

Africa Rocks Expo 2012 Terms & Conditions

1. Definitions

Exhibitors shall be bound by the conditions, rules and regulations set forth in this contract and any changes must be made in writing and signed by an authorised official of the Organiser who shall have full power to interpret and to make changes to this contract, provided such changes do not operate to diminish rights reserved for the Exhibitor and shall not operate to increase liabilities of the Organiser, its agents or employees. This contract shall be construed in accordance with English Law and for the exclusive benefit of the Organiser, the Exhibitor submits to the jurisdiction of the English Courts. This contract is deemed to include all rules and regulations of the Expo, as notified to the Exhibitor, and any amendment thereof made in accordance with the terms thereof (the "Rules and Regulations"). The Exhibitor also agrees that this contract is subject to the terms of the agreement between the Organiser and the venue owner under which the Organiser has licensed the premises of which this Space is part. Nothing in this contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this contract shall create any such rights unless expressly so stated in any such variation.

2. Payment Terms

(i) No Exhibitor shall be permitted to exhibit unless they have paid prior to the Expo all of the fees agreed to on the Booking Form. The Organiser reserves the right to withdraw support services and facilities until all amounts due have been paid. The Organiser reserves the right to close, have removed, or confiscate any stand and/or exhibits belonging to the Exhibitor if it has not fulfilled its obligations relating to payments.

(ii) Each Exhibitor is responsible for settling all accounts for ancillary charges and expenses incurred in connection with the Expo, which are initiated by it, its agent, representative or contractor and must discharge all such liabilities forthwith when called upon to do so.

3. Location of Space

For the avoidance of doubt any contract between the Organiser and the Exhibitor for Space is only for the area of such space and no acceptance by the Organiser of the Booking Form or allocation of the Exhibitor's name to any particular part of any Expo floor plan or stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Expo in such particular location and the Organiser reserves the right without being required to give notice to the Exhibitor to alter the layout of the Expo floor plan or position of any stand at any time.

4. Occupation of Space

The Exhibitor shall be entitled to exhibit only those products or categories of product specified at the time of booking. The Exhibitor must equip, dress and occupy the Space allotted to them by show opening time on the first day of the Expo. Any Exhibitor failing to do so will be deemed to have cancelled their space booking. In this event the Terms and Conditions relating to cancellation will apply and the Organiser may re-sell or reallocate such Space at its absolute discretion. No Exhibitor shall be allowed to remove exhibits or material from their Expo stand prior to the official close of the Expo, and the Exhibitor shall have an authorised representative present at the Expo throughout the installation and dismantling of its exhibit.

5. Loss, Theft or Damage

The Organiser, and its respective officers, Employees and agents are not responsible for any loss, theft or damage of any nature to any property. A reputable security team will be on duty day and night, but the Organiser, while taking precautions against loss, will not guarantee against it and is hereby expressly released from any liabilities for injury or damage there from. The Exhibitor is urged to adequately insure its

exhibits, display material and other equipment for which it is responsible and for any exhibitor stand staff personal effects.

6. Show Guide and website

The publisher of the show guide and website, the Organiser, and their respective officers, agents and employees will not be responsible for any errors or omissions in relation to these publications.

7. Cancellation

The Booking Form signed on behalf of the Exhibitor is deemed conclusive evidence of the Exhibitor's agreement to pay the full fees due from that moment as shown on the Booking Form. The application is non-cancellable by the Exhibitor. The Exhibitor further acknowledges that, in the event that the Exhibitor should choose not to take up its space at the event, it acknowledges that The Culture Initiative Ltd, having incurred expenses as a result of this contract, is not required to refund any of the fees agreed to and that The Culture Initiative Ltd is also entitled to any unpaid amounts that may be owed by the Exhibitor to The Culture Initiative Ltd against this contract.

8. Indemnity

Unless otherwise provided for in these Terms and Conditions the Exhibitor shall fully indemnify the Organiser together with its officers, employees and agents, against all claims, costs, demands, proceedings and losses (including negligence) whatsoever made against or incurred by the Organiser (or such other persons as aforesaid) as a result of the Exhibitor exhibiting, advertising, promoting, selling or supplying any goods/ services at the Expo.

9. Insurance and Exclusions

(i) The Exhibitor shall ensure that it has full insurance cover including but not restricted to, all risks on its property, exhibits or articles of any kind, employers' liability, public liability, product liability and comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident, negligence or any other causes. The Exhibitor shall insure against, indemnify and hold the Organiser together with its officers, employees and agents harmless in respect of all the costs, claims, demands and responses to which the Organiser or any such person may in any way be subject as a result of any loss or injury arising to any person including members of the public or the Organiser's, staff, agents or contractors or property however caused as a result of any act or default of the Exhibitor, its officers, employees, agents, contractors, subcontractors or invitees. If the Organiser so demands the Exhibitor shall provide proof to the Organiser that the Exhibitor has adequate insurance cover. Exhibitors may wish to take insurance for losses and wasted expenditure in the event of the Expo being cancelled, abandoned or curtailed. Exhibitors must ensure that their temporary staff and the staff of their agents or contractors are covered by public liability insurance. The period for which such insurance shall be maintained shall run from the time the Exhibitor or any of its officers, employees, agents or contractors first enter the Expo venue and continue until they have vacated the Expo venue and all their exhibits and property have been properly removed. (ii) The Organiser, its officers, employees, servants or agents, shall not be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Exhibitor, its officers, employees, agents contractors or invitees whether such loss or damage arises from breach of a duty in contract or tort or in any other way and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss of or damage to property or goods of the Exhibitor or any person. (iii) The Organiser shall not be liable in respect of any contract entered into between the Exhibitor and any official contractor appointed by the Organiser, for the negligence or default of any such contractor or its officers, employees or agents. (iv) Nothing in this contract excludes or limits the liability of the Organiser for death or personal injury caused by the Organiser's negligence or for fraud or fraudulent misrepresentation for any other matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

Terms & Conditions

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10. Postponement or Variation

(i) The Exhibitor shall not have any claim against the Organiser in respect of any loss or damage whatsoever consequent upon the Expo failing to be held or being cancelled by the Organiser for lack of sufficient support.

(ii) The Organiser and its respective officers, agents and employees shall not be liable for loss, damage or delay resulting from acts of war, civil commotion, strikes or lock-outs intervention or regulation, military activity or any other circumstances which shall make it impossible or inadvisable to hold the Expo at the time and place provided, and the Organiser reserves the right to re-schedule the Expo at another date and/or at an alternative site. Furthermore, the Organiser will not be responsible to the Exhibitor should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the Expo which may affect the Exhibitors. The Exhibitor is recommended to adequately insure their participation expenses in case of such cancellation etc. The Exhibitor acknowledges that in the event that the Expo is rescheduled the Organiser will have sustained damages and losses as a result and the Exhibitor hereby waives all claims for damages or compensation against the Organiser. The sum paid to the Organiser as fees or otherwise in connection with the Expo shall remain the property of the Organiser.

(iii) If the Expo is cancelled or postponed for any reason then any payment made by the Exhibitor will be set against the costs incurred by the Organiser.

11. Erection of Stands and Furniture

(i) The Exhibitor hereby acknowledges that the Organiser has appointed official contractors and where directed by the Organiser the Exhibitor must use the same for the technical services of the Exhibitor's stand. However, an Exhibitor may be permitted to appoint another contractor for design and build of a space-only stand subject to the Organiser's being formally advised through the relevant form in the Exhibitor Manual. Where stands are of unusual construction or exceed 4m in height the Exhibitor or its contractor must supply full drawings with a method statement to the Organiser at least 4 weeks prior to the event opening. Details of the Organiser's shell scheme will be provided to the Exhibitor.

(ii) Exhibits shall not obstruct the view of adjoining exhibitors nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibitors. Phonographs, radios or other sound devices operated in a manner objectionable to the Organiser shall be prohibited.

(iii) The Exhibitor acknowledges that it has responsibility for the furniture; fixtures and fittings hired through the Organiser or its contractors and will pay for any damage or loss thereto.

(iv) All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors must comply with instructions given by the relevant authorities to avoid the risk of fire or any other risk.

(v) The following are excluded from the Expo without prior approval of the Organiser: Restaurant catering except food samples or produce for sale, lasers, explosives, detonating or fulminating compounds, and all dangerous or harmful substances including trimmings and fireworks and all such objects can only be exhibited in the form of imitations and on condition that they contain no inflammable matter.

12. Logistical responsibilities

The organiser is not responsible to assist the Exhibitor in obtaining passport and visa, for entrance into the country where the Expo is to be held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis for cancellation of this contract and it is clearly understood that no refunds whatsoever will be made.

The Exhibitor, however, may substitute another party or company who meets the entry and government formalities necessary for entry into the country where the Expo is to be held. Such substitution shall be the sole responsibility of the Exhibitor.

The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Expo or the failure of any number of attendees to attend the Expo for any reason. Whilst the Organisers shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any exhibitor is booked to attend the Expo provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organiser that any such exhibitor will attend the Expo or attend any particular location.

13. Freight Shipment

The Organiser and its respective officers, agents and employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country or to/from the venue in which the Expo is held. Exhibitors are urged to adequately insure all shipments.

14. Contractual agreement

The Exhibitor expressly acknowledges that this contract constitutes the entire agreement between the Exhibitor and the Organiser in relation to the subject matter hereof and supersedes and extinguishes any prior agreements, arrangements or understandings in connection with the subject matter hereof. No variation of or amendment to this contract shall be valid unless made in writing and signed by or on behalf of each of the Organiser and the Exhibitor.

15. Waiver

The failure of the Organiser at any time to enforce any provision of this contract or the Rules and Regulations shall not affect its rights thereafter to require complete performance by the Exhibitor, nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or to be a waiver of the breach itself.

16. Data Protection

The information on the Booking Form including any individual's name will be kept on computer and used for the purposes as registered under the Data Protection Acts.

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Note: The booking form needs to be signed where contract is returned by fax or post. In these terms and conditions: 'this contract' means the contract created by the acknowledgment by The Culture Initiative Ltd of the Booking Form signed on behalf of the Exhibitor and includes these terms and conditions; 'Booking Form' means the form printed overleaf; 'Exhibitor' means any person, firm or company including their employees, agents or distributors who has made application for and who has been granted space in the Expo; 'Organiser' means The Culture Initiative Ltd or its lawful assigns; 'Space' means the area in the Expo applied for or allotted to the Exhibitor; and 'Expo' means the Expo organised by The Culture Initiative Ltd and identified on the Booking Form.