

THE HOTEL SHOW AFRICA 2020



EXHIBITION SPACE RENTAL CONTRACT

21st – 23rd June 2020

www.thehotelshowafrica.com

Company Details

(Please ensure the correct details are specified)

Gallagher Convention Centre, Johannesburg 21-23 June 2019

Company Name				<input type="checkbox"/> First time exhibitor
Banner Name (for shell scheme only)				
Contact Person		Mobile		
Address				
Telephone		VAT No.		
Email		Website		

Billing Details (If different to the above)

Company		Contact Person	
Telephone/Mobile		Email	
Invoice Address			

Stand Details

Stand Number		Open Sides	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
Package	Standard Cost	Dimensions	Total square metres	Amount		
<input type="checkbox"/> Space Only	USD 401.00	m x m	sqm	USD		
<input type="checkbox"/> Shell Package	USD 469.00	m x m	sqm	USD		
<input checked="" type="checkbox"/> Compulsory admin fee				USD 150		
1. VAT included in the per sqm rate 2. <u>Standard Payment Terms:</u> 3. 10% due on invoice, 40% due 7 months and 50% due 4 months prior to 2020 event 4. Contract Terms and Conditions apply – please request copy if not submitted initially				GRAND TOTAL	USD	

Additional Instructions

Salesperson

Space Only: floor-space only, no services
Shell Package: floor-space, carpets, shell scheme, company name on fascia, 1 x plug point, lighting, 1 x table and 2 x chairs per 9m²

This form must be signed by a Director or person authorized to purchase on behalf of the company **Space confirmed on behalf of dmg events.**

Full name of signatory		Full name of signatory	
Job Title		Job Title	
Signature		Signature	
Date		Date	

Please make payment **quoting your Invoice Number:**

Standard Bank

Account Details: DMG Exhibition Management Services (PTY) Ltd
 Account number: 090 557 760
 Type of Account Currency: USD
 Branch name: Sandton Branch
 Branch code: 9205 Swift address: SBZAZAJJ



TERMS AND CONDITIONS OF EXHIBITING

1. TERMS OF REFERENCE

The terms and conditions set out herein shall be read and construed together with the contract particulars to form the Contract between the Exhibitor and Organisers.

"**Contract**" shall mean the contract particulars;

"**Exhibitor**" shall include all employees, workers, agents of any company, partnership, firm or individual to whom space has been allocated for the purposes of exhibiting;

"**Exhibition**" shall mean the event/exhibition(s) referred to in the Contract overleaf;

"**Organisers**" shall mean the Organiser as specified in the Contract;

"**Terms and Conditions**" shall mean these terms and conditions of exhibiting; and

"**Force Majeure**" shall mean acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic; terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical or biological contamination or sonic boom any law or any action taken by a government or public authority including without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of building, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

2. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed contract form, which shall be submitted to the Organisers or their authorized representative(s), as notified, and once the Organisers receive the signed Contract and notifies the Exhibitor, this will constitute the Exhibitor's confirmation of participation and acceptance of the terms of contract. The Organisers, though not bound by this Contract to do so, will to the best of their ability attempt to meet the requirements of the Exhibitors. The Organisers, reserve the right to accept or refuse any Contract without disclosing the reasons to the Exhibitor. No Exhibitor may refuse the space which is allotted to him or cancel his participation. If the participation of a prospective Exhibitor cannot be accepted due to lack of available space, the prospective Exhibitor shall not be entitled to claim or receive any compensation, damages or any other relief.

3. ALLOCATION OF EXHIBITION SPACE

31 The Organisers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organisers reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor and, at the sole discretion of the Organisers, to alter the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The Exhibitor shall have no right to cancel his participation in the Exhibition or to claim compensation, damages or any other relief as a result of such changes.

32 If prior to the Exhibition the Exhibitor requests an alteration in the exhibition space it previously requested, the Exhibitor shall be liable to pay an amendment charge equivalent to 10% of the Contract value. The Organiser is under no obligation to accommodate such request and at all times reserves its rights under Clause 3.1 above.

4. USE OF EXHIBITION SPACE

41 Exhibitors are entitled to exhibit only the announced products or services and must man the stand or space with competent personnel during the opening times of the Exhibition. Any products or services exhibited without prior authorisation may be taken away or discontinued at the expense and risk of the Exhibitor. No change of items on display may be effected during the opening times of the Exhibition. Items may not be exhibited outside the limits of the space rented by the Exhibitor.

42 The Exhibitor is responsible for the cleaning of his stand(s) or space(s), both inside and outside Cleaning must not be carried out during the opening times of the Exhibition, other than in exceptional circumstances.

43 Failure to observe these regulations may result in the Organisers taking the steps they consider necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations.

44 The Organisers reserve the right to deny any visitor(s) admittance to the Exhibition as a whole or access to any particular stand(s) or space(s) or area(s) within it.

45 Exhibitors are not allowed to sublet or assign the stand(s) or space(s) allotted to them to other parties either wholly or in part without the written consent of the Organisers. Where such consent is given, each Exhibitor on a given stand or space will be jointly and severally liable under the terms of this Contract. A representative of each Exhibitor involved must sign this Contract.

46 Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition premises in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organisers.

5. PAYMENT OF PARTICIPATION FEES

(a) On signing the Contract, Exhibitors shall pay the deposit amount specified in the Contract.

(b) The balance of the fees shall be due and payable on the date specified in the Contract.

(c) Fees in respect of any and all additional facilities requested by the Exhibitor shall be paid to the Organiser in advance by the Exhibitor, without exception.

(d) Exhibitors may not remove the products and samples from their stand(s) or space(s) until all fees have been paid to the Organisers. Exhibitors may only remove the products and services from their stands(s) or space(s) during the authorized hours for doing so.

(e) Payments shall be remitted net of any bank charges to the bank details specified in the Contract.

(e) VAT

All payments to be made under these Terms and Conditions shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.

If the Organizers are required by ensuing legislation to make any such payments, the Exhibitor will pay to the Organizers such additional amounts as are necessary to ensure receipt by the Organizers of the full amount which Organizers would have received but for such levies.

These Terms and Conditions have price elements that are subject to VAT (value-added tax) under South African law. Where the transaction is with a South African business or a business with domiciled offices or a registered entity in South Africa, VAT is applied at the standard rate of 15% (fifteen percent). Where the transaction is with an entity not registered and domiciled in the Republic of South Africa, some elements of the whole supply are subject to VAT at zero rate (0%) and some elements are subject to VAT at the standard rate of 15% (fifteen percent).

Output VAT at the standard rate of 15% is levied on the

supply of goods or services in South African by a vendor in the course or furtherance of an enterprise carried on.

reason of delay or damage to the Exhibition venue.

6. TERMINATION OF THE CONTRACT

The Organisers may terminate this Contract if:

- (a) the Exhibitor fails to comply with the payment terms of the Contract or the Terms and Conditions. In the event of non-payment by the Exhibitor, the allotted space will be cancelled and any payment already made to the Organisers shall not be refunded; and
- (b) the Exhibitor gives written notice of his intention to withdraw, which the Organisers, in their discretion, may permit by written confirmation, subject to the payment of a percentage of their total contract price by the Exhibitor to the Organisers as consideration and compensation for release from this Contract as follows:

11 months prior to the exhibition. 10% of total fees payable
09 months prior to the exhibition. 40% of total fees payable
06 months prior to the exhibition. 75% of total fees payable
03 months prior to the exhibition. 100% of total fees payable

The withdrawal of the Exhibitor will cause the Organisers loss and further costs in reselling the stand and the Organisers are therefore entitled to charge these administration fees.

In the event that the Exhibitor fails to attend the exhibition for any reason, such Exhibitor shall be liable to the Organiser for the total participation fee in accordance with clause 5.

7. CANCELLATION OR CURTAILMENT OF THE SHOW BY ORGANISERS

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, due to a Force Majeure event and/or any reasons beyond the reasonable control of the Organisers and sponsors, or if for any reason the Organisers are unable to permit the Exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, the Organisers and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer.

8. CHANGES

The Organisers have the unfettered right to modify the duration of the Exhibition or the opening and closing times thereof. Exhibitors shall not be entitled to any claim, compensation, damages or any other relief in connection with such modifications.

9. STAND CONSTRUCTION & DECORATION

Exhibitors may decorate their stand(s) or space(s) in accordance with the relevant guidelines and instructions issued by the Organisers, but only after obtaining written approval from the Organisers by submitting detailed scaled plans in duplicate no less than 2 months before the Exhibition.

10. MOVEMENT OF EXHIBITS

- (a) Exhibitors shall bear the responsibility and expenses for the transport of exhibits to and from the Exhibition venue.
- (b) Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.
- (c) No article(s) or product(s) may be removed from the stand(s) or space(s) while the Exhibition is in progress, even if the said article has been sold (if applicable), unless prior written authorisation has been obtained from the Organisers.
- (d) Exhibitors shall remove all exhibits from the Exhibition venue within the period stipulated by the Organisers and shall indemnify the Organisers against any loss by

11. SECURITY

Exhibitors and their representatives should be present at their stand(s) or space(s) at all times during the opening hours of the Exhibition. They may not close their stand or space before the appointed time of closing.

12. FIRE REGULATIONS

The use of inflammable materials for stand or space decoration is prohibited unless such materials have been treated with a fire-retarding substance. All heating appliances should be mounted on fire-proof stands. All inflammable materials (such as empty boxes and packaging) should be removed immediately from the Exhibition venue and before the Exhibition opening times.

13. INSURANCE, LIABILITY AND RISKS

- (a) All Exhibitors shall indemnify and hold the Organisers and the venue owners harmless in respect of all costs, claims, damages, demands and expenses to which they may be subject as a result of any Exhibitors act, errors or omissions, negligence, loss or injury arising to any person(s) howsoever caused while the said person(s) are in, examining or passing the Exhibition stands or spaces, during the period of the Exhibition.
- (b) All Exhibitors shall indemnify and hold the Organisers and the venue owners harmless in respect of all costs, claims, damages, demands and expenses to which they may be subject as a result of cancellation, postponement or partial opening of the Exhibition.
- (c) The Organisers shall not accept any responsibility or liability in respect of any damage to or theft of the Exhibitors property/items and the Exhibitors shall indemnify and hold the Organisers harmless in respect of all costs, claims, damages, demands and expenses arising there from.
- (d) The Organisers shall not accept any liability whatsoever and the Exhibitors shall indemnify the Organisers against all and any such losses that the Exhibitors may incur as a result of the Exhibitors failure to be granted the appropriate visa for or entry authorisation to a particular Exhibition. This shall at all times remain the responsibility of the Exhibitors.
- (e) The Exhibitors must obtain all approvals, consents and licenses to enable the Exhibitors to legitimately exhibit and carry out their intended activities at the Exhibition.
- (f) The Exhibitors shall obtain all-risks insurance from an insurance company of good standing. In addition, all Exhibitors shall obtain third party liability insurance from a local insurance company of good standing to cover equipment and/or exhibits, whether or not such articles are their property. Furthermore should the Exhibitors be operating from their stand any sale of food or beverages it shall obtain the relevant liability insurance from a local insurance company of good standing in respect of any food and beverage storage and sale safety and hygiene requirements.
- (g) The Exhibitor shall produce certified copies of the insurances policies described hereunder at the request of the Organisers.

14. SUPPLEMENTARY CLAUSES

- (a) The Organisers shall have the right, in all circumstances, to issue supplementary regulations, in addition to these present Terms and Conditions, to ensure the smooth management of the Exhibition. Such instructions shall be considered to be an integral part of the terms of the Contract, provided that they are made available to the Exhibitors in writing. A failure to object to any breach of any clause herein, by the Organisers, shall not constitute an agreement for the modification or variation of these Terms and Conditions or the Contract or a waiver of any subsequent breach of such clause.
- (b) Any additional clauses, supplemental regulations or updated Terms and Conditions are available to read on

the official Exhibition website and we encourage the Exhibitors to check the updated Terms and Conditions frequently.

15. GENERAL CONDITIONS

- (a) The Organisers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes the regulations in any way, as determined in the sole discretion of the Organisers, and this without the Exhibitor having any claim for compensation, damages or any other relief or reimbursement for any or all financial commitments undertaken by such Exhibitor and still outstanding to the Organisers.
- (b) Exhibitors are bound by all and any regulations applicable to participants in fairs, shows and exhibitions in the Republic of South Africa and hereby confirm that they are familiar with such regulations.
- (c) The Organisers make no representations and give no warranties as to the success of the Exhibition, or in terms of the numbers or type of visitors or exhibitor attendance.

16. REGULATIONS

- (a) Exhibitors undertake to abide by all clauses whatsoever set forth by the Organisers herein or in any supplementary document(s). Such clauses are deemed incorporated and are in no way to be regarded as merely commentary. Any breach shall be adjudged in the Organisers sole discretion.
- (b) By their very participation in the Exhibition, the Exhibitor acknowledges the right of the Organisers, to jointly or separately take unilateral measures for the defence and protection of the interests of the Exhibition, and of all or some of the Exhibitors; as well as any other measures that the Organisers deem useful or necessary to ensure the security of the premises, the Exhibitors and the visitors.

17. CONSUMER PROTECTION ACT

- (a) If these Terms and Conditions (or any Contract governed by these Terms and Conditions) are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**Consumer Protection Act**"), it is not intended that any provision of these Terms and Conditions contravene any provision of the Consumer Protection Act. Therefore all provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- (b) No provision of these Terms and Conditions (or of any Contract governed by these Terms and Conditions):
 - (i) limits or exempts or purports to limit or exempt any liability (including, without limitation, for any loss directly or indirectly attributable to gross negligence or willful default) to the extent that the law does not allow such a limitation or exemption;
 - (ii) requires the Exhibitor to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
 - (iii) limits or excludes any warranties or obligations which are implied into these Terms and Conditions (or any Contract governed by these Terms and Conditions) by the Consumer Protection Act (to the extent applicable) or which are given under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

18. FORCE MAJEURE

The Organisers shall not be responsible for the loss of or damage to any property of the Exhibitor or any other person caused by theft, fire, defect in the Exhibition venue, storm, tempest, war, labour disputes, lockout, explosions, acts of god and general causes of Force Majeure (as defined), whether or not ejusdem generis within the Organisers control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if

the exhibition venue becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes, the Exhibitor shall hold the Organisers safe and harmless from all loss and damage and in no event shall the Exhibitor have any claim of damages compensation of any kind against the Organisers; and if it transpires that it is impossible to hold the Exhibition as scheduled due to any reason whatsoever, the already paid monies by the Exhibitor shall not be refunded unless the Organisers decide otherwise by refunding the payment after deducting their expenses.

19. NOTICE AND TIME OF THE ESSENCE

- (a) Any notice or other communication required to be given to the other under or in connection with this Contract shall be in writing and shall be delivered by hand at the address of the Parties set forth in the Contract particulars or to such other address provided in writing by the party to the other prior to the Exhibitions close, or if sent by recorded delivery (providing proof of postage or proof of delivery) or sent by facsimile or email to the other party's main fax number or email address as particularised in the Contract.
- (b) Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or on the (5th) fifth Business Day after posting if sent by recorded delivery or if sent by fax or email, on that Business Day provided it is sent before 5.00pm, otherwise at 9.00 am on the next business day. For the purpose of this clause Business Day shall mean a calendar day, except a Saturday, Sunday or a public holiday in the Republic of South Africa.
- (c) Time shall be of the essence in each and every provision of these Terms and Conditions and the Contract whereby something is required to be done on or by a specified day or within a specified period by the Exhibitor.

20. ENTIRE AGREEMENT

- (a) The Contract together with these Terms and Conditions, and the other documents referred to herein constitutes the entire agreement between the Organisers and Exhibitor and supersedes all prior agreements or negotiations in connection with the subject matter hereof.
- (b) No variation or waiver of any of the provisions of these Terms and Conditions or the Contract shall be binding unless in writing and signed by a duly authorised person of the Organisers and Exhibitor.

21. SEVERANCE

In the event that any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Organisers it may be severed from these Terms and Conditions and the remaining provisions shall remain in full force and effect unless the Organisers decide that the effect of such declaration is to defeat the original intention of the parties in which event the Organisers shall be entitled without liability to terminate the Terms and Conditions and the Contract by written notice to the Exhibitor.

22. WAIVER

The failure of either Party at any time to enforce any of the terms, provisions or conditions hereunder or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's rights thereafter.

23. INTERPRETATION

The headings of the clauses are inserted for convenience only and do not affect the construction of the agreement.

24. **AGENCY**

Nothing in these Terms and Conditions shall be construed as making the parties hereto partners or joint ventures or render either party hereto liable for any of the debts or obligations of the other party and the Exhibitor shall in no way be considered as being an agent or representative of the Organisers in any dealings which the Exhibitor may have with any third party and the Exhibitor shall not act for or make any representation on behalf of the Organisers.

25. **INDEMNITY**

The Exhibitor shall indemnify and keep indemnified the Organisers from and against any and all loss, damage, liability and legal fees and costs incurred by the Organisers arising from any act, neglect, omission or default of the Exhibitor its agents, employees, licensees or customers and/or any breach by the Exhibitor of its obligations under these Terms and Conditions and the Contract. Moreover the maximum Organisers liability to the Exhibitor in any event shall be limited to the fee paid to the Organiser by the Exhibitor.

26. **SERVICE CHARGE**

A service charge of 5% is included in the agreement for increased marketing and expanded venue arrangements.

27. **GOVERNING LAW**

These Terms and Conditions shall be interpreted and implemented in accordance with the laws of the Republic of South Africa and the parties consent to the jurisdiction of the High Court of South Africa.

Signed this _____ day of _____ 2019

at _____ (Venue)

Signed _____