

Please register my company's participation at the CTICC All Sport Expo

We agree to abide by the standard TERMS & CONDITIONS and surety clause of the contract with the Cape Town International Convention Centre

In terms of the Consumer Protection Act 68 of 2008, please tick where applicable:

Net asset value less than R2 million

Annual turnover exceeds R2 million

Annual turnover is less than R2 million

EXHIBITOR/SPONSOR DETAILS

Company

(Pty) Ltd, CC, Trust, Partnership, Sole Prop

VAT No.

Reg. No. / ID No.

Physical Address

Street No.

Street name

Suburb

City

Postal Code

Postal Address

Street No.

Street name

Suburb

City

Postal Code

Contact Person

First Name

Surname

Tel No. +

Fax No. +

Cell No. +

Email

Accounts Contact

Accounts Tel No. +

Email

Visitor Catalogue Name

PLEASE INDICATE YOUR SECTOR

Sector Name

Date of Issued Contract

Name

PAYMENT TERMS

25% Payment		
50% Payment		
Total Balance Due		

SPECIAL NOTES

SOCIAL MEDIA HANDLES

Facebook

Instagram

STAND DETAILS AND COSTS

Venue: CTICC	Name:			Stand Size	Additional Information
Stand Dimension	Cost / sq.	X	SQM	Total m ²	Stand No:
Standard Package					
Space Only Package					
Other:	Less 10%		Early Bird Disc.		
Sponsorship Item					
SUBTOTAL					
VAT					
TOTAL AMOUNT DUE					

PHOTOGRAPHY CONSENT

The CTICC uses photographs of exhibitions hosted in publicity material and for marketing purposes. This includes, but is not limited to, social media, sales brochures, presentations, corporate reports and advertising material. By marking "Yes" below, you grant the CTICC express permission to photograph and/or utilise photographs from your stand.

Yes

No

SIGNED FOR BY THE EXHIBITOR / SPONSOR

Signature _____

Date of Signature

The signatory warrants his / her authority to sign this contract on behalf of the entity, warrants that he / she has read, fully understood and considers the entity bound by the TERMS & CONDITIONS attached.

Name

Job Title

OFFICE USE ONLY

Signature _____

Date of Signature

Signed for by the organiser

Name

Job Title

EXHIBITION AGREEMENT Terms And Conditions

1. INTERPRETATION

- In the Agreement, unless the context otherwise indicates:
- 1.1 "Agreement" means the Schedule, these Terms and Conditions and the Exhibitor's Manual;
 - 1.2 "Certificate of Compliance" means a certificate prepared by an electrician/ electrical contractor who is registered with the Electrical Conformance Board of South Africa, confirming that the electrical installations in the Stand comply with the applicable legislation;
 - 1.3 "Commencement Date" means the date of commencement of the Exhibition;
 - 1.4 "Convention Centre" means the Cape Town International Convention Centre, located at the corner of Walter Sisulu Avenue and FW de Klerk Boulevard, Foreshore, Cape Town and any extended areas;
 - 1.5 "CTICC" means Cape Town International Convention Centre State Owned Company Limited (RF);
 - 1.6 "Custom Built Stand" means a Stand to be constructed, erected and installed by the Selected Stand Contractor;
 - 1.7 "Days" means ordinary days, including Saturdays, Sundays and South African public or national holidays, unless the context indicates otherwise;
 - 1.8 "Enhancements" means any modifications and/or enhancements made by the Exhibitor or its Selected Stand Contractor to a Stand (other than a Custom-Built Stand);
 - 1.9 "Exhibition" means the exhibition organised by the CTICC at the Convention Centre;
 - 1.10 "Exhibition Area" means the specific areas and facilities to be utilised by the Exhibitor, during the Exhibition, as identified in the Schedule;
 - 1.11 "Exhibition Charge" means the amount specified in the Schedule that is payable by the Exhibitor to the CTICC as consideration for the hire of the Stand for the Exhibition Period;
 - 1.12 "Exhibition Period" means the period during which the Stand shall be hired by the Exhibitor as specified in the Schedule;
 - 1.13 "Exhibitor" means the party indicated in the Schedule who is hiring the Stand/s from the CTICC;
 - 1.14 "Exhibitor's Manual" means the manual provided by the CTICC to the Exhibitor prior to the Exhibition;
 - 1.15 "Flame Retardant Certificate" means a certificate confirming that the Stand and the materials in the Exhibition Area are safe, in accordance with the applicable legislation and regulations;
 - 1.16 "Hazardous Substance" means any substance or article which, in the opinion of the CTICC or any person designated by CTICC, may create a risk of fire, explosion or the release of noxious gases, or cause damage to the Convention Centre or its contents, or may create any risk to the health and safety of occupants of the Convention Centre or surrounding areas;
 - 1.17 "Juristic Person" means, for the purposes of this agreement, a public or private company, close corporation, trust, partnership, association or other body of persons;
 - 1.18 "Official Stand Contractor" means the contractor appointed by the Organiser to erect all Stands other than Custom-Built Stands;
 - 1.19 "Organiser" means the organiser of the Exhibition, which may be used interchangeably with "CTICC" throughout the Agreement;
 - 1.20 "Prime Rate" means the prime interest rate charged by the CTICC's bankers on overdrawn current accounts from time to time, calculated daily and compounded monthly in arrears as certified (in the case of a dispute as to the rate so payable) by any manager of any branch of the bank whose authority, designation and appointment it shall not be necessary to prove;
 - 1.21 "Schedule" means the schedule to which these Terms and Conditions are annexed;
 - 1.22 "Selected Stand Contractor" means a contractor appointed by the Exhibitor to construct, erect and install its Custom-Built Stand or to effect Enhancements to the Exhibitor's Stand;
 - 1.23 "Stand" means the exhibition stand constructed, erected and installed by the Organiser which the Exhibitor shall use for the displaying and/or demonstrating of products and/or services as permitted in terms of the Agreement. "Stand" shall include "Custom-Built Stand" as and when the context indicates;
 - 1.24 "Structural Engineering Certificate" means a certificate prepared by a qualified structural engineer confirming that the Stand is safe, in accordance with the applicable legislation;
 - 1.25 "Surety" means the signatory to the Agreement acting for and on behalf of the Exhibitor in the event of the Exhibitor being a Juristic Person;
 - 1.26 "Total Charges" means the Exhibition Charge and additional charges and costs due to the CTICC in terms of the Agreement;
 - 1.27 "VAT" means Value Added Tax payable in terms of the VAT Act 89 of 1991.
 - 1.28 "Venue" means the specific venue / auditorium at the Convention Centre, which will be utilised for the hosting of the Exhibition.

2. EXHIBITOR'S STAND

- 2.1 The Organiser shall provide the Exhibitor with a Stand for the Exhibition unless the Exhibitor expressly requests a Custom-Built Stand in the Schedule.
- 2.2 The Selected Stand Contractor shall be required to erect the Custom-Built Stand or Enhancements in accordance with the Exhibitor's Manual. The CTICC does not warrant that the Exhibition Area is suitable or fit for the purpose for which the Exhibitor or its Selected Stand Contractor wishes to erect its Custom-Built Stand or Enhancements and the Exhibitor acknowledges the suitability of the Exhibition Area in this regard.
- 2.3 The CTICC shall have free and undisturbed access to the Stand at all times prior to and during the Exhibition. The CTICC shall be entitled to issue directives verbally or in writing insofar as the Stand may not comply with the specifications contained in the Exhibitor's Manual or otherwise. The Exhibitor shall comply timeously with any directives provided by the CTICC.
- 2.4 The agreement concluded between the Exhibitor and the Selected Stand Builder shall be subject to the CTICC's prior written approval.
- 2.5 Should the Selected Stand Builder fail to erect the Custom-Built Stand or the Enhancements in accordance with the Exhibitor's Manual or the CTICC's directives timeously, or should the Exhibitor fail to maintain the appearance of its Stand during the course of the Exhibition, the CTICC shall be entitled to cancel the Agreement without further notice to the Exhibitor and to close the Stand, at its sole discretion, and to revoke the Exhibitor's access to the Exhibition. The Exhibitor shall not be entitled to a refund of the Exhibition Charge or any additional costs already paid to the CTICC should the Agreement be cancelled in terms of this clause.
- 2.6 Whereas the CTICC shall endeavour to allocate to the Exhibitor the Stand and Exhibition Area as described in the Schedule, the CTICC reserves the right to relocate the Stand at its sole discretion upon providing the Exhibitor, and the Selected Stand Builder as the case may be, with reasonable notice of the relocation. The CTICC shall in no way be held liable in the event that an Exhibitor is required to relocate its Stand.
- 2.7 The Exhibitor shall enjoy no rights to the Stand or the shell scheme, save as provided for herein and ownership of the shell scheme shall not pass to the Exhibitor.

3. ADDITIONAL CHARGES

- 3.1 The Exhibitor shall be liable for all additional charges incurred by the CTICC at the Exhibitor's request or where obligatory in connection with the Exhibition and/or the Exhibitor's occupation of the Exhibition Area, including, but not limited to, costs in respect of:
 - 3.1.1 Compressed air, gas connections, water consumed, plumbing connections, parking and porter services;
 - 3.1.2 Audio-visual equipment and services required for the Stand, telephony, data transmission or access services, facsimile and photocopy charges;
 - 3.1.3 Stand catering and entertainment;
 - 3.1.4 In respect of Custom-Built Stands or Enhancements, the fees related to the appointing of a structural engineer, as well as the obtaining of a Structural Engineering Certificate;
 - 3.1.5 Cost of all staff or personnel provided by or on behalf of the CTICC for the use of the Exhibitor on their Stand;
 - 3.1.6 All goods and services procured at the special instance and request of the Exhibitor from third parties, shall, unless otherwise agreed between the parties in writing, be provided by or on behalf of the CTICC and paid by the Exhibitor to the CTICC on demand and in addition to the Exhibition Charge; and
 - 3.1.7 Including VAT on all costs.
- 3.2 Any additional charges incurred which have not been paid for by the Exhibitor in accordance with clause 4 below, shall be treated on a "cash on delivery" basis.
- 3.3 Where the Exhibitor is permitted to provide its own goods and/or services in relation to the Exhibition as agreed in writing, the CTICC reserves the right to impose a charge (corkage fee) to the Exhibitor in respect of such goods and/or services provided or supplied by the Exhibitor.
- 3.4 The Exhibitor shall consult with the CTICC in relation to any services required in respect of the Exhibition and the estimated costs thereof at least 3 (three) months prior to the Commencement Date unless the CTICC determines otherwise.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing between the CTICC and the Exhibitor, the Exhibitor shall make all payments in terms of the Agreement to the CTICC on the dates contemplated in clause 4.3, notwithstanding that an invoice may not have been received. All amounts due and not received by the CTICC timeously shall bear interest at the Prime Rate plus 2%. All payments made by the Exhibitor are non-refundable save as provided for in clauses 4.5 and 13.4.

- 4.2 All amounts owing to the CTICC in terms of the Agreement shall be paid to the CTICC in the manner and at the place stipulated by the CTICC from time to time, together with VAT thereon. Unless otherwise stated, all amounts indicated in the Agreement are indicated exclusive of VAT. No credit card payments will be accepted in respect of amounts due which exceed R50,000.00.
- 4.3 Unless otherwise stated in the Agreement, the following payments shall be made in respect of the Total Charges on or before the following dates:
- 4.3.1 Should the Agreement be concluded in excess of 4 (four) months prior to the Exhibition:
- 4.3.1.1 25% of the Total Charges on signing of the contract;
- 4.3.1.2 50% of the Total Charges no later than 3 (three) months before the commencement of the Exhibition Period; and
- 4.3.1.3 The balance of the Total charges by no later than 1 (one) month before the commencement of the Exhibition Period.
- 4.3.2 Should the Agreement be concluded within 4 (four) months of the Exhibition:
- 4.3.2.1 50% of the Total Charges on signature of the Agreement; and
- 4.3.2.2 The balance of the Total Charges by no later than 1 (one) month before the commencement of the Exhibition Period.
- 4.4 In the event that the provisions of clause 4.3 cannot be applied, the payment of all relevant amounts shall be as provided for in the Agreement and the Total Charges shall be paid by no later than the 30 (thirty) days before the Commencement Date unless otherwise stated and stipulated on the invoice sent.
- 4.5 The CTICC shall, in its sole discretion and to the extent possible, be entitled to apply the amount referred to in clause 4.3 to satisfy any amounts due to the CTICC by the Exhibitor in terms of the Agreement or otherwise. The CTICC shall refund any surplus to the Exhibitor as soon as it is satisfied that the Exhibitor has fulfilled all its obligations and commitments to the CTICC. If the actual amount owing by the Exhibitor to the CTICC, in respect of the additional charges or otherwise incurred on behalf of the Exhibitor in terms hereof, exceeds the amount held by the CTICC in terms of 4.3 and 4.4, the CTICC will send the Exhibitor a supplementary invoice for the balance owing, which amount shall be payable on demand.
- 4.6 Should the Exhibitor fail to make any payment due to the CTICC on or before the dates contemplated herein or in the Schedule, the CTICC shall be entitled, without prejudice to any of its other rights or remedies in law or in terms hereof, without any further notice of default:
- 4.6.1 To cancel the Agreement and to retain, as pre-estimated damages, any payments already made by the Exhibitor to the CTICC, without prejudice to the CTICC's right to claim any additional damages where appropriate; and
- 4.6.2 To appoint a third party to recover any monies owed by the Exhibitor to the CTICC, and the Exhibitor shall be liable for all such costs incurred by the CTICC and/or levied or charged by the third party, including any extra-judicial costs, legal fees and costs (including collection commission) on the scale of attorney and own client.
- 4.7 Subject to clause 13, the Total Charges shall be due and payable by the Exhibitor notwithstanding that the Exhibitor may not, for whatever reason, make use of the Exhibition Area or any part thereof.
- 5. USE OF THE STAND**
- 5.1 The Exhibitor's use of the Stand shall only be used for displaying and demonstrating the products and/or services listed in the Schedule.
- 5.2 The Exhibitor shall not, without the prior written consent of the CTICC, be entitled to use any audio and/or visual apparatus that may cause a nuisance to other exhibitors or negatively affect the successful hosting of the Exhibition.
- 5.3 The Exhibitor and its representatives, suppliers, contractors and/or employees shall not be entitled to distribute any material at the Exhibition other than at its Stand, unless expressly permitted by the Exhibitor's Manual.
- 5.4 The Exhibitor and its representatives, suppliers, contractors and/or employees shall under no circumstances be entitled to display or distribute any material or wear any clothing which is offensive, discriminatory, inappropriate or of a political nature.
- 5.5 The Exhibitor shall ensure that the Stand is adequately staffed at all times during the Exhibition and shall not be entitled to commence with breakdown of the Stand prior to the times stipulated in the Exhibitor's Manual.
- 5.6 The Exhibitor is to ensure that its representatives, suppliers, contractors and employees comply with the applicable terms of the Occupational Health and Safety Act 85 of 1993. Stand sharing is strictly prohibited unless prior written approval is obtained from the Organiser.
- 5.7 The Exhibitor shall not be entitled to cede, assign, transfer, delegate or alienate any of its rights and obligations, as the case may be, in this Agreement without the prior written consent of the CTICC. This includes the right to sub-let the Stand, or any portion thereof, to a third party.
- 5.8 Should the Exhibitor and/or its representatives, suppliers, contractors and/or employees breach the terms of this clause 5, the CTICC shall, in its sole discretion:
- 5.8.1 Issue a verbal or written directive requiring immediate compliance and rectification thereof, failing which, the CTICC shall be entitled to cancel the Agreement without further notice to the Exhibitor and to close the Stand and to revoke the Exhibitor's access to the Exhibition, alternatively to eject certain individuals from the Exhibition; or
- 5.8.2 In the event of the breach being of a material nature, immediately cancel the Agreement without further notice to the Exhibitor, close the Stand and revoke the Exhibitor's access to the Exhibition, alternatively eject certain individuals from the Exhibition.
- 5.9 The Organiser reserves the right, should any portion of the Exhibition Area remain unoccupied on the Commencement Date, or should any space be forfeited due to failure by an Exhibitor to make payment in full of the Total Charges, to allocate such space to any other exhibitor, or use such space in any other manner the Organiser deems necessary. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the Total Charges should the Organiser not resell the space.
- 6. FITTING OUT AND VACATING**
- 6.1 The fitting out and vacating of the Exhibition Area shall be done in accordance with the Exhibitor's Manual.
- 6.2 Unless the prior written approval of the CTICC has been obtained, no alterations shall be effected to the Exhibition Area, nor shall the Exhibitor affix anything, cut, break open, drill or drive nails into floors, walls, ceilings, pillars, partitions, windows and other structures or fixtures in and around the Convention Centre.
- 6.3 Any and all work required to be carried out in the Exhibition Area for the temporary connection of, inter alia, electricity, compressed air, water, drainage, gas, waste gas removal and for temporary connection to the central aerial system shall be undertaken exclusively by the Official Stand Builder or the Selected Stand Builder. The Exhibitor shall, in the first instance, be liable for all costs incurred pursuant to the foregoing, notwithstanding that the work may have been carried out for the benefit of or on behalf of any other exhibitor or participant.
- 6.4 At the end of the Exhibition Period and in accordance with the Exhibitor's Manual, the Exhibitor shall vacate and deliver the Exhibition Area to the Organiser in the same good condition as it was made available to the Exhibitor.
- 6.5 The CTICC shall be entitled, at all times, without prejudice to its rights in law to repair, at the sole expense of the Exhibitor, anything installed, damaged, removed or altered in contravention of the provisions of the Agreement, without being obliged to give the Exhibitor an opportunity to remedy, as time is of the essence in completing same.
- 6.6 If the Exhibitor fails to vacate and deliver the Exhibition Area on the date designated for vacation or delivery or if delivery or vacation is not made to the satisfaction of the CTICC, the CTICC shall be entitled to take any and all remedial steps necessary and all costs incurred, including legal costs on an attorney and client scale, will be for the account of the Exhibitor.
- 6.7 If the Exhibitor and/or its representatives, suppliers, contractors and/or employees fail to vacate the Exhibition Area by the time specified in the Exhibitor's Manual, the CTICC shall be entitled to recover any damages from the Exhibitor that the CTICC may suffer as a consequence of the Exhibitor's failure to vacate timeously.
- 6.8 The CTICC accepts no responsibility for the safekeeping of any property left in the Convention Centre at the expiry of the Exhibition Period. The Exhibitor will ensure that none of its property is left in the Venue at the expiry of the Exhibition Period and advise the CTICC, in writing within six hours after the expiry of the Exhibition Period, of any items left at the Convention Centre.
- 6.9 If the CTICC collects or stores any property, it accepts no liability for safekeeping thereof, it being at the risk of the Exhibitor and the Exhibitor shall be liable to pay the CTICC's reasonable charges for removing and/or storing such property.
- 7. AUTHORITIES, PERMISSIONS AND LICENCES**
- 7.1 The Exhibitor shall be responsible for and confirms and warrants that it is and will, at all relevant times, be in possession of all necessary authorities' permissions and licences for all aspects of the Exhibition, the fitting-out of the Exhibition Area and any activities connected with the Exhibition, save to the extent that the Organiser has undertaken to provide such permissions and licences in the Exhibitor's Manual.
- 7.2 The Exhibitor indemnifies the CTICC against any and all amounts, including penalties and fines, which the CTICC may become liable to pay to any authority as a result of the Exhibitor's failure to comply with clause 7.1.
- 7.3 Should the Exhibitor be required to submit any certificates to the Organiser, as provided for in the Exhibitor's Manual, and fail to submit such certificates timeously, the following penalties shall apply:

- 7.3.1 10% of the Exhibition Charge if certificates are submitted less than 1 (one) hour after the deadline;
- 7.3.2 20% of the Exhibition Charge if certificates are submitted between 1 (one) hour and 2 (two) hours after the deadline;
- 7.3.3 100% of the Exhibition Charge if certificates are submitted more than 2 (two) hours after the deadline.

8. LIABILITY

- 8.1 The CTICC, its officers, employees, agents and/or contractors, will not be responsible for any injury, loss, damage or costs of any nature whatsoever (including, but not limited to, the costs of legal action) suffered by the Exhibitor and/or its representatives, suppliers, contractors and/or employees arising out of any cause whatsoever, save where such injury, loss, damage or costs arises out of the gross negligence or wilful default of the CTICC.
- 8.2 The CTICC shall not be liable for the acts or omissions of any third party contractor contracted for the Exhibitor at the Exhibitor's request and on behalf of the Exhibitor, including but not limited to entertainers.
- 8.3 The CTICC shall not be responsible for the safekeeping, storage, use or otherwise of any property brought into the Convention Centre. Property belonging to the Exhibitor or third parties shall be brought into and removed from the Convention Centre at own risk and the Exhibitor indemnifies the CTICC and holds it harmless against any and all claims, losses or damages that may be suffered by any person in relation hereto. Such property will not be insured by the CTICC.
- 8.4 The Exhibitor shall always remain liable to the CTICC for the payment of any and all outstanding costs and charges incurred in respect of or attributable to it or its representatives, suppliers, contractors and/or employees, notwithstanding the manner in which payment is made. In addition, the Exhibitor shall be liable for all penalties, losses or damages charged, levied or claimed by any authority, service provider or third party in respect of or attributable to the Exhibitor and/or its representatives, suppliers, contractors and/or employees, which amounts shall be paid by the Exhibitor to the CTICC on demand.
- 8.5 The Exhibitor acknowledges that given the layout of the Convention Centre and Exhibition Area, it is not possible for the CTICC to provide adequate security to protect the Exhibitor's merchandise and other property.
- 8.6 The Exhibitor assumes all risk of loss of its merchandise, fixtures, displays and any other property located in the Convention Centre, including the Exhibition Area, storage or any other area where access has been provided to the Exhibitor and where such loss results from theft, vandalism and/or any other damage caused by any agent, employee or any other person at the Convention Centre. Furthermore, the Exhibitor acknowledges that security personnel are provided by the CTICC as a service and that the CTICC makes no representations regarding the adequacy of such security measures. The CTICC recommends that the Exhibitor consults its own insurance representatives to obtain appropriate insurance cover for the assets.
- 8.7 The Exhibitor shall be responsible for any damage of whatsoever nature caused to the Exhibition Area and any areas made available to the Exhibitor during the Exhibition Period, or damage to or loss of the any fixtures, furnishings, utensils and equipment therein or to any other property of the Convention Centre, by any act, default or neglect of the Exhibitor or its representatives, suppliers, contractors and/or employees, and the Exhibitor shall pay to the CTICC, on demand, the amount required to make good or remedy such damage or loss.

9. INDEMNITY AGAINST CLAIMS BY THIRD PARTIES

- 9.1 The Exhibitor hereby declares and warrants in favour of the CTICC that the conclusion of the Agreement and the content, material, exhibits or make-up of the Stand or the Exhibitor's listing and logo do not infringe the rights of third parties.
- 9.2 The Exhibitor warrants that it will not intentionally infringe any intellectual property rights of other exhibitors or third parties during the Exhibition Period.
- 9.3 The Exhibitor hereby indemnifies the CTICC and holds it harmless against any and all claims and costs that may be made against the CTICC by any third party whomsoever (including, without limiting the generality of the foregoing) arising out of or in connection with the Exhibition and the Exhibitor's use of the Exhibition Area, except to the extent that such claims and costs are caused by the gross negligence or wilful default of the CTICC.

10. INSURANCE

The Exhibitor must maintain adequate insurance in respect of any loss or damage caused to any of its property, howsoever occurring, brought into the Convention Centre. In addition thereto, the Exhibitor is to insure against costs and expenses which it may incur as a result of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part for whatsoever reason.

11. VIS MAJOR AND THE CTICC'S ANCILLIARY RIGHTS

- 11.1 The CTICC may postpone or cancel any Exhibition and terminate the Agreement in the event of any acts of vis major arising, including but not limited to, fire, shortage of labour, strikes, lockouts, industrial unrest and acts of God.
- 11.2 Should the Venue be damaged, but nevertheless remain substantially useable in the sole discretion of the CTICC, then the Agreement shall not terminate, but the Exhibitor shall be entitled to a refund pro rata, of the consideration paid, having regard to the extent to which the Exhibitor is deprived of full beneficial use and enjoyment of the Exhibition Area.
- 11.3 Although the CTICC recognises all relevant labour legislation, it is not responsible for any industrial action that may impact on an Exhibition.
- 11.4 Whilst the CTICC will take all reasonable steps to ensure that the Exhibition is held on the dates and at the Venue/s specified in the Schedule, it reserves its rights to reschedule or relocate the Exhibition in the best interests of the Exhibition as a whole. The CTICC shall not be liable whatsoever for any such rescheduling or relocation.
- 11.5 The CTICC does not guarantee the number of attendees at the Exhibition and provides no warranties in this regard.

12. EXCLUSIVE SERVICES

12.1 CATERING

- 12.1.1 Unless otherwise agreed in writing between the parties, the CTICC and/or its designate has exclusive right and responsibility for all catering within the Convention Centre.
- 12.1.2 The Exhibitor shall not be entitled to sell, arrange or procure the sale or dissemination of food, refreshments and/or beverages, unless authorised in writing by the CTICC on such terms as may be stipulated by the CTICC.
- 12.1.3 Food and/or refreshments required for purposes of the Exhibition shall be supplied exclusively by the CTICC and/or an entity nominated by the CTICC. The Exhibitor shall not purchase any food or refreshments from third parties, unless the prior written consent of the CTICC has been obtained and on such terms as may be stipulated by the CTICC and required licences have been submitted to the CTICC.
- 12.1.4 The CTICC reserves the right to leverage a service or corkage charge for any food and beverages brought into the Convention Centre with the consent of the CTICC, the determination of which shall be entirely at the CTICC's discretion.
- 12.1.5 The CTICC shall not be obliged to provide public catering services or to continue the provision of public catering services should the CTICC determine that the attendance numbers at an Exhibition do not warrant such service or the continuation of such service.
- 12.1.6 Any beverage order arriving on-site without the required authorisation or payment will be removed and stored by the CTICC (at the cost of the Exhibitor) until such time as the necessary approval is granted and the relevant fees have been paid.
- 12.1.7 The Exhibitor may request approval to showcase and offer tastings to visitors. Such requests may be charged a standard plating fee. Full payment of plating charged is required prior to the food (whether it be pre-made or raw ingredients) arriving on-site. Should this rule be disregarded, authorisation to showcase such dishes may be retracted.

12.2 ELECTRONIC COMMUNICATION SERVICES

- 12.2.1 Unless otherwise agreed in writing between the parties, the CTICC and/or its designate has exclusive right and responsibility for the provision of electronic communication services (including Wi-Fi and any other form of electronic communication service or access) within the Convention Centre.
- 12.2.2 The Exhibitor shall not be entitled to introduce, provide or arrange electronic communication services or access, unless authorised in writing by the CTICC on such terms as may be stipulated by the CTICC.
- 12.2.3 The Exhibitor shall not purchase any electronic communication services, from third parties, unless the prior written consent of the CTICC has been obtained and on such terms as may be stipulated by the CTICC and until the required licences have been submitted to the CTICC.

12.3 PLUMBING SERVICES

- 12.3.1 Unless otherwise agreed in writing between the parties, the CTICC and/or its designate has exclusive right and responsibility for the plumbing services within the Convention Centre.
- 12.3.2 The Exhibitor shall not be entitled to introduce, provide or arrange plumbing services or access, unless authorised in writing by the CTICC and on such terms as may be stipulated by the CTICC.

12.4 WASTE REMOVAL SERVICES

- 12.4.1 Unless otherwise agreed in writing between the parties, the CTICC and/or its designate has exclusive right and responsibility for the provision of waste removal services within the Convention Centre.
- 12.4.2 The Exhibitor shall not be entitled to introduce, provide or arrange waste removal services or access, unless authorised in writing by the CTICC and on such terms as may be stipulated by the CTICC.

13. BREACH AND TERMINATION

- 13.1 Subject to the other provisions of the Agreement, in the event that:
 - 13.1.1 The Exhibitor decides to cancel for any given reason, the Exhibitor will be responsible for the full value stipulated on the contract.
 - 13.1.2 The Exhibitor fails to pay, or guarantee, any amount payable to the CTICC on or before the dates contemplated herein or in the Schedule, or fails to comply, despite written demand, with one or more provisions of the Agreement, all of which are regarded as material;
 - 13.1.3 The Exhibitor is placed into liquidation, is sequestrated (whether provisionally or finally) or placed under business rescue;
 - 13.1.4 The Exhibitor's goods or property are attached or removed under judicial process; or
 - 13.1.5 The Exhibitor commits, causes or allows any breaches or any impending breach of the peace;
 - 13.1.6 Then, the CTICC shall, without prejudice to its rights at law or in terms hereof, be entitled to cancel the Agreement and retain any and all amounts paid to the CTICC as pre-estimated liquidated damages.
- 13.2 Should the Exhibitor fail to remedy any breach capable of being remedied within 5 (five) days of written demand, and without any further notice to the Exhibitor and without recourse to the courts and without thereby waiving its right to hold the Exhibitor liable for any loss or damages suffered and/or to demand specific performance or further compliance with terms of the Agreement, then the CTICC shall be entitled to cancel this Agreement.
- 13.3 Notwithstanding the provisions of clauses 13.1 and 13.2 above and without prejudice to the CTICC's rights in terms thereof, in law or otherwise as provided for herein, if written notice of cancellation is received by the CTICC from the Exhibitor and such cancellation is accepted by the CTICC, then, the Exhibitor shall still be liable to pay the Total Charges.
- 13.4 The Exhibitor shall be liable and hereby agrees to pay to the CTICC or its legal representatives on demand all tracing fees, legal costs on an attorney and own client scale and collection commissions payable by the CTICC in respect of any action or proceedings which may be instituted against the Exhibitor in terms of or arising out of this Agreement, including payment of any amounts due to the CTICC.

14. JOINT AND SEVERAL LIABILITY

- 14.1 If the Exhibitor is made up of more than one person/entity, those persons/entities will be jointly and severally liable to the CTICC in terms of the agreement.
- 14.2 It is the Exhibitor's responsibility to ensure all parties referred to in clause 14.1 are familiar with and comply with the information contained in the Agreement. They shall be responsible for ensuring that they, or any of their appointed agents, do not contravene any of the terms and conditions of the Agreement.

15. SURETYSHIP

The Surety hereby binds himself/herself as surety and co-principal debtor in solidum, jointly and severally with the Exhibitor ("Principal Debtor") for the due and proper fulfilment of all the obligations of, and for the punctual payment of all sums which are or may become due by, the Exhibitor to the CTICC ("the Creditor") under this Agreement.

16. JURISDICTION

The law of the Republic of South Africa shall apply to this Agreement and any other agreements concluded between the parties pursuant hereto and to the resulting legal relationship. Without limiting the CTICC's right to proceed in any Magistrates' Court having jurisdiction, the parties hereby submit to the jurisdiction of the Western Cape High Court, Cape Town, in respect of any disputes which may arise between the parties.

17. VARIATION

No addition to or variation, consensual cancellation or novation of the Agreement and no waiver of any right arising from the Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the CTICC and by or on behalf of the Exhibitor.

18. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by the CTICC to the Exhibitor in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from the Agreement, and no single or partial exercise of any right by any party under the Agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from the Agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

19. SEVERABILITY

Save to the extent contemplated herein, the parties hereto acknowledge and agree that each phrase, sentence, paragraph and clause of the Agreement is severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped automatically and if in terms of any judgment or order, any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless continue to be of full force and effect.

20. NOTICES AND DOMICILIA

- 20.1 Any notice pursuant hereto may be served personally or sent by facsimile or email to the addresses stipulated on the Schedule.
- 20.2 Such notice shall be deemed to have been duly given:
 - 20.2.1 On delivery, if delivered personally or by courier to the parties' physical address;
 - 20.2.2 On the date of transmission, if sent to the parties' facsimile number or email.
- 20.3 Notwithstanding anything to the contrary contained or implied in the Agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile or email, shall be adequate written notice or communication to such party.

21. WHOLE AGREEMENT

The Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out therein are binding on the parties.