

# NEHRU CENTRE EXHIBITION SPACE

(Rules governing the use Exhibition Space)

## HALL OF KNOWLEDGE / HALL OF VISION / HALL OF PROGRESS

(To be endorsed and submitted alongwith the application form)

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| Control and Management  | 1.     | The Chief Executive and Director (Finance & Administration) of the Nehru Centre shall generally act as the custodian of the Exhibition Space by Nehru Centre on behalf of executive committee.  |
|                         | 2.     | The Nehru Centre shall, from time to time prescribe rules and Regulations governing and general management, administration and maintenance in proper conditions, of the Exhibition Space, including the appointment and duties of employees connected with the Exhibition Space. These rules are subject to alterations at any time at the discretion of the Nehru Centre without prior notice. |
| Exhibition Organiser(s) | 3.     | The term Exhibition organiser(s) includes any government, individual company, firm, corporation or other organization which is allotted space for the purpose of exhibiting in the above mentioned exhibition halls.  |
| Use of Exhibition Space | 4. (a) | Nehru Centre Exhibition Space will be permitted to be used at discretion of the Nehru Centre for holding exhibitions. Exhibition Space will be permitted for the exhibition and promotion activities and not for the purpose of sales at the counter on the premises of the space.  |
| Allocation of Space     | 4. (b) | The Exhibition Organiser(s) shall apply in the prescribed form included herein and indicate its preference for allotment of exhibition space. The Nehru Centre shall not be bound by such preferences and shall be entitled to allot other alternative space instead. Once allotted except in unforeseen circumstances the space will not be changed.   |
| A Month's time needed   |        | The application for Exhibition Space shall ordinarily be made at least a month before the day on which the Exhibition Space is needed.  |
|                         | 4. (c) | Exhibition Organiser(s) shall not sublet any part of the space allocated to him/them for the purpose in the above mentioned exhibition to the other party without prior written approval of the Nehru Centre.   |
|                         | 4. (d) | Space allotted to an Exhibition Organiser(s) shall be used by him only for the purpose enumerated in his application and accepted by the Nehru Centre. In no case shall the Exhibition Organiser(s) be permitted to use space merely as an office or any portion thereof for cooking, washing and other purposes.   |
|                         | 4. (e) | No literature of the booking plans and the stall, tariffs etc. will be circulated/informed/published to the exhibitors/general public without obtaining written approval and confirming of the booking of the Exhibition Space on making stipulated payment.  |

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| Change in Confirmed Booking | 4. | (f) | Subject to availability request for change in date can be considered only if the request is made four months in advance. Transfer charges of Rs. 6000/- per unit per transfer will be levied.   |
| Cancellation and Forfeiture | 4. | (g) | After confirmation of the booking the amount paid shall automatically stands forfeited, if the booking is not required or if the payment schedule is not adhered to. Amount due on the date of intimation of cancellation shall also form part of the cancellation fees & will have to be paid by the organiser.  |
|                             | 5. | (a) | (i) Maintenance charges include only use of covered space, use of existing light and power points/installations in the hall and other general amenities such as toilets, drinking water, (through taps), lifts, etc. The Exhibition Organiser(s) will have to arrange at his own costs all other requirements such as display equipment, partitions, lighting fittings, etc. Security arrangements shall necessarily be finalised in consultation with Jt. Director (Maintenance & Security, Protocol) and the costs there of will have to be borne by Exhibition Organiser. Nehru Centre will not be held liable for any theft, damage or loss of any property of the Exhibition Organiser(s). All arrangements in respect of storage and display of items, security personnel etc. will have to be done by Exhibition Organiser(s) at their own cost. |
|                             | 5. | (a) | (ii) No fabrication or construction work in any medium will be allowed to be executed within or outside the halls. Only readymade/ prefabricated structures/components/items will be allowed for installation in permitted areas. The halls will not be allowed to be used as workshop space for production of exhibition/display requirements. Parties participating in the exhibition shall have to get their jobs executed and well finished at their own outside places and bring them in only for installation/display in permitted areas in the halls.  |
|                             | 5. | (b) | Exhibition Organiser(s) who are allotted space will have to keep interest-free deposit, with Nehru Centre, as General Security amount for the due fulfillment of the terms and conditions applicable for proper utilization of the hall premises and other installations/amenities a sum as indicateds in the schedule.   |

The deposit will be returned after close of the exhibition and after adjustment of all dues outstanding, against the Exhibition Organiser(s). The Exhibition Orgnaiser(s) in any event will have to make good all the damages to the hall premises and other properties and installation of Nehru Centre on account of improper use/handling. All the display equipment, exhibits, fittings, etc., will have to be freestanding and self supporting to avoid any damages to floors, walls and ceiling etc. of the DOI premises. Nailing, digging, etc., is strictly prohibited in any part of the building premises. The deposit will be refunded only after satisfactory clearance of site/space allotted to him and after adjusting amounts, if any, due from the Exhibition Organiser(s).

Deduction for Damages	5.	(c)	(i) From the amount deposited under Rules 5(b) above, such sums shall be deducted as are needed to cover the cost of damage, if any, done to the building, furniture, fittings, paintings, electrical and other apparatus, etc., during the use of the same by the organiser(s), and the balance, if any, shall be refunded to the organiser(s). The decision of the Exhibition Incharge of Nehru Centre in these matters shall be final and binding on the organiser/exhibitor(s).
Recoveries for Excessive Damages	5.	(c)	(ii) If the cost of damage done to the building etc., referred to in clause 5(b) and 5 (c) of this rule be more than the deposit amount, the differences as determined by the Nehru Centre shall be paid by the organiser(s).
No Claim Entertained on Cancellation of Permission	5.	(c)	(iii) The Nehru Centre shall have the authority at any time to cancel the permission already granted to any applicant without assigning any reason, in which case the applicant shall be refunded the amount already paid by him without interest thereon. In the event of the organiser having already commenced use of the Nehru Centre premises such amount after deducting form the charges for such use, etc. shall be refunded. The applicant shall not be entitled to claim any damage or compensation whatsoever by reason of such cancellation.
	6.	(a)	Electrical consumption charges will have to be paid by the organiser(s) on the basis of meter reading at the prevalent rate of the power supply authorities.
	6.	(b)	All the wiring and other electrical requirements including fittings, etc. will have to be arranged by the orgnaiser(s) at his own costs. All electrical installation, wiring fittings including those provided to stalls and exhibits must be done by licensed electrical contractor of PWD as per PWD regulations. The Nehru Centre will not be responsible for cancellation of licence in case some defects are noticed by the officials of PWD before or during the running period of the exhibition and will be subject to inspection and approval by the electrical engineer of Nehru Centre and the power supply authority. The power supply will only be given after receipt of the test report and completion of all other formalities.
Mode of Payment	7.		The payment after confirmation of the booking of the Exhibition Space will be made within seven days by Demand Draft/Banker's Cheque drawn on Mumbai branch of a Nationalised bank in favour of Nehru Centre, Mumbai. The payment of maintenance charges/ Deposit-I shall be as under.
		(i)	Amount equivalent to 25% of maintenance charges/ Deposit- I within 7 days on confirmation with respect to notice period of 181 days or more advance.
		(ii)	Amount equivalent to 50% of maintenance charges/ Deposit- I within 7 days on confirmation with respect to notice period of more than 91 days and less than 180 days.
		(iii)	Amount equivalent to 75% of maintenance charges/ Deposit- I within 7 days on confirmation with respect to notice period of 30 days or less.

- (iv) Organiser(s) who pay according to the clause (i) & (ii) above, have to make further payment equivalent to a total of 75% of maintenance charges/Deposit- I as given in clause (iii) to keep up with time schedule for payment.
- (v) Balance payment and General Security Deposit has to be made 5 working days (from 11.00 am to 3.00 pm) before taking possession of the hall.

Water Supply	8.	Water will be available at the existing points for normal use. Any special requirement will have to be arranged by the organiser(s) at his own costs with prior approval in writing of the maintenance engineer of Nehru Centre.
Telephone	9.	The organiser(s) will arrange his own temporary telephone connections at his own costs for the purpose of exhibitions.
Fire Prevention	10.	<p>The organiser(s) shall at his own expense provide and maintain fire-fighting outfits at his stalls as per safety regulations. He is requested to acquaint himself with the position of the nearest fire hydrants and telephones.</p> <p>All fire-fighting equipments and arrangements etc., will have to be approved and certified by the fire brigade authorities of Mumbai Municipal Corporation as may be applicable.</p>
Insurance	11.	The organiser(s) will make his own arrangements for the insurance cover for all types of risks for his own and third parties property and life. Nehru Centre does not accept any responsibility for any loss or damage to exhibits and life in whatsoever manner or any liability towards the organiser(s) or third parties.
Erection, Dismantling and Removal of Stands, Exhibits etc.	12.	<p>(a) Moving machinery/exhibits must be enclosed by continuous rigid expanded metal mesh and/or guard-rail of suitable height from the ground. Such machinery must be manned by responsible and competent technicians on duty to control any machinery in motion.</p> <p>(b) All stands, exhibits and temporary installations must be removed and the site restored to its original condition at the organiser's cost and responsibility.</p> <p>(c) Failure to clear the site within the stipulated period will render the organiser(s) liable to pay penalty at four times of daily proportionate maintenance charges. Notwithstanding this, Nehru Centre will have the discretion to remove such exhibition structures/stands/exhibits, etc., at the end of the stipulated period at the organiser(s) cost and risk.</p>
Prohibited and Unsuitable Exhibits	13.	(a) Nehru Centre can prohibit exhibition, distribution or sales of any article including printed literature which it considers unsuitable or objectionable and may confiscate the same. It can debar the exhibitor from selling / distributing or demonstration to the public if his conduct or that of his agent likely to cause offence to or is otherwise considered objectionable in any manner.

Banners, Hoardings etc.	13.	(b)	No hoarding/banner, etc. will be allowed on the DOI premises and the complex or on the roads in the vicinity unless their design, specification, installation and location is got approved by Nehru Centre. BMC's permission will also be obtained wherever necessary by the organiser at his own costs.
Exit Permit	14.	(a)	No material/exhibits will be allowed to be taken out of the exhibition hall without a <b>valid Exit permit</b> obtainable from the officer authorised by Nehru Centre. Organiser(s) should ensure that all dues to the Nehru Centre have been paid and a clearance certificate obtained from the authorised officer before any exhibit/material is allowed to be taken out.
	14.	(b)	Organiser(s) is advised to remove his exhibits immediately after the close of the exhibition to prevent loss or damage.
	14.	(c)	For removal of exhibits/material, organiser(s) is required to apply to the authorised officer alongwith a <b>list of exhibits/material in triplicate</b> , intended to be taken out, duly signed by the authorised representative of organiser(s) whose specimen signature should be deposited in advance with the concerned Officer of Nehru Centre.
Cleaning	15.		General Cleaning of the exhibition hall and around areas before exhibition will be carried out by Nehru Centre. Cleaning of the hall and individual stands both inside the covered space and in the covered space and in the open areas, during exhibition will be the responsibility of organiser(s).
Storage of Packing Cases	16.		No empty cases of packing material will be allowed to be kept in and around the halls. The organiser(s) is advised to take adequate insurance cover against fire/theft, damage of any other nature, etc.
Cinematographic Films	17.		Exhibition Organiser(s) who propose to show films, in their stands shall notify to Nehru Centre and must make arrangement to ensure that adequate fire and safety precautions are installed. Films intended for screening must be certified by the authority concerned in accordance with the Indian law. No entry fee shall be charged by the exhibitor specifically for such film shows.
Obtaining Various Licences for Holding the Exhibitions	18.		If the admission to the exhibition is by selling of tickets, then the licence for the same must be obtained from the Theatre Department, Office of the Police Commissioner. If any exemption from the entertainment tax is to be claimed, then the same will have to be obtained before the exhibition starts. If the Municipal Licence is necessary, then the same will have to be obtained. All these formalities will have to be completed before the starting of the exhibition and the copies of the relevant documents in token of having completed these formalities will have to be given to Nehru Centre for record.
Car Park	19.		Parking will not be permitted within the exhibition premises or on the road near it, except in car parks provided exclusively for exhibitors and visitors.
Flues and Exhaust Pipes	20.		Flues and exhaust pipes must be constructed of non-combustible material and protected so that they do not come in contact with

combustible objects. If necessary, exhaust pipes must be fitted with mufflers. Their installation must be got approved by the maintenance engineer of Nehru Centre.

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| Oral Agreements  | 21. | Oral agreements become valid only after they have been confirmed in writing by both parties.  |
| Infringement of Regulations  | 22. | In the event of any infringement of these regulations, Nehru Centre is entitled to close down the operation of the organiser(s) immediately.  |
| Liability of Organiser(s)  | 23. | Every organiser(s) holds the exhibition at his own risk. It is a condition that the organiser hereby agrees and indemnifies Nehru Centre against any legal proceedings which may arise from any non-settlement of payments and any injury or accident caused by articles exhibited by him, including his stand and its furnishings and fittings or by the organiser(s), his agents, representatives, contractors, employees or his participants. Neither the organiser(s) nor his agents, representatives, contractors, employees or his participants will have any claim against Nehru Centre, for damages, either for personal injury or damage to any exhibit arising from negligence or default of any person or from any other cause or for any loss sustained as a result of temporary non-availability of any of the services in the exhibition, due to reasons beyond the control of Nehru Centre. The organiser(s) hereby further agrees and indemnifies Nehru Centre from any liability whatsoever including that of any injury or harm to the visiting public arising out of the exhibition. Organiser(s) shall notify his agents, representatives, contractors, employees and his participants of these conditions. |
| Permits Liable to Cancellation for Objectionable or Irregular Uses | 24. | <p>If at any time after the grant of permission for the use of the Exhibition Space, the Nehru Centre considers that it has reason to believe that :-</p> <ul style="list-style-type: none"><li>(i) The Exhibition for which permission has been granted (a) is objectionable or (b) is transgressing or likely to transgress any of the Rules and Regulations relating to the use of Exhibition Space, or</li><li>(ii) The applicant has made false statement concerning the scope and object of the Exhibition.</li></ul> <p>The Nehru Centre shall be at liberty to cancel the permission to use the Exhibition Space without assigning any reason. In such an event, the advance and the deposit received from the applicant shall be refunded without interest. The opinion of Nehru Centre shall not be questioned and shall be final and binding and the applicant shall not be entitled to claim any damage or compensation whatsoever by reason of such cancellation.</p>  |
| Validity Reservations Receipts                                     | 26. | All reservations as also all receipts for all payment of charges and or dues, only when signed by the person authorised by the Nehru Centre to act on its behalf shall become valid.  |
| The Nehru Centre not Responsible if the Exhibition Allowed for Use | 27. | The use of the Exhibition Space shall be available in order of reservations made in advance, but for any reason, if it is not possible to allow the use thereof, Nehru Centre shall not be held responsible in any respect, and space not in this event, the  |

amount standing to the credit of the party shall be refunded but the applicant not claim any damage or compensation on that account.

Use Limited to Specified Areas Only	28.	The permission to use the Exhibition Space is strictly limited to the area notified and does not include access to any other part or floors/space of the building.
Nehru Centre Not Responsible for Failure of Services	29.	The Exhibition Space is equipped with electric supply and water facility, lifts, etc., while every effort shall be made to maintain the services in order, the Nehru Centre shall not be responsible for any failure or breakdown or curtailment thereof or any damage/loss caused to the organiser(s) thereof.
Orderly Conduct of Programme Binding on Applicant	30.	All programmes, and activities of the exhibition conducted by the applicant shall be orderly and entirely lawful and strictly within the scope of the objects for which the use of the Exhibition Space is applied for and permitted. The applicant shall undertake all responsibility and the Management of the Nehru Centre shall in no way, be held responsible in this matter.
Smoking and Other Nuisance Forbidden	31.	Spitting, smoking, committing nuisance of any kind or otherwise making any portion of the Exhibition Space of furniture, walls etc., dirty in any way is strictly prohibited and the applicant shall be responsible for the observance of these rules.
Catering Subject to Nehru Centre's Permission	32.	No catering by any outsiders shall be permitted in the premises of the Exhibition Space. Catering facilities shall, however, be obtained through the authorised caterers of the Nehru Centre. The applicant will not be permitted to have his catering in the premises of the Exhibition Space.
Catering Inside Forbidden	33.	No eatables or drinks of any kind shall be taken inside the hall, or passages.
No Music or Loudspeaker at or Outside Entrance	34.	No music of any kind shall be played at the entrance no shall loudspeaker be installed outside the entrance of the Exhibition Space.
Badges for Attendants	35.	The applicant shall provide proper badges (signs) to the attendant/ staff and other who are required to work at the Exhibition Space.
Authority to Enter Exhibition Space	36.	The Custodian, Manager, Officers and Staff of the Exhibition Space and of the Nehru Centre connected with the Exhibition Space Department shall have full authority to enter any part of the Exhibition Space during the use of the same by the applicant.
Responsibility of Applicant for all Legal Obligations and Taxes	37.	<p>The applicant shall be solely responsible for:-</p> <ul style="list-style-type: none"><li>(i) Proper use and any damage done to the property of Nehru Centre while in his use.</li><li>(ii) Observance of Police and Municipal Rules and Regulations in force for use space beyond the stipulated hours fixed by the Government and Municipal Authorities and obtaining Ticket selling and Entertainment licences from the Police Commissioner.</li><li>(iii) Payment of all Taxes/Cesses/duties.</li></ul>

- (iv) Xerox copies of the documents as may be relevant will have to be furnished well in advance before the performance/ programme, to the Dy. Director(Civil/ Exhibitions) of Nehru Centre.
- (v) Performance licence obtained from Assistant Commissioner of Police, Worli Division, Mumbai.
- (vi) Payment of Entertainment Tax to the Collector of Mumbai wherever applicable.

Traffic Bandobust	38.	Police Bandobust is compulsory for controlling vehicular traffic or crowds on the days of the exhibition and will be made by Exhibition Space authorities, but the party booking the Exhibition Space will have to deposit the necessary amount as will be decided by the Nehru Centre. The bill and receipt for the same shall be handed over to the party one month after the exhibition.
Services of Ushers	39.	The services of the Ushers may be provided by the Nehru Centre On request and party booking the Exhibition Space will have to pay the necessary charge as decided by the Nehru Centre for the services rendered.
Indemnifying Nehru Centre	40.	<p>Every applicant holds his exhibitions at his own risk. The applicant hereby agrees to indemnify Nehru Centre and keep them indemnified against any legal proceeding or costs, charges, expenses and/ or damages that may be suffered incurred or borne or which may arise from any non-settlement of payment and any injury or accident caused to property used by him or by his agents, representatives, contractors, employees or his participants. Neither the applicant nor his agents, representatives, contractors, employees or his participants will have any claim against Nehru Centre for damages, either for personal injury or damage to any of his property arising from negligence or default of any person or from any other cause or for any loss, sustained as a result of temporary non availability of any of the services.</p> <p>The applicant shall effectively indemnify Nehru Centre form any liability whatsoever including that of any injury or harm to the visiting public arising out of the exhibition held at the hall. The applicant shall notify his agents, representatives, contractors, employees and his participants of these conditions. It is hereby agreed and understood that no right, title or interest is intended to be created nor shall it be deemed to have been created in respect of payment of maintenance charges shall be strictly in respect of the use of the hall area for specified period. Further that the user shall not be authorised to let/sublet/assign whole or part of the hall area to any other person/persons.</p>
Interpretation	41.	The decision of the Chief Executive/Direct (Finance & Administration) of Nehru Centre as regards interpretation/ relaxation of the Rules and Regulations shall be final and binding on the organiser(s).
Arbitration	42.	If any dispute or difference arises between the parties, the same shall be settled by Arbitration in Mumbai.

Jurisdiction

43.

Courts at Mumbai only shall have jurisdiction over all disputes arising between Nehru Centre and organiser(s).

**SIGNATURE OF THE APPLICAT:**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

**Office Seal**

**SIGNATURE AND THE NAME AND ADDRESS OF THE WITNESS :**

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(Sign & submit along with application)