

WORLD TRADE CENTER METRO MANILA EXHIBITION HALL

TERMS AND CONDITIONS OF HIRE

1 HIRE OF FACILITIES FOR FUNCTIONS OR EXHIBITIONS

- 1.1 These Terms and Conditions of Hire shall apply to the hiring of the facilities (the "Facilities") of the World Trade Center Metro Manila ("WTCMM"). For purposes of these Terms and Conditions of Hire, the term "Facilities" shall refer to the exhibition hall, house lighting, air conditioning during exhibition or event hours, cleaning of all public areas during normal exhibition or event hours, and provision of one telephone line (long distance calls excluded).
- 1.2 All applications for the use of the Facilities of WTCMM must be in writing in the application form (the "Application Form") at the back hereof which must be forwarded on completion together with the remittance for the Security Deposit in Section 2.2 hereof to the President and Chief Executive Officer, Manila Exposition Complex, Inc. ("MEC"), Roxas Blvd. cor. Sen. Gil J. Puyat Ave., Financial Center Area, 1300 Pasay City, Philippines.

The Application Form shall form an integral part of these Terms and Conditions of Hire.

- 1.3 The Facilities shall be used only in accordance with the Description of the Exhibition or Function (i.e., the title/show theme/show profile) as stated in the Application Form and agreed upon between MEC and the Hirer. No alteration whatsoever may be made to such Description of the Exhibition or Function. Should the Hirer desire to change such Description of the Exhibition or Function, it must make a request therefor in writing, and MEC shall have the absolute discretion to decide whether or not to approve any such change.
- 1.4 The Hiring Period as agreed upon and stated in the Application Form shall not be changed without the prior written consent of MEC, subject to Section 6 hereof. Nor shall the switching of places with another exhibition/function to be put up by the Hirer at the WTCMM be allowed without MEC's prior written consent.
- 1.5 Where the Hirer's application has already been accepted, MEC shall be at liberty to cancel the hiring forthwith if there is any breach of Section 1.3 hereof, however slight. Such cancellation shall be treated as cancellation by the Hirer and Section 3 hereof shall apply.
- 1.6 The Application Form shall specify the area requirement of the Hirer. MEC reserves the right by notice in writing to the Hirer to designate an alternative area (which may be larger or smaller than the area stated in the Application Form) should the area specified in the Application Form be inappropriate for the function or exhibition in the reasonable opinion of MEC, having regard for the details supplied by the Hirer in the Application Form. The area to be used by the Hirer shall be referred to in these Terms and Conditions of Hire as the "Exhibition Area". There shall be no reduction in the Exhibition Area without the prior written consent of MEC.
- 1.7 The contract for the hire of the Facilities, of which these Terms and Conditions of Hire form part, shall become effective upon MEC's giving written notice to the Hirer that it has accepted the Hirer's application for the use of the Facilities, together with a copy of the Application Form signifying MEC's acceptance of the application.

2 TERMS OF PAYMENT

- 2.1 The charge for the hire of the Facilities (the "Hiring Charge") must be paid in accordance with the following payment schedule (the "Payment Schedule"):

Installments on Hiring Charge	Number of Months Before Commencement of Hiring Period
20%	12
20%	9
20%	6
30%	3
10%	1

Should the Hirer fail to pay any amount or any installment of the Hiring Charge in accordance with the Payment Schedule, MEC shall be at liberty at any time after one (1) week's written notice to the Hirer to cancel the hiring forthwith. Such cancellation shall be treated as cancellation by the Hirer and Section 3 hereof shall apply.

- 2.2 In addition to the Hiring Charge, the Hirer shall pay a Security Deposit (the "Security Deposit") equivalent to twenty per cent (20%) of the Hiring Charge or PhP50,000.00, whichever is higher. The Security Deposit must be remitted to MEC together with the submission of the Application Form. The Security Deposit shall, among other things, be held by MEC for the due and faithful observance by the Hirer of these Terms and Conditions of Hire.
- 2.3 The Hiring Charge must be paid in full thirty (30) days prior to the commencement of the Hiring Period, failing which, MEC shall be at liberty to cancel the hiring forthwith. Such cancellation shall be treated as cancellation by the Hirer and Section 3 hereof shall apply.
- 2.4 Subject to these Terms and Conditions of Hire, including Sections 3.3, 6.4, and 17.1 hereof, the Security Deposit shall be refunded to the Hirer free of interest after all outstanding charges and liabilities have been settled. The amount of such outstanding charges and liabilities shall be conclusive on the Hirer, except for manifest error in computation.
- 2.5 The use of the Facilities shall be confined to the number of hours as specified in the letter contract, provided that for use of the Facilities outside the said hours during the Hiring Period, the Hirer shall pay MEC the rental surcharge agreed upon by MEC and the Hirer at the rate in force from time to time.
- 2.6 All other facilities and services required by the Hirer and supplied by MEC shall be charged separately to the Hirer and shall be paid for by the Hirer no later than thirty (30) days before the beginning of the Hiring Period, failing which, MEC shall have the option to cancel the hiring. Such cancellation shall be treated as cancellation by the Hirer and Section 3 hereof shall apply.

3 CANCELLATION BY HIRER

- 3.1 In the event the Hirer cancels the hiring for whatever reason, the Hirer shall pay MEC the liquidated damages agreed upon as set out in Section 3.2 hereof. Upon such cancellation, MEC shall be at liberty to dispose of or otherwise deal with the hiring of the Facilities in any manner it deems fit.
- 3.2 The liquidated damages agreed upon referred to in Section 3.1 hereof shall be computed at the following rates:

Ten percent (10%) of the Hiring Charge -- if cancellation is made twelve (12) months or more before the commencement of the Hiring Period;

Thirty-five percent (35%) of the Hiring Charge -- if cancellation is made six (6) months or more but less than twelve (12) months before the commencement of the Hiring Period;

Fifty percent (50%) of the Hiring Charge -- if cancellation is made three (3) months or more but less than six (6) months before the commencement of the Hiring Period;

Seventy percent (70%) of the Hiring Charge -- if cancellation is made one (1) month or more but less than three (3) months before the commencement of the Hiring Period;

One hundred percent (100%) of the Hiring Charge -- if cancellation is made less than or one (1) month before the commencement of the Hiring Period.

- 3.3 The liquidated damages referred to in Section 3.2 hereof shall be a debt due from the Hirer, and MEC may, without prejudice to any other remedies at law, deduct the amount of such liquidated damages from the Security Deposit, Hiring Charge installments, and/or other charges or fees in the hands of MEC.

4 CANCELLATION BY MEC

- 4.1 Where the hiring is cancelled by MEC as provided under these Terms and Conditions of Hire, such cancellation shall be without prejudice to MEC's rights under the law in respect of the breach in question or in respect of any other breach, or to any other rights of MEC in respect of the hiring.

5 HIRING PERIOD

- 5.1 In the case of an exhibition, the Hiring Period shall be divided into the Exhibition Period and the Non-Exhibition Period. The Non-Exhibition Period shall be the Setting Up Period before the beginning of the Exhibition, and the Dismantling Period after the Exhibition Period. The Exhibition Period and the Non-Exhibition Period shall be as specified in the Application Form.
- 5.2 The Hirer will be allowed to occupy the Facilities during the Setting Up Period solely for the purpose of constructing and installing, subject to Section 7 hereof, the fittings, utilities, equipment, improvements, structures and other things necessary or incidental to the holding of the Exhibition, including items to be exhibited or displayed which require construction or installation, and which are permitted by MEC to be so constructed on or installed within the Facilities in accordance with Sections 7.1 and 7.2 hereof.
- 5.3 The Hirer will be allowed to occupy the Facilities during the Dismantling Period solely for the purpose of dismantling and removing all such fittings, utilities, equipment, improvements, structures and other things so constructed on or installed within the Facilities.

6 REDUCTION OF HIRING PERIOD AND EXHIBITION AREA

- 6.1 Subject to Section 6.3 hereof, the Hirer may, with the prior written consent of MEC, shorten the Hiring Period.
- 6.2 Subject to Section 6.3 hereof, the Hirer may, with the prior written consent of MEC, reduce the Exhibition Area from full to 2/3 module or from 2/3 to 1/3 module.
- 6.3 For the shortening of the Hiring Period or the reduction in the Exhibition Area with the prior written consent of MEC, the Hirer shall pay MEC liquidated damages at the following rates:

Ten percent (10%) of the loss in Hiring Charge -- if shortening or reduction is made twelve (12) months or more before the commencement of the Hiring Period;

Thirty-five percent (35%) of the loss in Hiring Charge -- if shortening or reduction is made six (6) months or more but less than twelve (12) months before the commencement of the Hiring Period;

Fifty percent (50%) of the loss in Hiring Charge -- if shortening or reduction is made three (3) months or more but less than six (6) months before the commencement of the Hiring Period;

Seventy percent (70%) of the loss in Hiring Charge -- if shortening or reduction is made one (1) month or more but less than three (3) months before the commencement of the Hiring Period;

One hundred percent (100%) of the loss in Hiring Charge -- if shortening or reduction is made less than or one (1) month before the commencement of the Hiring Period.

- 6.4 The liquidated damages referred to in Section 6.3 hereof shall be a debt due from the Hirer, and MEC may, without prejudice to any other remedies at law, deduct the amount of such liquidated damages from the Security Deposit, Hiring Charge installments, and/or other charges or fees in the hands of MEC.
- 6.5 If the Hirer shortens the Hiring Period and/or reduces the Exhibition Area without MEC's prior written consent, the Hirer shall remain liable for the payment of the full Hiring Charge.

7 CONSTRUCTION, INSTALLATION AND DISMANTLING OF STRUCTURES AND EQUIPMENT

- 7.1 The Hirer shall submit to MEC at least six (6) weeks prior to the commencement of the Hiring Period the plans and specifications of its proposed exhibition in such detail as is required by MEC for approval by MEC, which approval shall not be unreasonably withheld. No changes in the plans and specifications approved by MEC shall be made without MEC's prior approval.

- 7.2 The Hirer shall not construct or install within or about the Facilities any fittings, utilities, equipment, improvements or structures, including items to be exhibited or displayed which require construction or installation, nor make any modification to electrical fittings, without the prior written consent of MEC. The Hirer shall not affix, erect, attach or exhibit within, on or about the Facilities any placard, poster, notice, signboard, advertisement, name or sign, illuminated or non-illuminated, except such as shall have been previously approved by MEC in writing.
- 7.3 The Hirer will be allowed during the Dismantling Period to remove and to clear the Facilities of all things, alterations, fittings, additions and improvements constructed, brought in or installed by it, and shall complete the same by the end of the Dismantling Period. The Hirer shall surrender the Facilities to MEC in the same good order and condition as at the commencement of the Hiring Period including sanitation and disinfection based on acceptable standards as set by WTCMM and the Department of Health (DOH).
- 7.4 All constructions, installations, dismantling, removal works, remedial works or repairs shall be carried out at the cost and expense of the Hirer and shall be carried out in such a manner as not to cause unnecessary disturbance or disruption to the activities of other occupiers of the WTCMM.
- 7.5 Repairs to any damage caused on, about or within the Facilities shall be carried out by MEC at the cost and expense of the Hirer, and may, if so required by, or with the prior written consent of, MEC, be arranged to be carried out by the Hirer.
- 7.6 If the dismantling and removal referred to in Section 7.3 is not completed, or MEC has reasonable grounds to believe that they will not be completed, by the expiry of the Dismantling Period, MEC shall be entitled to do any or all of the following:
- (i) enter upon the Facilities and remove or cause to be removed from the Facilities, at the Hirer's risk, all the aforesaid properties and things, and to store such properties and things in any warehouse of MEC's choosing;
 - (ii) enter upon the Facilities and undertake the cleaning of the Facilities;
 - (iii) do all other things necessary to restore the Facilities to good order and condition as required under these Terms and Conditions of Hire.
- 7.7 The Hirer shall be charged an occupation fee at the rate in force from time to time for the time taken to complete the dismantling and removal which falls outside the Hiring Period, whether such dismantling and removal is completed by the Hirer itself, or by MEC under Section 7.6. The payment of the occupation fee shall be without prejudice to MEC's right to proceed against the Hirer for whatever damages, costs, losses and expenses which MEC may suffer or incur as a result of or in connection with the Hirer's failure to complete the dismantling and removal by the end of the Dismantling Period.
- 7.8 All costs and expenses incurred by or in connection with the exercise of any of MEC's rights under 7.6, including storage charges for warehousing of such properties and things, shall be borne by the Hirer.

8 POSSESSION AND CONTROL OF THE FACILITIES AND THE EXHIBITION AREA

- 8.1 The agreement between MEC and the Hirer for the hire of the Facilities does not confer upon the Hirer any estate, title or interest in the Facilities or the Exhibition Area or any part of it, the legal possession and control of the Facilities and the Exhibition Area remaining vested in MEC at all times.
- 8.2 MEC, its servants, agents and/or contractors shall at all times have access to the Facilities and the Exhibition Area for such purposes as MEC may deem fit, including without limitation the sale of merchandise, food and beverages and the provision of other services by MEC.

9 RULES AND REGULATIONS

- 9.1 MEC reserves the right from time to time to make rules and regulations relating to the management and operation of the Facilities, including but not limited to:
- a. the use, safety, care and cleanliness of the Facilities;
 - b. the preservation of good order in the Facilities;

- c. the prohibition of smoking in the Facilities or in certain parts of the Facilities;
 - d. the use of the entrances, exits, ramps, car parking facilities, receiving areas, storage areas and elevators; and
 - e. the capacity of, and the distribution of weight load and power load in, the Facilities.
- 9.2 Upon written notice given by MEC to the Hirer, any such rules and regulations shall be binding on the Hirer as if the same were set out in these Terms and Conditions of Hire.

10 USE OF FACILITIES

- 10.1 The use of the Facilities shall be confined to the number of hours as specified in the letter contract, provided that the use of the Facilities outside the said hours shall be allowed with the prior approval of MEC and subject to the payment of the rental surcharge referred to in Section 2.5 hereof.
- 10.2 MEC reserves the right to refuse entry to the Facilities by any person whose presence is in MEC's opinion undesirable. The Hirer shall permit MEC's authorized officers, servants and agents to enter the Facilities for purposes connected with the hiring at all reasonable times.
- 10.3 The Hirer shall be responsible for the efficient supervision of the Facilities, the safety and security of the Facilities, and the preservation of good order and decency therein. The Hirer shall provide such number of attendants, security personnel and other persons as shall be sufficient or necessary to secure the due observance of this Section 10.3.
- 10.4 The Hirer shall strictly comply with all instructions and requirements of MEC, including, but not limited to, those relating to the capacity of, and distribution of weight load and power load in, the Facilities as provided in Section 14.3 hereof.
- 10.5 The Hirer shall conform to any additional fire and safety precautions required by the appropriate authority and shall not obstruct the emergency exits, fire hoses and extinguishers in the Facilities.
- 10.6 MEC reserves the right to display advertisements or announcements within the Facilities or over the video monitor system in the Facilities and, in the event of an emergency, to make announcements over the sound system.
- 10.7 MEC shall be entitled to remove any poster, advertisement or other form of display which, in MEC's opinion, is objectionable for any reason whatsoever.
- 10.8 The Hirer shall at all times (including the Setting Up Period and the Dismantling Period) keep the Facilities, including the entrance frontage and surrounding areas, in a clean and presentable condition and clear of all litter, dirt and rubbish.
- 10.9 The Hirer shall not do or omit to do anything which could cause any liquor, radio or other license that may be held by MEC to be forfeited, suspended or cancelled.

11 ACTS REQUIRING THE PRIOR APPROVAL OF MEC

- 11.1 The Hirer shall not permit any person to operate MEC's equipment unless that person has been authorized in writing by MEC.
- 11.2 The Hirer shall not make, or permit any person to make, any film, television, sound, photographic or video recording or transmission in or from the Facilities without the prior written consent of MEC.
- 11.3 The Hirer shall not move, or permit any person to move, any heavy or bulky items into the Facilities without the prior written consent of MEC.
- 11.4 The Hirer shall not sell, or permit any person to sell, any merchandise in the Facilities without the prior written consent of MEC.
- 11.5 The Hirer shall not allow any livestock or animals whatsoever to be brought into the Facilities unless they are for a purpose previously approved by MEC for or in connection with the use of the Facilities.

- 11.6 The Hirer shall not bring into the Facilities any food, tobacco products or beverages (whether alcoholic or not) without the prior approval of MEC.
- 11.7 The Hirer shall not suffer or permit cooking, open fires or naked lights in the Facilities unless otherwise approved by MEC in writing.
- 11.8 The Hirer shall not operate nor permit or suffer to be operated in the Facilities any canteen or such other food catering services save as shall have been previously approved by MEC in writing.
- 11.9 Unless otherwise approved by MEC in writing, it is hereby agreed that display within or entry into the Facilities of any of the following is prohibited: arms, guns, swords, ammunition, explosives, firecrackers, inflammables, radioactive materials and other goods of dangerous nature, goods prohibited for import and domestic goods to infringe upon patent rights, goods which may be a hindrance to the smooth operation of the exhibition, and goods in any other way prohibited by the Philippine government or its agencies.
- 11.10 The charging of entrance fees, the form and printing of entrance tickets, and the installation and maintenance of ticketing booths must have the prior approval of MEC.

12 OBSTRUCTIONS, SAFETY HAZARDS AND NUISANCES

- 12.1 MEC shall bring to the attention of the Hirer any exhibit, structure, or equipment of the Hirer which juts out or is outside the Exhibition Area or the Facilities, or which encroaches upon the aisle ways or other facilities of the WTCMM, or which MEC considers unsafe, dangerous or hazardous to safety, and the Hirer shall, immediately upon such notice remove such exhibit, structure or equipment. If the Hirer fails to remove such exhibit, structure or equipment within the time specified, MEC shall be at liberty to remove them at the risk of the Hirer. The costs and expenses of such removal shall be borne by the Hirer.
- 12.2 The Hirer shall not do, or permit the doing of, anything which is of a nuisance or annoyance to MEC or to other users of the Facilities or which in the opinion of MEC is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, objectionable or contrary to the purposes of the hiring of the Facilities.

13 PROHIBITION OF SMOKING

- 13.1 The Hirer shall ensure that non-smoking signs put up within the Facilities are strictly observed by all, including the Hirer's servants and agents and all persons entering the Facilities.

14 LIABILITY AND INDEMNITY

- 14.1 Under no circumstances will MEC make good or accept any responsibility or liability whatsoever arising in respect of any damage, theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the Facilities by the Hirer or by any other person entering the Facilities, or in respect of any injuries (fatal or otherwise) to the persons of the Hirer, its servants or agents, or persons entering the Facilities, and the Hirer shall indemnify and hold MEC and its servants and agents harmless in respect hereof.
- 14.2 The Hirer shall indemnify MEC and keep it indemnified in full from and against:
- a. all claims, demands, actions, suits, proceedings, orders, damages, costs, losses and expenses of any nature whatsoever, which MEC may suffer or incur in connection with loss of life, personal injury and/or loss of or damage to property arising from or out of any occurrence in, upon or at the Facilities or arising from or out of the use of the Facilities or any part thereof by the Hirer.
 - b. all loss and damage to the Facilities, buildings and all property therein, caused directly or indirectly by the Hirer, its servants or agents or any person entering the Facilities by reason of the use of the Facilities by the Hirer and in particular, but without limiting the generality of the foregoing, caused directly or indirectly by the use or misuse, waste or abuse of water, gas or electricity by or faulty fittings or fixtures of the Hirer.

c. all claims, demands, actions, suits (including claims or suits brought by other persons having contracts with MEC for the use of the Facilities), proceedings, orders, damages, costs, expenses and losses of any nature whatsoever (including loss of income or business opportunity), which MEC may suffer or incur as a result of or in connection with the Hirer's failure to complete the dismantling and removal referred to in Section 7.3 hereof by the end of the Dismantling Period.

14.3 The Hirer acknowledges that the maximum capacity of the Exhibition Area is 3,624 persons for exhibitions, and 4,215 persons for theatre use. It likewise acknowledges that the weight load capacity of the Exhibition Area is 250 pounds per square foot, and that the power distribution load shall be as follows:

- a. Each booth sized 3 meters x 3 meters shall have a power load of 1,500 volt amperes;
- b. Forty-six (46) units of utility boxes for bigger power requirement shall each have a capacity of 60 amperes at 240 volts, 3 phase; and
- c. Each of the 3 bus ducts in the ceiling shall have a capacity of 225 amperes at 460 volts, 3 phase.

The Hirer undertakes that it will observe the maximum capacity, weight load capacity and power distribution load as above provided, and will not cause them to be exceeded. The Hirer shall indemnify MEC and keep MEC indemnified in full from and against any claims, demands, actions, suits, proceedings, orders, damages, costs, losses and expenses whatsoever, which MEC or third persons may suffer as a result of the failure to observe such maximum capacity, weight load capacity and power distribution load.

14.4 MEC shall not be liable to the Hirer for any loss or damage in the event that the Facilities are temporarily closed, or the hiring is interrupted or cancelled, due to circumstances beyond MEC's control and occurring without its fault or negligence, including but not limited to, Acts of God, fire, explosion, flood, earthquake, breakdown of machinery, failure of supply of electricity, leakage of water, contamination by nuclear materials, government restrictions, industry-wide strikes or labor disturbances, or other causes beyond the control of MEC. In such event, MEC shall refund to the Hirer the portion of the Security Deposit, Hiring Charge, and whatever other amounts MEC may have received from the Hirer by reason of the hire of the Facilities corresponding to the portion of the Hiring Period during which the Facilities are unavailable, and MEC shall have no further liability to the Hirer, whether for interest or otherwise.

15 INSURANCE

15.1 The Hirer shall not permit or suffer to be done anything whereby MEC's policy or policies of insurance against damage or loss by fire or other risks on the buildings or any part thereof may be rendered void or voidable, or whereby the rate of premium thereon may be increased, and shall make good all damage suffered by MEC and reimburse MEC all sums paid by MEC by way of increased premiums and all expenses incurred by MEC in or about the renewal of such policy or policies rendered necessary by a breach or non-observance by the Hirer of these Terms and Conditions of Hire, without prejudice to any other rights of MEC.

15.2 MEC may require the Hirer to obtain such insurance pertinent to the hiring and/or the exhibition or function which MEC may deem necessary after taking into consideration the nature of the exhibition or function, and to submit to MEC copies of such insurance policy or policies.

16 LICENSES, PERMITS AND COPYRIGHTS

16.1 In respect of the performances/exhibitions/functions, it shall be the responsibility of the Hirer to obtain and pay for all licenses and permits as shall be required under the laws existing from time to time, such as, but not limited to, the laws respecting Copyrights, Trademarks and Patents.

16.2 The Hirer shall comply strictly with all such laws and shall indemnify and keep MEC harmless against all losses, claims, demands, liabilities, actions, costs and expenses, including legal fees, arising out of or in connection with any contravention of any such laws by the Hirer.

17 REIMBURSEMENTS

- 17.1 All costs and expenses incurred by MEC under these Terms and Conditions of Hire as a result of the Hirer's failure to comply with these Terms and Conditions of Hire shall be a debt due from the Hirer to MEC, and MEC may, without prejudice to any of its other remedies at law, deduct the amount of such costs and expenses from the Security Deposit, Hiring Charge installments, and/or other charges or fees in the hands of MEC, or from any moneys in the hands of MEC belonging to the Hirer.

18 APPLICABLE LAW

- 18.1 The contract for the hire of the Facilities and the rights and obligations of MEC and the Hirer under such contract shall be governed by the laws of the Republic of the Philippines. Any legal action or proceeding against either of the parties with respect to such contract may be brought in the courts of the Republic of the Philippines, and the Hirer agrees to submit to the jurisdiction of such courts.

19 ASSIGNMENT

- 19.1 The Hirer may not assign or otherwise transfer to any person any of its rights under the agreement for the hire of the Facilities unless with the prior written consent of MEC.
- 19.2 MEC is entitled at any time to assign or otherwise transfer to any person all or any part of its right, title and interest under the agreement for the hire of the Facilities.

20 INTERPRETATION

- 20.1 Unless the context provides otherwise, any rights conferred and obligations imposed upon the Hirer by these Terms and Conditions of Hire are deemed to have been conferred or imposed upon the Hirer and its employees, contractors, licensees and invitees, and any breach of these Terms and Conditions by any employee, contractor, licensee or invitee of the Hirer constitutes a breach of these Terms and Conditions of Hire by the Hirer.
- 20.2 The headings hereof are inserted for convenience of reference only and shall not in any manner affect the construction, meaning or effect of anything herein contained or govern the rights or liabilities of the parties hereto.

All documents relating to the application for the hire of the Facilities which are executed by the Hirer and MEC prior to the effectivity of the contract for the hire of the Facilities, including the Cover Letter accompanying the Application Form provided by MEC to the Hirer, shall form integral parts of these Terms and Conditions of Hire insofar as they are not inconsistent herewith. All other documents relating to the hire of the Facilities which are executed by the Hirer and MEC subsequent to the effectivity of the contract for the hire of the Facilities shall likewise form integral parts of these Terms and Conditions of Hire.