



## EXHIBITOR TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 In these Terms: We Are Africa means the company We Are Africa LLP; Exhibition means the We Are Africa show taking place from **14-17 May 2018** in Cape Town; Contract means the contract between the Exhibitor and We Are Africa LLP in respect of the allocation of space to the Exhibitor at the Exhibition in accordance with the Invitation and these Terms; Deposit means a sum equal to 35% of the Fee; First Release Rate means a discount of 20% on the Fee; Second Release Rate means a discount of 10% on the Fee. Exhibition means the We Are Africa travel show; Exhibitor means the person and /or company whose details are set out in the Invitation and any person who becomes as Exhibitor pursuant to clause 5; The Guide means the exhibitor manual made available by We Are Africa LLP to the Exhibitor at least 4 weeks prior to the start of the Exhibition; Fee means the charges payable by the Exhibitor as specified in the Invitation; Force Majeure means, in relation to We Are Africa, any circumstances beyond the reasonable control of We Are Africa LLP including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist or other similar purposes, biochemical attacks, cyber-attacks, national mourning, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations; GBP and £ means British Pounds; Invitation means the Exhibitor's offer to exhibit at the Exhibition as set out in the booking form signed by the Exhibitor; We Are Africa means We Are Africa LLP the company Beyond Luxury Media Ltd. and its officers, employees and/or agents; Meeting Table means the table and 3 chairs allocated to the Exhibitor as specified in the Invitation; Official Evening Functions, means those functions organised or arranged as such by We Are Africa LLP as part of the Official Programme; Official Programme means the programme of events organised or arranged by We Are Africa LLP details of which shall be made available at least 2 weeks prior to the start of the Exhibition; Parties shall mean We Are Africa LLP and the Exhibitor; Private Event means an event arranged by an Exhibitor for Buyers; Rules & Regulations means the rules of the Venue where the Exhibition is taking place and provided to the Exhibitor from time to time; Space means the space allocated to the Exhibitor as specified in the Invitation; Stand means the stand and Space allocated to the Exhibitor as specified in the Invitation; Terms means these terms and conditions; Venue means the site at which the Exhibition is to be held.

### 2. ENTIRE AGREEMENT

2.1 The Invitation constitutes an offer by the Exhibitor to exhibit at the Exhibition in accordance with these Terms. The Invitation shall only be deemed to be accepted (at We Are Africa LLP's absolute discretion) when We Are Africa LLP issues written acceptance of the Invitation at which point and on which date the Contract shall come into existence (Commencement Date).

2.2 The Contract constitutes the entire agreement between the Parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law from the Contract.

2.3 Any changes or additions to the Contract shall only be binding when agreed in writing and signed by We Are Africa LLP. We Are Africa LLP may, from time to time, vary or amend the Contract by notice in writing to the Exhibitor provided that such variations or amendments shall not operate to diminish the rights reserved to the Exhibitor under the Contract or to increase the liabilities of the Exhibitor or We Are Africa LLP.

### **3. FEES**

3.1 The Exhibitor shall pay the Fee in accordance with clause 3.

3.2 Subject to clause 3.3, We Are Africa LLP shall invoice the Exhibitor for the Deposit on the Commencement Date or as soon as possible thereafter. The balance of the Fee shall be invoiced no later than 120 days prior to the start of the Exhibition (15 January 2018).

3.3 If the Commencement Date is less than 120 days prior to the start of the Exhibition, We Are Africa LLP shall invoice the Exhibitor the full amount of the Fee on the Commencement Date or as soon as possible thereafter and payment of the fee will be required immediately by return.

3.4 All invoices will be payable by the Exhibitor within 30 days of the date of the relevant invoices and subject to value added tax at the prevailing rate (if applicable). However if the Commencement Date is less than 120 days prior to the start of the Exhibition, payment of the Fee will be required immediately by return.

3.5 The Exhibitor shall not be permitted to exhibit at the Exhibition unless payment in full and in cleared funds has been made of the Fee prior to commencement of the Exhibition.

3.6 The First Release Rate will be limited to the first 220 contracts received by We Are Africa LLP. To qualify for the First Release Rate, the Deposit must be paid by 01 September 2017 and the final balance of the Fee must be paid by 15 January 2018. If either the deposit deadline or the final balance of the Fee is not met, the Exhibitor will be automatically re-invoiced at the maximum rate of their selected package as set out in the Invitation, and the outstanding balance due immediately on receipt of such invoice.

3.7 The Second Release Rate will be limited to the next 50 contracts received by We Are Africa LLP, after the 220 First Release Rate contracts have been secured. To qualify for the Second Release Rate, the Deposit must be paid within 30 days of invoicing and the final balance of the Fee must be paid by 15 January 2018. If either the deposit deadline or the final balance of the Fee is not met, the Exhibitor will be automatically re-invoiced at the maximum rate of their selected package as set out in the Invitation, and the outstanding balance due immediately on receipt of such invoice.

3.8 All payment of Fees must be paid by bank transfer to the nominated account of We Are Africa LLP and no payment will be accepted by cheque.

### **4. CANCELLATION**

4.1 We Are Africa LLP shall be entitled to cancel the Contract if it considers, at its absolute discretion, that the products or services provided by the Exhibitor or any person sharing the Stand do not fit the profile or the particular standards of the Exhibition. We Are Africa LLP shall not be required to repay any part of the Fee already paid by the Exhibitor.

4.2 We Are Africa LLP shall be entitled to cancel the Contract if the deposit has not been received within 30 days of invoicing. We Are Africa LLP reserve the right to reclaim and release the package as set out in the invitation.

4.3 The Exhibitor may cancel the Contract in its entirety or reduce its Space requirements by giving notice in writing to We Are Africa LLP. If such notice is received by We Are Africa LLP at least 120 days prior to the start of the Exhibition, the Exhibitor will only be liable for the 35% Deposit or that part of the Deposit paid in the same proportion to the Space required compared to the Space required in the Invitation. Where such notice is received by We Are Africa LLP less than 120 days prior to the start of the Exhibition, the Exhibitor shall remain liable for the Fee in full.

4.4 We Are Africa LLP shall not be required to assist the Exhibitor to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure by the Exhibitor to obtain any such documents from the relevant authorities shall not constitute frustration of the Contract or enable the Exhibitor to terminate the Contract otherwise than on the Terms herein stated.

4.5 Either Party may (without limiting any other remedy) terminate the Contract with immediate effect by giving written notice to the other Party if: (1) the other Party commits any breach of any term of the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or (2) if the other Party (being a corporation or other corporate entity) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed or (3) in the event of death of either Party (being an individual). On termination of the Contract for any reason the Exhibitor shall immediately pay to We Are Africa LLP all of We Are Africa LLP 's outstanding and unpaid invoices and any other amounts due pursuant to the Terms herein stated.

## **5. CONDUCT OF EXHIBITOR**

5.1 The Exhibitor has no right to occupy any particular space, although We Are Africa LLP will endeavour to take into account the Exhibitor's preferences when allocating space at the Exhibition.

5.2 The Exhibitor shall not assign any of its rights under the Contract, or share, sub-let or grant licences in respect of the whole or any part of the Stand, save as permitted in writing by We Are Africa LLP. The Exhibitor may elect to share its stand with another person subject to the approval of such person by We Are Africa LLP. We Are Africa LLP shall require any assignee or Stand sharer to agree to be bound by the terms of this Contract before approval of such assignment or sharing of the Stand is given and the Exhibitor and such person shall be jointly and severally liable to We Are Africa LLP under the Contract.

5.3 The Exhibitor shall follow all relevant laws, Rules & Regulations, meet relevant health & safety legislation and Venue guidelines.

5.4 The Exhibitor has a duty to keep its Stand clean and tidy at all times. If the Exhibitor fails to do so, We Are Africa LLP will charge a fee to cover the cost of having the cleaning done.

5.5 The Exhibitor shall not: a) remove or dismantle any part of its exhibit from its Stand, prior to the official closure of the Exhibition, and shall have its authorised representative present and available at the Stand at all times when the Exhibition is open to visitors and during installation and dismantling of the exhibit; or b) obstruct the view of adjoining exhibits nor operate in any manner intrusive or damaging to other exhibitors, including, without limitation, unreasonable use of light and noise; or c) display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audiovisual will be conducted without the prior written consent of We Are Africa LLP. d) remove any stand graphics from the Venue once the exhibition has ended, these remain the property of We Are Africa LLP and will be reused the next year or recycled.

5.6 The Exhibitor shall comply with all reasonable instructions of We Are Africa LLP or the operator of the Venue and with all statutory regulations, the Rules & Regulations and the The Guide, which may vary from time to time.

5.7 The Exhibitor shall pay to We Are Africa LLP forthwith, upon demand, the costs of making good all damage to stands suffered during the Exhibition, other than damage caused by We Are Africa LLP.

5.8 The Exhibitor may host Private Events during the Exhibition, with the consent of We Are Africa LLP in writing and provided that: (1) the number of Buyers attending does not exceed 20 Buyers and Press; and (2) the Private Event does not clash with the Official Programme. Any Exhibitor hosting a Private Event that clashes with the Official Programme or that has more than 20 Buyers and Press attending will have its registration(s) revoked and will be refused entry to the Exhibition including all business and social events in the Official Programme.

5.9 The organisation of Private Events is not the responsibility of We Are Africa LLP and We Are Africa LLP cannot facilitate entry or access to any of those events. We Are Africa LLP accepts no responsibility or liability for any loss or damage arising directly or indirectly as a result of any Private Event which events are either undertaken and/or attended by the Exhibitor at its own risk.

5.10 Family members, life partners, junior staff and non- delegates are prohibited from attending any of the Official Evening Functions or the Exhibition.

5.11 The Exhibition is for senior management only - director level and above. We Are Africa LLP reserves the right to refuse entry to the Exhibition to any junior staff.

## **6. INDEMNITY**

6.1 The Exhibitor shall indemnify and hold harmless We Are Africa LLP on a continuing basis against any loss, damages, costs, expenses or other claims arising from: a) breach of any term of the Contract by the Exhibitor or any person sharing the Stand; and b) acts or omissions of the Exhibitor, it's officers, employees, agents, sub-contractors or any person sharing the Stand, whether negligent or otherwise; c) the claims of any third party arising from the acts or omissions of the Exhibitor, it's officers, employees, agents, sub - contractors or any person sharing the Stand, whether negligent or otherwise and d) any Private Events hosted by the Exhibitor during the Exhibition.

## **7. LIMITATION OF LIABILITY** - The Exhibitor's attention is particularly drawn to this clause

7.1 Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither We Are Africa LLP nor its contractors engaged on arranging the Exhibition shall be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contract or otherwise howsoever for any loss or damage incurred by the Exhibitor whether, loss of profits, indirect, consequential or special, costs, expenses or other claims which arise from or in connection with the Exhibition (including without limitation any delay or cancellation of the Exhibition).

7.2 Subject to clause 7.1, We Are Africa LLP 's total liability to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contractor otherwise howsoever, in respect of all loss or damage arising from or in connection with the Exhibition, shall in no circumstances exceed the Fee.

7.3 Neither We Are Africa LLP nor its contractors engaged on arranging the Exhibition shall be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contract or otherwise howsoever for any loss or damage incurred by the Exhibitor whether, loss of profit, direct or indirect, consequential or special, costs, expenses or other claims arising: a) as a result of an act of Force Majeure; b) in relation to the movement of freight to and from the Venue; or c) other than personal injury or death caused by negligence, by fire, accident or theft of any nature.

7.4 If the Exhibition is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Exhibition as a result of: a) an act of Force Majeure; or b) conflicts or misinterpretations arising with the national or local authorities of the host country, its sponsors, agents or other bodies regarding any and all aspects of the Exhibition; C) change in Venue or date of the Exhibition made at We Are Africa LLP 's absolute discretion, then each of the following shall apply: i) Neither We Are Africa LLP nor any of its agents shall have any liability for any loss, damage or delay to the Exhibitor arising as a result of such circumstances; ii) We Are Africa LLP shall be entitled, but not obliged, to reschedule the Exhibition to another date and/or at an alternative site; and iii) We Are Africa LLP shall be entitled to retain such part of the Fee paid by the Exhibitor as it, in it's absolute discretion, considers necessary to meet any expenses incurred by it in connection with the Exhibition.

7.5 References in We Are Africa's marketing materials to "Guaranteed business Meetings with Buyers or Selected Suppliers" shall imply an obligation on We Are Africa LLP to use reasonable endeavour to provide such services to Exhibitors. However, if We Are Africa LLP is unable to honour such guarantees, such failure shall not constitute a breach by We Are Africa LLP of the Contract.

## **8. INSURANCE**

8.1 It is a requirement for ALL We Are Africa exhibitors and sub-exhibitors to have public liability insurance cover for a minimum of GBP 5 million valid in South Africa for the duration of the show (as required by the venue or by other authorities). An administration fee of GBP 189 will be automatically included on all Contracts unless a proof of alternative cover (if applicable) is provided at the time of signing and submitting the Invitation. Any Exhibitor not providing proof of public liability cover before the Exhibition will not be allowed to exhibit.

8.2 The Exhibitor is responsible for arranging its own insurance in relation to its employees, property and other equipment for which it is responsible and its participation expenses in case of cancellation, etc.

## **9. TAX**

9.1 All Exhibitors are fully responsible for their own tax liabilities as required by local governing authorities. We Are Africa LLP has no responsibility for the relevant tax process. This is a matter exclusively between the participating Exhibitor and the relevant local authorities.

9.2 We Are Africa LLP reserves its right to charge tax on the Fee depending on the tax situation of the Exhibitor and its country of residence.

## **10. USE OF DATA**

10.1 An official catalogue of Exhibitors will be issued by We Are Africa LLP to Buyers. We Are Africa LLP does not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.

10.2 The Exhibitor hereby consents to its personal information being displayed in the official catalogue.

10.3 The Exhibitor hereby consents to be photographed or videoed by a camera during Its participation at the Exhibition and acknowledges that the resulting material could be used by We Are Africa LLP for promotional purposes on print, on the Internet and on electronic format at We Are Africa LLP 's absolute discretion.

## 11. GENERAL

11.1 No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 If any provision of these Terms is held by any court or other competent authority to be invalid, illegal or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.3 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, not constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

11.4 The Contracts (Rights of Third Parties) act 1999 shall not apply to the Contract save for the agents of We Are Africa LLP seeking to enforce the terms of clause 7.3.

11.5 This Contract shall be governed by and construed according to English Law.

11.6 Subject to clause 11.5 each Party submits to the exclusive jurisdiction of the English Courts and waives any right it may have to object to an action being brought in those courts, but for the benefit of We Are Africa LLP, the parties agree that We Are Africa LLP may bring any action arising out of or in connection with this Contract, or enforce any judgment, in the courts of any other jurisdiction.

## CONTACT US ON

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