

CAPE TOWN CYCLE TOUR EXPO 2019
Standard Terms and Conditions

1. DEFINITIONS

The following words shall have the meanings assigned to them as set out hereunder:

- 1.1. "Contract" means the contract for exhibit space entered into between the Organiser and the Exhibitor;
- 1.2. "Exhibit" means any article so described by the Exhibitor and permitted by the Organisers to be exhibited;
- 1.3. "Exhibitor" means any person or company or close corporation or any other legal entity to whom space at the Expo has been allotted under this contract and shall include staff, employees and agents;
- 1.4. "Organisers" means The Cape Town Cycle Tour Expo in any given year and/or Eddy Cassar Public Relations & Promotions or others appointed by them to organize the Expo together with their agents, contractors and staff;
- 1.5. "Products" means products and/or services as may be determined and permitted by the Organisers for exhibition at the Expo;
- 1.6. "Expo" means The Cape Town Cycle Tour Expo;
- 1.7. "Shell Scheme" means that part of the stand to be constructed by the Organisers for the Exhibitor conforming to the relevant specifications for its type as set out in the Exhibitor Manual.
- 1.8. "Stand" means the area hired by the Exhibitor and includes, unless inconsistent with the context, the Exhibitor's stand and all advertisements and signs attached thereto that are permitted;

2. INTERPRETATION

- 2.1 In this contract and the recitals, unless clearly inconsistent with or otherwise indicated by the context
 - 2.1.2 any reference to the singular includes the plural and vice versa;
 - 2.1.3 any reference to natural persons includes legal persons and vice versa; and
 - 2.1.4 any reference to a gender includes the other gender.

3. FORMATION OF CONTRACT

- 3.1 The formation of this contract is subject to –
 - 3.1.1 the availability of the stand(s) as requested on the application at the time of the receipt of the duly completed online application ; and
 - 3.1.2 the written approval by the Organisers in relation to the suitability of the products to be exhibited by the Exhibitor.
- 3.2 This contract shall, subject to the provisions of clause 3.1, be valid and binding upon the Exhibitor's receipt of invoice from the Organiser.

4. PAYMENT

- 4.1 The Exhibitor is required to pay a 50% deposit upon the Exhibitor's receipt of invoice and the additional 50% by the stipulated due date. If such payment agreement is breached –
 - 4.1.1 The Organiser reserves the right to cancel the contract after 48hours if payment is not received as stipulated terms.
 - 4.1.2 The Exhibitor will be liable for any legal and/or collection fees the Organisers' incur due to late or non-payment.
 - 4.1.3 Shall the Exhibitor choose to make a cash payment/ cash deposit; the Exhibitor will be liable for any transactional charges thereof.

5. ORGANISER'S OFFICES

- 5.1 The Organisers will have an office at the Exhibition venue and the Organiser's staff will be present to assist with any queries or problems that may be presented by Exhibitors.
- 5.2 The office will be open daily during the exhibition period.
- 5.3 The Organisers reserve the right to make any alterations which they may consider necessary or to alter the hours of admission or the position of any of the facilities or stands within the Expo or to take any other steps considered necessary in connection with the Expo in which event the Exhibitor shall have no claim of whatsoever nature arising from whatsoever cause against the Organiser.

6. FOOD & BEVERAGES

6.1 The Exhibitor shall not be allowed to sell nor distribute any food and beverages at the Expo.

6.2 Coca- Cola Peninsula Beverages reserves the right to be the **exclusive** non-alcoholic beverage partner at the Expo. Beverages include but are not limited to the following:

- Water (mineral and sparkling),
- Juices,
- Sodas
- Iced Tea,
- Shakes
- Energy drinks,
- Sport drinks,
- Coffee / Tea
- Sampling of gels or any other type of energy drinks / sports drink

6.3 Should any uncertainty arise in this regard, the Exhibitor shall make the necessary enquiries with the Organisers to obtain clarity or obtain the permission of the Organisers to exhibit such item as the case may be to avoid any disputes relating thereto before the commencement of the Expo.

PLEASE NOTE THAT EXHIBITORS WILL NOT BE ALLOWED TO USE ANY BRAND OF WATER/BEVERAGE IN ANY FORM OR SIZE FOR SAMPLING PURPOSES

7. TICKETS

The Organisers shall have the sole right of compiling and issuing all catalogues and the lists of exhibits and of issuing invitations and tickets of admission to the Exhibition.

8. EXHIBITS

8.1 The Organiser must approve all goods to be exhibited by the Exhibitor.

8.2 No mass sampling will be allowed at the Expo whatsoever.

8.3 Under NO circumstances will the Exhibitor be allowed to erect branding outside the Exhibitor's designated stand space.

8.4 The Exhibitor shall not be entitled to exhibit any goods which the Organisers have not permitted or

approved to be exhibited at the Show.

- 8.5 The Organiser reserves the right to remove all goods from the Exhibitor's stand which have not been permitted or approved by the Organisers.

9. ALLOCATION OF SPACE AND SITE

- 9.1 The Organisers shall be entitled to allocate space/ stands to the Exhibitor, as the Exhibitor's area, as the Organisers may choose.
- 9.2 The Organisers are to construct the stand for use by the Exhibitor in accordance with the Exhibitor Manual. Should any discrepancy arise in respect of the size of the Exhibitor's stand area the Exhibitor shall be bound by the actual size specified in the Application for an Exhibit.
- 9.3 Should the Organiser consider it necessary, it may reduce or increase the stand area allocated to each Exhibitor by not more than 10% and Exhibitors agree to accept such varied stand size, provided the Exhibitor receives written notification not later than 3 (three) months before the Show.

10. EXHIBITION PERIOD

- 10.1 The Exhibitor hires the Exhibitor's area for the period stipulated in the Application for an exhibit.
- 10.2 The Exhibitor shall –
- 10.2.1 ensure that throughout the exhibition the exhibit is kept open for viewing and staffed during the official open hours of the exhibition, which shall be specified by the Organisers.
 - 10.2.2 occupy the Exhibitor's area and complete the construction, if applicable, and preparation of the exhibit by not later than 20h00 on the day prior to the commencement of the exhibition;
 - 10.2.3 not remove the exhibit or any substantial part thereof, before the conclusion of the Exhibition.
- 10.3 **Should the Exhibitor** fail to comply with the provisions of clause 9.2 above, the Organisers shall impose a penalty against the Exhibitor for such failure at a cost of R5 000, 00 per day or part thereof and for as long as such failure continues.
- 10.4 The Exhibitor shall dismantle the exhibit and remove no earlier than Monday 11th March 2019.
- 10.5 The penalty fees due and payable in terms of clause 9.3 and 9.4 above shall be paid by the Exhibitor in cash or another acceptable manner upon demand by the Organiser.

11. DESIGN STANDS

- 11.1 The exhibit shall in its appearance and construction comply with standards for the exhibition as determined by the Organisers.
- 11.2 All proposed stand designs need to be submitted in 3D and drawn up/ designed by an official stand design company.
- 11.3 All exhibitors are required to be on-site by the time their stand building contractors arrive on-site. Organisers will not hand over access accreditation to third parties.
- 11.4 All design stand exhibitors must submit all the necessary documentation for Fire, Health & Safety requirements as per Event Manual.
- 11.5 The exhibit shall not include, display or use any materials or be deemed unsafe or undesirable by the Organisers.
- 11.6 Once designs have been submitted, the Exhibitor shall not make any alterations or additions to the stand without prior consent of the Organisers.

12. DUTIES OF THE EXHIBITOR

12.1 The Exhibitor shall –

- 12.1.1 at all times comply with all laws, statutes, ordinances, regulations and by-laws. In the event of the Exhibitor failing to comply, the Organisers will have the right to cancel the contract and if necessary instruct the Exhibitor to vacate the stand;
- 12.1.2 agree to observe all the terms and conditions of this contract made and entered into between the Exhibitor and the Organisers as well as the landlords of the land and buildings in which the Exhibition takes place.

12.2 The Exhibitor shall not –

- 12.2.1 in any way damage the floor, walls, ceiling, roof or any part of the structure of the buildings in which the Exhibition takes place. Any Exhibitor causing any such damage shall pay for such damage and hold the Organiser's indemnified against such damage;
- 12.2.2 interfere with or connect to any electrical, gas, steam, water or other fitting without the prior consent of the Organisers. The Organisers shall have the right to enter any stand to examine and repair or renew any electrical, gas, steam, water or other fittings;
- 12.2.3 use in the Exhibition area or on the property where the exhibition is held, any equipment, electrical or otherwise, which reproduces words or actions or performers or music without prior written consent of the Organisers;

12.2.4 claim whatsoever against the Organisers due to failure in providing facilities or services at the Exhibition.

12.3 The Exhibitor may only distribute printed matter from its own stand. The Exhibitor shall not paste or otherwise exhibit posters or advertisements upon any part of the building or property on which the Exhibition is held without prior written consent of the Organisers.

13. INDEMNITY

13.1 Each Exhibitor enters the exhibition venue at his own risk and is responsible for the safety of his own staff or any person under the authority of the Exhibitor, stand and its contents.

13.2 The Organisers, whilst taking every reasonable precaution, expressly decline any responsibility for loss or damage, resulting from any theft, burglary, accident or injury caused to the Exhibitor and its staff or any other person acting under the authority of the Exhibitor through any cause whatsoever arising, including but not limited to failure of any buildings or erections or any parts thereof.

13.3 The Exhibitor hereby indemnifies the Organisers against all and any claims, demands, costs, charges or expenses arising or resulting from any act, omission or negligence by the Exhibitor or any staff or any other person acting with the authority of the Exhibitor, notwithstanding that such claims, demands, costs, charges or expenses and actions, omission or negligence may have been occasioned in whole or part by the Organisers or its staff or by any buildings or erections upon the exhibition area being or falling into a defective state of repair.

13.4 The Organisers shall not be liable for any claims, demands, costs, charges or expenses whatsoever resulting from conditions beyond the control of the Organisers including but not limited to the following actions –

13.4.1 Acts of God, Government, Municipal or Police restrictions;

13.4.2 Continuing domestic or international problems such as wars, insurrections, strikes, fires, floods, power shortages; work stoppages;

13.4.3 Acts or omissions of landlords of the property on which the exhibition is held.

13.5 In the event that the Organiser postpones or abandons the exhibition either wholly or in part or in the event of the transfer of the exhibition to another location or in the event of failures or the service or facilities not resulting from any fault or negligence on the part of the Organisers, the Organisers may terminate this contract with the Exhibitor and shall not be liable for any loss or damage that the Exhibitor may suffer as a result thereof. The Organisers shall be entitled to retain all payments or part thereof made by the Exhibitor in terms of this contract as the Organisers in its discretion considers reasonable in the circumstances.

14. INSURANCE

Property damage/loss and Personal Injury

- 14.1 Each Exhibitor must insure himself against all potential risks that may occur in connection with the exhibition for the full duration of the show, including the build-up and break-down periods.
- 14.2 The Exhibitor shall ensure that all exhibition goods including but not limited to materials, furniture, equipment and personal effects are insured at its replacement value. The Organisers are not responsible for the insurance of the foregoing Exhibitor's goods.
- 14.3 The Exhibitor shall ensure that he obtains insurance against all or any loss and/or damage which he may suffer or liability which he may incur with regard to exhibit and display materials, furniture and equipment and personal effects.

Public liability

- 14.4 The Organisers require each Exhibitor to hold insurance cover for **Public Liability Indemnity**.
- 14.5 The Organiser may require from the Exhibitor to produce evidence that the necessary insurance is in place.

15. FIREARMS & DANGEROUS ARTICLES

- 15.1 The display and use of firearms including explosives are not permitted at the exhibition venue.
- 15.2 All firearms must be declared to security upon entering the gates of the exhibition venue.
- 15.3 The Exhibitor must obtain the permission of the Organisers to display any articles of a dangerous or inflammable nature, naked lights or flames.

16. SECURITY

- 16.1 The official security contractor appointed to the exhibition is the only security company permitted at the show venue.
- 16.2 The Organisers will provide 24-hour security from the beginning of the build-up period until the end of the breakdown period.
- 16.3 Exhibitors wishing to arrange additional security for their specific stands are required to contact the security contractor for a quote. At least 72 hours' notice in advance is required. Exhibitors are obliged to use the official security contractor. The security contractor details can be obtained from the Organisers.

16.4 Neither the Organisers nor the security operators at the exhibition venue can be held responsible for any loss or damage to the exhibitor's property, materials, furniture and equipment and personal effects used for exhibit and display.

16.5 The following security provisions will be in place during the periods mentioned below:

Build-up period:

The Organiser will provide overall security but not individual stand security. Exhibitors shall be responsible to keep a look out for trespassers. Insurance cover is essential and to have someone at the stand at all times.

Exhibition period:

Exhibition areas will be kept closed overnight and entrance prohibited to all, including exhibitors, from (20h00) every day until Exhibitor Access at (07h00) the following morning.

Breakdown period:

With the opening of exhibition areas for dismantling on breakdown day, security will be present during the breakdown period, but it is essential that the Exhibitor removes all portable and valuable items immediately. The Exhibitor must ensure that a staff member(s) or any other person authorized by the Exhibitor is present at the stand at all times whilst all items are being removed.

17. JURISDICTION

The Exhibitor and the Organisers consent and submit to the jurisdiction of the Magistrate's Court, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court to which jurisdiction the Exhibitor and the Organisers consent and submit to in respect of any dispute arising from or in connection with this contract.

18. SUBLETTING

No subletting of stands is allowed without the prior permission of the Organisers.

19. WHOLE AGREEMENT

19.1 This contract constitutes the whole agreement between the Exhibitor and the Organisers relating to the subject matter hereof. No amendment or consensual cancellation of this contract or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this contract and no settlement of any disputes arising under this contract and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this contract or of any agreement, bill of exchange or other document issued pursuant to or in terms of this contract shall be binding unless recorded in a written document signed by the Exhibitor and the Organisers. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

- 19.2 No extension of time or waiver or relaxation of any of the provisions or terms of this contract or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this contract, shall operate as an estoppel against the Exhibitor or the Organisers in respect of its rights under this contract, nor shall it operate so as to preclude them thereafter from exercising its rights strictly in accordance with this contract.
- 19.3 Neither the Exhibitor nor the Organisers shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

20. CESSION & ASSIGNMENT

The Exhibitor shall not be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from this contract to any third party without the prior written consent of the Organisers first being had and obtained.

21. DOMICILIUM

- 21.1 The Exhibitor chooses *domicilia citandi et executandi* as appears in Part I for all purposes in terms of this contract and as the address for any notices or court process required to be served upon them.
- 21.2 The Organisers chooses its registered office at 74 Geneva Drive, Camps Bay, Cape Town as *domicilia citandi et executandi* for all purposes in terms of this contract and as the address for any notices or court process required to be served upon them.
- 21.3 Any notice or communication required or permitted to be given in terms of this contract shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
- 21.4 Any notice or other communication given by the Exhibitor or the Organisers in terms of or arising from this contract shall be deemed to have been –
- 21.4.1 validly given only if delivered to or sent by pre-paid registered post to the *domicilium citandi et executandi* of the addressee thereof;
 - 21.4.2 received by the addressee thereof –
 - 21.4.2.1 if delivered by hand to its *domicilium citandi et executandi*, on the date of the delivery thereof;
 - 21.4.2.2 if sent by pre-paid registered post to his *domicilium citandi et executandi*, 5 (five) days after the date of the posting thereof; and
 - 21.4.2.3 if sent by e-mail to its chosen e-mail address, on the date of dispatch (unless the contrary is proved).

- 21.5 The Exhibitor and the Organisers may by notice change the physical and postal address chosen as its *domicilium citandi et executandi* to another physical and postal address in South Africa, or its e-mail address provided that the change shall become effective on the 8th (eighth) day after the deemed receipt of the notice by the addressee.
- 21.6 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by the Exhibitor or the Organisers shall be adequate written notice or communication to him notwithstanding that it was not sent to or delivered at his chosen *domicilium citandi et executandi*.