



TERMS AND CONDITIONS FOR PARTICIPATION.

These Terms and Conditions shall govern participation at the Botswana Consumer Fair to be held from Monday 26<sup>th</sup> August to Sunday 1<sup>st</sup> September 2024 at Fairground Holdings.

**1. Definitions**

The terms used in these Terms and Conditions have the following meanings, unless other written agreements have been made in this respect. In these terms and conditions references to the singular include the plural and vice versa and references to the masculine, feminine and neuter genders include all other genders, in so far as the text requires. Furthermore, reference to a natural person includes a non-natural person and vice versa.

- 1.1 **Application Form** shall mean the application form to which these Terms and Conditions are attached.
- 1.2 **Authorities** shall include anybody legally authorized to make regulations or impose conditions which regulate or affect or relate to the Exhibition.
- 1.3 **Business day** shall mean a day other than a Saturday, Sunday or Public Holiday in Botswana.
- 1.4 **Contract** shall mean these Terms and Conditions, the Application Form to which the Terms and Conditions are annexed and the Exhibitors Information Manual.
- 1.5 **Contractors** shall mean any person, firm or company employed by the Owners, the Organisers or the Exhibitors for erection, fitting out or other work on any stand in the Exhibition.
- 1.6 **Exhibit** shall mean any article referred to in the application by such Exhibitor as one for show by him at the Exhibition or permitted by the Organiser by consent in writing.
- 1.7 **Exhibition or Event** shall mean any public display event hosted by Fairground Holdings (Pty) Ltd or Organisers.
- 1.8 **Exhibition Hall** shall mean the hall and any annex and other allocated rooms or spaces in connection therewith in which the Exhibition takes place.
- 1.9 **Exhibitor** shall mean any person, firm or company to whom space at the Exhibition is allocated at his request and includes his employees and agents.
- 1.10 **Exhibitors Information Manual** shall mean a manual prepared by the Organisers for the Exhibition or Event.
- 1.11 **Non-Purchase Order Exhibitor** shall mean an Exhibitor other than a Purchase Order Exhibitor.
- 1.12 **Organisers** shall mean Fairground Holdings (Pty) Ltd, including its agents and contracted external stakeholders.
- 1.13 **Owners** shall mean the person, firm or company from under whom the Organisers have acquired the right to occupy the hall for the purpose of the exhibition.
- 1.14 **Price** shall mean the Stall Price indicated and ticked in the Application Form.
- 1.15 **Purchase Order Exhibitor** shall mean an Exhibitor who has been authorised in writing by the Organiser to make payment by way of purchase order or Government Purchase Order pending final cash, EFT, or VISA payment.
- 1.16 **Space** shall mean the area in Exhibition areas applied for by or allocated to Exhibitors by the Organisers.
- 1.17 **Stand** shall mean the space and construction created thereon and occupied by any Exhibitor.

## 2. Effect of signature of Contract

Immediately the contract is signed by a duly authorized officer, as the Exhibitor, it shall become binding upon the Exhibitor, and subject to payment terms under Clause 3. However, the Organisers shall not become bound by the contract until it has been accepted and signed by a Director or other duly authorized officer of the Organisers.

## 3. Payment obligations

- 3.1 The Exhibitor owes the Price specified on the Application Form or Quotation, and any other amounts specified in these Terms and Conditions.
- 3.2 All amounts stated are VAT inclusive.
- 3.3 Reservation of a stall / space shall be done by completing a prescribed application form and making payment of the full Price referred to in Clause 3.1 above. Notwithstanding anything contained in these terms and conditions the prescribed form applying for reservation of a stall be completed by the Exhibitor and submitted to the Organiser no later than three (3) months before the Exhibition. For the avoidance of doubt, the reservation procedure shall be as follows:
  - 3.3.1 The Exhibitor shall submit the completed prescribed application form and submit it to the Organiser no later than three (3) months before the Exhibition;
  - 3.3.2 If the Organiser is willing to offer space to the Exhibitor, the Organiser may issue the Exhibitor with a quotation (in respect of Non-Purchase Order Exhibitors) and an invoice (in respect of Purchase Order); and
  - 3.3.3 The Exhibitor shall make payment in the manner set out in Clause 3.5 below.
- 3.4 The Organiser shall not be obliged to reserve space for a person or entity who does not comply with the provisions of Clause 3.3 above
- 3.5 Payment methods shall be as follows:
  - 3.5.1 Cash, Electronic Funds Transfer, or Visa;
    - a) An Exhibitor, Electronic Funds Transfer, or Visa paying by Cash shall pay the full Price referred to in Clause 3.1 above within three (3) business days of issuance of a quotation by the Organiser. This payment shall be confirmation of the booking. No booking shall be confirmed in the absence of the payment.
  - 3.5.2 Purchase Orders (other than Government Purchase Orders);
    - a) Only Exhibitors who have prior written authorization from the Organiser may pay by Purchase Order (other than Government Purchase Order).
    - b) Exhibitors who have prior written authorization from the Organiser to pay by Purchase Order (other than Government Purchase Order) shall pay the full Price referred to in Clause 3.1 above in the manner set out below:
      - i. The Exhibitor shall produce purchase order within ten (10) business days of reservation which will subsequently be followed by an Invoice from the Organiser for the Exhibitor to make full payment for the proposed stall.
      - ii. The payment for the provided invoice shall be made in order to secure the space within 5 business days. Failure to make payment of the space shall be treated as non-confirmation, therefore the stall can be sold to another Exhibitor.
  - 3.5.3 Government Purchase Orders;
    - a) Only Exhibitors who have prior written authorization from the Organiser may pay by Government Purchase Order.
    - b) Exhibitors who have prior written authorization from the Organiser to pay by Government Purchase Order shall pay the full Price referred to in Clause 3.1 above in the manner set out below:

- i. The Exhibitor shall produce a Government Purchase Order (GPO) to confirm participation and/or the booking within 10 days upon receiving quotation.
  - iii. . The payment for the provided invoice shall be made in order to secure the space within 5 business days. Failure to make payment of the space shall be treated as non-confirmation, therefore the stall can be sold to another Exhibitor.
- 3.6 The Organisers shall have a *lien* on all goods brought to the Exhibition by the Exhibitor for any amount due under this Contract. The Organiser reserves the right to prevent removal of the said goods until settlement of all outstanding amounts has been made and further, the right, to store them at the Exhibitor's risk and cost.
- 3.7 The Organisers are entitled to set off payments made by an Exhibitor first of all against any outstanding debts of the Exhibitor from previous events.
- 3.8 Payment of any other amounts relating to additional services or facilities required in terms of these terms and conditions, the Application form and/or the Exhibitors Information Manual, including but not limited to electricity charges, especially for heavy equipment (based on estimated electricity consumption, estimated by the Organisers), shall be paid on demand.
- 3.9 A fee of **P2,000.00** shall be charged to an Exhibitor who damages shell scheme, such as use of double-sided tape, staples, nails and hammers to put their branding on the Organizers' panels.

#### **4. Cancellation**

Cancellation may be affected by notice a non in writing to the Organiser, subject to the following conditions:

upon cancellation 60 days and more before the Exhibition; the Exhibitor shall forfeit 25% of the money already paid, provided that where the cancellation is by a Purchase Order Exhibitor who has submitted a purchaser order or Government purchase order but not subsequently made payment by cash, EFT or VISA, the said Purchase Order Exhibitor shall be liable to pay the Organiser 25% of the amount that was invoiced by the Organiser.

- 4.1 upon cancellation less than 60 days, but more than 30 days, before the Exhibition, the Exhibitor shall forfeit 50% of the money already paid, provided that where the cancellation is by a Purchase Order Exhibitor who has submitted a purchaser order or Government purchase order but not subsequently made payment by cash, EFT or VISA, the said Purchase Order Exhibitor shall be liable to pay the Organiser 50% of the amount that was invoiced by the Organiser.
- 4.2 upon cancellation less than 30 days before the Exhibition the Exhibitor shall forfeit 100% of the money already paid, provided that where the cancellation is by a Purchase Order Exhibitor who has submitted a purchaser order or Government purchase order but not subsequently made payment by cash, EFT or VISA, the said Purchase Order Exhibitor shall be liable to pay the Organiser 100% of the amount that was invoiced by the Organiser.

#### **5. Reservation of the right to make changes**

- 5.1 The Organisers reserve the right at all times to change the venue, dates and times of the Exhibition, the stand space, stand type and/or stand location allocated to the Exhibitor or, in very exceptional circumstances, the concept of the Exhibition or to cancel the Exhibition due to special circumstances. In the case of cancellation in accordance with these terms and conditions and/or Exhibitors Information Manual, the Exhibitor will not be entitled to claim compensation for any costs incurred and/or loss or damage suffered as a result. Cancellation shall be in writing.
- 5.2 Changes to dates, times, stand space, stand type and/or stand location or to the concept of the Exhibition as referred to in Clause 5.1 will not entitle the Exhibitor to cancel his application wholly or partly.
- 5.3 If the Exhibition is cancelled the application, the contract and any allocation of stand space already made will be treated as having lapsed and the payments made by the Exhibitor to the Organisers will be refunded after deduction of the costs already incurred by the Organisers in respect of the Event.
- 5.4 Such costs will be wholly or partly apportioned among the Exhibitors on a pro rata basis according to the stand space applied for by or, as the case may be, allocated to them. This refund will be made within thirty (30) days of the date on

which the Organisers decide to cancel the Exhibition.

5.5 Should any error arise in the allocation of space to any Exhibitor, the Organiser shall endeavor, without prejudice to them, to offer a substituted arrangement. No liability, including liability for consequential damages, shall rest on the Organisers. In such a case the Organiser shall endeavour, without prejudice to them, to offer a substituted arrangement but they shall not be bound to do so.

## **6. Admission prices and admission tickets**

6.1 The Organisers may fix a basic admission price for the Exhibition.

6.2 The Exhibitors in the Exhibition will be provided, free of charge, with a number of participation cards and/or continuous admission tickets, to be determined solely by the Organiser.

6.3 The participation cards and/or continuous admission tickets referred to in Clause 6.2 are strictly personal and may be applied for and made available only to persons who belong to the Exhibitor's business or organisation, or third parties engaged by the Exhibitor, unless agreed otherwise in writing with the Organisers. The Exhibitor warrants that the participation cards and/or continuous admission tickets will be used only as described above and will not be made available to other third parties – whether or not in consideration of payment of the costs.

6.4 Other personal continuous admission tickets will be available in consideration of payment of a price to be determined by the Organisers. The Organisers may provide that the participation cards and/or other continuous admission tickets must bear a photograph and or Identity number of the holder showing a good likeness.

## **7. Exhibits**

7.1 The goods and services described in the Application Form may be exhibited at the Exhibition.

7.2 The Organisers have the right to refuse goods and services or immediately remove goods and services, or arrange for their removal from the Exhibition without owing any damages in this respect. Any costs incurred in this connection will be borne by the Exhibitor.

7.3 The Organisers are entitled to take photographs and/or make film recordings of the Event and the stands and persons present there for marketing purposes of the Organisers. The Exhibitor and staff so appearing in the Organisers' marketing collateral permit publication of the photographs and recordings.

7.4 Exhibitors agree to observe the same conditions of tenancy as are accepted by the Organisers in their agreement with the Owners.

7.5 The Exhibitors shall refrain from doing anything contrary to any license issued by Authorities, insurance policies, including fire insurance policy in respect of the property upon which the Exhibition takes place, a copy of which will be made available on request.

## **8. Contractors**

8.1 Exhibitors shall only engage Contractors who are on a pre-approved panel of the Organiser, provided that the Exhibitor shall be liable to conduct any checks or due diligence in relation to any Contractor. The Organiser shall not be liable for anything in connection with the Contractor(s).

8.2 If the Exhibitor intends to engage a Contractor who is not on the pre-approved panel of the Organiser, the Exhibitor shall cause the said Contractor to apply for registration on the pre-approved panel of the Organiser, and may only engage the Contractor once the said Contractor has been registered on the pre-approved panel of the Organiser.

8.3 Notwithstanding 8.1 above, the Organiser shall not have any obligations in respect of any relationship, transaction, and or dealings between the Exhibitor and the Contractor.

8.4 The attached rules of conduct of Contractors shall also apply to Exhibitors.

## **9. Build-up**

### **Floor Plans**

- 9.1 Quotations provided to Exhibitors and amounts stated on the Application Form and/or Exhibitors Manual do not include additional electricity charges, especially for heavy equipment. Estimated consumption and rates shall be provided by the Organisers. The Exhibitor shall be liable to pay for the said consumption of electricity.
- 9.2 Open spaces stand does not include electricity supply, rates will be provided by the Organisers.
- 9.3 Stall package includes partitioning, carpeting, 2 (two) spotlights, single phase plug point and labeling of stands.
- 9.4 The Exhibitor who brings in a custom-made stand must construct and fit it on the allocated stand location in accordance with the relevant provisions in the Exhibitors Information Manual including the legislation, by-laws and regulations including fire precautions, and with any other instructions of the Organisers.
- 9.5 If the Exhibitor intends to build his own stand, a design of the stand (in the form of a clear scale drawing or on the basis of a scale model accompanied by a single scale drawing) must have been submitted to the Organisers for approval by no later than the date specified by the Organiser. The Organisers have the right to refuse to approve this design.
- 9.6 In such a case the Exhibitor should modify the design of the stand within a period specified by the Organisers in such a way that approval can be granted after all.
- 9.7 During the installation and the demolition periods of the exhibition, no children will be allowed into the hall and at no time will animals be permitted to enter the exhibition area.
- 9.8 The Organisers may terminate the Contract without warning or prior notice of default if:
- a) the Exhibitor has not paid the balance 30 days before the Exhibition; or
  - b) it becomes clear at an earlier stage that the Exhibitor will not pay the balance in good time.

In such a case the Organisers are not obliged to refund payments already received, without prejudice to the obligation of the Exhibitor to pay the amounts still owed.

- 9.9 The Exhibitor shall make available approved fascia names no later than seven (7) days before the Event. The said names shall exclude custom-made stalls.
- 9.10 Changes to fascia names will be allowed up to no later than two (2) days before the event.
- 9.11 Any changes to fascia names made a day before the event, or during the event will attract a charge of P100 for every change.

## **10. Vacation and breakdown**

- 10.1 When vacating, dismantling, and cleaning his stand in the Exhibition Building, the Exhibitor must strictly comply with the relevant rules in the Exhibitors Information Manual including the relevant provisions of laws, by-laws and regulations relating, for example, to the sorting and removal of waste and rubbish. If the Exhibitor fails to perform his obligations in this respect, the Organisers will be entitled, at the Exhibitor's expense, to remove the waste or rubbish (or have it removed) in accordance with the relevant regulations.
- 10.2 The Exhibitor is obliged after the end of the Event to restore the stand space hired by him to its original condition. Any damage to the stand space and/or the Exhibition Building will be borne by the Exhibitor.
- 10.3 The goods of the Exhibitor that are still present in the Exhibition Building after the period or periods referred to in Clause 11.3 may be stored or destroyed at the expense and risk of the Exhibitor.

## **11. Use of stand space and exhibition building**

- 11.1 The Exhibitor may have access to the Exhibition Building solely for the purpose of constructing, fitting out, using and dismantling the stand (or arranging for it to be constructed, fitted out, used and dismantled) during such period or periods as are specified in the Exhibitors Manual unless expressly agreed otherwise in writing between the Exhibitor and the Organisers.

- 11.2 The Exhibitor shall occupy the space allocated to him and install exhibits thereon by 1800 hours in the evening prior to the day of opening to the satisfaction of the Organisers. The exhibits must remain open for inspection and each stand must be adequately staffed throughout the whole period during which the Exhibition is open to visitors. No exhibits may be removed from the Hall during open hours of the Exhibition.
- 11.3 The Organisers shall be entitled to remove and store at the Exhibitor's expense any exhibit or equipment remaining in the hall after 18.00 hours on the day after closing of the Exhibition.
- 11.4 Exhibitors shall at all times be responsible for the security of their own exhibits, goods and equipment.
- 11.5 Exhibitors with outstanding payments will not be allowed to occupy stalls. Full payment must be made within 30 days prior to the event.
- 11.6 No Exhibitor shall connect to or interfere with the electrical, gas, steam, water or other fittings in the Exhibition Hall without prior consent of the Organisers and such consent will be subject in all respect to the rules and regulations of the and Organisers, and shall be done only by the Organisers, or their contractors at the expense of the Exhibitor. The Organisers shall have the right to enter any stand to examine, test, repair or renew any electrical fittings or to remove or replace any defective apparatus.
- 11.7 In no circumstance shall any Exhibitor have or permit on his stand or space naked lights or oil lamps, open fires, foul-smelling substances or radioactive sources, explosives or articles of dangerous, inflammable or objectionable nature nor may any temporary gas or electrical fittings be used in the Exhibition Hall without the prior written permission of the Organisers. The Organisers shall, without prejudice, have the right to remove any such article from the Exhibition Hall, at the Exhibitor's expense and risk.
- 11.8 Marketing collateral and other printed matter may only be distributed from Exhibitors own stands. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the building.
- 11.9 Exhibitors shall not (a) sell at the Exhibition Hall stock without permission of proper Authorities, (b) sell, give away or permit to be sold or given away in or upon any part of the Exhibition Hall any articles for human eating, drinking or smoking other than such as are permitted (in writing) or supplied by the Organisers or their agents.
- 11.10 Entertaining on stands by dispensation of spirit, wine beers, other alcoholic products either for eating or drinking must be done only in such portion of stands or offices as are permitted (in writing) by the Organisers. Sampling may be done on designated stands with prior written approval by the Organiser.
- 11.11 The selling of food and beverages should only be done if prior written approval of the Organiser is granted.
- 11.12 No Exhibitor shall assign his rights hereunder, grant sub-license or sub-let or divide any space allocated to him in the Exhibition Hall nor shall any circulars, advertisement or photographs relating to any trader who is not an Exhibitor be exhibited on or distributed from any stand in the Exhibition Hall without the prior written consent in writing of the Organisers.

- 11.13 The Exhibitor is obliged strictly to comply with the instructions given by or on behalf of the Organisers, the relevant municipality, the fire service and other authorities relating to the use of the stand space, the Exhibition Hall and the Organizers' premises.
- 11.14 The gangways, passages and walkways must be kept entirely free during the build-up and breakdown of the stand and during the Exhibition. The Organisers are entitled to clear the gangways, passages and walkways, and keep them clear (or arrange for this to be done) at the expense of the Exhibitor who blocks them.
- 11.15 Unless expressly agreed otherwise in writing with the Organisers, the Exhibitor is not permitted, among other things, to:
- a) hire out or part with possession of all or part of the stand space occupied by him to third parties, or exchange it with another Exhibitor;
  - b) keep the stand occupied by him closed or unstaffed during the time in which the Exhibition is open to visitors or to cover and/or remove the exhibited goods or part thereof;
  - c) engage in activities which, in the opinion of the Organisers, cause damage to, or detract from, the Exhibition as such, or one or more Exhibitors, visitors, groups of visitors or third parties;
  - d) engage in activities that cause damage or nuisance to the Organisers, Exhibitors and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;
  - e) engage in activities that prejudice or are likely to prejudice fair competition;
  - f) project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy-five decibels (75dB) measured at the perimeter of the stand), without the express, written approval of the Organisers in advance;
  - g) make changes in or to the Exhibition Hall, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;
  - h) offer or advertise – at or from the stand – goods and services that are not listed by name in the application form or have been refused or removed on the instructions of the Organisers;
  - i) place or hand out goods and/or advertising material (flyers) of any kind whatsoever outside the stand space occupied by him;
  - j) exhibit or otherwise use open, flowing, sprayed and/or atomized liquids at or in the vicinity of the stand during the Exhibition, without the prior written approval of the Organisers;
  - l) organise lotteries, hold competitions or peddle wares like a market trader; in the case of lotteries and competitions, the Exhibitor must in any event himself arrange for the necessary licenses and permits and must strictly observe the applicable statutory and other regulations;
  - m) conduct or arrange for surveys among visitors to and Exhibitors in the Exhibition, other than within his own stand space.
- 11.16 The ultimate and final decision on the use of the stand space and/or the Exhibition Building by the Exhibitor rests with the Organisers.
- 11.17 Smoking is not permitted in the Exhibition Building. Any fines for infringements of the relevant law relating to smoking within the stand space and other areas and sites of the Exhibition Building will be borne by the Exhibitor.

## 12. Intellectual property rights

- 12.1 The Exhibitor is not permitted to display, use, offer and/or sell any goods in the Exhibition Building which infringe the intellectual property rights of the Organisers or a third party. For this purpose, intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).
- 12.2 At the request of the Organisers, the Exhibitor must show without delay – and in any event within twelve (12) hours of such request – that he/she/it is not infringing anyone else's intellectual property rights. If the Exhibitor is unable to show this, the Organisers shall be entitled to remove the goods concerned (or have them removed) at the expense and risk of the Exhibitor and take whatever other measures that they consider necessary, without prejudice to the provisions of Clause 14.
- 12.3 The Organisers are the owners of the intellectual property rights relating to the Exhibition. The Organisers may grant written permission to Exhibitors and other third parties to use these intellectual property rights in such manner as the Organisers may prescribe.

### **13. Catalogue**

- 13.1 A catalogue may be published and/or an Internet site may be updated or set up by or on behalf of the Organisers on the basis of the information supplied by the Exhibitors. The Exhibitor is obliged to provide this information before a date made known to him by the Organisers, failing which the information will not be included in the catalogue and/or on the Internet site. Failure to provide the information in time or in full will be at the expense and risk of the Exhibitor. The Organisers and the editors appointed by them will not be liable for any errors, defects or omissions in the catalogue and/or on the Internet site, unless there has been gross negligence or intent on the part of the Organisers (and/or third parties used by the Organisers).
- 13.2 The Organisers reserve the sole rights of compiling and issuing any catalogue or list of Exhibits and the printing and issuing of all invitations and tickets of admission to the Exhibition and sufficient of these will be available to the Exhibitors prior to the date of commencement of the Exhibition.

### **14. Risk and liability**

- 14.1 Goods, including their packaging, present in the Exhibition building and area are at the expense and risk of the Exhibitor. The Organisers do not concern themselves with and are not responsible for insuring the goods.
- 14.2 The Exhibitor is responsible for obtaining the requisite licenses and permits for his participation in the exhibition and for his event-related activities and for complying with the legislation and regulations applicable to its activities.
- 14.3 The Organisers shall not be liable for any loss or damage suffered directly or indirectly by the Exhibitor, by his personnel, by persons working on the instructions of the Exhibitor, by the holders of participation cards and/or continuous admission tickets issued to the Exhibitor or by his visitors, unless there has been intent or gross negligence on the part of the Organisers. The Exhibitor enters into this contract and shall prepare to participate in the Event at its own risk.
- 14.4 The Exhibitor is liable for and must take out adequate insurance against any all-risk and all loss or damage of any nature whatever, including but not limited to loss or damage that is caused by acts or omissions of the Exhibitor himself, his personnel, persons who work for him or on his instructions in any way whatever, and holders of participation cards and/or continuous admission tickets issued to the Exhibitor, and for loss or damage which is caused in any way by his goods or due to theft or any other causes. The Exhibitor will if so required produce to the Organisers particulars of such insurance policy and evidence of the payment of the premium.
- 14.5 The Exhibitor indemnifies, and will keep indemnified, the Organisers against liability, action, claim, demand, cost, charges or expenses arising as a result of any act, omission, negligence, or things done or omitted by such Exhibitor, his agents, servants or invites or any licenses of such Exhibitor or any other person or persons under the direction of the Exhibitor.



- 14.6 Notwithstanding anything contained in the application form, these terms and conditions, Exhibitors Information Manual or provision of the common law, any liability of the Organisers is limited to the Price already paid by the Exhibitor in terms of these Terms and Conditions and/or the Application Form.
- 14.7 The Exhibitor expressly acknowledges that the Organisers are not responsible or liable for compliance with the Copyright and Neighbouring Rights Act or related Acts in respect of any protected works that the Exhibitors, its personnel or agents might use or display at the Exhibition and/or for any fines imposed on and/or claims brought against the Organisers pursuant to the Copyright and Neighbouring Rights Act or related Acts, irrespective of whether or not such fines and/or claims are justified.
- 14.8 The Exhibitor indemnifies the Organisers against any fines that may be imposed on and/or claims brought against the Organisers pursuant to the Immigration Act, Employment of Non-Citizens Act or related laws. The Exhibitor will bear the full risk of, and have full responsibility and liability for such fines and/or claims in relation to the Organisers and also, insofar as possible, directly in relation to the body or bodies imposing the fines and/or bringing the claims.

## 15. Non-Performance

- 15.1 Where an Exhibitor, his personnel, persons working for or on the instructions of the Exhibitor and holders of participation cards and/or continuous admission tickets issued to the Exhibitor act in breach of any provision of the Terms and Conditions or fail to follow an instruction given by or on behalf of the Organisers in terms of the Application Form, these Terms and Conditions and/or Exhibitors Information Manual, the Organisers shall be entitled, without recourse to the courts and, where necessary, at the expense of the Exhibitor, to take whatever measures they see fit, including but not limited to the following:
- a) terminate all or part of the Contract, without the need for prior notice of default; and/or
  - b) cancel the participation cards and/or (continuous) admission tickets issued to the person or persons in question and bar such person(s) from the Exhibition and/or the Exhibition Building or area with immediate effect; and/or
  - c) cancel or discontinue the stand build-up, close the stand or vacate all or part of the stand (or arrange for this to be done), and dispose of the space thus released or left unoccupied; and/or
  - d) keep possession of and/or store the goods of the Exhibitor and anything constructed or installed by the Exhibitor at the Exhibitors expense; and
  - e) exclude the Exhibitor concerned from participating in any other exhibitions to be organised;
- 15.2 The provisions of Clause 15.1 are without prejudice to the right of the Organisers to claim full compensation for any loss or damage suffered and/or yet to be suffered.
- 15.3 In the event of an Exhibitor or intending Exhibitor committing any act of insolvency, being liquidated or sequestrated (whether provisionally or finally and voluntarily or compulsorily, other than a member's winding-up for purpose of amalgamation or reconstruction) or being placed under judicial management, either provisionally or finally or failing to observe and perform the obligations under this contract or pay all monies on due date in demand this contract may be terminated by the Organisers on written notice to the Exhibitor and all monies paid by the Exhibitor under this contract shall be forfeited without prejudice to the right of the Organiser to claim for breach of contract.

## 16. Domicilium Citandi

- 16.1 The Exhibitor chooses as his *Domicilium citanti et executandi* the address he specified in the Application Form for purposes of any notice in connection with this contract.

16.2 The Organiser chooses as his *Domicilium citanti et executandi* ; Fairground Holdings, Plot 50660, Moedi Road, Gaborone, for purposes of any communication in connection with the Contract.

## **17. Applicability of terms and conditions**

17.1 If and in so far as any provision of the Terms and Conditions is null and void or is avoided, the other provisions of the Terms and Conditions will remain in force in full. The Organisers will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.

17.2 The applicability of any standard or specific terms and conditions of the Exhibitor is expressly rejected, notwithstanding any previous or subsequent reference to – or declaration of the applicability of – standard conditions of the Exhibitor, for example on invoices.

17.3 In addition to the Terms and Conditions, Exhibitors Information Manual and Application Form are applicable. If and in so far as the Exhibitors Information Manual and/or Application Form conflict with the Terms and Conditions, the Terms and Conditions will prevail unless expressly provided otherwise in writing.

17.4 The Terms and Conditions may be derogated from only by means of a written document signed by the Organisers.

17.5 No warranties, provisions or terms that do not form part of the contract or any provisions made by the Organisers under Clause 17 shall be of any force and effect.

## **18. Disputes**

18.1 The contract and all legal relations which may arise between the Organisers on the one hand and the Exhibitor/Applicant on the other will be governed exclusively by the law of the Republic of Botswana.

18.2 Save as is provided in these Terms and Conditions, in the event of disputes resulting from contract, the parties will first of all consult together in order to attempt to resolve this dispute by amicable means. If the parties do not succeed in this, a dispute as referred to above will be decided exclusively by the competent court in Botswana. The Exhibitor irrevocably submits to the jurisdiction of the courts in the Republic of Botswana, including the High Court of the Republic of Botswana.

## **19. Warrant of authority**

19.1 By signing these Terms and Conditions or any other document related to this contract, including the Application Form, the signatory confirms, on behalf of the management of Exhibitor, that he is duly authorised to enter into this contract on behalf of the said Exhibitor.

## **20. Residual provision**

20.1 The Organisers will decide on all matters for which the Terms and Conditions make no provision or in all cases in which they are deemed unclear.

20.2 The Organisers reserve the sole rights of compiling and issuing more detailed terms and conditions which may occur nearer to the time of the Exhibition. In the event of any regulations being imposed upon the Organisers by the Authorities, on receipt of notice of the same from the Organisers, all Exhibitors must immediately comply with such regulations. Should circumstances arise which are not provided for in the foregoing Rules and Regulations, all Exhibitors hereby agree to accept the decision of the Organisers which shall be final and binding.

I have read and understand the above Terms and Conditions and agree to them on behalf of the Exhibitor

**Name:** .....

**Signature:** .....

**Designation** .....

**Organisation** .....

**Date** .....

For and on behalf of Fairgrounds Holdings

**Name:** .....

**Signature:** .....

**Designation:** .....