

Terms and Conditions of Participation

1. DEFINITIONS

- 1.1 "SBE" means Synergy Business Events.
- 1.2 "EXHIBITOR" means each company that has contracted to SBE for participation in an EVENT.
- 1.3 "PRODUCT" means the declared merchandise, expertise and/or product range of the EXHIBITOR which it contracts to exhibit and/or promote.
- 1.4 "FACILITY" means the exhibition space allocated for the specific EVENT by SBE to and for the exclusive use by the EXHIBITOR in terms of the contract.
- 1.5 "CONTRACT" means the agreement concluded between SBE and the EXHIBITOR in terms of which the FACILITY is hired for the EVENT which is governed inter alia by the General Rules and Regulations for Exhibitors (the "RULES"), which RULES are obtainable on request of the EXHIBITOR and which will be sent to the EXHIBITOR with the CONTRACT and Tax Invoice.
- 1.6 "EVENT" means any event, exhibition or marketing platform that takes place at a future date. SBE reserves the right to amend the event name at any time.
- 1.7 Any reference in this Agreement to one of the three genders, or to either singular or plural number, shall in the appropriate context be deemed to refer to any other gender or number, as the context may require.

2. BASIC CONTRACT

- 2.1 The inclusion of the RULES, as an integral part of the CONTRACT, constitutes a condition precedent to the CONTRACT becoming of force and effect between the parties to the CONTRACT. The RULES are hereby incorporated into the contract by reference and form an integral part of the agreement between SBE and the EXHIBITOR.
- 2.2 The EXHIBITOR hereby unconditionally undertakes to procure that each and every one of its employees, agents, contractors, invitees or persons falling under its direct or indirect control while present upon its FACILITY or otherwise engaged by the EXHIBITOR upon an activity elsewhere upon the EXHIBITION CENTRE, shall unreservedly respect, comply with and fully adhere to the RULES. Any contravention of this undertaking, will constitute a material breach of this CONTRACT and will entitle SBE to immediately terminate the CONTRACT without liability to the EXHIBITOR.
- 2.3 Neither the CONTRACT nor any right nor interest thereunder may be ceded nor assigned to any other party without the prior written consent of SBE having been first obtained, which consent may in its sole discretion be withheld.
- 2.4 An EXHIBITOR electing to cancel the CONTRACT prior to the commencement of the EVENT may become entitled to a refund of any payments made upon the following basis:
 - 2.4.1 Should notice of intended cancellation be received by SBE, the deposit of the full contract price shall constitute an agreed liquidated damages amount which SBE shall be entitled to retain. The exhibitor shall forfeit the refundable deposit.

- 2.4.2 Should an EXHIBITOR seek to cancel the CONTRACT within two months or less prior to an EVENT, the EXHIBITOR will not become entitled to the refund of any monies, it being acknowledged that if SBE will not be able to mitigate its losses by way of obtaining any replacement EXHIBITOR for the FACILITY, the full contract value will consequently in such circumstances remain owing and payable by the EXHIBITOR to SBE.
- 2.5 This CONTRACT shall be governed by the laws of the Republic of South Africa.
- 2.6 Whilst every effort will be made to meet the requirements of EXHIBITORS, SBE reserves the right to make any alterations which may be considered necessary in SBE's sole and unfettered discretion or to alter the positions of any of the facilities at any EVENT, or to take any other steps considered necessary in connection with an EVENT in which the EXHIBITOR shall have no claim of whatsoever nature and kind arising from whatsoever cause against SBE.

3. RESERVATION OF CONTRACT BENEFITS

- 3.1 Whilst the CONTRACT shall have become established as detailed in 2.1, all right and benefits flowing therefrom in favour of the EXHIBITOR shall remain suspended until the EXHIBITOR has fully paid the agreed contract price to SBE.
- I. Signing of the contract is bidding, as such it will be taken as confirmation.
- 3.2 Payment by the EXHIBITOR of the specified deposit, will convert the allocation to a FACILITY pending the final payment of the outstanding contract price by the EXHIBITOR in terms of 3.1
- 3.3 The act of payment of the deposit in terms of 3.2 will, in the absence of submission of a written confirmation notice, be deemed to constitute a tacit confirmation thus giving rise to the final legal ratification for the establishment of the CONTRACT.
- 3.4 Until such time as the specified deposit is paid in terms of 3.2, the allocation of the FACILITY shall remain of a tentative nature and at all times free to be re-allocated by SBE to any alternate EXHIBITOR in its sole discretion and upon oral or written notice to that effect being given to the former EXHIBITOR.
- 3.5 Payment of the CONTRACT price shall be required to be effected by the EXHIBITOR in strict compliance with the invoice terms therefore issued by SBE.
- 3.6 A failure to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breach of the CONTRACT.

4. BREACH

- 4.1 In the EVENT of a breach by any party of any term or condition of this CONTRACT (which excludes clause 2.2), the aggrieved party shall only be entitled to seek relief in terms hereof, after giving to the defaulting party written notice to remedy same within the following parameters:
- 4.1.1 48 (forty eight) hours' notice should the breach materialise within a period of two months prior to the commencement date of the Exhibition; and
- 4.1.2 Immediately should the breach materialise during the Exhibition.

- 4.2 By virtue of the inherent nature of the Exhibition, time as contemplated in 4.1 is acknowledged by all parties to be of the essence.
- 4.3 Without prejudice to any other right whether under common law or in terms of the CONTRACT, SBE reserves the right to any other or additional claim or claims which it may have against the EXHIBITOR in law, and in the EVENT of breach of any term or condition of the CONTRACT not being remedied, SBE shall have the right and option forthwith either to cancel the CONTRACT or to institute proceedings for specific performance against the EXHIBITOR and without any further notice, with or without any additional claim for damages arising from such breach.
- 4.4 All legal costs incurred shall be recoverable by SBE on the scale of attorney and own client.
- 4.5 The *domicilium citandi et executandi* shall be those addresses of the EXHIBITOR and SBE as recorded on the face hereof.

5. PAYMENT TERMS

Early Bird Discount applicable until the 31st of May 2022.

6. Cancellation Terms

- On or before 15th June 2022 – 25% cancellation penalty
- On or before 30th June 2022 – 50% cancellation penalty
- After 15th July 2022 – 100% cancellation penalty

Please note that you will not be allowed to exhibit if payment in full is not received.

All payments to be made directly to SBE as per invoice and payment dates. Please use your company name as your reference.

Account Name:	Synergy Business Events (Pty) Ltd	Bank:	First National Bank – Comm Account Services Cust
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Account number:
62828913493
Branch Name: ROSEBANK
Branch code: 37
Swift Code: FIRNZAJJ