



SAESI 2017 Exhibition

CLIMATE CHANGE AND THE EMERGENCY SERVICES

1 - 3 NOV 2017

The 31st SAESI Conference, Exhibition, Training Events and Challenges

Full name of exhibitor (no trading as): S/O (for office use):
 Physical address: Code:
 Postal address: Code:
 Telephone: Cell:.....
 Email:

Authoritive person to settle account Designation:
 Managing director:Tel:
 Vat no:..... Reg no:

Stand manager:..... Cell:
 Email:

Hall: Stand/Site no: Dimension of site (L): m x (W): No of open fronts:
 Special instructions:
 Name on fascia board:

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Stand	Area (m ²)	Rate	R	c
Walk on package (Includes, glass round table, two stackable chairs, lockable cupboard and electricity)		R2 923 per/m ²		
Floor space only (no carpets / chairs / cupboards / table. This is if you want to build your stand independently at your own cost and ONLY require floor space) <i>*Distribution board must be ordered separately at extra cost*</i>		R2 462 per/m ²		
Vehicle space only (for exhibitors that have a stand and require extra space for vehicles/equipment)		R1 971 per/m ²		
NB Stand sizes 3x3m² modular		Total (Incl. VAT):		
		VAT:		
		Total (Incl. VAT):		

Note all additional tables, chairs and requirements can be ordered from the organisers via the exhibitor manual at a later stage

Payment terms: Full amount on acceptance of contract

The exhibitor hereby applies to exhibit at SAESI 2017 in accordance with the above and the overleaf page 2 terms and conditions. The exhibitor agrees that the contract arising from the acceptance of this application by the organiser, will be construed and take effect according to the laws of the Republic of South Africa, to the jurisdiction of which courts, the exhibitor hereby consents:

For and on behalf of:
 Name of company:
 Name of official signatory: Designation:

Signature: Date:
 The signatory is authorised to sign on behalf of the exhibitor

To be completed by Fire and Rescue International (the organiser)
 The above application is hereby accepted
 Name:
 Signed: Date:

Contact Lee Raath-Brownie on Tel: 011 452 3135 or Cell: 082 371 0190 Fax: 086 671 6920
www.saesi2017.com



TERMS AND CONDITIONS OF SAESI 2017

1. Definitions

- 1.1. **Organiser** – Refers to Fire and Rescue International and SAESI or any company within the group who is responsible for organising the event.
- 1.2. **Exhibitor** – Refers to the contracting company or individual signing the contract and wishing to attend the event as a paying exhibitor including its servants, agents, contractors, invitees.
- 1.3. **Event** – An exhibition as defined by the organiser where the exhibitor wishes to exhibit their goods or services to a specified audience.

2. Payment

- 2.1. All costs invoiced and contracted for must be paid immediately on presentation of invoice.
- 2.2. Foreign payments must be net of bank charges and bank commission which are for the account of the exhibitor. Any shortfall due to an exhibitor ticking the organiser to pay bank charges/bank commission will be deemed not to have paid their account in full and subject to clause

INITIAL:

- 2.3. The exhibitor shall not be entitled to occupy its site for so long as it is in default of any of its obligations under this contract, and upon any such default, or in the event of the exhibitor failing to take, or giving up occupation of the site, all amounts of whatever nature owed or to become owing by the exhibitor to the organiser under this contract, shall become payable forthwith without notice, notwithstanding that the due date for such payments has not then arrived.
- 2.4. The exhibitor hereby gives his/her consent for a credit check.
- 2.5. Outstanding accounts are subject to default listing on a national credit bureau database.
- 2.6. The exhibitor agrees to pay the full amount on the Tax Invoice at the Business Address of the organiser or at such other place that the organiser may designate in writing.
- 2.7. The exhibitor has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the exhibitor and a duly authorised representative of the organiser.
- 2.8. The exhibitor is not entitled to set off any amounts due to the organiser against its indebtedness to the organiser.
- 2.9. The risk of payment by cheque through the post or by electronic funds transfer rests with the exhibitor.

3. Default in payment

- 3.1. The exhibitor agrees that if an account is not settled in full (a) against order; or (b) within the period agreed, the organiser is entitled:
 - 3.1.1. to forward a letter of demand using a third party demanding full and final payment.
 - 3.1.2. on payment of the outstanding debt, the default listing will be adjusted to read "Paid Default" until legislation demands complete removal.
- 3.2. The exhibitor shall be liable to the organiser for legal expenses incurred by the organiser on attorney and- own client scale in the event of (a) any default by the exhibitor (b) any litigation in regard to the breach, validity or enforceability of this agreement. The exhibitor shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs including stamp duties, for any form of security that the organiser may demand.

INITIAL:

- 3.3. In the event of the exhibitor being in arrears with any payment or in breach of any terms of this agreement, the organiser has the right to refuse access to the event.
- 3.4. The exhibitor agrees that interest shall be payable to the organiser at the maximum legal interest rate prescribed in terms of the Usury Act on any accounts in arrears, and that interest shall be calculated daily and compounded monthly from the date of invoice.

INITIAL:

4. Cancellation of Exhibition Space

- 4.1. In the event the organiser agrees to any request for release from the contract which must be in writing from the organiser, the exhibitor shall be liable for all or part of the total cost stated in the contract overleaf on the following:
 - 4.1.1. Cancellation:

- 271 days or more before event 15% of cost
- 270 and 181 days before event 40% of cost
- 180 and 121 days before event 60% of cost
- 120 and 61 days before event 80% of cost
- 60 days or less before event Full cost
- 4.1.2. If an event is postponed it must be utilised within two months from the original event date, subject to availability or 4.1.1 will apply;
- 4.1.3. Any event postponed may only be postponed once or 4.1.1 will apply.

5. Disclaimer of liability

- 5.1. No liability of any nature shall attach to the organiser in respect of any loss, damage or injury of whatever nature and however arising and by whomsoever suffered in connection with the exhibition, or the presence of any person or property thereat, of any failure, interruption or premature termination thereof, or any change in the venue thereof or the location of the site and whether or not attribute to:
 - 5.1.1. Failure on the part of the landlord, or the organiser, or the exhibitor, or their respective servants, agents, contractors or invitees, to comply with the law or with any rule or regulation imposed by the landlord or the organiser, or
 - 5.1.2. The negligence (gross or otherwise) on the part of the landlord, or the organiser, or their respective servants, agents, contractors or invitees, or
 - 5.1.3. Any act or omission on the part of the exhibitor or any of its servants, agents, contractors or invitees, which constitutes, or if done or omitted by the Organiser or any of its servants, agents, contractors, invitees would constitute a breach of the exhibition venue lease, or:
 - 5.1.4. Circumstances beyond the control of the organiser.
- 5.2. The exhibitor hereby indemnifies the organiser against any claim in respect of any such loss, damage or injury suffered by the exhibitor or its servants, agents, contractors or invitees, which is attributed to such failure, negligence, act or omission on the part of the exhibitor or any of its servants, agents, contractors or invitees.
- 5.3. The organiser shall not be liable for any damages, direct or indirect, of whatsoever nature caused, suffered by the exhibitor and furthermore, the organiser shall not be responsible for any damage of whatsoever nature caused to the stand or other property brought into the event by the exhibitor or its servants, or for any injury to the person of the exhibitor or any of its servants, howsoever such damage or injury may have been caused.

6. Site Venue and Date Changes

- 6.1. The organiser reserves the right to alter the position of the site and to change the venue and the dates of the exhibition.

7. Construction of site

- 7.1. The exhibitor acknowledges that in respect of any construction to be performed or to be performed on the site (in addition to that performed or to be performed by the organiser of the exhibition) whether by the exhibitor itself or through its employees or whether to be performed by contractor engaged for such purpose by the exhibitor, the exhibitor acknowledges that it and its contractor are all times subject to duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 (as amended) and agrees to ensure that all work will be performed and all machinery and parts will be utilised in accordance with the said Act. The exhibitor furthermore agrees to comply with the requirements of the organiser as notified to it from time to time in writing and to liaise with the organiser or its representatives should the exhibitor, for whatever reason, be unable to perform in terms of its condition.
- 7.2. If the precise area of location of the stand is not agreed upon between the parties, the same shall be in the organiser's reasonable discretion, and if agreed the exhibitor acknowledges that the stand is subject to a variation in size of no more than 15%, subject to the appropriate adjustment of the contract price, and furthermore, that the organiser shall have the right to relocate the stand in its discretion.
- 7.3. All fixtures and fittings other than the shell scheme (the installation) shall be prepared and installed entirely at the exhibitors cost, but subject to the organiser being entitled to issue written directives with regard to materials, layout and design thereof.
- 7.4. The exhibitor shall not remove or dismantle any portion of the installation before termination

of the event.

- 7.5. The exhibitor shall dismantle and remove the installation and return the stand to the condition in which it was when access thereto for the purpose of preparing the stand was given to the exhibitor, fair wear and tear only accepted, by not later than 3 November 2017 midnight the last day of the event.
- 7.6. Ownership in and to the shell scheme shall remain with the organiser, and it shall be the exhibitor's obligation to maintain the shell scheme during the course of the exhibition, and to return the shell scheme to the organiser on completion of the exhibition in good order and condition, fair wear and tear only accepted.
- 7.7. No exhibitor will be permitted into the exhibition Hall with any vehicle during the course of the exhibition.

8. Cession and Delegation

- 8.1. This contract is personal to the exhibitor which may not cede its rights or delegate its obligations there under to any person without prior written consent of the organiser.
- 8.2. This shall not prohibit an exhibitor displaying the products of a principal for which it becomes an agent, distributor or licensee after entering into this contract, without the prior written permission of the organiser. The organiser shall be entitled to cede all or any of its rights and/or delegate all or any of its obligations under the contract to any of its rights and/ or to delegate all or any of its obligations under the contract to any person/ persons without consent of the exhibitor.

9. Condition of sale

- 9.1. Following the close of the exhibition the exhibitor shall at its own expense, restore the site and all its fittings thereon to the same good order and condition as existed at the date it took occupation.
- 9.2. All aspects of the promotion and marketing of the exhibition shall be in the sole and absolute discretion of the organiser, although the organiser makes no warranties or representations regarding the success of the exhibition, nor the number of persons expected to attend the exhibition.
- 9.3. The organiser reserves the right to cancel and remove exhibitor for repeated instances of failure to comply with organiser's rules and regulations as defined from time to time.
- 9.4. **Power Failure:** The organiser will not be liable for any loss or damages whatsoever of any nature which the exhibitor may suffer as a result of the disruption and/or failure of the electrical supply.
- 9.5 **Insurance**
 - 9.5.1 The exhibitor must have a valid insurance policy in respect of it and its representatives, providing adequate cover against theft, loss, fire, damage, public liability whilst at the venue and during transit to and from the venue.

10. Entire Contract

- 10.1. This document together with the rules and regulations of the exhibition, and the exhibitor's manual, constitutes the entire contract between the parties, and no amendment, alteration, variation or waiver of the terms and conditions thereof shall be of any force and effect unless reduced to writing and signed by or on behalf of the exhibitor and the organiser. In the event of conflict, this contract shall prevail over the rules & regulations and the exhibitor manual.
- 10.2. The exhibitor hereby consents to the jurisdiction of the Magistrate's Court having territorial jurisdiction in terms of Section 28 of the Magistrate's Court Act, as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such court.
- 10.3. The exhibitor waives and abandons any rights that it may have under Section 62(1)c of the Magistrate's Court Act, which provision it undertakes not to invoke.
- 10.4. Notwithstanding the provisions of Clause 10.1 the organisers reserve the right to issue supplementary regulations or instructions in addition to those in these terms and conditions, the exhibitor manual or the rules and regulations to a reasonable extent to ensure the smooth management of the exhibition. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions, and shall be binding on the exhibitor

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Exhibitor Signature

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Date