



# REGULATIONS

## NAME - AIM - DURATION

**Art. 1)** ANEA (Neapolitan Agency for Energy and the Environment) is organising a specialist International Fair called "EnergyMed – Renewable Sources and Energy Efficiency in the Mediterranean".

**Art. 2)** The event will be held from 22<sup>nd</sup> to 24<sup>th</sup> March 2012. Any variation will be made known by ANEA at least 60 days before opening. If necessary for technical or organisational reasons, ANEA reserves the indisputable right to change the place, the exhibition areas, the duration and the opening times without reimbursement or compensation.

## PARTICIPATION

**Art. 3)** The following are eligible to take part in the event: a) Italian and foreign manufacturers; b) importers and/or representatives/ licence-holders of Italian and foreign manufacturers with exclusive rights in Italy, on condition that these manufacturers are not already taking part directly; c) Public Administrations, Authorities, Associations, Consortia, Companies and Organisations in general, if known to promote, support or generate activity connected directly or indirectly to production and supply/sale in the specialist sectors dealt with by the fair.

**Art. 4)** Anyone eligible in the categories listed in Art. 3 and wishing to take part in the fair must complete the appropriate application form which must be signed by the applicant in the case of an individually-owned business, by the legal representative or specially-designated representative in all other cases. This application form must be completed in all its parts and enclosures and must list clearly and fully the products to be displayed and accept all the conditions laid out in these regulations, especially those highlighted.

**Art. 5)** The application, made on the specified form, must reach ANEA at least 60 days before the opening date of the Fair. Late applications, if accepted, may incur a 10% increase on the charges laid out in Art. 13. The application, once made, is irrevocable and binding for the applicant and/or the person or business represented who – together with all representatives, assistants, consultants, or employees – must fully respect all laws, these regulations and also any additional rules subsequently issued by ANEA, as laid out in Art. 44 of these regulations.

**Art. 6)** i) ANEA will allocate exhibition areas; furthermore ANEA reserves full discretionary power over whether or not to accept applications. Their decision is final and irrevocable and will be communicated to the applicant at least 60 days before the fair opens, unless serious reasons dictate otherwise. Acceptance of an application will be communicated to the exhibitor when payment of the deposit and the requested documentation have been received. This notification, however, will be fully valid only when all the monies owed by the exhibitor have been paid. No-one who has arrears with ANEA may take part; ii) When an application is not accepted, or is rejected, ANEA need not explain the reasons to the applicant, or reimburse or compensate him/her. The only exception is the reimbursement of the sum described in point 8 below. The sum specified will be reimbursed, without interest, when rejection is notified.

## CHARGES/PAYMENT

**Art. 7)** Participants in the fair must pay, according to the rates indicated on the forms, a) a registration fee; b) rental of the exhibition space allocated; c) charges for services and special facilities available at the fair which he/she intends to make use of; d) any other charge laid out in these regulations or in additional rules. Anyone representing more than one company must pay the registration fee for each company represented as specified in the "application form"

**Art. 8)** The application form must be accompanied by payment – by the method and within the time frame specified on the application form – of 30% of the total fee including V.A.T. and any other taxes. Payment of the total cost of the area reserved, less the down payment made with the application, must match the invoice which will be available to exhibitors before the start of the event. This payment must be made within fifty days of the start of the event. If payment is not made the participant loses his/her right to take part, and must pay twice the amount as a penalty and also compensate any further loss incurred.

## WITHDRAWAL

**Art. 9)** Anyone who withdraws from the fair after applying and before receiving confirmation of participation (see Art. 6 above) must inform ANEA in writing at least fifty days before the starting date of the event, describing and documenting the reasons for withdrawal. Failure to take part does not entitle anyone to reimbursement of the sum described in Art. 8 and does not justify non-payment of any outstanding sum as described in the second paragraph of Art. 8. If ANEA, who has the sole indisputable power to judge, should decide that the withdrawal, duly announced and documented in time, is due to circumstances beyond the exhibitor's control, he/she is entitled not to pay the total amount; or, if this money has already been paid, is entitled to reimbursement without interest. In any case, if the non-participation should be communicated not in writing or not in time, the person who withdraws must not only pay the whole amount (see Art. 8) but is also liable for twice the amount as a penalty and must further compensate any greater loss incurred.

**Art. 10)** Exhibition areas which, without a valid reason, a) are not appropriately set up and do not have a sign and/or do not contain only exhibits, but are still littered with packing and other materials not intended to be on display at the time set for the opening of the

fair, or b) are left unattended or obviously neglected during the fair, may be considered by ANEA, who reserves the sole, indisputable power to judge, to have been abandoned. In this case, apart from paying the entire fee (see Art. 8), the participant is required to pay as a penalty a sum which is to be decided by ANEA, but can be no more than double the original amount, and furthermore to compensate any greater loss which may have been incurred.

**Art. 11)** In the case of non-payment, withdrawal or abandonment, regardless of Art. 8, 9 and 10, ANEA reserves the right to dispose freely of the exhibition areas concerned.

## ALLOCATION AND PERMISSION TO OCCUPY STANDS

**Art. 12)** ANEA has the sole, indisputable right to allocate stands but will, wherever possible, take into account any preferences expressed in applications. The allocation of a stand will be communicated by ANEA. When an exhibitor applies to take part in the fair he/she is obliged to use only the area allocated.

**Art. 13)** Participation in the fair is dependent on full payment of rental, charges for extra services, V.A.T. and any other taxes due on the total amount. Rental for the stands is shown on the "application form"; for those additional services not included on this form, information is available on "service charges" which can be consulted on the website [www.energymed.it](http://www.energymed.it) and which is to be considered an integral part of these regulations.

**Art. 14)** Only in exceptional circumstances does ANEA reserve the right to alter or reduce an area already allocated or to replace it with another, which may be in a different zone or block. In any of these circumstances the exhibitor is entitled to a corresponding discount on the amount payable.

## SETTING UP, MAINTENANCE AND FUNCTIONING OF THE STANDS

**Art. 15)** The project for the stand must be submitted for approval to ANEA by the deadline to be indicated. However, the following general guidelines hold: Maximum height of the stand, including the base, must be no greater than 3 metres. Any variation in height must be approved in writing, after examination of the project by ANEA; The free sides of the stand must be closed in such a way as not to spoil the look of the fair or interfere with adjoining stands (by impeding visibility or blocking access corridors etc.). ANEA is to be the indisputable judge of this. The stands must be set up and signs affixed according to instructions given by ANEA and authorised in writing by ANEA, to whom projects must be submitted at least sixty days before the opening date of the Fair. The stands must be set up within the times agreed with Mostra d'Oltremare S.p.A. and communicated to exhibitors by ANEA in good time. ANEA reserves the right to adopt compulsory uniform backdrops, partitions and signs for certain stands or groups of stands; in this case the materials are available for the duration of the Fair at a cost. The charge for signs will be set by ANEA. ANEA will duly inform exhibitors of delivery dates for the stands. In all cases participants must occupy, manage and maintain their stands in such a way as not to spoil the look of neighbouring stands, not to damage other participants and to respect the limits set by ANEA. Any signs or other device not in keeping with the above regulations, must be removed, on ANEA's instructions, by and at the expense of the participant. If he/she should fail to remove the offending object when and as instructed, ANEA may proceed automatically at the expense of, risk to, and on behalf of, the participant.

**Art. 16)** Exhibitors are responsible for returning the stands in the condition in which they were delivered. Any expense or cost incurred during their use is to be borne by the exhibitor, who must also ensure that the rules on the use of structures and technical installations are obeyed.

**Art. 17)** The setting-up of the stand, transport, organization of materials within the stand and product display is authorized with an entry pass issued by the office responsible. Participants are particularly requested to respect the individual weight limit fixed by the host structure. ANEA issues no receipts nor takes any responsibility at all for materials or samples left on the premises of the Fair.

**Art. 18)** For the whole duration of the fair and in the space allocated, participants must display only those products listed on the "anagraphic form". After the opening of the fair, in exceptional circumstances, written permission can be obtained from ANEA to add further samples to the display at times to be decided by ANEA in each individual case. The conditions laid out in Art. 10 remain valid in these cases.

**Art. 19)** ANEA will take full responsibility for cleaning, which will be carried out as and when specified and for which the exhibitor will incur no extra charge.

**Art. 20)** Those in charge of the stands must behave professionally. In particular they must treat everyone with courtesy at all times. If this is not the case ANEA has the sole, indisputable power to forbid them further entry to the fair, or to adopt the sanctions laid out in point 40. Furthermore exhibitors take responsibility for ensuring that all those who work for him/her observe the health and safety regulations in the workplace, in particular Italian Law D.L.626 of 19/9/94 and subsequent modifications and additions. Each exhibitor is therefore responsible for observation of these regulations and leaves no responsibility to ANEA either for any accident which may befall anyone working for him/her, or for any sanctions which may be applied by the authorities. ANEA stresses in particular that exhibitors should plan carefully the installation and dismantling of their equipment at the stand so that their staff (or that of the companies hired by them) observe the laws on prevention and adopt all those measures necessary to avoid falls or other accidents involving the temporary structures. They must also

make sure that extreme care is taken to avoid falls and harm when goods are moved. Particularly during the above-mentioned phases, exhibitors are obliged to check that there are no obstacles which might block access to corridors leading to emergency exits. Each exhibitor is also obliged to name on the appropriate form the person responsible for safety during all activities carried out at the stand, as laid out in Law n°. 626.

## TRANSPORT CUSTOMS CARE OF EMPTY PACKAGING

**Art. 21)** Exhibitors may bring goods in no later than the deadline fixed by ANEA and communicated in good time. Removal of empty packaging from the event premises without written permission from ANEA is strictly forbidden. ANEA will provide exhibitors with an "empty packaging care service": each exhibitor will hand over to ANEA empty packaging, carefully labelled with the name of the company to whom it belongs; ANEA will take care of the packaging until the fair closes and charge the minimum storage rate which will be calculated according to volume. ANEA will also provide equipment for lifting and transport within the event premises. Further information and charges are shown on ANEA's price list.

## UTILITIES

**Art. 22)** The event premises are equipped with water, electricity and telephone lines. In order to use these utilities, assuming availability, the participant must apply to ANEA at least fifty days before the opening date of the fair. This application is binding for the participant. Charges are laid out in the "accessories and services price list" (available on the website [www.energymed.it](http://www.energymed.it)). ANEA is in no way responsible for, and does not guarantee, supply of these utilities. If the stand allocated should not be equipped for use of these utilities, ANEA will provide the stand with the necessary fittings at the request and expense of the participant, where technically possible and subject to the approval of the fair authorities.

**Art. 23)** Installation of particular fittings for individual stands – for water, electricity, telephones or other – can, if technically feasible, be carried out, at the expense exclusively of the participant, by firms recommended by ANEA.

**Art. 24)** Charges for the utilities described in Art. 22 and 23 above are listed in the "service charges" available on the website [www.energymed.it](http://www.energymed.it). The exhibitor must pay for use of the above-described utilities as instructed by ANEA when the fair closes and in any case before his/her material is removed from the premises.

**Art. 25)** Any wrongful use of the utilities described in Art. 22 and 23, or flouting of the rules explained therein, or of those which ANEA reserves the right to issue, authorises ANEA to cut off the supply. In this case the exhibitor is still liable for the full payment agreed and is also liable to pay compensation for any harm to persons or damage to goods, for which ANEA is not in any way responsible.

## ADVERTISING

**Art. 26)** The participant, may, solely at the stand allocated to him, advertise only his/her own firm or products, after paying any advertising tax legally due and dealing with the necessary paperwork. Any other form of publicity or advertising – either in ANEA publications or on the event premises – may be authorised case by case in writing, and charged for by ANEA who will decide the fee. In any case the participant may not adopt forms of advertising which breach current laws and regulations, or which may offend or disturb other participants or visitors in any way whatsoever. ANEA reserves the right to remove, suspend, modify or move elsewhere advertisements displayed by participants for technical or management reasons.

**Art. 27)** No-one may utilise the logo of the event or of any other subsidiary events without first obtaining the written authorisation of ANEA and of the Mostra d'Oltremare S.p.A.

**Art. 28)** The participant takes responsibility for using all own means to promote the event (e.g. newsletter, mailing list, etc.)

## OFFICIAL CATALOGUE

**Art. 29)** Without taking any responsibility, ANEA will organise the printing and distribution of the official catalogue, which contains essential information on participants and the products they display, and deliver or send to each participant a free copy. Exhibitors may apply for personalised advertising space in the official catalogue, allowing time for a reply and using the "advertising form" (available on the website [www.energymed.it](http://www.energymed.it)). The application, together with payment for the service, must reach ANEA no later than fifty days before the official opening date of the Fair.

## ACCESS TO THE EVENT PREMISES

**Art. 30)** For the entire duration of the fair the event premises are open to those working in the specific sector, except for the days or day on which ANEA reserves the right to admit the public, also. ANEA will fix separate times for participants and staff working on the stands to go into the fair, and for visitors. If necessary, access to individual blocks may be limited to specific times. No vehicle will be admitted for the entire duration of the fair. Any vehicle present on the event premises during the two hours before the fair opens or during the event itself will be removed. The cost of removal will be borne by the individual owners. ANEA reserves the right – to be exercised independently and at any time – both to modify times of access already indicated and also to make exceptions in special cases.

**Art. 31)** Anyone wishing to enter the event premises must show to the person on the door an entrance ticket or permanent pass issued by ANEA or the Mostra d'Oltremare S.p.A., as described in the

following Art. 34 and 35, or a permit signed by the legal representative of ANEA or the Chairman of the Mostra d'Oltremare S.p.A.

**Art. 32)** Both permanent and temporary entry passes are strictly personal and cannot be lent to others, however briefly. In order to enforce this, the participant to whom passes or permits have been issued must write on them the full names of the people entitled to use them. Any temporary passes or permits which are shown at the door by people other than those they are made out to will be confiscated by ANEA who reserves the right to adopt appropriate sanctions against the persons responsible. Every participant is personally responsible to ANEA for any fraud attempted or carried out even by his/her own employees in the use of the above documents.

## HARM/DAMAGE COMPULSORY INSURANCE SECURITY

**Art. 33)** ANEA accepts no responsibility whatsoever for harm to persons or damage to goods, caused by anyone in any way. On participation in the event, ANEA will make provision to insure individual exhibitors with third party liability insurance. The participant can make provisions to obtain any other form of insurance deemed appropriate (theft, fire, damage caused by the leaking or flooding of water, breakages, collapse, accidents, third-party etc). This insurance must cover the entire period of the fair and the days taken to set up and dismantle the displays (with particular reference to machinery and equipment).

**Art. 34)** ANEA, without accepting any responsibility, will organize permanent security, night and day. This does not include individual stands unless specifically arranged; ANEA also declines responsibility for Acts of God. In any case each stand and the products displayed on it must be supervised personally either by the participant or by a member of his/her staff during the opening hours of the fair.

## FILMING RECORDING COPYING

**Art. 35)** Written permission from ANEA is necessary for the introduction into the fair of cameras, camcorders, TV cameras, tape recorders etc. For this filming and taping, ANEA reserves the right to appoint authorised cameramen and fix the fee. Any participant wishing to employ their own cameraman or photographer must apply to ANEA in writing before the opening of the fair. A copy of any photographs or videos made for participants must be given to ANEA without charge. ANEA reserves the right to make, or have made, tapes and films and to copy and sell them.

**Art. 36)** Except for the cases described in Art. 35 above, no-one may take measurements, make sketches or draw up plans, take photographs, make films or videos of any kind, either of the samples displayed or of the prepared stand without first obtaining written permission from ANEA. For the playing of music (radio, television, videos etc.) or for live performances (musical shows, sketches etc.) the participant must obtain the relevant permit from SIAE and provide ANEA with a copy. If the participant fails to do this, ANEA declines all responsibility and will exact from the participant any royalties or fines paid. Exhibitors may affix posters only within their own stands; these may advertise only the products which they manufacture themselves or for which they are licensed. Exhibitors may not distribute flyers or other promotional material on the event premises other than their own stands. Exhibitors wishing to distribute flyers outside the event premises must apply for authorisation from the City Council Offices.

## CLEARING AND REMOVAL OF STANDS

**Art. 37)** Clearing of the stands must begin and end between 8am and 7pm the day after the closing of the fair unless other written instructions are issued by ANEA. After this time, if the participant has not completed the above-mentioned task, ANEA has the power to do so at the expense and risk of, and on behalf of, the participant. Thirty days after the fair closes ANEA may automatically sell any of the above-mentioned material and samples which the participant has not removed; if the material is perishable ANEA may sell it just two days after the fair closes. ANEA will take any money owed by the participant from that raised by the sale and will keep any remainder for the participant for a maximum of six months, after which it belongs to ANEA. ANEA takes no responsibility for materials or products left on the event premises and may have them removed elsewhere, always at the expense and risk of, and on behalf of, the participant.

**Art. 38)** After the fair closes the participant may not remove his/her material or samples from the event premises without first obtaining from ANEA an "Exit Voucher"; this voucher cannot be issued unless the participant has proved that he/she has fulfilled all obligations towards ANEA.

**Art. 39)** When stands have been completely cleared they must be returned to ANEA in the condition in which they were originally handed over. The participant must allow representatives of ANEA to verify the condition of the stand when it is returned, and carry out and pay for any repairs necessary. ANEA is entitled to have the work carried out on the conditions described in Art. 37 above.

**Art. 40)** In addition to the other prohibitions listed in these regulations, the following are strictly forbidden:

a) the substitution of the participant at the stand or part of the stand allocated, by anyone, even temporarily, in any circumstances, with or without payment; b) the use of the stands, adjoining areas and any part of the event premises to store materials or objects not intended for, or necessary to, the exhibition; c) displaying the prices of samples exhibited; d) displaying posters, information or any kind of advertising for

products other than those authorised; e) sales, with immediate delivery, even for promotional purposes, other than in those exceptional cases in which ANEA alone may expressly give written permission, for which a fee may be payable; f) concealing display samples during the times fixed for access to the fair; g) remaining either in an exhibition block or on the event premises in general at times other than those set; h) driving into, around and/or parking a vehicle of any kind on the event premises; i) introducing inflammable or explosive material or lighting fires without first obtaining written permission from ANEA; l) introducing products which are inflammable, explosive, dangerous or foul-smelling or may be harmful or irritating; m) altering in any way the condition of any personal property or real estate belonging to ANEA or the Mostra d'Oltremare S.p.A. without first obtaining specific written permission.

## SANCTIONS AND SAFEGUARDS

**Art. 41)** All the provisions of these regulations and of the rules laid out in Art. 44) below are fundamental and must all be considered binding. ANEA has the right to obtain complete payment for all money owed and compensation for any damage, which will be individually evaluated. Furthermore, regardless of the imposition in individual cases of sanctions against those participants who breach the rules laid out above, ANEA reserves the sole, indisputable right to apply the following sanctions, cumulatively if appropriate, according to the gravity of the case: a) the imposition of a fine no lower than the amount of the rental payable for the stand but no greater than double the rental; b) temporary closure of the stand; c) definitive cancellation of the hiring of the stand; d) exclusion from further access to the event premises. In none of these cases is the participant entitled to any reimbursement or compensation at all.

**Art. 42)** In order to protect ANEA's rights as a creditor over money owed by the participant for any reason - including any compensation for damages to ANEA and also any money paid out in advance by ANEA on the participant's behalf - ANEA has the right both to keep those goods belonging to the participant and present on the event premises, and also to have a preferential claim on money raised from their sale. To obtain payment for the rental and setting up of the stand it is legitimate to claim a) any belongings of the participant, which may have been taken out of the event premises, from any person in possession of them, and b) any objects left on the stand allocated, whoever they may belong to.

## FINAL GENERAL PROVISIONS

**Art. 43)** If for any reason including an Act of God, the fair cannot take place, the application and confirmation of participation are automatically cancelled. In this case ANEA will reimburse the whole sum paid without interest while the participant relinquishes all claims to compensation. If, on the other hand, the fair is suspended after opening: a) no compensation is due to the participant if the suspension is due to circumstances beyond the organisers' control; b) in all other cases ANEA will reimburse the participant for the costs described above, except for the rental for which the participant will be reimbursed only for the period of non-use. In none of the above cases is ANEA obliged to pay compensation or damages of any kind, since the participant specifically renounces any claim to compensation or damages when he/she signs the application form.

**Art. 44)** ANEA reserves the right to issue: a) additional rules as provided for in these regulations; b) other rules, even during the event, which ANEA has the sole, indisputable right to judge beneficial to the smooth running of the fair; these will become binding immediately and will add to or replace the regulations and any additional rules described above; c) specific rules for the organisation of special events. All these rules will be made known to participants in an appropriate way.

**Art. 45)** In order to be considered valid, complaints of any kind concerning the organisation and running of the fair must be made in writing to ANEA no later than the closing day of the fair. ANEA will decide complaints through persons and procedures chosen by them.

**Art. 46)** Only the director or legal representatives of ANEA have the power to make decisions and enter into contracts covered by these regulations and additional rules.

**Art. 47)** All contracts are subject exclusively to Italian law. Any dispute which may arise between ANEA and the participant over their contract will be decided by a board of three arbitrators. Each party will nominate one while the third will be nominated by the Head of the *Camera di Conciliazione* (mediation service) of the Naples C.C.I.A.A. (Chamber of Commerce for Industry and Crafts) at the request of the more active party. This board of arbitrators will decide in a fair, simple, straightforward manner and their decision will be binding. If for any reason this arbitration should not be successful, the question will be decided exclusively by the Law-Courts in Naples.

**Art. 48)** According to Italian law (clauses 13 and 23 Law 196 of 2003) ANEA, or anyone who may be delegated by ANEA, is authorised to gather and process information about the exhibitors for statistical and promotional reasons (including the organisation of meetings). This information may be disclosed exclusively for purposes connected with business contracts and with ANEA's field of work.

**Art. 49)** These regulations have been drawn up in Italian; the participant declares expressly that he/she knows this language. If they are translated into any other language and there is any discrepancy in interpretation or translation between the versions, the Italian text will be considered valid.

Organized by

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