

EXHIBITOR TERMS AND CONDITIONS

1. CONDITIONS OF PARTICIPATION FOR EXHIBITORS

- 1.1 The exhibitor participates in South Africa Children's Book Fair in its own interest and discretion.
- 1.2 Once a booking form for participation has been received, the exhibitor binds itself to the acceptance of all stipulations included in the terms and conditions of South Africa Children's Book Fair 2019.

1.3 Exhibitors who wish to stage children's activities should communicate their intentions directly via email to vuyokazib@sachildrenbookfair.co.za

1.4 **CO-EXHIBITORS:** Should the exhibitor wish to co-exhibit, the price of a 9m² (3m x 3m) @ R14 334.75 VAT incl. If the exhibitor chooses this option, he/she must contact the organisers.

1.5 Dates of the book fair and start times:

(a) Whilst the organizer has set 30 May – 2 June as the date of South Africa Children's Book Fair 2019, the organizer reserves the right in its sole and absolute discretion, should the dates become unsuitable for whatsoever reason, to reschedule the dates to a time more advantageous to the success of the exhibition as a whole and the exhibitor agrees to be bound by such set dates.

1.6 Start times and close off

- (a) The Children's Book Fair will start at 08h00 on the 30th and 31st May and close off at 16h00
- (b) The doors will be opened at 08h30 on Saturday, 01 June and closed at 17h00
- (c) The doors will be opened at 09h00 on Sunday, 02 June and closed at 16h00

1.7 The venue of the book fair

(a) The venue of the book fair is the Blue Wing Conference and Events Venue, Ticketpro Dome in Northgate, Johannesburg. The organizer reserves the right in its sole and absolute discretion, should the venue become unusable for whatsoever reason, to relocate to a new venue in the best interests of the exhibition as a whole and furthermore subject to the terms and conditions of this agreement.

1.8 Attendance

(a) The organizer does not guarantee the number of persons expected to attend the exhibition.

2. RENTAL OF STANDS AND COST

2.1 The cost for exhibition is charged per 9m² (3m x 3m square metres); 4m² (2m x 2m square metres) as well as 9m² space as shown on the below exhibition packages;

- Shell scheme hire: 9m² (3m x 3m) @ R10 132.65 VAT included.

- Space only @ R20 596.50 per 9m² (3m x 3m) VAT included. Exhibitor will have the advantage of putting own shell scheme and branding.
- Shell scheme hire for small publishers: 4m² (2m x 2m) @ R6 509.00 VAT included.
- NGO /NPO space only @ R3850.00. **Exhibitor to book a plug point through Stand Out Exhibitions**, bring own furniture: 1 trestle table and 4 chairs.
- Co-exhibitor shell scheme hire 9m² (3m x 3m) @ R14 334.75 VAT included.

2.2 The shell scheme comes with the following;

- Shell scheme stand (9m²) including carpet
- Shell scheme stand (4m²) including carpet
- System built with 3mm thick styrene panels
- Fascia board with vinyl lettering on all open sides
- 1 x fluorescent light
- 1 x plug point
- A shared DB board
- Floor space
- 2 x Complimentary tickets
- Profile and listing in the official book fair magazine

2.3 Payment terms

- (a) The full amount of exhibition shall be payable strictly on the dates agreed.
- (b) A 50% deposit is payable upon registration and the remainder upon signing of the contract
- (c) The exhibitor will not be allowed to exhibit if the full amount is not settled by the 13th May 2019
- (d) The exhibitor qualifies for the following:
 - (i) For 1 stand (9m² X 1) 2 ticket passes
 - (ii) For 2 stands (9m² X 2) 4 tickets passes
 - (iii) For 3 stands (9m² x 3) 6 ticket passes
 - (iv) For 4 stands (9m² X 4) 8 ticket passes

3. STAND LOCATION AND INSTALLATION

3.1 Stands will be allocated on a first registration basis

3.2 No prime stands have been reserved, however it remains the responsibility of the exhibitor to choose stands based on point 1.1 – 1.2 above

- 3.3** Whilst the organizer shall do everything within its power to ensure that the location of the stand within the exhibition is as agreed in the contract, the organizer shall have the right to relocate the stand at its discretion.
- 3.4** The organizer shall be entitled to issue written directives from time to time regarding any changes to stand layout, design and quality of installation and the exhibitor shall timeously comply with such directives.
- 3.5** The organizer shall at all times be entitled to free and undisturbed access to the stand during the preparation and use thereof by the exhibitor.
- 3.6** Whilst the organizer will do everything within its power to ensure that access to the stand is given to the exhibitor for the purpose of preparation and use of the stand upon the dates agreed in this contract, such dates shall be variable in the discretion of the organizer so as to be compatible with the successful organization of the exhibition as a whole.
- 3.7** The organizer does not warrant that the stand is suitable 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 stand is suitable for the purpose intended.
- 3.8** Stand Out Exhibitions have been contracted for the purpose of preparing the stand and erecting the installation. The exhibitor shall be obliged to abide by the instructions given as and when they so desire.

4. SET UP AND BREAKING DOWN TIMES

- 4.1** The set up date is 29 May 2019 from 08h00 until 18h00 on 30 May
- 4.2** Exhibitors will not be allowed to set up after the cut off time
- 4.2** The breakdown will be on 2 June from 17h00 until 18h00 on 3 June
- 4.3** Under no circumstances will the exhibitor be allowed to breakdown their shell schemes, move furniture or attempt to move any display associated with the exhibition before end of exhibition

5. USE OF THE STAND, DAMAGE, SAFETY AND CLEANING, LED SCREENS, AUDIO VISUALS AND SOUND

- 5.1** Should the exhibitor wish to use any of the above, the exhibitor must discuss with the organizer and only when all facts tabled are to the satisfaction of the organizer will such equipment be allowed; otherwise it is forbidden to use any type of sound audio-visual presentations or vocal equipment which interferes or causes an annoyance or produces excessive noise to other exhibitors, nearby stands or the organizer.
- 5.2** The exhibitor 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 exhibition without the organizer's written consent.
- 5.3** The exhibitor shall not be entitled to cede, assign, transfer, and sublet any of its rights in terms of this agreement without the organizers written consent.
- 5.4** The exhibitor shall keep the stand open and adequately staffed whenever the exhibition is open to the public.
- 5.5** The nature of the services to be provided to the stand shall be in the sole and absolute discretion of the organizer.

5.6 Any damage caused by exhibitors or their subcontractors on the exhibition site, to its buildings, fittings and equipment has to be reported to the organizer and will be repaired by A Book for Every Child Foundation after the end of the fair at the expense of the exhibitor.

5.7 The exhibitor is responsible for operational safety and compliance with health and safety and accident prevention regulations on its stand.

6. EXHIBITOR GUESTS

5.1 The exhibitor shall notify the organizer should it be expecting of any special guests or VIP's, such as members of parliament or state dignitaries, celebrities, royalty and other dignitaries.

7. MEETINGS AND BULLETINS

7.1 The exhibitor shall attend all exhibition meetings scheduled and convened by the organizer. Should the exhibitor fails to attend any such meetings or fails to comply with any directives issued by the organizer at such meetings, the organizer shall not be liable to the exhibitor for any loss or prejudice suffered by that exhibitor as a result thereof.

8. CANCELLATIONS AND BREACH

8.1 The exhibitor shall not be entitled to cancel this contract at any time without the written consent of the organizers

8.2 Should the exhibitor at any time attempt to cancel this contract or breach any of the provisions thereof, then the full amount outstanding in terms of the contract will become immediately due and payable, irrespective of whether the exhibitor attends the exhibition or not.

8.3 In the event that the organizer has to institute legal action against the exhibitor in terms of the provisions of this contract, then the exhibitor will be liable for the organizer's legal costs on the Attorney and Client scale, which costs will include collection commission and advocates fees.

8.4 The organizer shall be entitled to charge the exhibitor interest on all amounts outstanding to the organizer until payment is made in full. Interest rate will be in line with the current South African interest rate.

8.5 The exhibitor chooses as his/her physical address that appears on the booking form as its domicile address for all purposes and all notification in terms of, or flowing from this agreement.

8.6 The parties hereby agree that the laws of the Republic of South Africa will govern this Agreement.

9. THE ORGANIZER EXCLUSION OF LIABILITY

9.1 The organizer shall not be responsible for any direct, indirect or consequential loss or damage to the stand or other property of any kind brought into the exhibition 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 or property, or injury to person may have been occasioned by the fault, neglect or gross negligence of the invitees or by the exhibition site being in or falling into a defective state of repair.

- 9.2 The exhibitor hereby indemnifies the organizer against all and any actions, claims, demands, costs, charges or expenses arising or resulting directly, or indirectly from any act, omission or negligently 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 organizer, its servants, employees, agents, contractors or invitees, or by the exhibition site or any installations thereof being or falling into a defective state of repair.
- 9.3 The organizer shall not be liable or responsible to any party for any claim, damage or loss caused to any person as a result of Blue Wing Conference and Events Venue Ticketpro Dome, Stand Out Exhibitions or any of its employees, sponsors, representatives or assign's failure to comply or to comply timeously, with any provision/s of the contract of hire.
- 9.4 The organizer shall not be responsible for the safekeeping, storage and use or otherwise of any property brought into the Blue Wing Conference and Events Venue, Ticketpro Dome.
- 9.5 Any property belonging to the exhibitor or third parties shall be brought into the exhibition venue at own risk and the exhibitor indemnifies the organizer and holds it harmless against any and all claims, losses or damages that may be suffered by any person in relation hereto.
- 9.6 The organizer shall not be liable for any loss, injury or damage, howsoever caused, to goods and /or persons attending the fair.
- 9.7 The organizer accepts no duty of care for exhibition goods, stand furnishings and fittings and inasmuch excludes any responsibility or liability for damages or loss.
- 9.8 The exclusion of liability is not affected by the organizer's security guard arrangements.

10. GENERAL

- 10.1 No variation of this contract shall be of any force or effect unless reduced to writing and signed by the parties hereto.
- 10.2 For the purpose of delivery of all notices and/or processes in connection with this contract, the organizer chooses as its domicile citandi et executandi the address below

12 Camden Road

Sunnyridge

East London

5201
- 10.3 In this contract the "organizer" means A Book for Every Child Foundation and its successors in title or assigns and the "exhibitor" means the other party to this agreement.
- 10.4 All damages incurred must be reported without delay to the police and the exhibitor's insurance.
- 10.5 **CATERING:** The exhibitor shall be responsible for its own catering unless otherwise indicated.

PLEASE SIGN TO CONFIRM TERMS AND CONDITIONS HAVE BEEN READ AND ACKNOWLEDGED

I/We agree to abide by the standard **TERMS AND CONDITIONS** and exclusion clause of the contract with A Book for Every Child Foundation.

Signature: _____

Name of Signatory: _____

Position of Signatory: _____

Date: _____

Company stamp: -----

TO BOOK YOUR STAND, PLEASE CONTACT OR SEND EMAIL TO EVENT ORGANIZER ON THE ADDRESS GIVEN BELOW:

For exhibitor manual enquiries:

Dylan Solomon (Managing Director)

Stand Out Exhibitions

Tel: +27 (0) 82 941 4242

E-mail: dylan@standoutexhibitions.co.za

For floor plan, cost of stands and booking form enquiries:

Event organizer:

Vuyo Biyana (Director)

South Africa Children's Book Fair

Tel: +27 (0) 72 785 0512

E-mail: vuyokazib@sachildrenbookfair.co.za