

## **FAIRS, EXHIBITIONS & EVENTS – TERMS AND CONDITIONS**

Fairground Holdings (Pty) Ltd is pleased to confirm your function, subject to acceptance of the below mentioned Terms and Conditions:

### **1. Venue Hire Operation Hours**

Day use of the Exhibition Rooms is between 08h00 - 17H00. Use of the venue for Evening Functions is between 19h00 - 24h00, Management reserves the right to move a function into another suitable room or area if circumstances outside its control.

### **2. Food and Beverage**

No Food or Beverage Items are permitted to be brought onto or removed from the premises by the clients or guests.

### **3. Financial Agreement**

#### **Credit**

Billing to a Master Account is subject to prior credit application and approval by the Financial Manager. Any amounts Payable to the Company in terms of this agreement and which are not paid on the due date Strictly 30 (thirty) days from the date of invoice, shall accrue interest at prime bank overdraft rate at time of being quoted by the Company's bankers.

#### **Purchase Order**

Only Clients with approved credit facilities may use a purchase order for their function charges, which must be forwarded to the Company 10 (ten) days prior to the function date. All purchase orders are to be made out to Fairground Holdings (Pty) Ltd.

A deposit of 50% of the total quotation shall be paid 7 (seven) days before the event date.

Fairground Holdings (Pty) Ltd reserves the right to cancel the booking should the event organiser fail to pay the deposit within 7 (seven) days before the event date.

#### **Non-Account Holders**

Full payment will be required for all clients who do not have an account with Fairground Holdings (Pty) Ltd. This payment is required 7 (seven) days prior to the function date. Payment by means of a bank transfer, credit card, or cash will be accepted. Any additional charges incurred are to be settled before the end of the function. "For Non account holders, any requested extras on the day of the event will only be permitted, if reasonable after an upfront full payment has been made by cash or credit card. No cheques or electronic transfers will be accepted for such incidents."

Fairground Holdings (Pty) Ltd reserves the right to cancel the booking, should the event organiser fail to pay full amount seven days before the event date.

### **4. EXHIBITIONS AND FAIRS**

- a) Quotation does not include additional electricity charges, especially for heavy equipment; estimated consumption must be provided. Open spaces stands do not include electricity supply, rates will be provided.
- b) Stall builders and agencies who are engaged by Exhibitors to construct their stalls shall access the exhibition hall from 0730hrs to 2000hrs during set up dates.

- c) Exhibitors shall be allowed to access the exhibition hall from 0700hrs to 1800hrs during exhibition.
- d) Shell Scheme rate is for standard 3m x 3m stall and does not apply to custom made stands by external stall builders; exhibitors are responsible for that.
- e) A signed floor plan and names of exhibitors should be submitted 7 (seven) days before build up and set up dates.
- f) Please note that quoted Schell scheme is 100 % of the agreed quantity on the floor plan which must be finalised 14 (fourteen) days prior to event. Any changes or additions to the agreed floor plan shall be communicated in writing and will incur additional charges.
- g) Stall package includes partitioning, carpeting, 2 (two) spotlights, single phase plug point and labeling of stands.
- h) A fee of no less than P2,000.00 shall be billed to the client for shell scheme damaged by exhibitors who use double sided tape, staples, nails, hammers amongst others to put their branding on Fairground Holdings (Pty) Ltd panels.
- i) Vehicles shall not enter the halls unless proper arrangements have been made.

## **5. Cancellation**

Please note that should your reservation be cancelled:

- i. Within 45 days prior to arrivals, a 10% cancellation fee on the full value of the function is payable.
- ii. Within 30 days prior to arrival, a 50% cancellation fee on the full value of the function is payable.
- iii. Within 14 days prior to arrival, a 75% cancellation fee on the full value of the function is payable.
- iv. Within 48 hours prior to arrival, a 100% cancellation fee on the full value of the function is payable.

## **6 Quotation Validity**

All quotations are valid for 90 (ninety) days.

## **7 Value Added Tax**

All prices include VAT currently at 14% or as may be amended by Government from time to time.

## **8. Postponement**

**Fairground Holdings (Pty) Ltd reserves the right to review the terms and conditions and the quoted fees should the event be postponed for whatever reason(s).**

## **9. Personal Belongings**

Fairground Holdings (Pty) Ltd will not be liable for any personal belongings left in or around the exhibition halls and conference rooms (Laptops, cellphones, hand bags, tv/plasma, wallets etc.)

## **10. Special Events (Sports, Festivals, Churches, Car Spinning)**

- a) No cooler boxes are allowed into Fairground Holdings (Pty) Ltd premises without prior arrangements

- b) Organisers shall not conduct any other fundraising activity or sublet to third parties without prior consultation.
- c) Organisers shall not book open space for purposes of re-leasing to other clients.

**11. Additional Services**

10.1 Client who books a venue to host mass numbers (in excess of 3000) such as churches and music festivals/shows is requested to bring portable toilets, the recommended ratio is 5 toilets per additional 1000 people.

10.2 Fairground Holdings (Pty) Ltd is responsible for cleanliness of the venue.

10.3 Client who books (in excess of 1000) for all events will be required to provide extra security. Recommended ratio is 5 security guard per 1000 people.

**12. Act of God**

Fairground Holdings (Pty) Ltd shall not be held liable for all rooms or other spaces reserved which may become unavailable due to Act of God, Act of Government, or other legal authorities, wars, hostilities civil disturbances, strikes, riots, epidemics or as a result of any other causes beyond the Company's control. The Company shall not incur any liability to provide space reserved hereby, if such inability is due to the causes listed above.

**13 Indemnity Clause**

Fairground Holdings (Pty) Ltd will not be held accountable for any loss, damage or injury to exhibits, merchandise, personnel, or property during the Function. The group organiser will accept full responsibility for any damage or injuries caused by the exhibition, and agrees to indemnify and hold harmless Fairground Holdings (Pty) Ltd and its Personnel from and against any and all claims for such loss, damage or injury, no matter how caused. The Client will pay for any damage or losses caused to the property or a third person or their property, its guests or invitees. Fairground Holdings (Pty) Ltd will not be held liable for any loss of merchandise or articles prior to, during, or after the event. Fairground Holdings (Pty) Ltd shall not be liable for its failure to fulfil these contract obligations, if such failure is due to Acts of God, labour problems, including but not limited to industrial action, fire, flood, weather restrictions on travel or any other cause beyond their control, or interfering with performance, whether listed here or not.

**Booking Confirmation**

The reservation is on an inquiry basis, until the booking contract as well as any corresponding documentation together with these terms and conditions are signed on each page, and returned to the Fairs & Exhibitions Department by the stipulated date. Failure to do so will result in the booking being released.

Company: \_\_\_\_\_ Witness: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Identity or Passport No: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE NOTE, YOUR INITIALS TO THE AGREEMENT ARE REQUIRED ON EACH OF THESE PAGES. PLEASE SIGN AND RETURN TOGETHER WITH THE CONTRACT, PAYMENT, AND FORWARD TO THE COMPANY ON FAX +267 3956760 OR +267 3904263 OR SCAN AND EMAIL; [kmasoloko@fgh.co.bw](mailto:kmasoloko@fgh.co.bw); [cmampori@fgh.co.bw](mailto:cmampori@fgh.co.bw) . WITHOUT RECEIPT OF THESE DOCUMENTS, THERE IS A RISK OF THE BOOKING BEING RELEASED.**