

EDUWEEK

Advancing Education in Africa

15 - 16 JUNE 2018

TICKET PRO DOME | JOHANNESBURG, SOUTH AFRICA

IN PARTNERSHIP WITH:



SUPPORTED BY:



KNOWLEDGE PARTNER:



Company Name ('the exhibitor/sponsor'):

Order number:

Contact name:

Position:

Billing address:

City:

Postal Code/ZIP:

Country:

Phone:

Fax:

Email:

Event Name ('event') : EduWeek

Dates: 15 - 16 June 2018

Venue: TicketPro Dome, Johannesburg, South Africa

We require :

Price:

(All Prices Exclude 5% registration fee and VAT @ 14%)

To ensure that you are accurately categorised in the show guide, website and key marketing collateral please select one or more of the sectors below that best represents your product or service offerings:

- Early Childhood Development**
- Basic Education**
- Vocational & Higher Education**
- Inclusive Education**

Check applicable method of payment:

Credit Card – the credit card payment form will be sent on acceptance of the agreement.

Bank transfer after invoicing

Bank Draft/Check after invoicing

Payment Terms

Exhibitor/Sponsor named above hereby applies for exhibit space/sponsorship at the above mentioned event ('event'). By signing this agreement, exhibitor agrees to ensure that a 30% deposit is payable upon signature of this Agreement. The remaining balance will be paid as follows:

- 40% by no later than **180 days** before the event, and the balance of;
- 30% is payable no later than **90 days** before the event.

Exhibitor/ Sponsor's signature below signifies that Exhibitor/Sponsor has read, understands and agrees to be bound by all the terms and conditions of this contract attached. Also, by signing below, Exhibitor/ Sponsor acknowledges that if Exhibitor/Sponsor has deemed it necessary or desirable, Exhibitor/ Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of agreement on behalf of the Exhibitor/ Sponsor. **Late payment will result in a 10% surcharge and may result in the re-allocation of the Exhibitor/Sponsor's exhibition position.**

Signature:

Date:

Printed Name:

Company Name:

on Behalf of Spintelligent Pty (Ltd):

Printed Name:

Initial: _____



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- The term "Exhibitor/Sponsor" shall mean the organization stated on the Company Name line on the first page of this Agreement, and includes all employees, representatives and agents of the company, partnership firms or organization, which have applied or the purpose of exhibiting.
- The Terms "Space or Booth" shall mean the Exhibition and or Sponsorship package indicated in the agreement.
- The term "Exhibition" shall mean the event stated in the Event Name line of the first page of this agreement.
- The term "SHOW MANAGEMENT" shall mean: **Spintelligent (Pty) Ltd** whose office is at
Great Westerford Building, 240 Main Road, Rondebosch, 7700

1. **OFFER AND ACCEPTANCE.** Exhibitor/Sponsor's submission of the Agreement Form, with or without a deposit, shall constitute an offer from Exhibitor/Sponsor to enter into such agreement with SHOW MANAGEMENT. Once accepted by SHOW MANAGEMENT, the Agreement as a whole becomes effective. Acceptance will be given by SHOW MANAGEMENT by e-mail, or fax confirmation of acceptance of the offer. All matters not expressly covered in the Agreement are subject to the reasonable discretion of SHOW MANAGEMENT, whose decision shall be final.

2. **ARRANGEMENTS OF EXHIBITS.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor/Sponsor Manual must be submitted to SHOW MANAGEMENT before construction is ordered and/or begun. The Exhibitor/Sponsor Manual will be supplied to Exhibitor/Sponsor approximately two months before the Exhibition. With or without prior inspection, Exhibitor/Sponsor understands that by signing the Agreement Form, Exhibitor/Sponsor agrees to be bound by the Exhibitor/Sponsor Manual, which shall form part of the Agreement. Exhibitor/Sponsor may request the Rules & Regulations portion of the Exhibitor/Sponsor Manual at any time. Unsightly booth areas need to be masked off by either the Exhibitor/Sponsor. SHOW MANAGEMENT in its sole discretion will determine whether or not booths are unsightly. All aisles must be clear of exhibits, interviews, demonstrations, and distribution of literature must be made inside Exhibitor/Sponsor's booth. Installation: All Exhibitor/Sponsor displays must be completely installed within the time designated by SHOW MANAGEMENT for this purpose. Exhibitor/Sponsor agrees to adhere to any Union and or Labour legislations prescribed by the Venue, SHOW MANAGEMENT and local, federal, city, or national law applicable. Exhibitor/Sponsor agrees to only display products and services that are marketed by it in its general course of business, and is expressly forbidden to sublet any exhibition space reserved by it to any third party, without the prior written approval of SHOW MANAGEMENT.

3. **SOLICITING.** Exhibitor/Sponsor is prohibited from distributing literature, souvenirs, or other items from outside the boundaries of their allocated booth, unless prior written approval has been obtained from SHOW MANAGEMENT. This prohibition includes canvassing other exhibits before, after, or during event hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid Exhibitor is strictly forbidden. Exhibitor/Sponsor is prohibited from taking photographs of other exhibits or other aspects of the show, without SHOW MANAGEMENT prior written approval. Exhibitor/Sponsor may photograph only their own booth(s).

4. **LIABILITY.** Neither SHOW MANAGEMENT nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor/Sponsor or to Exhibitor/Sponsor's employees, invitees, licenses, or guests, or Exhibitor/Sponsor's property from any cause whatsoever. Under no circumstances shall SHOW MANAGEMENT or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor/Sponsor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor/Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. SHOW MANAGEMENT shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor/Sponsor's stand or exhibit is deemed to be the invitee, license, or guest of Exhibitor/Sponsor, and not the invitee, licensee, or guest of SHOW MANAGEMENT. Exhibitor/Sponsor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold SHOW MANAGEMENT, the exhibit hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor/Sponsor and/or Exhibitor/Sponsor's agents, employees, independent contractors, or representatives whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor/Sponsor and SHOW MANAGEMENT except as set forth in this document. This agreement represents the entire agreement between the parties into which all prior understandings are merged. The rights of SHOW MANAGEMENT under the Agreement shall not be deemed waived except through a written and signed document by an authorized officer of SHOW MANAGEMENT.

5. **INSURANCE.** For the term of the Agreement, Exhibitor/Sponsor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor/Sponsor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to SHOW MANAGEMENT. Such insurance shall also provide coverage for Exhibitor/Sponsor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Exhibitor/Sponsor's insurer shall confirm to SHOW MANAGEMENT that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to SHOW MANAGEMENT. Exhibitor/Sponsor must be able to provide SHOW MANAGEMENT a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Show.

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6. **FORCE MAJEURE.** In case the venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for SHOW MANAGEMENT to permit Exhibitor/Sponsor to occupy the assigned space during any part or the whole of the period covered by the show, then during such circumstances SHOW MANAGEMENT, the building management, and their respective privies will be released and discharged from the obligation to supply the space or services outlined in Section 1 of this Agreement Form. Show Management undertakes to use its reasonable endeavours to provide a suitable alternative space and services as aforesaid, but if it is unable to do so within a period of 12 months, Show Management shall refund to the Exhibitor/Sponsor (and its liability shall be so limited) that proportion of the fees paid representing the part of the show cancelled.

7. **JURISDICTION.** This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa and the parties agree that the Courts of the Republic of South Africa shall have exclusive jurisdiction to settle any dispute which may arise in connection with this agreement.

8. **TAXES AND LICENSES.** Exhibitor/Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, or national law applicable to Exhibitor/Sponsor's activity at the Show. Exhibitor/Sponsor shall be responsible for obtaining any tax indemnification numbers and paying all taxes, license fees, or other charges that may become due to any government authority concerning Exhibitor/Sponsor's activities at the Show.

9. **CANCELLATIONS.** It is recorded that this Agreement, once signed by the parties, is final and binding. Therefore, in the event that the Exhibitor/Sponsor wishes to cancel some or all of its allotted exhibit space or sponsorship, the Exhibitor/Sponsor may request and Show Management may grant such cancellation, subject to the following conditions:

- Any request for cancellation must be in writing and addressed to Show Management;
- Show Management will not be required to refund any monies paid by the Exhibitor/Sponsor;
- Any fees which are due and payable as at the date of the request for cancellation will remain due and payable;
- Show Management assumes no responsibility for having included the name of the Exhibitor/Sponsor in the Show catalogue, brochures, news releases or other materials.

9.2 Show Management reserves the right to cancel or postpone the show, should operational requirements necessitate such cancellation or postponement. In that event, Show Management shall use its reasonable endeavours to provide an alternative event or exhibition or form of sponsorship within 12 months of the planned event date. If Show Management cannot or does not provide such alternative event or form of sponsorship within 12 months, or the alternative event or sponsorship cannot reasonably be considered to be a suitable alternative, Show Management shall refund to the Exhibitor/Sponsor (and its liability shall be so limited) that proportion of the fees paid representing the part of the event or sponsorship cancelled.

10. **REGISTRATION FEE** will be added at 6% for administration and marketing listing services.

11. **CHANGES.** If Exhibitor/Sponsor requests an increase of its booth space after the Agreement has become effective, SHOW MANAGEMENT will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. Show Management reserves the right to move the Exhibitor/Sponsor's booth space, should this be considered necessary for the improvement of the event.

12. **TERMINATION AND REMEDIES.** Show management shall be entitled to terminate all or part of this Agreement with immediate effect by written notice on occurrence of any of the following events:

- Failure to make payment of any fees by the due date;
- Any material breach by the Exhibitor/Sponsor of this Agreement, including the attempted unilateral cancellation of this Agreement or the engagement in any activity which may jeopardise the safety of the show; or
- Where the Exhibitor/Sponsor ceases or threatens to cease to carry on its business or is unable to pay its debts, or a resolution is passed or an application filed for the Exhibitor's /Sponsor's liquidation or sequestration, or a trustee or liquidator or curator is appointed over the assets of the Exhibitor/Sponsor.
- On termination of this Agreement, Show management shall be entitled to remove the Exhibitor's /Sponsor's name, logo and any other material or information relating to the Exhibitor/Sponsor, and for the avoidance of doubt, shall be entitled to allot any show space or sponsorship place to another Exhibitor/Sponsor
- The Exhibitor/Sponsor acknowledges that in view of the time and cost required in preparing any media in connection with a show, in circumstances where this Agreement is terminated, Show Management may at its discretion continue to use the name, logo or other material or information relating to the Exhibitor/Sponsor after termination of this Agreement, where the time and cost does not, in Show Management's opinion, allow it to remove, delete or cover over such name, logo or other material or information from any media.
- In addition to the rights of Show Management set out above, and in the event of the occurrence of any of the events described in 12.a-e above, Show Management may keep any and all monies received from the Exhibitor/Sponsor as liquidated damages, it being understood that Show Management's losses and damages from the Exhibitor's /Sponsor's breach of the Agreement are difficult to ascertain and that the liquidated damages are not intended as a penalty.
- In the event of Show Management electing not to terminate the Agreement, despite its rights to do so, it may in its entire discretion elect to impose a 10% surcharge on any late payment, and may re-allocate the exhibition position of the Exhibitor/Sponsor.

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13. **SUSPENSION OF EXHIBITOR'S/ SPONSOR'S RIGHTS.** Without prejudice to Show Management's other rights, Show Management may suspend all or part of the Exhibitor's/Sponsor's rights at any time when the Exhibitor/Sponsor is in breach of this agreement, including by:

- a. excluding an Exhibitor/Sponsor from an event;
- b. removing its stand;
- c. removing, deleting or covering any media relating to the Exhibitor/Sponsor.
- d. Such suspension may continue until the Exhibitor/Sponsor has remedied any breach.

14. GENERAL

14.1 The terms and conditions of this Agreement shall be kept confidential by the parties.

14.2 Show Management shall not be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any cause beyond its reasonable control, including unavailability of the venue of the Event, act of God, war, terrorist activity, civil commotion, malicious damage by a third party, strike, lock-out or other employee dispute, compliance with a law or governmental order, rule, regulation or direction, fire, flood or storm.

14.3 The Exhibitor/Sponsor acknowledges and agrees that no representations were made prior to entering into this Agreement and that by entering into this Agreement it does not rely on, and shall have no remedy in respect of any statement, representation, warranty or understanding other than as expressly set out in this Agreement. The Exhibitor/Sponsor shall have no remedy in respect of any remedy for misrepresentation, save for any fraudulent misrepresentation.

14.4 Nothing in this Agreement shall be deemed to create any partnership, joint venture or agency between the parties.

14.5 If and to the extent any provision or part of the provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement.

14.6 The Exhibitor/Sponsor shall not be entitled to assign its rights under this Agreement. The Show Management shall be entitled to assign its rights or novate its obligations, under this Agreement to an affiliate or a purchaser of the Show Management's business or part of the Show Management's business to which this Agreement relates. The Show Management shall be entitled to subcontract its obligations.

14.7 The General Exhibiting Rules and Regulations may be found on <http://www.agritechexpo.com>

14.8 The Data protection guidelines may be found on www.spintelligent.com

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