

# MERCURY WINE WEEK 2018

## STANDARD TERMS AND CONDITIONS OF CONTRACT

1 In these Conditions the following words shall have the meanings set out hereunder:

- (i) **"Exhibition"** – The exhibition stipulated in the Organiser's "Contract to Exhibit"
  - (ii) **"Organiser"** – Conker Exhibitions (Pty) Ltd
  - (iii) **"Exhibitor"** – as stipulated in the Contract to Exhibit
  - (iv) **"Exhibit"** – the area hired by the Exhibitor and includes, unless inconsistent with the context the Exhibitor's stand and all advertisements and signs attached thereto.
- 2 (i) The Organiser shall be entitled to allocate to the Exhibitor as the Exhibitor's area such portion of the Exhibition area as the Organiser may choose unless the Exhibitor has booked and paid the deposit for a specific area in advance.
- (ii) If the Exhibitor's area is of a size different from the size set out in the Booking Form, the Exhibitor shall be bound by the actual area provided such actual area is not greater or smaller by more than 20% than the area set out in the Booking Form and provided further that in the event of the area being smaller or larger than the area set out in such Application, the contract price shall be decreased or increased in proportion to such difference;
  - (iii) **The Organiser reserves the right to change the position allocated to any Exhibitor after such allotment, should circumstances render it necessary.**
- 3 (i) The Exhibitor hires the Exhibitor's area for the period stipulated in the "Contract to Exhibit".
- (ii) **Throughout the period of the Exhibition, the Exhibitor shall keep the Exhibit open, manned and staffed during the official open hours of the Exhibition which shall be specified by the Organiser.**
  - (iii) The Exhibitor shall occupy the Exhibitor's area and complete construction and preparation of the Exhibit by no later than 16h00 on 30 August 2018.
  - (iv) The Exhibitor shall not remove the Exhibit or any substantial part thereof, before conclusion of the Exhibition.
  - (v) The Exhibitor shall dismantle the Exhibit and remove such Exhibit by 11h00 the day following the last day of the Expo.
  - (vi) Failing such removal, the Organiser reserves the right to remove the Exhibit and store the Exhibit, or any part thereof, at the Exhibitor's expense;
  - (vii) **In the event of the Exhibitor acting in breach of sub-clause (i), (ii), (v) and (vi) above, the Exhibitor will be liable for a penalty of R 1000.00 for each day or part thereof for which such breach continues.**
- 4 (i) The Exhibit shall in its appearance and construction comply with standards for the Exhibition determined by the Organiser.
- (ii) The Exhibit shall not include display or use any materials or components which the Organiser in its discretion deems unsafe or undesirable.
  - (iii) The Organiser shall, in its discretion, be entitled to instruct the Exhibitor to execute all changes to the Exhibit which it regards as necessary to comply with (i) and (ii) above. In the event of the Exhibitor failing to comply with such instructions, the Organiser shall be entitled to execute such alterations and to hold the Exhibitor liable for the cost incurred thereby;
  - (iv) The Exhibitor shall not make any alterations or additions to the Exhibit without prior written consent of the Organiser.
- 5 (i) Vendors must adhere to Environmental & Health Laws & City By Laws regarding preparing & distributing foodstuffs.
- (ii) The Exhibitor agrees to observe all terms and conditions of the Agreements or Agreements between the Organiser and the landlords of the land and buildings in which the Exhibition takes place;
  - (iii) The Exhibitor shall not, 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 indemnified against such damage;
  - (iv) Gas will be allowed only with the prior written consent of the Organisers.
  - (v) The Exhibitor shall not have or permit on the Exhibit explosives or articles of a dangerous, objectionable or inflammable nature, or naked lights or flames.
  - (vi) The Exhibitor shall not use in the Exhibition Hall 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 Organiser.
  - (vii) The Exhibitor may only distribute printed matter from its own Exhibit. 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 Organiser.
  - (viii) The Organiser 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.
  - (ix) The Exhibitor will only be allowed to sell products stated in application forms, this must be adhered to strictly.
  - (x) The Organiser shall have the right to reserve admission of any persons to the Exhibition Hall and the property where the Exhibitions is held, and shall have the right to expel such persons from the Exhibition such persons from the Exhibition, as it in the exercise of its discretion regards as undesirable or objectionable.
- 6 (i) All goods brought to the Exhibition by the Exhibitor are at the Exhibitor's sole risk;
- (ii) The Organiser shall not be responsible to the Exhibitor or its servants or agents or employees or any other person for any loss resulting from accident, injury or damage caused to the Exhibitor or its servants or agents, from whatsoever cause arising, including but not limited to failure of any buildings or erections or any part thereof;

- (iii) The Exhibitor hereby indemnifies the Organiser against all and any claims, demands, costs, charges or expenses arising or resulting from any act, omission or negligence by the Exhibitor any servant or agent of the Exhibitor, or any person acting under the Exhibitor, notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or part by the fault or neglect of the Organiser or its servants or agents, or by any buildings or erections upon the Exhibition area being or falling into a defective state of repair.
  - (iv) If before the commencement of the exhibition, the Organiser is unable to hold the Exhibition as a result of God viz. Major or casus fortuitous, and/or is forced to cancel the exhibition for circumstances beyond its control, and/or for any reason whatever to cancel the exhibition, then the Organiser shall be obliged to repay the Exhibitor all amounts paid to in respect of the Exhibition. Other than a claim for re-payment in terms of this clause, the exhibitor shall have no claims of whatsoever nature against the Organiser, and indemnifies the organiser accordingly.
  - (v) The Organiser shall not be liable for any claims, demands, costs charges or expenses whatsoever resulting from conditions beyond the control of the Organiser including, but not limited to acts of God, Government, Municipal or Police restrictions, continuing domestics or international problems such as wars, insurrections, strikes, fires, floods and work stoppages, acts or omissions of landlords of the property on which the Exhibition is held.
- 7 The Exhibitor shall not, without prior written consent of the Organiser, cede assign, transfer or burden any of the rights in terms of this Agreement, or sub-let or grant permission or occupation of the whole or any part of the Exhibit to any person whatsoever.
- 8 In event of the Exhibitor committing any act of insolvency Act No 24 of 1936 as amended, or in the event of the Exhibitor being placed under provisional or final sequestration/liquidation or provisional or final judicial management order, or in the event of the Exhibitor failing to comply with any obligations under this Agreement, the Organiser shall be entitled, without prejudice to its rights, to claim damages to retain all payments already made by the Exhibitor.
- 9 (i) These terms and conditions, together with the "Exhibitor's Contract" constitute the whole and only agreement between the parties, and no warranties or representations which may or might have preceded or induced the offer or agreement or which are not recorded herein or in the Application for Exhibit, shall be valid or of force or effect whatsoever.
- (ii) No variation of this Agreement shall be binding unless reduced to writing and signed by or on behalf of both the Exhibitor and the Organiser;
  - (iii) No relaxation or indulgence which the Organiser may grant to the Exhibitor shall in any way prejudice the Organiser or be deemed to be a waiver by the Organiser of its right hereunder, or notation of the Agreement of and parts thereof.
- 10 The Exhibitor chooses the address set out in the "Contract to Exhibit" for any Exhibit as his domicilium citandi et executandi for all purposes.
- 11 EXHIBITORS WILL BE FINED:**  
Stands incomplete by opening time will be fined R 1000.00 and subsequently fined a further R 1000.00 if the exhibitor breakdowns their stand prior to the time given for breakdown on the Friday evening (i.e. 20h30). Stands that open late will be fined a further R 500.00 per day. The public have complained that they are faced with closed stands prior to the official closing time of the show.
- 12 Encroachment of any rails, stands, tables and any other display units into the aisles will not be allowed as this causes congestion. Exhibitors will be fined R 1000.00 should they choose to ignore this condition.
- 13 The Organiser does not take responsibility for any theft whatsoever, be it cash, merchandise etc on your stand or anywhere in the venue. All exhibitors are responsible for taking out their own insurance.**
- 14 (i) Deposit is due immediately on receipt of invoice and the balance by 30<sup>th</sup> July 2018. If your deposit has not been received within 14 days of date of invoice your booking will be cancelled.
- (ii) Upon signature of this contract it becomes a legal and binding document. Conker Exhibitions reserves the right in the event of you cancelling this contract to apply the following cancellation charges. Cancellation received 1 (one) month or more prior to the show: 50% of the total cost. 1 (one) month or less prior to the show: the full amount will be due. The Exhibitor agrees to the jurisdiction of the Magistrates Court.
- 15 I hereby agree that I have on behalf of my company, agreed to participate in the **2018 Mercury Wine Week** as per the details hereon.
- 16 This contract constitutes the entire contract between the parties and that no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether express implied have been made by any of the parties or on their behalf unless reduced to writing and signed by or on behalf of the parties hereto.

