

TERMS & CONDITIONS OF CONTRACT TO EXHIBIT WITH REED EXHIBITIONS (PTY) LTD AND NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, NUMBER 68 OF 2008 AND THE REGULATIONS THERETO AS AMENDED FROM TIME TO TIME ("CPA")

1.	TERMS AND CONDITIONS
1.1	Whilst the organiser shall take all reasonable steps to ensure that the location of the space or stand within the event is as agreed in the Contract to Exhibit , which incorporates these Terms and Conditions (together this Agreement), the organiser shall have the right to relocate the space or stand at its discretion and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a relocation.
1.2	Whilst the organiser will take all reasonable steps to ensure that access to and vacant possession of the space or stand is given to the exhibitor for the purpose of preparation and use of the space or stand upon the dates agreed in this Agreement, such dates shall, in the discretion of the organiser, be variable so as to be compatible with the successful organisation of the event as a whole. The organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a delay.
1.3	The organiser does not warrant that the space or stand is suitable or fit for the purpose intended by the exhibitor or that the stand shall be in any particular condition or state of repair. The exhibitor acknowledges that it has satisfied itself that the space or stand is suitable for the purpose intended.
1.4	The organiser reserves the right, in its sole and absolute discretion, to relocate the event to another venue in the best interests of the event as a whole. The organiser shall not be held liable for any loss or damage of whatsoever cause and howsoever arising in the event of relocation.
1.5	Should the dates become unsuitable for whatsoever reason, the organiser reserves the right, in its sole and absolute discretion, to reschedule the dates and times to more advantageous dates and times for the success of the event as a whole and the exhibitor agrees to be bound by such dates and times. The organiser shall not be held liable for any loss or damage of whatsoever cause and howsoever arising in the event of a rescheduling.
1.6	The organiser does not guarantee the number of persons expected to attend the event and gives no warranties in this regard.
1.7	The exhibitor shall attend all event meetings convened by the organiser. If the exhibitor fails to attend any such meetings or fails to comply with any directives issued by the organiser at such meetings, the organiser shall not be liable to the exhibitor for any loss or prejudice suffered by that exhibitor as a result thereof.
1.8	The exhibitor is required to complete its own directory entry, if applicable, on the event website. The exhibitor warrants that the names, logos, art work and other content provided to the organiser by the exhibitor on the event website, or in the official catalogue or other directory or on site at the event, will not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. The exhibitor agrees to indemnify the organiser and keep it fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by it by reason of any breach of the above warranty.
1.9	Stands, exhibits or features at the event may not be photographed, drawn, copied or reproduced without the written permission of the organiser. The organiser reserves the right to take photographs, films, videos, or other recordings of exhibitors' stands, their representatives and their products, displayed at the event for the purposes of promoting the event and future events for exploitation in any and all media whether now known or hereafter devised. Unless otherwise agreed to in writing, the exhibitor hereby consents to its voice and likeness and that of its employees and representatives being used, (as stated above) without compensation and hereby releases the organiser from any liability on account of such usage.
1.10	The exhibitor hereby warrants that its products and any content provided by the exhibitor have not been copied from any other exhibitor or other third party and that the exhibitor does not knowingly infringe any intellectual property rights of another exhibitor or other third party, including but not limited to any and all rights in copyright, design right, patents, trade marks relating to any product which is exhibited in any form whatsoever at the event. The exhibitor shall fully indemnify the organiser for any breach of such warranty.
1.11	The parties agree that the rule of interpretation to construe contract terms against the drafter, namely the <i>contra proferentem</i> rule shall not be applicable.
1.12	This Agreement shall apply to all services rendered by organiser to the exhibitor to the complete exclusion of any other terms and conditions whether oral or in writing.
1.13	The headings in this Agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.
1.14	The Contract to Exhibit shall form an integral part of this Agreement.
2.	CONSIDERATION AND PAYMENT
2.1	The service charge and other consideration recorded on the exhibitor's Contract to Exhibit are for the provision of space or space and stand as specified and are exclusive of VAT. All amounts due shall be payable strictly in accordance with the payment terms in the Contract to Exhibit . In the event that the exhibitor does not pay on due date, the full amount owing shall automatically become due and payable without notice. Value Added Services (such as registration fees, insurance, internet listing, delegate places, use of meeting rooms, sponsorship arrangements and other additional services shall be paid in full at the date of ordering and, in the event of cancellation or variation, no refund will be given.
2.2	The consideration payable by the exhibitor shall be paid without deferment, free of exchange and without any deduction or set-off of whatsoever nature.
2.3	The exhibitor acknowledges that:
2.3.1	all payments made to the organiser shall only be deemed to have been received by the organiser when the money is actually received and/or delivered to the organiser and all risk in and relating to such payments shall lie with the exhibitor until date of receipt or delivery to the organiser;
2.3.2	payments made directly into the organiser's bank account shall be at the exhibitor's risk until confirmed as cleared funds by the organiser's bankers; and
2.3.3	unless otherwise specifically directed in writing by an authorised representative of the organiser, no third party is authorised to accept any payment due by the exhibitor on behalf of the organiser.
2.3.4	MasterCard, Visa, AMEX and Diners credit cards will be accepted.
2.3.5	In the event of credit card payments being made by utilizing either VISA or MASTERCARD, a surcharge of 2.7% on the amount to be paid will be charged. This rate will be applicable to both onsite as well as online credit card payments.
2.3.6	In the event of credit card payments being made by utilizing either the Diners Club or American Express, a surcharge of 4% on the amount to be paid will be charged. This rate will be applicable to both onsite as well as online credit card payments.
2.3.7	Once payment has been made by credit card, such payment will be construed as consent to the charges as listed above
2.4	In the event of any amount not being paid by the exhibitor to the organiser on due date, the organiser will have the right, in addition to and without prejudice to any of the organiser's other rights or remedies in law:
2.4.1	to charge interest at the rate of 17 % per year or the maximum interest permissible in law (prorated on a month by month basis), compounded monthly from due date of payment until payment is received in full, including payment for all costs and expenses (including legal costs on an attorney own client scale) incurred by the organiser in connection with the recovery of any payment due to it by the exhibitor; and
2.4.2	to claim all other amounts owed by the exhibitor to the organiser which shall forthwith become due and payable.
2.5	The organiser shall, in its sole and absolute discretion be entitled to appropriate any and all payments made by the exhibitor towards the payment of any debt or obligation of whatsoever nature owed by the exhibitor to the organiser, irrespective of when or how such obligation or debt arose.
2.6	A certificate signed by a director of the organiser as to the amount owing to the organiser by the exhibitor at any time shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever and shall constitute prima facie proof of its contents and of the amount owing by the exhibitor to the organiser.
2.7	Should the exhibitor want to cancel their participation at the event – a Letter of Cancellation must be sent to the organiser by recorded delivery. The organiser will not accept a cancellation if the exhibitor has not given written notification and the organiser shall not be obliged to accept or agree to a cancellation (save to the extent that the CPA provides otherwise if the CPA is applicable). In the event of the exhibitor wanting to decrease the amount of space to be utilised at the event, the following terms and conditions shall apply:
2.7.1	The amount of space by which the initial agreement and space is to be reduced to, will be dealt with in terms of the organiser's cancellation policy as stated in terms of clause 2.8 and 2.9 and 2.10 below, this will necessitate the exhibitor to still send the required cancellation letter as stated below for the purposes of reducing the initial space allocated to the exhibitor. Therefore, and as an illustration of the above, should the exhibitor wish to reduce the space from 100 square meters to 80 square meters, the reduction of 20 square meters will be dealt with in terms of the cancellation clauses below. For the sake of clarity, should the organiser receive a request for a reduction of the space allocated to the exhibitor within 14 days of signature of this Agreement, and more than 6 months prior to the event and the organiser agrees to the reduction of the allocated space, the exhibitor shall be held liable for payment of 50% of the reduced space. Should the request for a reduction in the allocated space be received between 4 and 6 months prior to the event, the exhibitor shall be liable for payment of 75% of the reduced space. No requests for the reduction of space allocated will be accepted less than 4 months prior to the event and the normal cancellation costs as per clause 2.10 will be

2.7.2	applicable. All reduction decision are made at the sole discretion of the organiser and may be declined, which may have the result of the exhibitor having to cancel this agreement and be liable for the applicable cancellation costs as defined in clauses 2.8,2.9 and 2.10 below. In the event of the exhibitor sub dividing or sub-letting the space and such an agreement is terminated for any reason whatsoever, such termination will have no effect on the obligations imposed on the exhibitor in terms of this Agreement and the exhibitor shall remain responsible for the allocated space as agreed upon herein.
2.8	If the organiser receives a Letter of Cancellation within 14 days of signature of this Agreement and more than 6 months prior to the event and the organiser agrees to accept such cancellation, the exhibitor will be liable for 50% of the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA if the CPA is applicable).
2.9	If the organiser receives a letter of cancellation between 6 and 4 months prior to the event and the organiser agrees to accept such cancellation, the exhibitor will be liable for 75% of the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA if the CPA is applicable).
2.10	If the organiser receives a letter of cancellation less than 4 months prior to the event and the organiser agrees to accept such cancellation, the exhibitor will be liable for the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA, if the CPA is applicable).
2.11	If the party signing this Agreement on behalf of the exhibitor has not been authorised to enter into this Agreement, the party who signs this Agreement shall be personally liable for all the exhibitor's obligations in terms of this Agreement. It will be construed by the organiser that the person signing this Agreement is duly mandated and authorised to do so and therefore binds the exhibitor to the terms and conditions hereof. There shall be no variation or waiver in regard to such mandate or authorisation, unless agreed to in writing by the parties to this Agreement. It shall further be interpreted that the exhibitor, as a result of the signatory appending his/her signature to this Agreement, agrees and shall be held liable for any obligations imposed on it by virtue of this Agreement. The exhibitor agrees in terms of this clause that it will not dispute or query the validity of this Agreement or its obligations in terms hereof, if the said agreement is signed by a representative of the exhibitor, hence the exhibitor agrees that it shall be vicariously liable to comply with all the obligations imposed on it as a result of this Agreement. It will therefore be the responsibility of the exhibitor to ensure that the person signing this Agreement is duly authorised and mandated to do so. The organiser therefor accepts that the person signing this Agreement on behalf of the exhibitor is duly authorised and mandated to do so.
2.12	The organiser shall be entitled to refuse to accept a Contract to Exhibit or cancel this Agreement if the exhibitor, or a member of its group, is in arrears with any payment due to the organiser or its group in respect of the event, another event or otherwise. No exhibitor shall be permitted to erect or occupy a stand at the event if such monies are outstanding.
2.13	As a result of the organiser being a member of AAXO (Association of African Exhibition Organisers), the Exhibitor will be required to pay a levy in the amount of R2.20 or \$1.10 or €1.10 or £1.10, dependent on the region, per square meter, which levy will be classified as a Marketing Contribution Fee. In the event the Exhibitor requiring any further information related to either the Marketing Contribution Fee, alternatively AAXO, such information can be obtained from the Organiser or the AAXO website of which the details are: www.aaxo.co.za .
3.	STAND PREPARATION AND STAND VETTING
3.1	The organiser shall be entitled to issue written and oral directives and orders from time to time regarding methods and materials of construction, stand layout, design and quality of installation in the exhibitor manual or otherwise and the exhibitor shall timeously and in full comply with such directives and orders.
3.2	The organiser and the venue shall at all times be entitled to free and undisturbed access to the stand during the preparation and use thereof by the exhibitor.
3.3	If the organiser so directs in writing, the exhibitor shall be obliged to use a contractor designated by the organiser for the purpose of preparing the stand and erecting the installation. If the organiser makes such designation:
3.3.1	the exhibitor shall not be entitled itself or through any other contractor to prepare the stand save to the extent that the designated contractor declines to do so;
3.3.2	the organiser shall incur no liability or responsibility for the due and proper performance by the designated contractor of its obligations in terms of the agreement concluded with the exhibitor;
3.3.3	the agreement concluded between the exhibitor and the designated contractor shall be subject to the prior written approval of the organiser.
3.4	In any event the stand shall be prepared and the installation shall be constructed to a standard at least equal to the general standard of the remaining stands rented by other exhibitors at the event.
3.5	After completion of the installation, the organiser shall be entitled to require the exhibitor to make such additions or changes to the installation, as it in its discretion requires.
3.6	Ownership in and to the shell scheme shall not pass to the exhibitor nor shall the exhibitor enjoy any rights in respect of the shell scheme save and except those specifically granted to it in terms hereof. Upon the termination of the event the exhibitor shall return the shell scheme to the organiser in good condition, fair wear and tear accepted. During the course of the event, the exhibitor shall maintain the shell scheme in good order and condition and shall follow all of the organiser's instructions from time with regard to the use and care thereof.
3.7	In the interest of maintaining the quality level of the event, the organiser will vet all the stands by 15h00 on the last day of build-up. Should the exhibitors stand be below the standard of the event or not fit the profile of the event, the exhibitor will be given notice to fix the problem within 2 hours or the stand will be closed. The decision of the organiser will be final and binding.
4.	USE OF THE STAND AND NO CESSION OR ASSIGNMENT
4.1	Unless specifically otherwise agreed, the exhibitor shall not use any form of visual or vocal apparatus including, but not limited to, illuminations on the stand which cause an annoyance or nuisance to other exhibitors, visitors, the organiser or the landlord, or demonstrate any product which produces excessive noise. Noise levels must be confined to the stand and no amplified sound may be heard outside the stand. Noise levels may not exceed 70 DB.
4.2	The exhibitor and its representatives shall only be entitled to distribute literature and printed matter from its stand and shall not be entitled to distribute same anywhere else at the event without the organiser's prior written consent. Exhibitors and their representatives must not take part in any petitioning, demonstrations, objectionable behaviour or wear offensive clothing or be involved in any activity that may disrupt the event. No material which is offensive, discriminatory or of a political nature may be distributed or displayed at the event. The organiser reserves the right to remove persons from the event if they are in breach of these terms and conditions.
4.3	The exhibitor shall not be entitled to cede, assign, transfer, make over, sublet, subcontract, delegate or alienate any of its rights or obligations in terms of this Agreement without the organiser's written consent.
4.4	The exhibitor shall keep the stand open and adequately staffed by representatives wearing appropriate business wear whenever the event is open to the public and shall not remove exhibits prior to the closing of the event.
4.5	The nature of the services to be provided to the stand or the event site shall be in the sole and absolute discretion of the organiser.
4.6	All corner stands must be open on the aisles. Under no circumstances may the open side/s of an aisle stand be closed with any form of walling or partitioning.
4.7	Stand Sharing: Should you be sharing your event space, you must notify the organiser in writing to obtain approval. A surcharge of R2 500.00 (excluding VAT) will be levied per exhibiting company per event. This surcharge enables the organiser to supply each sharing exhibitor the same added benefits as the main stand holder. The exhibitor is responsible for ensuring any stand sharers, approved by the organiser, comply with the terms of this Agreement and the exhibitor shall be primarily liable for the acts and omissions of such stand sharers.
4.8	The exhibitor shall ensure that all its employees, suppliers, independent contractors, and all entities associated with it comply with the Safety Act and shall ensure that all its employees, agents, suppliers, independent contractors, and all entities associated with it shall be aware of all the safety guidelines, measures, plans and policies relating to the event in terms of the Safety Act and undertakes to observe the aforementioned plans, measures and policies. In particular, smoking is prohibited in the venue.
4.9	The exhibitor is responsible for obtaining all necessary licenses, permits, authorities or other documentation required in respect of exhibits to be displayed at the event and shall produce them to the organiser on request.
4.10	After the event, all exhibits and property of the exhibitor must be removed from the venue by the time and date stated by the organiser and if the exhibitor fails to remove such exhibits and property, the organiser may do so at the exhibitor's cost and risk.
4.11	It is the responsibility of the exhibitor to check the venue headroom available when booking space. The organiser reserves the right to request stand drawings for checking.
4.12	No exhibitor or its representatives will be admitted to the venue without an official pass.

5.	CANCELLATION, BREACH, TERMINATION AND FORCE MAJEURE
5.1	The exhibitor shall not be entitled to cancel this Agreement at any time without the written consent of the organiser and this will be subject to the conditions in 2.1 to 2.12 unless the CPA is applicable, in which event the provisions thereof will be applicable.
5.2	In the event that the organiser institutes legal action against the exhibitor in terms of the provisions of this Agreement, then the exhibitor will be liable for the organiser's legal costs on the Attorney and Client scale, as well as collection commission, fees for tracers and Counsel fees.
5.3	If any exhibitor (or its employees, agents, stand sharers or other representatives):
5.3.1	fails to perform any of the provisions of the Agreement; or
5.3.2	be considered by the organiser to be prohibited from attending the event by any applicable laws, sanctions or regulations to prevent terrorism or the financing of terrorism or to prevent trade with a certain country or certain persons or otherwise;
	the organiser shall have the right to terminate the Agreement forthwith by notice in writing to such exhibitor.
5.4	In the event of termination, the exhibitor and its employees, agents, stand sharers and other representatives will be prevented from attending the event and the exhibits of such exhibitor shall be removed from the event premises at a time to be stated by the organiser. The organiser shall be entitled, if necessary, to remove and despatch the said exhibits and property (at the risk and expense of the exhibitor/s) to the address of the exhibitor stated in the Contract to Exhibit . All consideration paid by the exhibitor shall be forfeited to and retained by the organiser and the exhibitor shall indemnify the organiser in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.
5.5	The exhibitor shall co-operate with the organiser and provide all reasonable information requested by the organiser to assess whether the exhibitor, its employees, agents, stand sharers or other representatives are prevented from attending the event under the relevant laws, sanctions or regulations. The organiser's decision shall be final.
5.6	If the event is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the event premises or any other cause not within the control of the organiser, whether <i>ejusdem generis</i> or not, the organiser may at its entire discretion repay the service paid by the exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such service charge, and shall be under no liability to the exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the exhibitor, as the result of the happening of any such event.
5.7	The organiser shall have the right at all times to abandon, cancel or suspend the event in whole or part in the event that there is likely to be insufficient exhibitor participation in and visitor support for the event, the likelihood of such insufficiency to be determined by the organiser whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the exhibitor shall be entitled to receive repayment of all service charge paid, but the organiser shall not be further responsible to the exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the exhibitor as the result of the abandonment, cancellation or suspension of the event.
5.8	Should an exhibitor being an individual or firm be sequestrated or make any compromises with his or their creditors, or being a limited liability company, go into liquidation (other than a solvent voluntary liquidation for the purpose of amalgamation or reconstruction) or commence business rescue proceedings, or an administrative order is made against the exhibitor or its assets or the exhibitor enters into any arrangement / compromise with its creditors or is unable to pay its debts as they become due, the Agreement with such exhibitor shall terminate forthwith save that all service charges paid shall be forfeited and the balance of the consideration shall become due and payable forthwith and such termination shall be without prejudice to any claim of the organiser against the exhibitor in respect of any antecedent breach.
6.	EXCLUSION OF LIABILITY
6.1	The organiser shall not be responsible for any special, direct, indirect or consequential loss, damage, theft or breakage to the stand or any other property of any kind brought into the event/venue by the exhibitor, its servants, employees, agents, contractors or invitees or for any injury to the person of an exhibitor, or any of its servants, employees, agents, contractors or invitees howsoever such loss or damage to the stand or property or injury to person may be caused and notwithstanding that such loss or damage to the stand, property, or injury to person may have been occasioned by the neglect of the invitees or by the event site being in or falling into a defective state of repair or failure to provide services.
6.2	In addition, and not limiting the generality of the foregoing, under no circumstances shall the organiser be liable towards the exhibitor or any other person for any loss of any nature whatsoever and howsoever arising, including but not limited to lost goodwill, loss of profits, loss of revenue or, difficulties which may arise out of this Agreement, unless same is as a result of the gross negligence of the organiser.
6.3	The exhibitor hereby indemnifies the organiser 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, 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 the organiser, its servants, employees, agents, contractors or invitees, or by the event site or any installations thereof being of falling into a defective state of repair to the maximum extent allowed and permissible in terms of the CPA.
6.4	The organiser is not responsible for the content of any speaker's presentation, such content is the opinion of the speaker and not of the organiser.
6.5	If the CPA is applicable the above clauses 6.1 to 6.3 will be interpreted and adopted to provide the organiser with an indemnification and exclusion of liability to the maximum extent allowed and permissible in terms of the CPA.
7.	INSURANCE
7.1	The exhibitor must take out and maintain Public Liability Insurance providing a minimum indemnity of R2 million or local currency equivalent for the duration of the event including the construction and dismantling periods. In order to participate in the event, all exhibitors must have this minimum level of insurance cover.
7.2	The exhibitor must take out and maintain adequate insurance in respect of loss of or damage to exhibits or other property in the custody of the exhibitor, his invitees or licensees howsoever caused.
7.3	Exhibitors must insure against costs and expenses which they may incur in the event of the event being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the organiser's control, since the organiser accepts no responsibility in such an eventuality.
7.4	It is the contracted exhibitor's responsibility to ensure that any stand sharers have adequate Public Liability Insurance cover of their own.
8.	PENALTIES
8.1	Stands incomplete by opening time on the first day of the event will be charged a penalty of R1 000.00 and stands that open late on days that follow will be charged a penalty of an additional R500.00 per day.
8.2	A penalty of R1 000.00 will be charged if the exhibitor breaks down their stand before closing time on the last day of the event.
8.3	Encroachment of any rails, stands, tables and any other display units into the aisles will not be allowed as this causes congestion, and exhibitors will be charged a penalty of R1 000.00 if this condition is not complied with.
9.	COMPLIANCE WITH LAWS
	The exhibitor shall comply with all laws relevant to the performance of the Agreement and relevant to the event. Bribery and any other form of unethical business practice is prohibited in relation to the event and all business transactions in relation to the event shall be accurately and completely recorded in accordance with applicable laws. The exhibitor shall not in connection with the event accept gifts or inducements of any kind nor give or offer to give any person, an inducement or gift of any kind that could be perceived by others to be a bribe.
10.	PRIVACY POLICY
	By signing the Contract to Exhibit , the exhibitor is consenting, under all relevant data privacy and data protection legislation, to the organiser communicating with exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the organiser's internal purposes which will include accounts processing, internal analysis of exhibitors, publishing the exhibitor's details on the event website, in the official catalogue for the event and/or in any other directory relating to the event or relevant industry in each case whether in print, electronically or in any other media, inviting exhibitors to other events organised by the organiser or its group, disclosure of information to contractors who provide services in respect of the event (including, but not limited to, shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors and disclosure or transfer of exhibitor's personal data to members of the organiser's group worldwide to allow the group to further develop its business and its services to exhibitors. The organiser may also pass exhibitor details to third parties who provide goods and services likely to be of interest to exhibitors. Please contact the organiser if you do not wish your personal information to be used in any of the ways mentioned above.
11.	GENERAL
11.1	No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by all the parties.
11.2	No indulgence or extension, which the organiser may allow to the exhibitor, will be regarded as a variation of this Agreement, or a waiver of the organiser's rights in terms of this Agreement.

11.3	No remedy conferred by this Agreement is intended to be exclusive in any other remedy that is otherwise available in law, unless expressly limited in this Agreement. Each remedy shall be cumulative and in addition to any other remedy granted in terms of this Agreement or otherwise available in law. The election of any one or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.
11.4	If any provision of this Agreement is rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.
11.5	This Agreement may be executed in one or more counterparts which, when read together, will constitute a single binding agreement.
11.6	For the purpose of delivery of all notices and / or processes arising from or in connection with this Agreement, the exhibitor chooses as its <i>domicilium citandi et executandi</i> the address stated in the exhibitor's application or registered office of the exhibitor.
12.	To the extent that the CPA applies to this Agreement, any provisions contained herein which are in conflict with Section 51 shall be read as being <i>pro non scripto</i> and as such shall not be binding as between the parties.
13.	I, _____ (print name) the signatory to this Agreement confirm that the entire contents of this Agreement and all its terms and implications and consequences of the terms have been fully explained to me and that I understand all the legal effect thereof.
14.	I further confirm that I specifically agree with and fully understand the content and legal effect of all the above clauses, which have all been explained to me in full.

SIGNED FOR THE EXHIBITOR		SIGNED FOR THE ORGANISER	
SIGNATURE		SIGNATURE	
The signatory warrants his/her authority to sign this Agreement on behalf of the company AND further verifies that he/she is mandated to bind the company to the terms and obligations of this Agreement. the signatory further warrants that he/she has read, fully understood and considers the company bound by these TERMS & CONDITIONS		The signatory warrants his/her authority to sign this Agreement on behalf of the company AND further verifies that he/she is mandated to bind the company to the terms and obligations of this Agreement. the signatory further warrants that he/she has read, fully understood and considers the company bound by these TERMS & CONDITIONS	
Date		Date	
Name		Name	
Company		Company	
Job Title		Job Title	