

CONTRACT

Prepared by:
Contract Number:

Prepared for		Event details	
Company name		Event	Power & Electricity World Africa 2019
Name		Event code	501445
Email		Event start date	March 26, 2019
Telephone		Venue	Sandton Convention Centre
Address			
City			
State/County			
Postcode/zip			
Country			
Contract Date			

THIS CONTRACT IS BETWEEN:

Terrapinn Limited (South Africa) ("the organiser") and Bergvik Southern Africa, ("Sponsor" or "Exhibitor")

The Parties hereby agree: The Client will participate as **Exhibitor** at **Power Generation World Africa 2019**, Sandton Convention Centre ("the Event"), subject to the Terrapinn's Terms and Conditions of Sponsorship which are attached to and incorporated into this Contract

EXHIBITION DETAILS

Total Chargeable Area:		Stand Type:	
Rate/Sqm (excluding TAX):		Stand No:	TBC as per floorplan

Investment	
Tax (15%)	
Total Investment	

Duly authorised and Signed for and on behalf of Terrapinn Limited:

Signature:

Print name: Samukelo Madlabane

Job title: General Manager

Date:

Duly authorised and signed for and on behalf of the client:

Signature:

Print name:

Job title

Date:

PAYMENT DETAILS



*The client to sign initials with company stamp on each page of the contract
Please initial here: _____*

CONTACT DETAILS

Terrapinn contact details					
	Principal Contact	Marketing Manager	Operations Manager	Networking Manager	Accounts
Name	Richard Jacobs	Jenna-Lee Mcerlaine	Samantha Naicker	Lulama Buthelezi	Brian Shabangu
Tel (direct)	+27 (0) 11 516 4044	+27 (0) 11 516 4028	+27 (0) 11 516 4053	+27 (0) 11 516 4010	+27 11 5164015
Tel (main)	+27 (0) 11 516 4000	+27 (0) 11 516 4000	+27 (0) 11 516 4000	+27 (0) 11 516 4000	+27 (0) 11 516 4000
Email	Richard.jacobs@terrapinn.com	Jenna-lee.mcerlaine@terrapinn.com	samantha.naicker@terrapinn.com	Lulama.buthelezi@terrapinn.com	brian.shabangu@terrapinn.com

Client contact details			
	Principal Contact	Accounts Payable	Marketing
Name			
Position			
Address			
Telephone (direct)			
Email			

Client deadlines	
Requirement	Deadline
Signed Contract	
Company Logo	
Speaker name	



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TERMS AND CONDITIONS FOR SPONSORSHIP/EXHIBITION PARTICIPATION

- A In this contract words relating to the singular shall include the plural and vice versa, the words relating to any gender shall include the other gender and words relating to natural person shall include associations of persons having corporate status by statute or common law and vice versa.
- B The "Exhibitor" shall mean the party who contracts for the use of the exhibition floor space
- C The "Sponsor" shall mean the party who contracts to sponsor the event.
- D The "Organiser" shall mean Terrapinn Limited
- E The "exhibition" shall mean the "The Event" stipulated on the front side hereof.

1. CONTRACT

- 1.1 The Exhibitor/Sponsor shall make application for space in the exhibition on the form contained on the front side hereof, which application shall be duly signed by the Exhibitor/Sponsor or person authorised by it.
- 1.2 The application shall not be binding upon the Organiser until accepted on its behalf by a duly authorised employee.
- 1.3 Until such time as the application is accepted the application may not be withdrawn by the Exhibitor/Sponsor.
- 1.4 Upon acceptance the Exhibitor/Sponsor shall become liable to pay the Organiser in terms of the payment schedule displayed on the front page hereof. Interest at a rate of 10% (Ten percent) shall be charged on all amounts which are overdue by the Exhibitor/Sponsor to the Organiser.
- 1.5 Should the Exhibitor//Sponsor fail to:
- Make the payments referred to in the preceding clause hereof; or
 - exhibit

then and in such event the Organiser shall have the right but not be obliged to cancel this contract without notice and re-let the space. In such event the Exhibitor/Sponsor shall remain liable to the Organiser for the full amount due in terms of the contract, and for all costs and expenses arising directly or indirectly as a result of its failure to make payment or to exhibit.

2. ALLOCATION OF SPACE

- 2.1 The Organiser reserves the right to refuse, amend, change the position, withdraw or otherwise deal with the allocation of space should it, in the opinion, be in the general interest of the Exhibition.

3. INDEMNITY

- 3.1 The Exhibitor/Sponsor indemnifies the Organiser against any damages, losses and/or claims by any of its employees, agents and representatives or visitors of the exhibition to its stand whether before, during or after the exhibition, regardless of the reason of the cause of such damages, loss or claim.
- 3.2 The Organiser will not be responsible for the safety of any articles of any kind brought into the exhibition by the Exhibitor/Sponsor, its employees, agents, representatives or visitors whatsoever. The Exhibitor/Sponsor is to ensure that it makes the necessary arrangements for insuring such items, and is to take out public liability comprehensive protection.
- 3.3 The Exhibitor/Sponsor indemnifies and holds the Organiser harmless in respect of all costs, claims demands and expenses.

4. INSOLVENCY AND BANKRUPTCY

- 4.1 In the event of an Exhibitor/Sponsor committing any act of insolvency or bankruptcy or being found to be insolvent or bankrupt, the Organiser shall have the right at its discretion to cancel this contract and allocate all monies paid to date by the Exhibitor/Sponsor towards damages suffered.

5. POSTPONEMENT OR ABANDONMENT

- 5.1 The Exhibitor/Sponsor shall have no claim of any kind against the Organiser in respect of loss or damage (whether direct or indirect or whether consequential or not) upon the prevention, postponement or abandonment of the exhibition by reason of the happening of any event.
- 5.2 The Organiser shall be entitled to be re-allocate a date and venue for the event and retain all sums paid by the Exhibitor/Sponsor to date.
- 5.3 Upon a new venue and date of exhibition being arranged, or upon the date for performance falling due, whichever is the latter, the Exhibitor/Sponsor shall pay the balance of all monies due to the Organiser.

6. CESSION

The Organiser shall have the right to cede and assign its right to, and to delegate its obligations under this contract to any party of its choice.

7. PROHIBITION OF TRANSFER

The Exhibitor/Sponsor may not cede or assign any of its rights and obligations under this agreement. The Exhibitor/Sponsor may not sub-let, cede or grant licenses in respect of the whole or any part of the space allocated to them, nor may advertisements or any type of literature, from firms who are not bona fide Exhibitor/Sponsors, be exhibited on or distributed from any stand or within the exhibition area.

8. BREACH



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8.1 Notification by the Exhibitor/Sponsor of its intention to cancel the contract shall be deemed to be a breach of the agreement.

8.2 Should the sponsor breach this agreement, and having been given 10 (ten) days' notice in writing to rectify such breach, does not rectify the breach, the company shall be entitled to exercise whatever rights it may have in Common Law.

9. **SERVICES**

The Organiser will make every effort to ensure that the supply of services to stands is conducted properly, however they shall not be liable for any loss, damage or expense incurred due to failure or interruption of services, and the Exhibitor/Sponsor shall not be entitled to a reduction in stand rental as a result of such interruptions.

10. **PASSES AND TICKETS OF ADMISSION**

10.1 Passes (which are not transferable) to admit Exhibitor/Sponsors. Attendants and Exhibitor/Sponsor's Workmen will be supplied free of cost to Exhibitor/Sponsors, and no Exhibitor/Sponsor, Attendant or Workman will be admitted without such a pass being produced on entering to an official appointed by the Organiser. In the event of any such pass being transferred or otherwise disposed of, the pass will be immediately forfeited and no further pass will be issued. All passes must be signed by the actual holder in ink before being presented.

10.2 Exhibitor/Sponsors may be presented (at the organiser's discretion) with plain complimentary tickets free of charge for their own use for the purposes of inviting customers to the Exhibition. Further supplies of Exhibition admission tickets for which a charge may be made, will be available. These tickets are available for single admission on any day and are not returnable. All tickets are issued, and visitors are admitted to the Exhibition on the undertaking that no canvassing is allowed by non-Exhibitor/Sponsors and visitors acting contrary to this condition, or who are suspected of canvassing render themselves liable to immediate expulsion.

14. **STANDFITTING**

The Organiser shall provide a dimensional drawing of the shell scheme to any Exhibitor/Sponsor who shall require the same. The Organiser reserves the right to stipulate the standards for the construction of exhibition stands. This structure may not be altered in any way. Exhibitor/Sponsors are responsible for the cost and erection of any benches, counters or other contrivances for the display of their goods and for complete stand construction on space only sites.

Exhibitor/Sponsors are responsible, at their own cost, to ensure that their stands are structurally complete and visually pleasing from all angles. The Organiser will have the final say in this regard and reserves the right to claim compensation or specific performance if, in its sole opinion, the Exhibitor/Sponsor's stand is in any way unsightly. The Organiser further reserves the right to claim compensation or replacement of any shell scheme stand which is, in the sole opinion of the Organiser damaged, whether materially or otherwise, from the Exhibitor/Sponsor if the stand is not returned in good condition. Exhibitor/Sponsors must comply in all respects with the Organiser's regulations and any Local Authority requirements currently in force and which govern the conduct of any exhibition. No contractors will be allowed to enter the Exhibition without the written consent of the Organiser who will not be liable in any way whatsoever for the acts or defaults of any contractors or their servants. Rates of pay for all labour employed by the Exhibitor/Sponsor's Contractors for work carried out on behalf of the Exhibitor/Sponsor including stand construction, stand-fitting, electrical installation, decoration (including floral work) must be neither more nor less favourable than those provided for in the Exhibition Stand Work Agreement of the National Joint Council for the Exhibition industry and the National Exhibition Electrical Joint Council in force at the time of the Exhibition.



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12 LIGHTING AND/OR POWER ON STANDS

12.1 General gangway lighting will be provided by the Organiser.

Exhibitor/Sponsors must provide at their own expense all electrical apparatus and connections they may require. Such apparatus and connections will only be installed at the Exhibitor/Sponsor's expense and must be carried out by the Contractors officially appointed by the Organiser for such work. The Exhibitor/Sponsor undertakes not to overload the lighting or power system and only to use equipment which has been approved by the Organiser in respect of such lighting and power. The Organiser reserves the right in its sole discretion to check any equipment used by the Exhibitor/Sponsor which provides or draws off lighting and power. All Exhibitor/Sponsors must observe the Organiser's right to call upon the Exhibitor/Sponsor to remove any such apparatus as may be considered by the Organiser in its sole opinion to represent a potential source of danger.

12.2 Exhibitor/Sponsors must comply in all respects with the Organiser's

regulations and any Local Authority requirements currently in force in respect of lighting and power at an Exhibition. The Exhibitor/Sponsor irrevocably indemnifies and renders the Organiser harmless against any damage, loss or claim, of any nature, by or of any person, arising from any cause whatsoever in respect of the lighting and power.

13 GAS, WATER AND WASTE

Exhibitor/Sponsors who may require gas, water or waste services to be brought to their stands must apply, in writing, to the official plumbing contractors no later than two months before the opening date of the event, advising the Organiser at the same time. No Exhibitor/Sponsor will have any claim against the Organiser if gas, water and waste services cannot be supplied. As the Organiser will accept no responsibility for damages to the Exhibitor/Sponsor, caused by gas, water or waste, the Exhibitor/Sponsor is advised to cover itself by insurance in respect thereof.

14 CLEANING

The Organiser will arrange for the cleaning of all stand areas and public gangways, but Exhibitor/Sponsors will be responsible for the cleaning of their own exhibits and displays.

15 EXHIBITION SERVICES

The Organiser accepts no responsibility for breakdown or failure of any of the services provided for, or in connection with this Exhibition.

16 CHARGES FOR SPACE

The charges for space are as shown on the Contract for Exhibition Stand Space form. The rates are for floor space only or floor space with shell scheme erected by the Organiser's Contractor for the Exhibitor/Sponsor.

17 PAYMENT FOR SPACE

Payments for space are to be made in the amounts as specified on the Contract. Where payments for space are not made when due, any previous deposit may be forfeited and the space re-allocated if the Organiser so decides. Any loss incurred by the Organiser by reason of such non-payment must be paid by the Exhibitor/Sponsor.

18 DAMAGE TO PROPERTY

The Exhibitor/Sponsor shall be responsible for any damage caused to the Property and the Venue as a direct result of their exhibit. The Organiser may, without any notification to the Exhibitor/Sponsor and at its' sole discretion, carry out repairs to restore the Property and the Venue and recover from the Exhibitor/Sponsor the cost and expense thereof, which shall be payable to the Organiser on demand.

19 COSTS

The Exhibitor/Sponsor shall on demand pay all expenses actually incurred by the Organiser either on behalf of the Exhibitor/Sponsor or as a result of the Exhibitor/Sponsor's non-compliance with any provision of this agreement, including, but not limited to: tracing costs, all legal costs calculated on the scale as between attorney and its own client on the wider basis and collection commission.

20 CHOICE OF PROCESS

Should any of the parties breach this agreement the other party shall have the right to choose whether such dispute is to be brought before the Magistrate's Court, should either party make such an election, the parties are taken to have consented to the jurisdiction of the Magistrate's Court for any action relating to or in terms of this agreement.

21 COSTS OF ACTION

Should either party take legal action against the other party in respect of this agreement, the party against which the legal action was taken shall be responsible for payment of all legal costs on a scale as between attorney and client, including all reasonable tracing fees.

22 NON-VARIATION CLAUSE

22.1 No variation or alteration of this agreement shall be of any force or effect unless it is recorded in writing and signed by or on behalf of both parties;

22.2 No relaxation or indulgence which may be allowed to any party hereto in any time in regard to the forms of his obligation in terms of this contract shall be construed as a waiver of, or prejudice to the rights of the other parties under this agreement.

23 ENTIRE AGREEMENT

The parties agree that this agreement correctly contains and reflects the entire agreement between them and that there are no ancillary or collateral agreements, warranties, representations or conditions expressed or implied of any nature which are not contained herein. The parties agree to be bound by this agreement and agree that no variation of this agreement shall be valid unless first reduced to writing and signed by each of the parties.



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24 CONFIDENTIALLY

Each party shall keep confidential any information of the other party disclosed to it in connection with the Contract, and shall only use such information for the purpose of the Contract. A party may not disclose such, information except in strict confidence to those of its officers, employees, agents and contractors who need to know the same for the purpose of the performing obligation in accordance with the Contract, or to any other person where required by law. These obligations shall not apply to any information which a party can establish is already in or subsequently enters into the public domain otherwise than as a result of unauthorised disclosure by that party.

25 MAILING EXTRA MARKETING BENEFITS

The sponsor/exhibitor shall enjoy the right to provide the company with its list of companies whom it perceives to be prospective delegates at the event, and the company shall target the companies on the list in its marketing campaign.

26 ADVERTISING BENEFITS

The sponsors/exhibitors logo and promotional paragraph shall be supplied by the sponsor in a format suitable for high resolution printing purposes.

27 DATE AND VENUE

The organiser shall be entitled to change the date and venue of the event if it deems it necessary and in the best interests of the event, and shall only be done after consulting with the sponsor/exhibitor.

28 NO WARRANTIES

The organiser makes no warranty as to the number of visitors who will attend the event. No warranty shall be of any force and effect, nor shall it be binding upon the company unless it is reduced to writing and signed by both parties.

29 DOMICILIUM

29.1 The parties choose as their domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the following addresses:

THE ORGANISER at 48 GROSVENOR ROAD, TURNBERRY OFFICE PARK, MODULAR PLACE, BRYANSTON, 2021.

THE SPONSOR/EXHIBITOR at

29.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.



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