



EXHIBITION CONTRACT – IUFOST 2010 EXHIBITION

Company Name (for invoicing): _____
Company Reg Number: _____ **VAT Number:** _____
Exhibitor (exhibiting as): _____
Key Contact: _____
Telephone: _____ **Fax:** _____
E-mail: _____
Physical Address: _____ **Postal Address:** _____

 _____ Code: _____

STAND REQUIREMENTS

STAND DETAILS – IUFOST 2010 Exhibition	
Floor Space ONLY @ R 1800.00 per sq/m	
Shell Scheme stand @ R 2150.00 per sq/m	
Walk-On OPTIONS	
Stand Option 1 – 3 sq/m PACKAGE = R 7 500.00	
Stand Option 2 – 4 sq/m PACKAGE = R 9 950.00	
Stand Option 3 – 6 sq/m PACKAGE = R 13 950.00	
Stand Option 4 – 9 sq/m PACKAGE = R 19 950.00	
Package stand includes: fascia, table, 2 chairs & pamphlet stand	
EXTRAS – Price on Application	
Plumbing / Additional Electrics	
Please contact us re individually designed stands – Kagiso Solutions	
We are interested in advertising in the exhibition Show Guide	

COST TO EXHIBIT

IUFOST 2010 Exhibition			
STAND NUMBER/S			
DIMENSIONS OF STAND	m x	m =	m ²
RATE	R	/m ² x	m ² = R
TOTAL EXCLUDING VAT (14% VAT)			R
'early bird' DISCOUNT – 10% of total stand cost			
TOTAL CONTRACT VALUE INCLUDING VAT			R

PAYMENT TERMS & CONDITIONS

Proprietor: SAAFoST
Reg: 013-075 NPO
P.O. Box 4507, Durban, 4000 (South Africa)



IUFOST 2010 EXHIBITION – 23rd – 25th August 2010
Cape Town International Convention Centre

The exhibitor shall pay to SAAFoST:

A **deposit** of 25 % in the amount of R _____ by _____ / _____ / **2009**, to secure the hire of the specified stand.

Second payment of 25% in the amount of R _____ by _____ / _____ / **2009**

Third payment of 25% in the amount of R _____ by _____ / _____ / **2010**

Final payment of 25% due in the amount of R _____ by 29 / 05 / 2010

_____ (company name), would like to settle their account for the IUFOST 2010 Exhibition prior to July 2009, therefore qualifying for the '**early bird**' **10% discount**. If full payment is not received by **31 July 2009**, your contract will revert back to the full cost of your contract with SAAFoST for the 2010 IUFOST Exhibition.

All payments shall be made to **SAAFoST Exhibition 2010** directly and in South African currency (rands).

Direct bank deposits must be made into the following account –

Nedbank

Branch Code: 1232-09

Account Number: 1232142557

Account Name – SAAFoST Exhibition 2010

Cheques must be made payable to SAAFoST Exhibition 2010

SAAFoST reserves the right to adjust the specified area and/or relocate the area to a different position on the floorplan, or cancel the Contract in above.

CONTRACT TERMS & CONDITIONS (see full Terms & Conditions below – to be signed separately)

The exhibitor agrees to pay the total cost as indicated and within the time schedule set out. On receipt and acceptance of this Contract the organizers will issue an invoice. Receipt of a completed Contract with or without a deposit, does not guarantee exhibition space and the organizer reserves the right to allocate space in accordance with the best interest of the event. A cancellation policy applies and is laid out in the Terms and Conditions.

This Contract is to SAAFoST and is irrevocable and not provisional. Acceptance by the organizers of your signed offer creates a legally binding contract read together with the Organizer's standard Terms and Conditions and no other representations, warranties, particulars or variations, oral or in writing, shall be binding on the Organizers.

It is further agreed that the conditions, and rules and regulations in the exhibitor's manual will form a part of this agreement as if fully incorporated herein, and the exhibitor agrees to be bound by each and every one of such rules and regulations and any attachments thereto. Failure to attend, pay timeously or otherwise comply with Organiser's Standard Terms and Conditions or regulations can result in cancellation and payment of consequential damages.

The exhibitor further agrees to the jurisdiction of the Magistrate's Court in respect of any disputes that may arise from this contract or any other action that might be instituted.

ACCEPTANCE AND AGREEMENT TO CONTRACT TERMS BY THE EXHIBITOR:

EXHIBITOR'S SIGNATURE

PRINT Name of Signatory

Designation

Date

The Signatory hereto warrants his/her authority to sign this offer on behalf of the Exhibitor and agrees to the Organiser's attached Standard Terms & Conditions.

ACCEPTED BY THE ORGANISER:

SIGNATURE

Name of Signatory

The Signatory hereto warrants his authority to sign this offer on behalf of the Organiser

Please return to Upward Spiral – IUFOST 2010 Exhibition organisers (on behalf of SAAFoST)

Sue Gannon

Zoë Gannon

Cape Town –

Telephone: +27 21 423 5408

Johannesburg -

Telephone: +27 11 463 5781

Fax: 086 671 7532

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TERMS AND CONDITIONS OF EXHIBITING AT IUFOST 2010 EXHIBITION

Proprietor: SAAFoST

Reg: 013-075 NPO

P.O. Box 4507, Durban, 4000 (South Africa)



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1. PURPOSE OF THE STAND AND RESTRICTIONS

1.1 The stand shall only be used for displaying and demonstrating the products and/or services listed in the "Application to Exhibit" form. The said form must contain details of all companies or entities represented by the Exhibitor whose products are to be shown or whose services are to be referred to on the stand.

1.2 The exhibitor shall not sub-let, cede, assign or in any way dispose of, or alienate the stand, any portion thereof, or any of its rights granted under this agreement to any person, firm, or other legal entity unless agreed to in writing by the organizer.

1.3 The organiser shall be at liberty at its discretion to withdraw any consent previously given in terms hereof at any time and any consent given to any exhibitor shall not be deemed to apply to any other exhibitor.

2. CONTROLLING BODIES:

It is the responsibility of exhibitors to satisfy themselves that they are in compliance with all relevant fire, health, hygiene and /or safety acts, rules and/or regulations in force under controlling bodies where the event is held with regards to the exhibitor's stand construction, fittings and furnishing and for the activities which they intend to conduct at the exhibition. The exhibitor indemnifies and holds the organizer harmless in respect of any breach of the venue or event rules and regulations.

3. EXHIBITION MANUAL & OTHER EVENT NOTIFICATIONS

An exhibitor's manual will be issued to the Exhibitor containing information required for the planning of the Exhibitor's participation in the event. The exhibitor undertakes to abide by the arrangements, schedules, rules and regulations as set out in the Manual and submit all information required on or before the date stipulated by the organiser.

The Organizers will also issue directives from time to time dealing with the Event. Communication of the directives will be by post, fax or electronic transmission and the exhibitor undertakes to respond appropriately.

4. STAND STRUCTURE & SERVICES TO THE STAND

4.1 Shellscheme stands and fittings are on hire only and may not be tampered with.

4.2 The exhibitor shall submit for approval a detailed diagram of proposed custom stands and temporary structures, including construction details at least 20 days prior to the first day of the set-up. The stand structure is subject to the regulations and compliance of venue and local authorities including all fire, safety and health regulations.

4.3 No part of any stand may exceed 2.5m in height at any point without prior consent from organiser.

4.4 Exhibitor appointed Contractors: The exhibitor may appoint a contractor for interior work to a shellscheme stand or to build their own stand. Contractors are subject to all rules and regulations governing the event and require the organiser's written approval to work on-site.

4.5 Exhibitors may not deface any building structure or use it for any attachments and will be responsible for the cost of making good any damage caused.

4.6 Please refer to Exhibitor Manual in order to view the full specifications regarding your participation and stand building.

5. USE OF STAND, ACTIVITIES & CONDUCT AT EXHIBITION: Please refer to the Exhibitor Manual in order to view full parameters of activities and conduct for exhibiting.

6. CATERING : Full approval is to be obtained by both the venue and organizer regarding the issuing of food and refreshments. Where the venue has catering rights, all services must be arranged through the necessary parties and / or suitable compensation agreed upon.

7. EXHIBITION SCHEDULE AND ACCESS TO BRING AND REMOVE GOODS

7.1 The exhibitor will adhere to the exhibition schedule and arrangements and provide for the timely set-up and breakdown of its booth during the prescribed hours.

7.2 After conclusion of the exhibition, the exhibitor undertakes to remove all exhibits / fittings and stock along with all refuse within the time schedule set.

7.3 Please see notes in the Exhibitor Manual regarding special exhibits.

8. RIGHT OF ENTRY

8.1 The organizer and its representatives shall at all times have the right of entry to any stand.

8.2 The organizer reserves the right to refuse admission to any person(s) to the Event.

8.3 The organizer will have sole control over admission policies at all times as well as the charge of an entrance fee and the amount thereof.

8.4 The exhibitor shall be entitled to four official exhibitor identification badges for its personnel. Additional exhibitor badges may be purchased. Badges must be worn at all times by personnel in the exhibit hall. These badges are not transferable and remain the property of the Organiser.

9. SECURITY: The organizer will provide perimeter and internal security for the duration of the exhibition. The halls will be locked down at night with security monitoring the area.

10. INSURANCE AND INDEMNITY

Each Exhibitor and person or entity it contracts with to perform services for it, shall carry insurance covering liability for third party injury, personal injury, property damage and worker's compensation and shall protect, indemnify and hold harmless the Organisers and Venue owners, their officers, agents and employees, against all claims, losses, suits, damages, costs and expenses of every kind, resulting from or arising in connection with, the exhibitor's use or occupancy of the exhibit space (including construction and dismantling of stands or exhibits), its products or actions of its agents or employees. Irrespective of whether or not such claim arises during or after the holding of the exhibition.

11. ALLOCATION OF STANDS: The organizer reserves the right to allocate exhibition space in accordance with the best interest of the event. The organiser reserves the right to review and alter the stand layout plan and to re-allocate any stand that has been allocated in terms of this or any other stand lease agreement, without liability to the exhibitor or anyone else and irrespective of how any claim or demand may be derived.

12. CANCELLATION FEE: The organiser reserves the right in the event of cancellation of a booking or failure to make a payment on the due date (whether or not invoiced), to cancel or accept cancellation of the booking and to apply the following cancellation charges: Cancellation received six weeks more prior to the commencement of the event – 50% of the total cost. One month or less prior to the event, the full invoiced amount will be payable. The organizer reserves the right to re-sell the stand without any claim by the previous contract holder and without prejudice to its rights to recover damages from the exhibitor.

INITIAL PAGE: _____

13. EXHIBITORS LIABILITY

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- (i) The exhibitor shall not bring, or suffer to be brought onto the premises any goods, article or materials which may render the insurance of the premises against risk or loss or damage by fire either void or voidable, or which may increase the rate of premium payable in respect of such insurance beyond ordinary risk.
- (ii) The exhibitor shall not do, cause or suffer to be done, anything which, in the opinion of the Organiser, constitutes a nuisance or causes an infringement of any regulation or law or which may lead to possible forfeiture of, or endorsement of, any licence held by the Organiser or the Venue.
- (iii) The exhibitor shall not store or bring onto the premises inflammable substances or use any such inflammable substance or naked flame on the premises at any time.
- (iv) The exhibitor indemnifies the organiser and holds the organizer harmless against all claims of whatsoever nature and howsoever arising, including any act or omission on the part of the exhibitor and/or its employees and/or agents and/or visitors and irrespective of whether or not such act or omission is due to negligence on the part of the exhibitor and/or its employees and/or agents and/or visitors at or in connection with the exhibition and whether or not such claim arises at the premises before, during or after the holding of the exhibition.
- (v) The exhibitor shall be liable for all loss or damage caused by it (and/or its employees and/or agents and /or visitors) to the venue, the stand structure and/or goods or property of the organiser or other person, company or firm or legal entity.

14. LIMITATION OF THE ORGANISER'S LIABILITY

- (i) The organizer shall under no circumstances be liable for any loss or damage which is suffered by the exhibitor, its employees, agents, servants, customers, clients or visitors, including but not limited to damage as a result of fire, theft, injury, accident, flood, crowds, riot, the actions or omissions of other exhibitors, defects in the structure of the stand or in the venue, or from insufficient lighting or ventilation or resulting from leakage from, or breaking of, any water pipe or communication, fitting or appliance.
- (ii) The exhibitor is liable for and holds the organizer harmless against all risk in and to property brought onto the venue by the exhibitor, its employees, agents, servants, customers, clients or visitors, including property not owned by the exhibitor.
- (iii) The exhibitor agrees and undertakes to take out such policies of insurance as may be necessary to cover any loss or other damage to it and/or for which it may be held liable.
- (iv) The organizer shall not be responsible for any loss or damage it may suffer in the event of the exhibition having to be closed during the whole period of the exhibition or any part(s) thereof and in such event the organiser shall not be liable to refund to the exhibitor any monies or portion thereof.

The limitation of the organiser's liability as aforesaid shall apply irrespective of whether such damage is sustained before, during or after the exhibition and irrespective of whether the act or omission complained of occurs inside or outside the venue.

15. POSTPONEMENT / CANCELLATION OF EXHIBITION

In the event of the Exhibition being cancelled, postponed or abandoned due to causes beyond the control of the Organizers, whether *ejusdem generis* or not, the Organizers may, entirely at their discretion, repay any fees paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such fee, and shall be under no liability to the Exhibitor in respect of any damages, actions, claims, losses, costs or expenses whatsoever.

Where the organizer agrees to repay fees, the organiser's limit of liability to the exhibitor will be the space cost paid, irrespective of other costs incurred by the exhibitor.

16. ORGANISER'S REPRESENTATIVES: The organizer shall be represented by an exhibition Manager, or anybody else authorized by it in writing, and all powers vested in the organizer under the terms of the agreement shall be exercised by any or all of these persons.

17. REGULATIONS AND BREACH

(i) Regulations:

The exhibitor agrees that the organiser shall have the unfettered right, notwithstanding anything herein contained to make Regulations providing for the orderly and proper conduct of the exhibition and such Regulations shall be of the same force and effect as if inserted herein.

(ii) Breach by exhibitor:

In the event of the organizer in its sole and absolute discretion, deciding that a breach of this agreement or of any of the regulations made hereunder has occurred which might or would jeopardise the proper functioning of the exhibition or that any exhibition activity is unlawful, obscene or against public morals, it shall have the right without prejudice to any other remedy, to stop the exhibitor from continuing such activity or from exhibiting its goods, or any portion thereof, and shall have the right to barricade the stand and thus prevent the exhibitor from having access thereto, without liability for payment or damages.

Notwithstanding anything to the contrary herein contained, should the exhibitor commit a breach of any term or condition of this agreement or of any regulation made in terms hereof, the organiser shall have the right to cancel this agreement immediately. In such event the exhibitor shall remain liable for payment of all amounts which were owed to the organiser at date of such cancellation and also for all damages suffered by the organiser due to, or arising out of, the aforesaid breach and/or consequent cancellation of this agreement.

(iv) If exhibition space is not occupied by the time set for completion of installation of displays, such space may be re-possessed by the organizer for such purposes as it may see fit.

(v) Failure to comply with Event rules, event schedules or requests for required information regarding the exhibitors stand or stand structures, exhibitor's personnel, or exhibitor's activities, will be grounds for cancellation of the exhibitor's participation and in such event the organizers may resell such exhibition space without further obligation to the exhibitor and without refund of any monies already been paid.

18. NOTICES: For the purpose of delivery of all notices and/or processes arising from or in connection with this contract, the exhibitor chooses as its domicilium citandi et executandi the address stated in the exhibitor's Contract or at the organisers option the registered office of the exhibitor or delivered to the exhibitor's stand during the exhibition. Notification in the form of email or fax shall also be deemed as a delivery.

EXHIBITOR'S SIGNATURE

PRINT Name of Signatory

Designation

Date

The Signatory hereto warrants his/her authority to sign this offer on behalf of the Exhibitor and agrees to the Organiser's Terms & Conditions as laid out above.

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