure of the said stand or arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any



losses, including for any charges that may be incurred. ASK will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

5.2 Every Exhibitor, and all persons for whom he may be considered responsible in any way whatsoever, must not take part in any canvassing or leafleting (save with the prior written consent of ASK) or any petitioning, demonstrations, objectionable behaviour or any activity which may disrupt the Exhibition.

5.3 The Exhibitor must conduct his business ONLY FROM HIS OWN STAND and must not under any circumstances canvass amongst Exhibitors or visitors to the Exhibition. All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause annoyance or inconvenience to other Exhibitors and visitors.

5.4 Solicitations (in person or by any sound process) above the ordinary speaking tone of voice are prohibited without the written consent of ASK.

5.5 In accordance with the Tobacco Control Act No. 4 of 2007 smoking is prohibited throughout the Exhibition Venue. The Exhibition will implement a smoke free policy during all stages of build-up, pen period and breakdown.

6 Tickets and Passes

Exhibitors will be required to purchase Membership badges or tickets. No Exhibitor will be admitted to the Exhibition without producing to the gate official the Exhibitors' badge or tickets issued to him by ASK. In the event of such badge being transferred or otherwise disposed of, it will be immediately forfeited and no further badge will be issued in its place. ASK reserve the right at their discretion to withdraw the badge issued to any person if complaints have been received concerning his conduct.

7 Damage to Buildings

The Exhibitor shall not cause or permit any damage to the Exhibition buildings or any part thereof or to any of the fixtures and fittings therein not the property of the Exhibitor and shall not alter or interfere with the structure of the Exhibition buildings. Any Exhibitor in breach of



the Regulations shall indemnify ASK in respect of any claim for which ASK shall be liable to any third party.

8 Fire Risk and Safety

8.1 An Exhibition stand is a workplace in itself and the Exhibitor is responsible for Health and Safety of that work place during the construction, use and dismantling of the stand. The Exhibitor thus has a legal duty of care for anyone on or near the stand who may be affected by the actions or omissions of the stand contractors or exhibiting staff.

8.2 Fireproofing. All display materials must be fire resisting or treated to be fire resisting to the current and relevant Kenyan standard and must be installed to the Regulations relevant to the Exhibition Venue and Authorities, and ASK satisfaction.

8.3 Dangerous Substances and Naked Lights/Flames

Explosive, radioactive, highly inflammable or other dangerous substances may not be exhibited or brought into the Exhibition nor may naked lights or lamps be used during the period of the Exhibition or the periods of fitting up and dismantling, without the prior written consent of ASK. If practicable Hazardous- Substances regulated products should not be used. When Hazardous- Substances regulated are used the Exhibitor should ensure that assessment by Authorities has been carried out prior to his attendance at the Exhibition and that the substances are correctly handled, stored and used to avoid the risk of accident or injury to Exhibitors, demonstrators, visitors or any other person on the premises.

8.4 Lasers. Laser equipment may not be used or exhibited without the written consent of ASK.

8.5 LPG. The use of LPG is strictly controlled and may be prohibited. Exhibitors wishing to use LPG to demonstrate products must apply for written consent at least one week prior to the Exhibition.



9 Gangways

The Exhibitor shall not encroach on the gangways in front of his stand and shall ensure that they are kept free from obstruction during the whole time the building is open for the purpose of the Exhibition.

10 Operating Machinery or Exhibits

10.1 Moving machinery or equipment shall at the expense of the Exhibitor be installed and protected to the satisfaction of ASK and the Authorities. If such machinery or equipment shall, in the opinion of ASK, be too noisy or cause any annoyance to other Exhibitors or to visitors, it shall be switched off on request from ASK.

10.2 Safety devices may be removed only when machines are not in operation and isolated from the source of motive power and only for the purpose of showing a visitor that the design and construction of the uncovered part or parts. In such cases however, the safety devices which are removed must be placed immediately beside the machine.

11 Direction Signs

ASK reserve the right to affix stand numbers or direction signs on any stand in any position.

12 Audio-Visual Equipment and Demonstrations

Audio-Visual Equipment or amplifiers may not be used without the written consent of ASK. Where such consent is granted any equipment used and seating arrangements made must be in accordance with the requirements of ASK and of the Authorities and will be subject to a final inspection on site to agree noise levels. Any presentation/demonstration likely to interest groups of 10 or more people must be located towards the centre of the stand and clearly shown on stand drawings. If any presentation/demonstration causes obstruction within the gangway and/or excess noise or nuisance to any other Exhibitor, ASK reserve the right to cancel the presentation/demonstration or restrict the frequency. All exhibits must comply with the requirements of the NEMA-Noise Regulations of 2009 including assessment and control of noise levels as required by the regulations.



Displaying of pornographic content within the showground is forbidden and is contrary to Kenyan law.

13 Competitions

No competitions or the like may be held without the written consent of ASK.

14 Stand Cleaning

The Exhibitor is responsible to ASK for seeing that his stand is maintained in a clean and tidy state throughout the period of the Exhibition. The Exhibitor is will be required to collect and arrange the garbage in one place to be deposited by ASK.

15 Catering

15.1 All articles for human consumption within the Exhibition premises, or dispensed or given away therein must have written approval from ASK

15.2 No Exhibitor other than Official and Approved Caterers and Trade Stands in the Food and Drink Area will be allowed to cook on their stand or sell drinks or sell prepared or take-away food for consumption on the Showground.

15.3 Under Age Consumption of Alcohol

Exhibitors are responsible for ensuring that no alcohol is obtainable from their Trade Stand by children or young persons or others in accordance with the Alcoholic Drinks Control Act, 2010. Exhibitors must ensure that they uphold the principles laid down in the Alcoholic Drinks Control Act, 2010 in respect of:

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- The protection of children from harm

17.4 no exhibitor or person(s) will be authorized to sell alcohol within the show ground unless proper clearance is produced from the Authorities



15.4 Governing laws

Exhibitors catering on their Trade Stands are required to conform to the Food, Drugs and Substances Act, Chapter 254, the Public Health Act, Chapter 242 and the Meat Control Act, Chapter 316. Exhibitors must apply for a Temporary Events Notice where relevant. Environmental Health Officers will be in attendance at the Show and have the authority to shut down any Trade Stand.

15.5 Health clearance certificate is a pre-requisite requirement before any caterer is allowed to start business within the show ground.

16 Photographs

Stands or articles may not be photographed, drawn, copied or reproduced without the written permission of ASK. ASK reserve the right to take photographs, films, videos, or other recordings of Exhibitors' stands, their representatives and their products, displayed at the Exhibition for the purposes of the Exhibition and future Exhibitions.

17 Force Majeure

If the Exhibition is abandoned, cancelled or suspended in whole or part by reason of war, fire, terrorism, national emergency, labour dispute, strike, lock out, civil disturbance, quarantines or restrictions in movement caused by communicable diseases, inevitable accident, national mourning, the non-availability of the Exhibition Venue or any other cause real or threatened not within the control of ASK, whether ejusdem generis or not, ASK may at their entire discretion repay the Trade Rent paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such charge, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of any such event.

18 ASK'S Right to Terminate Contract

If any Exhibitor shall during the period for which the Licence is hereby granted fail to observe or perform any of the provisions of the Contract or the rules and regulations as contained



herein, ASK shall have the right to terminate the Contract forthwith by notice in writing to such an Exhibitor. In such an event, the exhibits of such Exhibitor shall be removed from the Exhibition premises at a time to be stated by ASK and thereafter such Exhibitor shall not be entitled to access thereto or to the Exhibition. ASK shall be entitled, if necessary, to remove and dispatch the said exhibits and property (at the risk and expense of the Exhibitor/s) to the address of the Exhibitor stated on the Contract. All Trade Rent paid by the Exhibitor shall be forfeited to and retained by ASK and the Exhibitor shall indemnify ASK in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

19 ASK'S Right to Cancel Exhibition

ASK shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or part in the event that there is likely to be insufficient exhibitor participation in and support for the Exhibition, the likelihood of such insufficiency to be determined by ASK whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive repayment of all Trade Rent paid, but ASK shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.

20 Insolvency

Should an Exhibitor being an individual firm become insolvent, under the Insolvency Act of 2015, have a receiving Order made against him or make any arrangements with his or their creditors, or being a limited company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed, or an administrative order is made against the Exhibitor or its assets or the Exhibitor enters into any arrangement with its creditors or is unable to pay its debts as they become due the Contract with such Exhibitor shall terminate forthwith save that all Trade Rent paid shall be forfeited and the balance of the Trade Rent shall become due and payable forthwith and such



termination shall be without prejudice to any claim of ASK against the Exhibitor in respect of any antecedent breach.

21 Copyrights and Patents

24.1 ASK will not be liable for any loss or damage the exhibitor may sustain in respect of the infringement of any of his copyrights or patents arising out of his participation in the Exhibition. The Exhibitor is strongly advised to make formal application for the grant or the registration of a design, as the case may be, not later than six months after the opening of the Exhibition.

24.2 Exhibitors shall not display exhibits or other materials which infringe the patents, copyright or other intellectual property rights of another exhibitor or third party. ASK reserve the right to assist the Authorities take appropriate action against infringers.

22 Rights of ASK.

ASK and those authorised by them respectively have the right to enter the Exhibition Venue at any time to execute works, repairs and alterations and any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused. ASK may at any time in the interest of the good management of the Exhibition, impose such further regulations of general application as they may, in their absolute discretion, deem fit.

23 Interpretation of Regulations

23.1 The Contract represents the entire agreement between the Exhibitor and ASK to take up Exhibition Venue and other Value Added Services and supersedes all promises and statements between the parties other than those expressly incorporated into the Contract. In addition, the Exhibitor acknowledges that he has not entered into the Contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this Contract. This does not exclude liability for fraudulent misrepresentation.

23.2 These Regulations shall apply to all contracts and shall override any terms submitted by the Exhibitor which shall have no legal effect.



23.3 These Regulations shall only be varied with prior written agreement of ASK.

24 Disputes

The proper law of Contract shall be Kenyan Law and all disputes as to the construction of application of these Regulations or the rights and liabilities of any person hereunder shall be determined by Kenyan Law.

25 General Lien and Power of Sale

All exhibits are subject to a general lien in favour of ASK for all sums, whether for unpaid Trade Rent or otherwise, due from an Exhibitor to ASK.

ASK shall give written notice to the Exhibitor in the event of exercising their lien whereupon the Exhibitor shall not remove any exhibits from the Exhibition Venue and ASK shall be entitled to take and retain possession of the same. If within seven days of such notice the Exhibitor shall not have paid all sums due and owing as aforesaid ASK may at any time thereafter sell the exhibits or any part of them and shall apply the proceeds of such sale in payment:

(i) of all costs of removal and storage of the exhibits;

(ii) of all costs of the sale, and

(iii) of all sums due to the aforesaid

and the balance (if any) of such proceeds shall be paid to the Exhibitor.

The exercise of such power of sale shall be without prejudice to ASK's right to sue for and recover any balance which may remain outstanding and due after such sale.

26 Public Performance

If Exhibitors propose to use audio and/or audio visual equipment to play sound or audio visual recordings and/or relay television transmissions, whether by means of TV, video, record, CDs, cassettes or other electronic means, or if Exhibitors propose to provide live performances, it is the Exhibitors responsibility to obtain all appropriate licences from (but not limited to) Kenya



Copyright Board of Kenya, Music Copyright Society of Kenya (MCSK), and Kenya Association of Music Producers (KAMP).

27 Privacy Policy

By signing the Contract to Exhibit the Exhibitor is consenting, under all relevant data protection legislation, to ASK communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for ASK'S internal purposes which will include accounts processing, internal analysis of Exhibitors, inviting Exhibitors to other events organised by ASK or its group, disclosure of information to Contractors who provide services in respect of the Exhibition (including but not limited to security, registration, cleaning and freight contractors, and electricians), disclosure to direct mailing contractors and disclosure or transfer of Exhibitor's personal data to members of ASK's.