

# TERMS AND CONDITIONS

## 1. Payment

Upon application, the exhibitor shall pay the organiser the first sum due and balance/s on the dates shown overleaf. Where an application is accepted after deposit due reflected under "payment terms" overleaf, all payments due on dates which have already passed at the time of acceptance by the organiser, shall be deemed to be due on such acceptance.

The total cost represents the payment for the site, shell, customised package, where indicated, details of which are set out overleaf. All other goods and services required by the exhibitor including (without limiting the foregoing generality) any charges incurred or disbursements made by the organiser on behalf or for the benefit of the exhibitor, shall be paid for and/or reimbursed to the organiser within 30 days of date of invoice.

The exhibitor shall not be entitled to occupy its site for so long as it's in default of any of its obligations under this contract, and upon any such default, or in the event of the exhibitor failing to take, or giving up occupation of the site, all amounts of whatever nature owed or to become owing by the exhibitor to the organiser under this contract shall become payable forthwith without notice, notwithstanding that the due date for such payments has not then arrived.

Interest at the rate of 2% per month or the maximum rate allowed by law (whichever rate is higher) shall be payable in respect of any amount outstanding for a period exceeding 14 days after the due date for payment, until payment is made.

## 2. Cancellation of Exhibition Space

In the event of the organiser agreeing to any request for release from the contract, the exhibitor shall be liable for all or 50% of total due on contract overleaf on the following scale:

Cancellation of contract after August 2017 50% of contract of total contract amount will be due.

Cancellation of contract after 29 September 2017 - Full payment of contract will be due 100%

In addition to the above, the exhibitor shall be liable for any specific costs incurred on his behalf by the organiser.

## 3. Disclaimer of Liability

No liability of any nature shall attach to the organiser in respect of any loss, damage or injury of whatever nature and however arising and by whomever suffered in connection with the exhibition, or the presence of any person or property thereat, of any failure, interruption or premature termination thereof, or any change in the venue thereof or the location of the site, and whether or not attributable **directly or indirectly** to:

- 3.1 failure on the part of the landlord, or the organiser, or the exhibitor, or their respective servants, agents, contractors or invitees, to comply with any law or with any rule or regulation imposed by the landlord or the organiser, or
- 3.2 the negligence on the part of the landlord, or the organiser, or the exhibitor, or their respective servants, agents, contractors or invitees, or
- 3.3 any act or omission on the part of the exhibitor or any of its servants, agents, contractors or invitees, which constitutes, or if done or omitted by the organiser or any of its servants, agents, contractors, invitees, would constitute a breach of the exhibition venue lease, or
- 3.4 **interruptions in or the reduction in or cessation of the supply of electricity by ESKOM and/or the City of Jhb or any of electricity to the National Electricity Grid, or**
- 3.5 circumstances beyond the control of the organiser.

The exhibitor hereby indemnifies the organiser against any claim in respect of any such loss, damage or injury suffered by the exhibitor or any of its servants, agents, contractors or invitees, which is attributable to any such failure, negligence, act or omission on the part of the exhibitor or any of its servants, agents, contractors or invitees.

## 4. Construction of Site

The exhibitor acknowledges that in respect of any construction to be performed on the site (in addition to that performed or to be performed by the organiser of the exhibition) whether by the exhibitor or through its employees or whether to be performed by a contractor(s) engaged for such purpose by the exhibitor, the exhibitor acknowledges that it and its contractor is at all times subject to duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 (as amended) and agrees to ensure that all work will be performed and all machinery and parts will be utilised in accordance with the said Act. The exhibitor furthermore agrees to comply with the requirements of AAXO – Association of African Exhibition Organisers as notified to it from time to time in writing and to liaise with AAXO – Association of African Exhibition Organisers or its representatives should the exhibitor, for whatever reason, be unable to perform in terms of this condition.

## 5. Cession and Delegation

This contract is personal to the exhibitor which may not cede its rights or delegate its obligations thereunder to any person without prior written consent of the organiser.

This shall not prohibit an exhibitor displaying the products of a principal for which it becomes an agent, distributor or licensee after entering into this contract, with the prior written permission of the organiser.

The organiser shall be entitled to cede all or any of its rights and/or to delegate all or any of its obligations under the contract to any person/persons without consent of the exhibitor.

## 6. Condition of Sale

Following the close of the exhibition, the exhibitor shall at its own expense, restore the site and all fittings thereon to the same good order and condition as existed at the date it took occupation.

## 7. Site, Venue and Date Changes

The organiser reserves the right to alter the position of the site and to change the venue and the dates of the exhibition.

## 8. Entire Contract

This document together with the Rules & Regulations of the exhibition, constitutes the entire contract between the parties, and no amendment, alteration, variation or waiver of the terms and conditions thereof shall be of any force and effect unless reduced to writing and signed by or on behalf of the Exhibitor and the Organiser.

Signature of client: \_\_\_\_\_

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

