

Dentistry 2009

10th-12th November 2009

Abu Dhabi National Exhibition Centre, Abu Dhabi, UAE



Tel: +9714 - 3365 161
Fax: +9714 - 3364 021

Company Name: _____

Contact Name: _____

Position: _____

Address: _____

City: _____

Postal Code: _____

E Mail: _____

Country: _____

Telephone: _____

Fax: _____

Mobile: _____

SPACE RESERVATION FORM & BOOKING CONTRACT

STAND DETAILS AND PRICES IN US DOLLARS (\$)

Please tick the appropriate boxes

Size m Cost

<input type="checkbox"/> INDOOR SPACE ONLY (minimum Size 21 meters square) Includes: space, pavilion security.	\$425 per m ² x		
❖ PLEASE NOTE DOUBLE STORY STANDS ARE SUBJECT TO A 50% SURCHARGE FOR THE EXTRA SPACE ON 2ND FLOOR.			
<input type="checkbox"/> SHELL SCHEME (minimum size 9 meters square) Includes: rear & sidewalls, fascia, hall security and lighting.	\$475 per m ² x		
<input type="checkbox"/> BASIC CATALOGUE AND WEBSITE ENTRY You are entitled to a standard quarter-page black and white entry with company description limited to 50 words and your company name and stand number will appear on the website exhibitor list.			FOC
<input type="checkbox"/> ENHANCED COLOUR CATALOGUE AND WEBSITE ENTRY By enhancing your entry you will receive a full-colour half-page entry with your company logo highlighted. In addition to this you will receive a 100-word company description. This will also feature on the website with a direct link to your website.			\$500
<input checked="" type="checkbox"/> COMPULSORY INSURANCE Includes Exhibition public liability property, expenses. Full details in Exhibition Manual. (If company has proof of alternative insurance cover; this charge will be waived.) PLEASE FORWARD TO US PROOF OF YOUR PUBLIC LIABILITY COVER MINIMUM \$1,000,000			\$185
EXHIBITION CATALOGUE ADVERT			
<input type="checkbox"/> Premium Position \$1,500	<input type="checkbox"/> 1 A4 Page \$1,000	TOTAL COST(\$)	

PAYMENT SCHEDULE & PROCEDURE

1. **50%** payment within 30 days of stand reservation. Return of contract confirms your attendance. Receipt of payment confirms your stand location. Failure to payment within 30 days means your stand position may be reallocated
2. **50%** of final payment to be made 4 months prior to the opening day of the exhibition.
3. **Cheques/Drafts** should be made payable to "IIR Holdings Ltd – Exhibitions" and sent via courier to: IIR Exhibitions, PO Box 28943, 320 Sultan Business Centre, Oud Metha Road, Dubai, UAE. Payments by **Bank Transfer** can be made as detailed below: - Beneficiary: IIR Holdings – Exhibitions, Account No: 021-005699-102, HSBC Bank M.E Swift: PO Box 66, Dubai, UAE

We hereby confirm our participation at the above mentioned exhibition and we confirm our acceptance of the Rules and Regulations printed overleaf which form part of this contract. The execution of this Application and its receipt by IIR Holdings is deemed conclusive evidence of the Applicants agreement to pay the full fees due from that moment. The application is non-cancelable by the Applicant. Applicant further acknowledges that IIR Holdings, having incurred expenses as a result of the contract/application, is not required to refund any of the fees and that IIR Holdings is also entitled to any unpaid amounts that may be owing by the Applicant to IIR Holdings.

Signature of Principal Director: _____	Date: _____	Apply company stamp here:
Print name of Principal Director: _____		

FAX TO: 009714 – 3364021

For office use only:	Invoice No. _____	Stand No. _____	<input type="checkbox"/> Office	<input type="checkbox"/> Agent	<input type="checkbox"/> Group
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IIR EXHIBITIONS: SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

Definitions

In these Conditions, the following terms have the following meanings:

- 1.1 "Advertisement" means the advertisement set out in the Application Form;
- 1.2 "Agreement" means these Conditions and the Application Form;
- 1.3 "Application Form" means the application form to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as IIR shall choose in its absolute discretion to accept;
- 1.4 "Catalogue Entry": means the entry in the Exhibition catalogue and/or website entry set out in the Application Form;
- 1.5 "Client" means the person, firm, company or entity set out in the Application Form;
- 1.6 "Conditions" means these terms and conditions;
- 1.7 "Exhibition" means the exhibition run by IIR as set out in the Application Form;
- 1.8 "Fees" means the fees payable by the Client for the Package as set out in the Application Form;
- 1.9 "Intellectual Property Rights" means trade marks, service marks, logos, get-up, trade names, rights in design, patents, copyrights and moral rights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.10 "IIR" means IIR Holdings Limited trading as IIR Exhibitions;
- 1.11 "IIR's Group" means any entity controlling or controlled by or under common control with IIR;
- 1.12 "Manual" means the manual provided to the Client by IIR in respect of the Package as updated by IIR from time to time;
- 1.13 "Owners" means the owners and/or management of the Venue;
- 1.14 "Package" means the exhibition and/or sponsorship package in relation to the Exhibition as set out in the Application Form;
- 1.15 "Space" means the exhibition space allocated to the Client by IIR as set out in the Application Form;
- 1.16 "Sponsorship" means the sponsorship element of the Package set out on the Application Form including (without limitation) the Advertisement and the Catalogue Entry; and
- 1.17 "Venue" means the Exhibition venue set out in the Application Form.

2. Application For Package

- 2.1 Applications for the Package must be made on the Application Form provided to the Client by IIR. IIR may at its sole discretion choose to accept applications by other means but, in any event, these Conditions shall apply. The application for the Package is irrevocable by the Client.
- 2.2 IIR reserves the right to reject any Application Form from any potential Client. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by IIR to the Client (whether or not it is received).

3. Price and Payment

The Client shall pay the Fees in accordance with the payment terms stated in the Application Form. All Fees are non-refundable. Without prejudice to any other right or remedy that it may have, if the Client fails to pay any Fees on the due date for payment, IIR shall be entitled to: (i) charge interest at the rate of 2% above the base lending rate of HSBC Bank plc in Dubai accruing on a daily basis until the date of actual payment; and (ii) refuse entry for the Client and its representatives to the Exhibition and/or refuse to provide any element of the Package and terminate this Agreement upon which the provisions of Condition 13.2 shall apply.

4. Client's General Obligations

- 4.1 The Client shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by IIR or the Owners (including, without limitation, in relation to health and safety or security requirements).
- 4.2 The Client undertakes to comply with the provisions of the Manual at all times. In the event of any inconsistencies between the Manual and these Conditions, these Conditions shall prevail.
- 4.3 The Client warrants that it has the right, title and authority (including, without limitation that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Client has the requisite authority to do so.
- 4.4 The Client, its employees, agents, subcontractors and all other persons whom IIR may reasonably consider the Client responsible for, must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, IIR or any visitors/delegates to the Exhibition.
- 4.5 The Client shall take out and maintain at all times the compulsory insurance in accordance with the terms of the Application Form and the Manual and additional public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than \$1,000,000. IIR shall be entitled to inspect the Client's insurance policy on request.
- 4.6 The Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If the Client cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain payable in full.
- 4.7 The Client consents to its details (including its name, logo or any other material or information supplied to IIR by the Client) being published in the Exhibition catalogue, show guide and on other promotional materials published by IIR (including, without limitation, the Exhibition website). While IIR shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.
- 4.8 The Client shall not (and shall procure that its directors, officers, employees or sub-contractors shall not) do or permit anything to be done that which might adversely affect the reputation or brand of IIR, the Owners or the Exhibition or make any statement that is defamatory, disparaging or derogatory to IIR, the Owners or the Exhibition.
- 4.9 The Client shall not (and shall procure that its directors, officers, employees, agents, or sub-contractors shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Client.
- 4.10 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to filming and sound recording and photography of the Exhibition which may include the Client's representatives and employees and the Client consents to the use by IIR of any such recording or photography anywhere in the world for promotional, marketing and other purposes.

5. Specific Terms relating to Exhibition Space and Stand

- 5.1 IIR reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification for the Client's stand as in their absolute opinion they consider to be in the best interest of the Exhibition including (without limitation) altering the size, shape or position of the Space. If the Space is reduced, the Client will receive a pro rata refund of the Fees payable in respect of the Space.
- 5.2 IIR permits the Client, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Exhibition. Such use shall not constitute a tenancy or lease of the Space and the Client acknowledges that it shall have no other rights to or interest in the Space. The Client is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Exhibition Venue without the prior consent of IIR.
- 5.3 The Client shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Exhibition opening times failing which IIR reserves the right without liability to arrange for this to be done at the Client's expense.
- 5.4 The Client undertakes to occupy the Space in time for the opening of the Exhibition and not to close its stand prior to the end of the Exhibition. In the event that the Client fails to do so, IIR shall be entitled to terminate the Agreement and the provisions of Condition 12.2 shall apply.
- 5.5 The Client shall not permit the display of any materials or information that do not exclusively relate to the Client's commercial activities. IIR reserves the right to remove from the stand or the Venue at the risk and expense of the Client any exhibit or other item which IIR considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of IIR or of the Owners, infringes the Intellectual Property Rights of a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with these Conditions.
- 5.6 IIR will be responsible for setting up a shell scheme for the Client's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Application Form. The Client is solely responsible for all aspects of dressing and branding the Space including the stand.
- 5.7 Unless the provisions of Condition 5.6 apply, the Client is solely responsible for all aspect of the set up of the Space, including shell scheme and stand construction, branding and dressing.
- 5.8 The Client may not sub-let the Space without the express prior written consent of IIR. If and to the extent that the Client is permitted to sublet the Space, the Client shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet.
- 5.9 If the Client is in breach of the Agreement (or the terms of the Manual) or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition, exhibitors and visitors, IIR reserves the right to close the Client's stand and remove the Client's representatives from the Exhibition without liability to the Client.

6. Specific terms relating to Sponsorship, Catalogue Entries and Advertisements

- 6.1 The Client shall provide IIR with all material and information including, without limitation, logos, artwork and advertising material ("Material") which IIR requires for the Sponsorship within deadlines specified by IIR and shall comply with IIR's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadline and to the specifications required by IIR, IIR reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.
- 6.2 The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.
- 6.3 The Client warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 6.4 While IIR will take all reasonable care in relation to the production of material and information incorporating the Material, IIR shall not in any event be responsible to the Client for any omissions, misquotations or other errors which may occur.
- 6.5 All Materials are subject to approval and acceptance by IIR. IIR reserves the right to in its absolute discretion to reject any Material at any time after receipt. IIR will use its reasonable endeavours to provide the Sponsorship the size, position and manner as specified in the Application Form. However, IIR shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation to the size, position, section or issue of or date of publication) are made by IIR. Inadvertent failure to publish an Advertisement shall entitle the Client to have the Advertisement published in a later issue but no refunds will be given.
- 6.6 The Client hereby grants to IIR a non-exclusive, royalty free licence to use the Material in connection with the Exhibition and the Sponsorship. The Client further acknowledges that IIR may continue to use the Material or other information provided by the Client after the Exhibition in connection with materials or information created or relating to the Exhibition. The Client also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where this Agreement is terminated, IIR may at its discretion continue to use the name, logo or any other Material or information provided by the Client after termination of this Agreement, where the time and cost does not allow IIR to remove, delete or cover over such name, logo or other material or information.

- 6.7 If the Client is in breach of the Agreement (or the terms of the Manual) IIR reserves the right to refuse to use any Material in relation to Exhibition or may remove or delete such Material without liability to the Client.
- 8. Visitor/Delegates Passes and Client Personnel Passes**
- 8.1 Where visitor/delegate passes are issued as part of the Package, they are issued subject to IIR's terms and conditions in force at the date of issue. Only official passes issued by IIR shall be valid for entry to the Exhibition.
- 8.2 The Client will be supplied with passes for its personnel and subcontractors which must be produced on request. IIR may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.
- 9. Limitation of Rights Granted**
- The Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. The Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or IIR or undertake any promotional activity in connection with Exhibition or IIR in any way otherwise than as set out in the Package or with the prior written consent of IIR. Nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit IIR's or IIR's Group's Intellectual Property Rights; or (ii) otherwise exploit any connection with IIR or any event run by IIR in any way.
- 10. Changes to the Exhibition**
- IIR reserves the right at any time and for any reason (whether or not due to events beyond its reasonable control) to change the format, content, venue and timing of the Exhibition (and any installation and dismantling periods) without liability. If any changes are made to the Exhibition under this Condition 10, the Agreement will continue to be binding on both parties provided that the Package shall be deemed to be amended as IIR determines necessary in its absolute discretion for the successful staging of the Exhibition.
- 11. Cancellation and Postponement of Exhibition**
- 11.1 IIR reserves the right to postpone or cancel the Exhibition at any time for any reason (including, without limitation if a Force Majeure Event occurs which IIR in its absolute discretion determines makes it impossible, inadvisable or impracticable for the Exhibition to be held). **"Force Majeure Event"** means any event arising that is beyond the reasonable control of IIR (including but not limited to speaker or participant cancellation or withdrawal, contractor or supplier failure, venue damage, industrial dispute affecting any third party, governmental regulations or action, military action, fire, flood, disaster, civil riot or war).
- 11.2 In the event that the Exhibition is postponed or where the Exhibition is cancelled for the current year but is reasonably expected to be held in the following year, the Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the postponed Exhibition (or the Exhibition in the following year as the case may be) in the same way that they would have applied to the original Exhibition.
- 11.3 Where the Exhibition is cancelled (other than pursuant to the provisions of Condition 11.2) IIR may terminate the Agreement.
- 11.4 To the fullest extent permitted by law, IIR shall not be liable to the Exhibitor for any loss, delay or damage resulting from or arising in connection with the cancellation or postponement of the Exhibition howsoever arising. For the avoidance of doubt, nothing in this condition 11 shall excuse the Client from the payment of the Fees under the Agreement.
- 12. No right of Cancellation by the Client**
- The applicable for the Package is irrevocable by the Client and, once confirmed, the Client may not cancel the Agreement. No refunds will be given and the Fees shall remain due and payable in full save as expressly stated in these terms and conditions.
- 13. Termination**
- 13.1 IIR may terminate the Agreement immediately at any time by written notice to the Client: (i) if the Client has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) the Client goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 13.2 Without prejudice to any other right or remedy it may have, in the event that IIR terminates this Agreement under the provisions of Condition 13.1 IIR shall not be required to refund any Fees received from the Client and IIR shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. IIR shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.
- 13.3 IIR may terminate the Agreement without liability immediately at any time by written notice to the Client if IIR determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Exhibition or IIR's legitimate commercial interests. In the event that IIR terminates the Agreement pursuant to this condition 13.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the event of termination by IIR under this condition and all other liability of IIR is hereby expressly excluded.
- 13.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, IIR may cover over any Client sponsorship or advertising Materials, close the exhibition stand, terminate the provision of any utilities to the exhibition stand, prohibit access of the Client or its employees or agents to the Exhibition, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client's address and at the Client's risk and expense and IIR shall be free to re-licence the Space or resell the either the exhibition or the sponsorship elements of the Package as it shall think fit.
- 13.5 Conditions 6.5, 9, 11, 14, 15 and 16 shall survive termination of the Agreement.
- 14. Liability and Indemnity**
- 14.1 IIR does not make any warranty as to the Exhibition in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of attending or sponsoring the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, IIR excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 14.2 IIR shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Exhibition or the Package, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not IIR sub-contractors) and services provided by the Venue owners. The Client acknowledges that services provided by IIR official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although IIR shall use reasonable care in selecting official or recommended contractors, IIR shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 14.3 Subject to the provisions of condition 14.6: (i) IIR shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Client including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) IIR shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its employees or representatives; and (iii) IIR's maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees.
- 14.4 The Client shall indemnify IIR and keep IIR fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client, its employees, agents, sub-contractors or invitees.
- 14.5 The Client shall indemnify IIR and keep IIR fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by IIR as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Exhibition; or (ii) IIR's receipt or use of the Materials (as defined in Condition 6.1) constitutes an infringement of the Intellectual Property Rights of any third party.
- 14.6 Nothing in these Conditions shall exclude or limit liability which cannot be excluded by law.
- 15. Confidential Information**
- For the purposes of this Condition 15 **"Confidential Information"** means information disclosed by a party (the **"Disclosing Party"**) to another (the **"Receiving Party"**) relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Exhibition shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.
- 16. General**
- 16.1 IIR reserves the right, at any time, to make any changes to the Conditions or impose any additional regulations which it deems necessary in the best interests of the Exhibition, or which are required to conform with any applicable legal requirement, legislation or as a result of the act or omission of any third party.
- 16.2 IIR reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- 16.3 From time to time, IIR and the Owner, their employees, representatives, agents or sub-contractors may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, IIR (including its employees, representatives, agents or sub-contractors) shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Client, its servants, agents and employees by reason of any act or omission relating to the Works.
- 16.4 Without prejudice to condition 11, if, by reason of any Force Majeure Event (as defined in condition 10.1) IIR is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in clause 16.4 shall excuse the Client from the payment of the Fees under the Agreement.
- 16.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.
- 16.6 The Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and such Federal Laws of the UAE as shall be applicable in the Emirate of Dubai. All disputes which may arise between the parties shall, if they cannot be amicably settled, be settled by arbitration pursuant to the Arbitration Rules of the Dubai International Arbitration Centre before one (1) arbitrator appointed in compliance with such rules. The arbitration shall take place in the Emirate of Dubai, UAE, the arbitration proceedings and words shall be conducted and

documented in the English Language and the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including the allocation of such costs and expenses between the parties and the award of the arbitrator shall be final and binding on the parties.

- 16.7 If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail.
- 16.8 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Course(s) and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the.
- 16.9 No rights under the Agreement may be assigned by the Client without the prior written consent of IIR. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of IIR
- 16.10 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 16.11 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 16.12 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.