**2027 SANLAM CAPE TOWN MARATHON EXPO**
**STANDARD EXHIBITOR TERMS AND CONDITIONS OF CONTRACT**

**1. Definitions**

1.1. "**Agreement**" means the Standard Exhibitor Terms and Conditions of Contract as set out herein.

1.2. "**End Date**" means the end date as stipulated in clause 2.

1.3. "**Exhibitor**" means the organisation and/or person who has applied for and has been granted space to display works or other items of interest at the Exhibition.

1.4. "**Exhibition**" means the 2027 Sanlam Cape Town Marathon Expo.

1.5. "**Force Majeure Event**" means any event beyond the reasonable control of either Party including, without limitation, Acts of God, war, riot, civil commotion, malicious damage, disease, declarations of state of emergency, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, fire, flood, and storm, acts or omissions of any persons for whom either Party is not responsible, strikes or any industrial action affecting the Exhibition and outside the control of the Party relying on the Force Majeure Event.

1.6. "**Lease Date**" means together the Start Date and End Date, both inclusive, as stipulated in clause 2.

1.7. "**Organiser**" means the Organiser as defined in clause 1, who owns and manages the event.

1.8. "**Parties**" means the Exhibitor and the Organiser collectively.

1.9. "**Premises**" means the DHL Stadium, Cape Town where the Exhibition will be held.

1.10. "**Stand**" means a structure erected at the election of the Exhibitor including, without limitation, all décor, equipment, signage and materials.

1.11. "**Stand Price**" means the total price as elected in clause 2 in respect of the Exhibitors Stand for the Lease Date for which the Exhibitor is liable.

1.12. "**Start Date**" means the start date as stipulated in clause 2.

**2. Exhibitor's Stand**

2.1. The Organiser leases and the Exhibitor hires a space at the Exhibition to be held at the Premises on the Lease Date.

2.2. Whilst the Organiser shall do everything within its power to ensure that the location of the Exhibitor's Stand within the Exhibition is as agreed herein, the Organiser shall have the right to relocate the stand at its sole discretion. In the event of the stand relocating, the Exhibitor will be notified in advance in writing.

2.3. The Organiser reserves the right, within its sole and absolute discretion, to change the Exhibition venue or move a section of the Exhibition should they consider it within the interest of the Exhibition.

2.4. The Organiser shall have the right to cede or assign its rights and to delegate its obligations under this Agreement to any person of its choice.

2.5. The Stand must be occupied, fully decorated and ready for the Exhibition on or before 15h00 one day prior to the Start Date, failing which the Organiser shall be entitled to levy a penalty of up to R1'000.00 (One Thousand Rand) per hour against the Exhibitor, until the Stand is occupied, fully decorated and ready. The Organiser shall be entitled to recover such penalty from the Exhibitor notwithstanding the fact that the Agreement may subsequently be cancelled.

2.6. No loudspeaker or public address system may be installed or used by the Exhibitor without the prior written consent of the Organiser.

2.7. The Exhibitor may not deviate, alter or change, in any manner whatsoever, the activity or product in terms of which it received approval without the prior written consent of the Organiser.

2.8. The Exhibitor may not cede or assign or sub-let any portion of its Stand or permit its use by exhibitors or representatives of non-exhibiting firms, unless the prior written consent was obtained from the Organisers.

2.9. 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 prior written consent of the Organiser.

2.10. The Exhibitor shall keep the Stand open and adequately staffed at all times while the Exhibition is open to the public.

2.11. All corner exhibition stands must be open on the aisles. Under no circumstances may the open side/s of an aisle exhibition stand be closed with any form of walling.

2.12. The Exhibitor shall be responsible for the removal of any and all décor, equipment, signage and whatsoever erected by the Exhibitor on the End Date.

2.13. Break-down of the Stand must be complete on or before 19:00 on the End Date, failing which the Organiser shall be entitled to dispose, at its sole discretion, of any and all décor, equipment, signage and whatsoever erected by the Exhibitor. Any costs in relation thereto will be for the Exhibitors account.

2.14. The Exhibitor shall be responsible for obtaining any and all insurance policies for the full duration of the Lease Date and until the Exhibitor has removed any and all of its décor, equipment, signage and whatsoever erected by the Exhibitor from the Premises as may be necessary to cover any such possible claims, loss or damage.

**3. Payment and cancellation of Exhibitor's Stand**

3.1. A non-refundable deposit equal to 50% of the Stand Price is due immediately upon receipt of invoice. The balance of the Stand Price is due one month prior to the Start Date.

3.2. If the deposit has not been received within 14 (fourteen) days of date of invoice, the Organiser reserves the right to cancel this Agreement.

3.3. Should the Exhibitor no longer want to participate in the Exhibition, a written request for cancellation must be submitted to the Organiser. The Organiser will not consider a cancellation if the Exhibitor has not made a written request.

3.4. Should the Exhibitor request a cancellation of this Agreement in writing less than 2 months prior to the Start Date, the Exhibitor will remain liable for 100% of the Stand Price.

3.5. Should the Exhibitor request a cancellation of this Agreement in writing more than 2 months prior to the Start Date, the Exhibitor will remain liable for 50% of the Stand Price, provided that:

3.5.1. Should the non-refundable deposit as contemplated in clause 5.1 not have been paid prior to the written request, the Organiser will provide an invoice for 50% of the Stand Price as a cancellation fee together with an acceptance of cancellation;

3.5.2. Should the non-refundable deposit as contemplated in clause 5.1 have been paid prior to the written request, then no further fee will be required to be paid by the Exhibitor.

3.6. If an unauthorised party signs this Agreement on behalf of the Exhibitor, such party shall be personally liable in terms of the Agreement for any and all of the Exhibitor's obligations.

**4. Stand Preparation**

4.1. The Organiser shall be entitled to issue written directives from time to time regarding methods and materials of décor, stand layout, design and quality installation and the Exhibitor shall timeously comply with such directives.

4.2. The Organiser reserves the right to request, in advance, detailed plans for the decoration of the Stand. The detailed plans are subject to written approval of the Organiser, who shall have the right to make changes to the detailed plans as it, in its sole discretion, considers necessary or desirable in the best interests of the Exhibition.

4.3. Minimum requirements include, but are not limited to –

4.3.1. Posters must be mounted in snapper frames only and not affixed to shell scheme walling;

4.3.2. All tables must have table linen and it is to be ironed and reach the floor at all points;

4.3.3. Brochures/literature, if applicable, is to be neatly displayed;

4.3.4. No cardboard boxes are allowed on the Stand;

4.3.5. No feather banners are permitted as part of the branding on the stand

4.4. The Organiser shall at all times be entitled to free and undisturbed access to the Stand during the preparation and use thereof by the Exhibitor.

**5. Vetting**

5.1. In order to maintain the desired level of quality displayed at the Exhibition, the Organisers will vet all exhibition stands from 15:30 one day prior to the Start Date.

5.2. If the Stand is substandard to the desired level of quality, the Exhibitor will be given notice to rectify any and all problems identified by the Organiser within 2 (two) hours.

5.3. Should the Exhibitor fail to rectify the problems identified by the Organiser, the Organiser is entitled to close the Stand.

**6. Custom Built Stands**

6.1. Exhibitors building custom Stands must submit technical drawings thereof 6 (six) weeks prior to the Start Date for approval by the Organiser, Fire and Safety.

6.2. No structure may exceed a maximum height of 4 meters above ground level, subject to the final approval of the technical drawing and design by the Organiser.

6.3. Any walling on the open aisle perimeter side that exceeds 2.5 meters in height may not occupy more than one-third of the length of that side, unless approved in writing by the Organiser.

6.4. Any Stand exceeding 2.5 meters in height will require an Engineers certificate upon completion.

**7. Dangerous materials or exhibits**

7.1. No naked lights, oil lamps or temporary gas or electrical fittings may be used in the Exhibition building, unless agreed in writing by the Organisers.

7.2. No petrol, dangerous gases or highly flammable substances are allowed, unless agreed in writing by the Organisers.

7.3. The Exhibitor shall do nothing to jeopardise the current insurance policies or the licences of the Premises or the Organisers.

**8. Attendance**

8.1. The Organiser does not guarantee the number of persons expected to attend or actually attending the Exhibition.

**9. Organiser's Liability**

9.1. If the Organiser, *prior to the commencement* of the Exhibition –

9.1.1. is unable to proceed with the Exhibition as a result of a Force Majeure Event and/or

9.1.2. decides for any reason whatsoever to cancel the Exhibition;

the Organiser shall be obligated to repay the Exhibitor all amounts paid to the Organiser by the Exhibitor, including the non-refundable deposit.

9.2. Other than a claim for re-payment in terms of this clause, the Exhibitor shall have no other claims of whatsoever nature against the Organiser and indemnifies the Organiser accordingly.

9.3. If the Exhibition closes, whether temporarily or permanently, *after it has commenced* –

9.3.1. as a result of circumstances beyond the Organiser's control, including permission, approval or consent given by any competent authority which is subsequently withdrawn, the Organiser shall not be liable to refund any monies which have been paid by the Exhibitor in terms of the Agreement, nor shall the Exhibitor have any other claims of any nature against the Organiser and indemnifies the Organiser accordingly.

9.3.2. as a direct consequence of any act or omission of the Organiser, the Exhibitor shall have no claim of any nature against the Organiser regardless of the circumstances and indemnifies the Organiser accordingly.

**10. Exclusion of Liability**

10.1. The Organiser shall not be liable for any loss or damage sustained by the Exhibitor, and/or its employees, agents, servants, customers, clients or invitees from any cause whatsoever and indemnifies the Organiser accordingly, as a result of:

10.1.1. Any performance/failure of performance/partial performance by any party contracted at the specific instance of the Exhibitor, in carrying out his obligations to the Exhibitor, or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class of goods or services in respect of the Exhibition.

10.1.2. The Exhibitors failure to obtain any and all insurance policies for the full duration of the Lease Date.

10.2. The Organiser 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 Premises for the Exhibition, including but not limited to décor, equipment, signage and whatsoever erected, by the Exhibitor for any reason whatsoever and without limiting the generality of the foregoing, whether by theft, fire, breakage and/or negligence of any persons.

10.3. The Organiser shall not be responsible for any direct, indirect or consequential loss or damage or harm or injury suffered by the Exhibitor, its servants, employees, agents, contractors or invitees from whatever cause, 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 Premises being in or falling into a defective state of repair.

10.4. The Exhibitor hereby indemnifies and holds the Organiser harmless against all and any actions, claims, demands, costs, charges or expenses arising or resulting directly, or indirectly from any act or omission by the Exhibitor, its servants, agents, contractors or invitees notwithstanding that such act or omission may have been occasioned in whole or in part by the fault or negligence (gross or otherwise) of the Organiser, its servants, employees, agents, contractors or invitees, or by the Premises or any installations thereof being or falling into a defective state of repair.

10.5. The Exhibitor exhibits at the Premises entirely at its own risk.

**11. Cancellation and Breach**

11.1. Subject to clauses 5.3 to 5.5, the Exhibitor shall not be entitled to cancel this Agreement.
11.2. Should the Exhibitor at any time breach any provision thereof, the full amount outstanding in terms of the Agreement will, at the election of the Organiser, become immediately due and payable, irrespective of whether the Exhibitor attends the Exhibition or not.
11.3. If the Organiser has to institute legal action against the Exhibitor in terms of this Agreement, the Exhibitor will be liable for the Organiser's legal costs on the attorney and client scale, which costs will include collection commission and advocates fees if applicable.
11.4. The Organiser shall be entitled to charge the Exhibitor interest on all amounts which are due and owning in respect of the Stand Price and which have not been paid to the Organiser at the rate of prime plus 2% per annum.
11.5. For the purpose of delivery and service of all notices and/or processes arising from or in connection with this Agreement, the Parties choose as their respective *domicilium citandi et executandi* the addresses as per clause 1 and 2.
11.6. The laws of the Republic of South Africa will govern this Agreement.

**12. Intellectual Property**

12.1. The Exhibitor expressly acknowledges and agrees that nothing in this Agreement shall entitle the Exhibitor to make use of any design, logo or trademark associated with and/or registered to the Organiser.
12.2. The Exhibitor undertakes not to make use of any design, logo or trademark associated with the Sanlam Cape Town Marathon, either with the design of its products, the Stand or its own online/social media marketing ahead of the Exhibition.
12.3. The Exhibitor agrees and understands that any failure to comply with clauses 12.1 and 12.2 may result in the Exhibitor being barred from the Exhibition.
12.4. Notwithstanding the above, the Exhibitor authorises the Organiser to use the Exhibitor's name and photographs for promotional purposes in respect of the Exhibition only, and in so doing, the Organiser undertakes not to use such name in a derogatory manner.

**13. General**

13.1. The Agreement constitutes the entire agreement between the Organiser and the Exhibitor in respect of the subject matter thereof and no agreements, representations or warranties between the Parties other than those set out therein are binding on the Parties.
13.2. The Organisers reserve the right to add to, alter or expunge any of these terms and conditions contained in the Agreement at any time on written notice to the Exhibitor.
13.3. Each Exhibitor must bring to the notice of all agents or contractors employed by him the terms and conditions contained in the Agreement as may affect such agents or contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned.