

ANNEXURE A

TERMS AND CONDITIONS OF CONTRACT TO EXHIBIT

Requested stands are only confirmed once the Exhibitor has paid a deposit as negotiated and stipulated in the Contract to Exhibit as agreed per the invoice raised by Beeld Holiday Show. If the balance of payment stated on the invoice is not received by Beeld Holiday Show before Build-up, the Exhibitor will remain liable in terms of the payment schedule as detailed below and access to Build-up will be denied until payment is received in full.

1. CONSIDERATION AND PAYMENT

1.1

The consideration stipulated on the Contract to Exhibit will be payable strictly on the dates agreed, on invoice, failing which the full amount owing will become due without notice.

1.2

Notwithstanding anything to the contrary contained in this agreement, the consideration will be paid in full prior to commencement of the use period.

1.3

Payment of all amounts will be effected by the Exhibitor to Beeld Holiday Show at its address, free of deduction or exchange, and only receipt of such payments by Beeld Holiday Show will constitute valid discharge of indebtedness.

1.4

The Exhibitor will not for any reason be entitled to withhold payment of any portion of the consideration or any other amount payable in terms of this agreement. In the event of any query or dispute arising in regard to any invoice and/or statement rendered by Beeld Holiday Show, the Exhibitor will not be entitled to withhold payment, or any portion thereof, pending the resolution of such query or dispute. The Exhibitor will however be entitled to require that the amount in dispute be paid to Beeld Holiday Show's appointed attorneys, who will be required to hold such amount in an interest bearing account. The amount in dispute paid to such attorneys, together with all interest which accrues shall be paid by the attorneys, in accordance with the resolution of the dispute, and the interest shall accrue pro-rata to the amount in dispute. If the Exhibitor does not require the attorneys to hold such amount, Beeld Holiday Show will refund to the Exhibitor the amount found to be due, as soon as is practical after the dispute is resolved.

1.5

Interest shall accrue on all overdue amounts due by the exhibitor to the organiser, at 2% above the prime interest rate as published from time to time by Standard Bank, and as certified by any manager of Standard Bank, whose appointment it shall not be necessary to prove.

1.6 Invoices (and/or statements if applicable) rendered by Beeld Holiday Show will be deemed to be correct and prima facie proof of all details therein set out, unless challenged in writing by the Exhibitor within 72 (seventy two) hours of receipt of such invoices (and/or statements) by the Exhibitor. Beeld Holiday Show will be entitled to correct any errors and/or omissions which it finds necessary in its invoices and/or statements.

2. CANCELLATION

If Beeld Holiday Show is cancelled, for reasons other than breach by the Exhibitor, it shall refund to the Exhibitor all amounts paid by the Exhibitor.

In the event of Beeld Holiday Show agreeing to any request for release from the stand, the Exhibitor will be liable for all or part of the total costs stated in the Contract to Exhibit, on the following scale:

- Cancellation 271 days or more before exhibition: 15% of cost
- Cancellation 270-181 days before exhibition: 40% of cost
- Cancellation 180 – 121 days before exhibition: 60% of cost
- Cancellation 120 – 60 days before exhibition: 80% of cost
- Cancellation 60 days or less before exhibition: full cost

3. STAND PREPARATION

3.1

Beeld Holiday Show will be entitled to issue written directives from time to time regarding methods and materials of construction, stand layout, design and quality of installation and the Exhibitor will comply in good time with such directives as stipulated in the Exhibitor Manual.

3.2

Beeld Holiday Show will at all times be entitled to free and undisturbed access to the stand during preparation and use thereof by the Exhibitor.

3.3

If Beeld Holiday Show so directs in writing the Exhibitor will be obliged to use a contractor designated by Beeld Holiday Show for the purpose of preparing the stand and erecting the installation. If Beeld Holiday Show makes such designation then:

3.3.1

The Exhibitor will not be entitled to deviate from regulations as stipulated in the Exhibitor Manual.

3.3.2

Beeld Holiday Show will incur no liability or responsibility for the due and proper performance by the designated contractor of its obligations in terms of the contract concluded with the Exhibitor.

3.3.3

The contract concluded between the Exhibitor and the designated contractor will be subject to the prior written approval of Beeld Holiday Show.

3.4

In any event the stand will be prepared and the installation will be constructed to the standard at least equal to the general standard of the remaining stands rented by other exhibitors at the show.

3.5

After completion of the installation Beeld Holiday Show will be entitled to require the Exhibitor to make such additions or changes to the installation deemed necessary.

3.6

Ownership in and to the stand services will not pass to the Exhibitor nor will the Exhibitor enjoy any rights in respect of the services, except if specifically granted in terms hereof. Upon the termination of the show the Exhibitor will return the services to Beeld Holiday Show in good order and condition, fair wear and tear accepted. During the course of the show the exhibitor will maintain the services in good order and condition and will follow all Beeld Holiday Show's instructions from time to time with regard to the use and care thereof.

3.7

Beeld Holiday Show reserves the right to close off an Exhibitor's stand should the exhibit not be completed 2 hours prior to the opening of the show.

4. USE OF THE STAND

4.1

The Exhibitor will not use any form of visual or vocal apparatus on the stand which will cause annoyance or nuisance to other exhibitors or the landlord, or demonstrate any product which produces excessive noise.

4.2

The Exhibitor will only be entitled to distribute literature and printed matter from the stand and will not be entitled to distribute anywhere else at the show without Beeld Holiday Show's written consent.

4.3

The Exhibitor will not be entitled to cede, assign, transfer, make over, sublet or alienate the stand without Beeld Holiday Show's written consent.

4.4

The Exhibitor will keep the stand open and adequately staffed whenever the show is open to the public.

4.5

The nature of the services to be provided to the stand as a whole will be in the sole and absolute discretion of Beeld Holiday Show.

5. ATTENDANCE

Beeld Holiday Show does not warrant the number of persons expected to attend the show.

6. DISPUTES

Should any disputes arise between the parties, such dispute will be dealt with before an advocate of the Johannesburg Bar agreed on by the parties, and failing such agreement by an advocate nominated by the Bar council. The decision of the said Advocate in the proceedings shall be final and binding on the parties. All such proceedings shall be held in Johannesburg.

7. WARRANTIES

7.1

Beeld Holiday Show does not warrant that:

7.1.1

The stand is or will be suitable or fit for any purpose for which it may be used by the Exhibitor in terms hereof.

7.1.12

The Exhibitor will be granted or provided with any licences, consents, authorities, services or permits in respect of the stand which may be necessary to enable the Exhibitor to use the stand for any purpose for which it may be used by the Exhibitor in terms hereof.

8. EXCLUSION OF LIABILITY

8.1

Beeld Holiday Show will not be responsible for any direct, indirect or consequential loss or damage to the stand or other property of any kind brought into the show by the Exhibitor, its servants, employees, agents, contractors or invitees howsoever such loss or damage to the stand or property, or injury to such person may be caused and notwithstanding that such loss or damage to the stand or property, or injury to such person may have been occasioned by the fault, neglect or gross negligence of the invitees or by the show site being in or falling into a defective state of repair.

8.2

The Exhibitor hereby indemnifies Beeld Holiday Show against all and any actions, claims, demands, costs, charges or expenses arising or resulting directly or indirectly, from any act, omission or negligence by the Exhibitor, its servants, employees, agents, contractors or invitees, notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or in part by the fault, neglect or gross negligence by Beeld Holiday Show, its servants, employees, agents, contractors or invitees, or by the show site or any installation thereon being or falling into defective state of repair.

9. RIGHTS

9.1

Beeld Holiday Show reserves the right in its sole and absolute discretion to: Change the name of the exhibition, to more accurately reflect the exhibitor mix. Reschedule the dates should the agreed dates become unavailable for whatsoever reason. The Exhibitor agrees to be bound by such dates, provided the exhibition is held not later than 3 months after the original published dates.

9.2

Should Beeld Holiday Show consider this necessary, it may reduce or increase the stand area allocated to each exhibitor by not more than 20% and exhibitors agree to accept such varied stand size, provided they receive written notification not later than 3 months prior to the exhibition.

9.3

Beeld Holiday Show reserves the right in its sole and absolute discretion, should the venue become unusable for whatsoever reason, to relocate to a new venue in the best interests of the exhibition as a whole.

9.4

Whilst every effort will be made to meet the requirements of Exhibitors taking part in the exhibition, they reserve the right to make any alterations which they may consider necessary or to alter the positions of any of the facilities within the show, or to take any other steps considered necessary in connection with the show, in which event the Exhibitor will have no claim of whatsoever nature and kind arising from whatsoever cause against Beeld Holiday Show.

9.5

Beeld Holiday Show will do everything within their power to ensure that the location of the stand within the show is as agreed in the Contract to Exhibit.

9.6

Whilst Beeld Holiday Show will do everything in their power to ensure that access to and vacant possession of the stand is given to the Exhibitor for the purposes of preparation and use of the stand upon the build-up dates, such dates shall be variable in the discretion of the organisers to be compatible with the successful organisation of the show as a whole.

9.7

Beeld Holiday Show does not warrant that the stand is suitable for purposes intended by the Exhibitor or that the stand is or shall be in any particular condition or state of repair. The organiser acknowledges that he has satisfied himself that the stand is of a suitable condition and is suitable for the purpose intended.

10. GENERAL

10.1

No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by the parties hereto.

10.2

For the purposes of delivery of all notices and/or processes arising from or in connection with these terms and conditions, the Exhibitor chooses as its domicilium citandi ET executandi the address stated in the Contract to Exhibit.