

Seminar/Event Registration No.: _____
(for official use only)

To,
Executive Director,
The Gem & Jewellery Export Promotion Council
Tower A, AW 1010, G-Block
Bharat Diamond Bourse, BKC,
Bandra (E), Mumbai - 400 051

For further details, contact:-

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APPLICATION FOR PARTICIPATION IN JEWELLERY DESIGN WORKSHOP 2019

WORKSHOP DETAILS

<u>Sr.No</u>	<u>Workshop</u>	<u>Date & Venue</u>
1.	Module 1	2 nd May & 3 rd May Mumbai
2.	Module 2	Date TBD Mumbai
3.	Module 3	Date TBD Mumbai

- Participant's Name:
- Participant's Name of Firm/Institute (if any):
- Council's Membership No. (2018-19): *(Not applicable to Non-members)*
- Full Office Address (for correspondence):
- Tel. No. (with area code):
- Mobile No.:
- E-mail Address:
(Application will be deemed to be incomplete and subject to rejection if e-mail address is improperly mentioned. Please note that all official communication by and on behalf of the Council will be preferably done only on the e-mail address provided herein. You may also provide any alternative e-mail address for smooth communication. The Council will not be responsible in any manner whatsoever for lack of communication on account of wrong e-mail mentioned herein or due to any technical error or snag.)

8. Website of Firm/Company:
9. Name of the Contact Person & Designation
10. Details of the representative **nominated** by you to attend the Design Workshop: (including address and contact details of nominated personnel / designer, their experience in the domain of jewellery and achievements in the said domain)

(Please append additional sheet / annexure if the space provided herein is not sufficient.)

11. PARTICIPATION FEE:

We would like to go for:

Sr No.	Workshop Details	Fee (Rs.)*	Fee (Rs.) with GST	Category Opted (Please tick as applicable)
1	Module 1	5,000/-	5900/-	<input type="checkbox"/>
2	Module 2	5000/-	5900/-	<input type="checkbox"/>
3	Module 3	5000/-	5900/-	<input type="checkbox"/>

**Exclusive of applicable Service Tax (calculated at the current rate of 18%)*

12. **PAYMENT DETAILS:** Payment of Participation fees for the Event/ Seminar Workshop is a one time payment and to be made, either by Cheque (payable at par) or Pay Order or Demand Draft as applicable to be drawn in favor of **The Gem & Jewellery Export Promotion Council** along with the duly filled Application submitted herein. The said payment shall be credited to the bank account of the Council only upon scrutiny and acceptance of the Application form.
13. An additional fee of Rs.500/- plus GST would be payable as Administrative fee, towards Return/dishonouring of cheque, for Redeposit/reissue

Declaration: We hereby confirm our participation in **JEWELLERY DESIGN WORKSHOP 2019** in Category (Designer/Jewellery Manufacturer/Student) _____ and we confirm our acceptance of the rules & regulations governing the said Event/ Seminar and the T&Cs forming part of this Application Form.

Signature:

Seal of the Entity:

Name:

Date:

UNDERTAKING

We hereby understand, agree and undertake that:

a) We shall not use any logo, trade style or name (collectively "Logo"), of '**The Gem & Jewellery Export Promotion Council', 'the Council', 'GJEPC', India Diamonds, Gems & Jewellery** or any other Logo owned by the Council in any manner whatsoever for self advertisement in or any form, print, electronic or otherwise, on any form of stationery, including cash memos, bills, challans, letterheads, visiting cards, leaflets, brochures etc., or for any other promotional material in our local outlets or otherwise, other than as may be permitted by the Council in this behalf.

b) We shall not use or misuse any logo, trade style or name of **JEWELLERY DESIGN WORKSHOP 2019** unless expressly permitted by the Council in writing;

c) We hereby expressly undertake to indemnify and keep the Council indemnified, safe and harmless, from and against, any and all claims, losses, damages, costs including any consequential, indirect or remote costs, to which the Council may be subjected due to any of the following:

(i) Any willful act or omission or gross negligence from us or any of our representatives.

(ii) Any damage caused to the property, by us or by or any of our representatives (whether tangible or intangible property) belonging to the Council or the Event or the Venue;

(iii) Gross Negligence or any act of willful misconduct;

(iv) Any infringement of the IPR attached to the contents/materials of the Event including the Seminar, by us or our representative;

(v) Any breach of the terms and conditions by us or any of our Representatives, including the other undertakings herein above.

This indemnity given by us hereunder shall remain in full force at all times, until extinction of such claims, etc;

d. We shall not interact directly or indirectly through any source, with the media, print, electronic or otherwise, or come out with any publication pertaining to the Seminar /Event or using the Council's name or in any manner whatsoever;

e. We shall not act in any manner whatsoever which is likely to adversely affect or conflict with the Council's interest.

f. We shall indemnify and keep the Council indemnified against any costs, losses or damages including incidental costs which may be incurred or sustained by the Council as a consequence of any claim, demand, action or proceedings by any party generated on account of violation of T&Cs mentioned herein.

g. By signing on this Form we confirm our participation in the Event and the Seminar through our Representatives and hereby expressly consent to receive any and all Electronic Communication from the Council related to the Event and the Seminar or otherwise. By virtue of the consent given by us to receive E-mails, we agree that the Council **may** and is not obligated to send any and all of its E-mails to us electronically.

h. We shall abide by any changes and modifications in the rules & regulations and other terms & conditions governing **JEWELLERY DESIGN WORKSHOP 2019** and the Seminars.

NOTE:

1. All the information should be completed properly or else the Application shall be subject to rejection. Every page of the Application and the Annexure should be duly signed and stamped.

2. The last date for submitting the duly filled Application along with supporting documents, if any, for Module 1 is 26 April. 2019

3. All the Participants who are applying in capacity of the Members of the Council should have valid membership as on date of this Application. In the event of failure to renew the membership, the Council reserves right to reject any such Application at its sole discretion.

4. If any Participant is having any amount outstanding to be payable to the Council, in any manner whatsoever, the Council shall have full right to reject the Application without assigning any reasons thereof.

5. The Participant is expected to read & understand all the terms & conditions forming part of the Application, carefully

These Standard Terms & Conditions apply to all the Participants of the **JEWELLERY DESIGN WORKSHOP 2019** to be organized by the Gem & Jewellery Export Promotion Council. By participating in the said Event, the Participant is deemed

to have agreed to these T&Cs without any qualifications.

CANCELLATION POLICY

The Council reserves all rights to cancel the **JEWELLERY DESIGN WORKSHOP 2019** at any time without assigning any reason for such cancellation. In such an event, upon the Participant making a written application in this behalf, the Council shall refund the Participation Fees to the Participant, without any interest and to the extent of 100% of the total fees paid. In the event the Council refunds such participation fees on a proportionate basis due to occurrence of any other event, the Participant shall neither have any right whatsoever nor shall make any further claim against the Council.

The Council also reserves all rights to cancel a day of the Event or change the dates of the event without assigning any reason for such cancellation or change, as the case may be. In such an event the Council shall not make any refund of any amount or payment of any kind whatsoever to any of the Participant.

Notwithstanding what is stated herein, if the Applicant / Participant cancels his participation from **JEWELLERY DESIGN WORKSHOP 2019** and its Seminar for any reason whatsoever, then the Council shall not be liable to make any refund of the Participation fees to the Applicant / Participant, either in part or in full.

INDEMNITY

The Participant agrees to hold harmless and indemnify the Council and its committee members, executives, officers, agents, employees or partners, on demand, at all times during and after the Event, from and against any other claims including the third party's claim, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to the Event or any intra-participant transaction.

Notwithstanding anything stated herein, the Participant agrees to indemnify the Council on demand, against all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with (a) any breach of any of these T&Cs, including the Undertaking given by the Participant herein above or any applicable laws and regulations, by the Participants or (b) any act, omission, default or negligence of or loss or damage caused by the Participants in connection with any other person or Event. This Clause shall survive even after the completion of the Event.

DISCLAIMER & LIABILITY:

The Council does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency completeness, correctness, or reliability of any information, including any projections or presentations made available at the Seminar / Event and expressly disclaims all liability for any direct or indirect damage or loss resulting from the Participant's use of, or reliance on the information or the contents provided before, at the Seminar / Event or thereafter. The Participant, therefore, agrees that the Council shall not be liable to the Participant in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by complete reliance of the Participant of the contents / materials of the Event.

The Council does not give any warranty whatsoever, including without limitation, as to the conduct of the Event and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss that may be caused to the participants resulting from the cancellation or rescheduling of the Event. The participants, therefore, agree that the Council shall not be liable to them in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by the Council's cancellation of the Event, or in otherwise performing its obligations in relation to the conduct of the same. The participant also agrees that the Council shall not be liable for any refunds whatsoever in the event of non-attendance or non-participation by the participant.

Further, the Council shall not be liable, at any time, for any special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the cancellation of the Event by the Council or from any acts or omissions in the course of conduct of the Event by the Council or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by the participant in relation to the Event.

The Council provides no advice or endorsement of any kind through this form or the Event or the initiative contemplated herein. The availability of the information or projection does not constitute a recommendation by the Council to enter into any transaction, participate or otherwise, or follow any course of action pursuant to the Event. All decisions made by the Participant must be based solely on the Participant's evaluation of the circumstances and objectives. The Council shall not be responsible in any manner for the monetary rights of the Participant under Event. Further, the Council shall not be responsible for any dispute or difference that may arise at or from Event or as between the Participants of Event or any third party and the Participant.

The Council shall not be liable for any loss of life of the Applicant / Participant at any time. This Clause shall survive the completion of the Event.

CONFIDENTIALITY

The T&Cs herein shall be held in strict confidence by the Participant at all times and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to others unless required by law, or unless the Participant first obtains the Council's written consent. This Clause shall survive the completion of the Event.

FORCE MAJEURE

The Council shall not be responsible for any failure to perform its obligation under this contract due to unforeseen circumstances or due to causes beyond its control which may include, but not be limited to, acts of God, fire or floods, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

ARBITRATION & GOVERNING LAW

It is hereby agreed by and between the Parties hereto that in the event of any dispute or difference arising between the Parties with regard to the terms and conditions of this contract or these T&Cs or relating to the interpretation thereof and / or the implementation of respective rights obligations and/or responsibilities of the Parties hereto, the same shall be referred to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall be appointed by the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language. The laws of the Republic of India shall govern these T&Cs and the parties agree that the appropriate Courts at Mumbai shall have exclusive jurisdiction in the matters arising hereunder.

Signature:

Seal of the Entity:

Name:

Date: