



EXHIBITOR CONTRACT
THE GOOD FOOD AND WINE SHOW 2016

THE EXHIBITOR IS:

Company Name: _____
 Company Registration No: _____
 Stand Name: _____
 Duly and legally represented by: _____
 Designation: _____
 Postal Address: _____

 Tel No: _____
 Fax No: _____
 Physical Address: _____

 Cell No: _____
 E-mail: _____

ACCOUNT DETAILS:

Account Liaison Person: _____
 Order No: _____
 Vat No: _____
 Postal Address: _____

 Tel No: _____
 Fax No: _____
 E-mail: _____
 Province: _____
 Sales Specialist: _____

STAND DETAILS:

EVENT NAME (CITY):

Stand No:	Size of stand: m ² Dimensions: m x m			Value	Notes
	Units	Rate			
				R3 000	Durban 2016
Main Arena Space					The Space Only Package includes:
Main Arena shell package					• Listing in the show guide
Wine Walk					• One Exhibitor badge per 2m ²
Gourmet					The Stand Package includes:
Market Stand					• Shell scheme with company name on fascia board
Street Food					• Lighting
					• One plug point
		SUB-TOTAL:		R3 000	• One Exhibitor badge per 2m ²
		VAT:		R420	• One Exhibitor guest ticket per 2m ²
		TOTAL:		R3 420	• Listing in show guide

Please initial here:

PAYMENT TERMS

DATE	PERCENTAGE / AMOUNT DUE	TOTAL DUE TO BE PAID
upon receipt of invoice	100%	R3 420

THIS FORM IS COMPULSORY FOR ALL EXHIBITORS AND FORMS PART OF THE EXHIBITOR BOOKING CONTRACT.

The information below will be included as a listing in the Show Guide distributed to show visitors. Your company details, together with the Exhibitor listing should be provided exactly as you wish it to appear in the Show Guide.

Company / Trading name: _____

Stand Number: _____

Contact Number: _____

EXHIBITOR LISTING:

Please provide in no more than 25 words a factual description of your products and/or services you will be offering on your stand at the Good Food & Wine Show.

HEALTH & SAFETY REQUIREMENTS:**Intent to serve alcohol:**

To serve sample tasters

To sell alcohol by the glass / bottle / case

Intent to serve food:

To use gas to prepare food

To sell food prepared onsite

INTENT TO COOK FOOD: PLEASE DESCRIBE WHAT YOU ARE COOKING AND WHAT EQUIPMENT YOU WILL BE USING

Please note: it is your obligation to ensure you have the necessary licenses required by the Health Department. All Exhibitors who will be preparing food on or off-site would need to produce their Certificates of Acceptability.

SIGNED (as the Exhibitor): _____
who warrants that he/she is duly authorised:

DATE: _____
Please put in dd/mm/yyyy format only

Company name: _____

Please initial here:

1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply.

- “Contract” shall mean the contract established between the Exhibitor and the Organiser upon the Exhibitor accepting the offer of the Organiser to participate, upon these Terms and Conditions in the Exhibition.
- “Exhibition / Event” shall mean the Exhibition / Event stated on the Application Form.
- “Exhibition Centre” shall mean the Centre named in the Application Form
- “Exhibition Space” shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition and shall include Shell (ready stand) spaces and non-Shell (raw) spaces.
- “Exhibitor” shall mean the person described as such in the Application Form and include all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.
- “Exhibitor Manual” shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space.
- “Fee” shall mean the amount payable for the use of the Exhibitions space, sponsorship fee, and other services.
- “Organisers” shall mean Fiera Milano S.p.A, Fiera Milano Exhibitions Africa.
- “Exhibition Centre Operator” shall mean the owner / proprietor / operator / manager of the Exhibition Centre.

2. THE RULES AND REGULATIONS OF THE EXHIBITION CENTRE

The Exhibitor shall observe and comply with the rules and regulations of the Exhibition Centre

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed Application Form. The Organiser reserves the right to accept or refuse any application without giving any reason thereof. If the Organiser accepts an application which is not on the prescribed Application Form, then such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, in addition complete and submit an Application Form.

4. LICENSING AND APPLICATION OF EXHIBITION SPACE

Exhibition Space is licensed to the Exhibitor only. The Exhibitor is not allowed to sub-license the Exhibition Space allocated to it, either wholly or in part, without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensee complies with these Terms and Conditions and shall be responsible for any default on part of such sub-licensee.

The Organisers reserve the right to change the venue for the Exhibition, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space, to change or close entrances and exits and access to the Exhibition Space, and to undertake other structural alterations as they deem fit. Such changes shall be at the discretion of the Organisers and the Exhibitor shall have no claim for compensation as a result of any changes.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted.

Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. All the Shell space Exhibitors will be provided with stand services as per the schedule in the Exhibitors manual. Plans, drawings and design proposals for Raw space Exhibitors must be submitted and approved according to the rules and regulations of the Exhibition Centre. These plans, in triplicate, must be submitted to the Organisers for approval one month before the start of the Exhibition. No changes to the stand will be permitted once approved by the Organiser.

The Organiser reserves the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the rules and regulations of the Exhibition Centre. The cost of such alteration and removal shall be entirely borne by the Exhibitor.

5. EXHIBITS

Unless otherwise agreed in writing, movements of exhibits in and out of the Exhibition Centre must be handled by the official contractors nominated for the Exhibition. No exhibit will be allowed into or out of the Exhibition Centre without

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an official delivery order or clearance document. The Exhibitor must make its own arrangements for transportation of exhibits to and from the Exhibition Centre and for storage of exhibits and packaging materials.

The Exhibitor must ensure that its displays/exhibits are properly spread and do not exceed the maximum load limitations for the Exhibition Centre. Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 1800hrs on the day preceding the Exhibition opening.

All exhibits and stand furnishings must be confined to the area of the Exhibition Space. Any advertising literature should be distributed from the Exhibitors own stand(s) only. The Organiser / Exhibition Centre Personnel reserve the right to remove at the Exhibitor's expense any exhibits or publicity materials which they consider is hazardous, illegal, immoral, undesirable, inappropriate, harmful, offensive, obscene or otherwise objectionable to the Organiser/Exhibition Centre or is not conforming to the theme of the Exhibition.

All fire, electrical and safety laws and regulations of the Exhibition Centre must be strictly observed. Aisles, fire exits, fire protection systems and security systems must be kept clear and accessible at all times. No storage behind exhibits is provided or permitted. All aisles, including those within pavilions, must be a minimum of 3 meters. All materials used in the construction and decoration of Exhibition stands shall be flame retardant in accordance with local regulations and be subject to inspection by the Exhibition Centre Personnel or their appointed agent. Electricity, whether from the mains, batteries or generators shall be supplied only by the Exhibition Centre. Connections into permanent distribution boxes may be made only by the Exhibition Centre or its Official contractor. The official electrical contractor will be solely responsible for the installation of electrical cables and necessary switchgear between the mains supply and each individual Exhibitor's requirements. The organiser reserves the right to disconnect any installation, which in their opinion, is dangerous or likely to cause annoyance to visitors or other Exhibitors. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken to protect the public from such moving or working exhibits.

Moving or working exhibits shall only be demonstrated or operated by person authorised by the Exhibitor and shall not be left running in the absence of such persons.

Authorisation must be obtained prior to any telecasting, broadcasting, or use of radio transmitting equipment.

The use of devices which produce sound must comply with the maximum permitted noise level stipulated by the Organisers. If despite repeated requests by the Organiser to keep the volume of the equipment down is not adhered to by the Exhibitor, the Organiser reserves the right to:

- a) Switch off the power supply.
- b) Close the exhibit space

The erection and removal of stands, materials and exhibits must take place within the time limits specified by the Exhibition Centre. Repairs or alterations by removal or addition of materials may be carried out only when the premises are closed to the public and with the agreement of the Organisers.

At such time after the close of the Exhibition as the Organisers may specify or on sooner termination of the contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially licensed. Any property remaining after the last day designated by the organisers for material to be removed may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No exhibits may be removed from the Exhibition before the Exhibition ends, without the written consent of the Organisers.

6. CANCELLATION POLICY

Premature termination of the contract

If, after binding registration or after a contract has been concluded, the Organiser agrees to a complete or partial withdrawal, the Exhibitor must nevertheless pay the full participation charges. If the participation contract is suspended not later than listed below, a penalty will be charged to the Exhibitor.

Months before start of Exhibition Penalty Charge

- a) 6 months to more than 4 months 50%

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- b) 4 months to more than 2 months 75%
- c) within 2 months 100%

The Organiser is entitled to balance any advance payments previously made by the Exhibitor against the indemnification amount due. Irrespective of the right to bring further claims for compensation, the organiser has the authority to withdraw from this contract or to terminate it with immediate effect, if the Exhibitor does not meet its obligations – in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms complementing them – after extension of the deadline. This also applies if the Exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the Exhibitor has altered its product range in such a way that it can no longer be included in the trade fair for which the Exhibitor had booked the stand space. The same applies in the event that the Exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the Exhibitors assets, or if the Exhibitors firm is in liquidation. If the

Organiser becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in reallocating the Exhibitor’s space to another company, then the Organiser is entitled to claim compensation amounting to 25% of the participation charges.

7. CONDUCT IN THE EXHIBITION CENTRE

All stands must be manned by authorised representatives of the Exhibitor during the Exhibition hours who should wear identification badges specified for the Exhibition. The Exhibitor shall be responsible for the good conduct of its employees, agents, contractors and sub-contractors who shall be bound by and must observe the Terms and Conditions of the Exhibition in all respects. Exhibitors must not permit anything, which causes a nuisance or in the opinion of the Organisers does not conform to the general standards of the Exhibition or may amount to breach of these Terms and Conditions. No Exhibitor may alter or in any way affect the structure or fixtures of the Exhibition Centre. Exhibitors will pay the cost of making good any damage caused to the Exhibition Centre or its fixtures by themselves and/or their contractors or sub-contractors.

8. INSURANCE

The Exhibitors are advised to procure appropriate insurance policy covering theft, public liability, damage to property and effects, personal injury, consequential loss and such other risks. The organiser cannot be held responsible for any loss or damage.

9. LIABILITY

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand against all claims, liabilities, losses, suits, damages, judgements, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by the Exhibitor or its employees, agents, contractors or subcontractors.

If any Exhibition is cancelled or postponed due to any force majeure events, the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any cancellation, postponement, alteration in character or reduction in scale of the Exhibition.

10. TERMINATION AND ALTERATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-

- The Exhibition Centre and/or the Exhibition Space becomes unfit for occupancy and use.
- The holding of the Exhibition or the performance of the Contract by the organisers is substantially or materially interfered with due to cause or causes not within the control of the Organisers.
- The Organisers are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition.
- The Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it.
- The Exhibitor is in breach of any of these Terms and Conditions or any applicable local legislation, rules or regulations.

If an Exhibitor withdraws, for whatever reason, its participation in the Exhibition at any stage, the money paid by it towards participation fee shall be forfeited by the Exhibitor and the Organiser shall have the right to claim for the balance amount of the exhibition fee and for any loss or damages suffered by them as a consequence thereof. The Organisers shall be at liberty to allot the space booked by

Please initial here:

that Exhibitor to any other exhibitor without any compensation/refund to that Exhibitor.

Upon termination of this Contract for whatever reason, all of the Exhibitors property should be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.

Any Exhibitor who takes part in the Exhibition must comply with the relevant legislation rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences and the likes as may be requisite to its participation in the Exhibition.

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of Africa and the Exhibitor submits to the exclusive jurisdiction of the courts at South Africa.

We have read the rules deemed necessary by the Organiser.

11. GOVERNING LAW AND JURISDICTION

Name of Authorised Signatory: _____

Designation: _____

Date: _____

Please put date in dd/mm/yyyy format only

Signature & Company Stamp:

.....

Authorised and implemented by: _____

Name: _____

Designation: _____

On behalf of Fiera Milano Exhibitions Africa (Pty) Ltd

Signature & Company stamp:

Company details:

Fiera Milano Exhibitions Africa (Pty) Ltd

Vat no. 4300 191 030

Reg. no. 201200726607

BBBEE Level 2 contributor

Please initial here: