

SPONSORSHIP CONTRACT



13 - 14 October 2020

Durban, South Africa

Your Company Details

(Please ensure the correct details are specified)

Company Name				<input type="checkbox"/> First time sponsor
Fascia Name	The Fascia name that will appear on all show promotional material including website			
Contact Person		Mobile		
Address				
Telephone		Fax		
Email		Website		

Billing Details (If different to the above)

Company		Contact Person	
Telephone/Mobile		Email	
Invoice Address		Vat number	

Sponsorship Details

This sponsorship includes the following

Sub Total		R
5% service charge		R
VAT 15%		R
PAYMENT TERMS	TOTAL	R
100% payment is due.		
Payment is due 30 days from invoice date when contract is signed. Payment is due immediately should contract be signed less than 3 months prior to event.		

Salesperson

This application will form a contract between us. Having read and agreed the terms and conditions, we hereby contract for the items indicated above for purposes of exhibiting goods and services and we undertake to be bound by and observe and perform such conditions and pay the balance as stated above on the stand space rental on receipt of invoice.

This form must be signed by a Director or person authorized to purchase on behalf of the company		Space confirmed on behalf of DMG EMS (Pty) Ltd	
Full name of signatory	<input type="text"/>	Full name of signatory	<input type="text"/>
Job Title	<input type="text"/>	Job Title	<input type="text"/>
Signature	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

Please make payment quoting your Invoice Number:

Standard Bank
 Account Details: DMG Exhibition Management Services (PTY) Ltd
 Account number: 02 324 265 5
 Account type: Business Current Account
 Branch name: Sandton Branch
 Branch IBT: 019205
 Swift code: SBZAZAJJ

ORGANIZED BY



TERMS AND CONDITIONS

1. The Sponsor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility at which the Event is to be held, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Event; and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors and fellow attendees to the sponsorship event ("Event").
2. The Sponsor agrees to abide by all rules and regulations governing the Event established from time to time by the Organiser, including rules and regulations set forth in any documentation provided to the Sponsor by the Organiser prior to the event (if applicable). Sponsors will receive access to the Event website to include their details into the Event program and on the official website.
3. The Sponsor agrees to observe, to the extent applicable, all contracts and labour relations agreements in force (i) between Organiser and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Event is taking place.
4. In the event of the Sponsor also being an "exhibitor", the Sponsor agrees to occupy the contracted exhibit space during Event hours and to sell, promote or advertise only the products and services related to their company or associated companies in accordance with the Exhibition Terms and Conditions (provided to the Sponsor separately, for the purpose of clarity reference to Exhibitor therein shall mean to the Sponsor as noted herein).

5. Payments Terms and Charges:

- (a) Sponsor shall pay the Organiser the Price in accordance with the Particulars.
- (b) The invoice will be generated upon receipt of an authorised booking form;
- (c) Any additional charges incurred at the Event, which are not covered by the package, shall be borne by the Sponsor;
- (d) Payment must be received within 7 days from date of invoice;

6. VAT:

All payments to be made under these Terms and Conditions shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.

If the Organizers are required by ensuing legislation to make any such payments, the Exhibitor will pay to the Organizers such additional amounts as are necessary to ensure receipt by the Organizers of the full amount which Organizers would have received but for such levies.

These Terms and Conditions have price elements that are subject to VAT (value-added tax) under South African law. Where the transaction is with a South African business or a business with domiciled offices or a registered entity in South Africa, VAT is applied at the standard rate of 15% (fifteen percent). Where the transaction is with an entity not registered and domiciled in the Republic of South Africa, the whole supply are subject to VAT at zero rate (0%).

Output VAT at the standard rate of 15% is levied on the supply of goods or services in South African by a vendor in the course or furtherance of an enterprise carried on.

7. Organiser Rights

- (a) Organiser reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of sponsors and sponsorships for the Event, (ii) reject or prohibit sponsors or sponsorships which Organiser considers objectionable, inappropriate, disruptive or offensive to the Organiser, other sponsors or Event attendees; (iii) change or modify the layout of the Event and/or relocate sponsors; (iv) cancel, in whole or in part, the Event due to a Force Majeure or otherwise; or (v) change the date, location and duration of the Event; without any liability whatsoever to the Sponsor.
- (b) Organiser shall have the right to establish from time to time and amend or modify any regulations governing use of the facility and the Event.

8. Indemnity/Liability/Insurance

- (a) Sponsor agrees to indemnify and hold harmless the Organiser, other Event sponsors and the facility and their respective officers, agents,

insurers and employees, against all claims, damages, costs and charges of every kind resulting from their sponsorship or its occupancy of exhibit space (if applicable) and its environs, for personal injuries, death, property damages or any other damage sustained by the Sponsor, Organiser, the facility, or an attendee to the Event and their respective officers, agents, employees or those for whom in law they are responsible, being their staff, employees, guests, agents and the like.

- (b) Organiser accepts no responsibility for any loss or damage to properties, personal injuries or death to any of the Sponsor's employees, staff or agents that occurs during or in preparation for the Event unless such harm is occasioned by the Organiser;
- (c) In making arrangements with third parties (if applicable) for carriage by air, hotel, accommodation, transportation or other services related to the Event, the Sponsor accepts that the Organiser cannot be held responsible and hereby agrees to absolve the Organiser from any liability that arises due to the default, acts or omissions of these third parties;
- (d) The Parties hereby agree that the maximum liability to which the Organiser shall be subject to shall be limited to the Price paid by the Sponsor and the Sponsor shall keep the Organiser indemnified for any and all amounts that exceed that figure. Organiser will not be responsible for any loss of business, loss of profits, consequential or special damages, (direct or indirect), or expenses incurred by the Sponsor, of whatever nature that the Sponsor may suffer.
- (e) The Sponsor is responsible to arrange suitable insurance with a reputable insurance provider with regard to the an exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of its exhibit space and its environs (if applicable).

9. Cancellation and Termination

- (a) The Sponsor shall have the right to cancel this sponsorship agreement by notice in writing to be delivered to Organiser no later than one hundred and twenty (120) days preceding the scheduled date of the Event. All deposits received by Organiser up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Sponsor (i) notifies Organiser less than sixty (60) days preceding the opening date of the Event that it wishes to cancel this sponsorship agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Event; Organiser reserves the right to (iv) cancel this sponsorship agreement without notice and all rights of the Sponsor hereunder shall cease and terminate; (v) retain any payment made by the Sponsor as liquidated damages (and not as a penalty) for breach of this sponsorship agreement; (vi) re-license the said Sponsorship; and (vii) bring action against the Sponsor for payment of the full cost of the space originally licensed from Organiser.
- (b) In the event that this sponsorship agreement is cancelled or terminated, the Sponsor shall immediately cease using any Event or Organiser logos or trademarks (if applicable).
- (c) If the Sponsor violates or breaches any other terms or conditions of this sponsorship agreement, all payments made by the Sponsor and all amounts due to Organiser shall be deemed earned by Organiser and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this sponsorship agreement, Organiser shall have the right to immediately occupy the space, if applicable, of the violating and/or breaching Sponsor and utilize it in any manner as Organiser deems appropriate, including, but not limited to, re-licensing its use to another sponsor. The Sponsor shall not be entitled to any offset or mitigation of the amount due as a result of the use of or payment for the space by another sponsor. Each covenant by the Sponsor contained herein is material and of the essence of this agreement and violation of any term or condition hereof by the Sponsor shall be a default of the entire agreement entitling Organiser to immediately and without notice revoke the privileges granted to the Sponsor and, if applicable, take possession of the space of the defaulting Sponsor. Any such revocation of the license granted for the sponsorship herein shall be without prejudice to Organiser to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.
- (d) If the Organiser cancels the Event, due to a Force Majeure event or otherwise, the Sponsor will receive 100% refund of any monies paid, less those reasonable costs incurred by the Sponsor up until the notification of cancellation. The Organiser will use its best endeavours to refund any amounts due to the Sponsor within twenty (20) working days following notification of the cancellation.

10. FORCE MAJEURE

If by reason of a Force Majeure event or circumstance beyond the reasonable control of the Organiser, it is prevented or delayed from fulfilling its obligations under this agreement, it shall have no liability whatsoever to the Sponsor in respect of such prevention or delay. If it transpires that the Event cannot be rescheduled and it is impossible to hold the Event then Clause 8(d) shall apply. For the purpose of this clause Force Majeure shall mean shall mean acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic; terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical or biological contamination or sonic boom any law or any action taken by a government or public authority including without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of building, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service ("Force Majeure").

11. NOTICE AND TIME OF THE ESSENCE

- (a) Any notice or other communication required to be given to the other under or in connection with this Contract shall be in writing and shall be delivered by hand at the address of the Parties set forth in the particulars or to such other address provided in writing by the party to the other prior to the Event, or if sent by recorded delivery (providing proof of postage or proof of delivery) or sent by facsimile or email to the other party's main fax number or email address as noted in the Particulars.
- (b) Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or on the (5th) fifth Business Day after posting if sent by recorded delivery or if sent by fax or email, on that Business Day provided it is sent before 5.00pm, otherwise at 9.00 am on the next Business Day. For the purpose of this clause Business Day shall mean a day on which the Banks are open for business in South Africa ("Business Day").
- (c) Time shall be of the essence in each and every provision of the Contract whereby something is required to be done on or by a specified day or within a specified period by the Sponsor.

- 12. MISCELLANEOUS** (a) The relationship between Sponsor and Organiser will be that of independent contractors. This sponsorship agreement does not constitute the parties, and the parties will not be deemed to be, partners or joint ventures" of one another. Neither party will have any right to act as the agent or legal representative of the other party or to create any liability for or bind the other party in any respect whatsoever. (b) This Contract supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter hereof, whether oral or written, express or implied, statutory or otherwise except as expressly stated in this sponsorship agreement. (c) No alterations or variations of the terms of this sponsorship agreement shall be valid unless made in writing and signed by each of the parties hereto. (d) The failure of either party at any time to enforce any of the terms, provisions or conditions hereunder or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's rights thereafter; (e) Organiser makes no representations or gives any warranties as to the success of the Event, attendance or numbers; (f) Neither Party may assign, transfer or otherwise deal their rights interest and obligations hereunder without the written consent of the other; (g) In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of Organiser it may be severed from this Contract and the remaining provisions shall remain in full force and effect unless Organiser decides that the effect of such declaration is to defeat the original intention of the parties in which event the Organiser shall be entitled without liability to terminate by notice in writing to Sponsor;