



# Solar Power

AFRICA

**THE LEADING SOLAR & ENERGY STORAGE EVENT IN AFRICA**

16 – 18 FEBRUARY 2022

CAPE TOWN INTERNATIONAL CONVENTION CENTRE

[www.solarpowerexpo.co.za](http://www.solarpowerexpo.co.za)

**EVENT TERMS AND CONDITIONS**

**SOLAR** AFRICA  
**POWER**



messe frankfurt

# EVENT TERMS AND CONDITIONS

## EVENT TERMS AND CONDITIONS

### 1 DEFINITIONS

In the context of this document, the following terms and defined meanings shall apply.

- 1.1 "Organizer" shall mean Messe Frankfurt South Africa (Pty) Ltd.
- 1.2 "Exhibitor" shall mean the company that is the signatory to this Agreement and includes all employees or agents of such. In the case of "joint ventures" howsoever described, the Exhibitor is deemed to have obtained the consent of all the individual participants to the terms and conditions of this contract.
- 1.3 "Exhibition" shall mean the event described on the front of this Agreement.
- 1.4 "Facility" shall mean a defined portion of the exhibition facilities as shall be specifically allocated by the Organizer to the Exhibitor and more fully defined on the face hereof.
- 1.5 "Venue" shall mean the immovable property including all improvements, exhibition halls, buildings and structures.
- 1.7 "Agreement" shall mean the Agreement to Exhibit concluded between the Organizer and the Exhibitor in terms of which the Facility is hired for the Exhibition which is governed *inter alia* by the General Rules and Regulations for Exhibitors (the "Rules"); the Venue Rules and Regulations for Tenants; the Occupational Health and Safety Act of 1993; the Disaster Management Act No. 57 of 2002 and the municipal by-laws of the City and all applicable emergency legislation. The Rules will be made available to the Exhibitor and shall be deemed to be conditions of this Agreement and the Exhibitor acknowledges that a copy of such Rules were exhibited and made available to it prior to the Exhibitor signing this Agreement. The Rules will be incorporated in the Exhibitors Manual published by the Organizer prior to the Exhibition. The Exhibitor shall comply and cause third parties as well as invitees to comply with all provisions of the Rules.
- 1.8 The Agreement together with the Rules and Regulations of the Exhibition constitutes the entire agreement between the parties and no warranty, representation, promise, amendment, alteration, variation or waiver of the terms and conditions shall be of any force and effect unless reduced to writing and signed by both parties.
- 1.9 This Agreement shall be governed by the laws and customs of the Republic of South Africa.
- 1.10 In this Agreement words relating to the singular shall include the plural and vice versa; words relating to any gender shall include the other genders; and words relating to natural persons shall include associations of persons having status by statute or common law and vice versa.
- 1.12 No delay or admission by either party hereto in exercising any of its rights under this Agreement shall be construed by the other as a waiver thereof or as acquiescence in a default, nor as any novation of this Agreement, any exercise of only part of the right or rights aforesaid shall similarly not preclude subsequent enforcement of any such right or rights as may have been fully exercised.

### 2 BASIC AGREEMENT

- 2.1 The Organizer hereby grants the rights to the Exhibitor to use the Facility to its full potential at the Venue for the duration of the Exhibition, including build-up and breakdown periods, upon the terms and conditions set out in this Agreement.
- 2.2 The Exhibitor acknowledges receiving the said grant to the Facility upon the basis of a *voetstoots* receipt acknowledging further having fully inspected same to have found the Facility in all respects to its total satisfaction, same being received in good condition as it prevails at the commencement of the period of the Exhibition.

- 2.3 Allocation of the Facility shall be made on the face of this Agreement and shall be duly signed by the Exhibitor or a person duly authorized by the Exhibitor. Where the Exhibitor is acting as an agent, factor or licensee or in any other case where the Exhibitor is not acting as a principal, the Exhibitor shall disclose the name of its principal. This allocation shall not be binding on the Organizer until accepted on its behalf by a duly authorized employee signing in the space provided for on the face hereof. Pending acceptance hereof, the allocation cannot be withdrawn and upon such acceptance shall be an agreement binding between the Exhibitor and the Organizer, the Exhibitor being obliged to exhibit. A duly signed copy of this Agreement shall be forwarded to the Exhibitor after acceptance by the Organizer.
- 2.4
- 2.5 Upon signing of this agreement, the exhibitor shall pay the Organizer the full amounts, by the required date, stipulated on the first page of this agreement. When acceptance is after the:  
last due date, then the full amount due in respect of the Facility shall immediately be payable. Interest at a rate of prime plus 2% per annum shall be charged on all amounts that are overdue by the Exhibitor to the Organizer from the date such amount is due until the date of payment received.
- 2.6 Should the Exhibitor fail to:
  - 2.6.1 make any of the payments referred to in clause 2.4 hereof; or
  - 2.6.2 exhibit; or
  - 2.6.3 abide by any other terms of this Agreement.Then in such event/s the Organizer shall have the right, but not be obliged to cancel this Agreement without notice and to reallocate the Facility (or any other Facility allocated in terms of this Agreement), in which event the Exhibitor shall remain liable to the Organizer for all amounts due in terms hereof and furthermore be liable to the Organizer for any damages incurred as a result of any of the foregoing event/s.
- 2.7 **Cancellation**
  - 2.7.1 The Agreement may not be cancelled and shall remain in force until all outstanding payments have been met. Any exhibitor who elects not to make use of the Facility sold in terms of the Agreement will remain liable for the full amount of this Agreement.
  - 2.7.2 Notification by the Exhibitor to cancel this Agreement, which notice may be accepted or rejected by the Organizer in their sole and absolute discretion, shall be deemed a breach of this Agreement entitling the Organizer to:
    - a) claim payment of all amounts outstanding in terms hereof notwithstanding that the due dates for payments have not arrived and/or the Exhibition is to take place at a future date; or
    - b) to reallocate the Facility provided for in terms hereof and place other exhibitors into such Facility without compensation to the Exhibitor and retain all amounts paid in terms hereof; or
    - c) claim damages for any expenses as may have been incurred by the Organizer arising directly or indirectly out of the breach of this Agreement by the Exhibitor.
  - 2.7.3 Should notice of intended cancellation be received by the Organizer at least 3 months prior to the Exhibition, 40% of the full contract price shall constitute an agreed liquidated damages amount which the Organizer shall be entitled to retain, the balance of any monies held by it to be reimbursed to the Exhibitor.
  - 2.7.4 Should the Exhibitor seek to cancel the Agreement within 3 months or less prior to the Exhibition it will not become entitled to the refund of any monies, it being acknowledged that the Organizer will not in the circumstances be able to mitigate its losses by way of obtaining any replacement Exhibitor for the Facility, the full contract value will consequently in such circumstances remain owing and payable by the Exhibitor to the Organizer.
- 2.8 The signatory hereto warrants:
  - 2.8.1 in the case of a company, he is a director thereof;

- 2.8.2 in the case of a closed corporation, he is a member thereof;
- 2.8.3 in the case of a partnership, he is a partner thereto;
- 2.8.4 in the case of a sole proprietorship, he is the sole proprietor thereof;
- 2.8.5 in the case of a government institution or association, he is a duly authorized servant thereof;
- 2.8.6 in the case of none of the above, the person signing this Agreement is duly authorized thereto.
- 2.9 If the Exhibitor is a company or closed corporation, or any other legal body other than a natural person, the person signing this Agreement on behalf of the Exhibitor hereby binds himself/herself joint and severally in favour of the Organizer as surety for and co-principle debtor with the Exhibitor for the due and punctual performance of an compliance by the Exhibitor with its obligations to the Organizer in terms of the Agreement.

### 3 CONDITIONS OF PAYMENT

- 3.1 Any dispute by the exhibitor with any exhibition event services provided the Organizer or any affiliate, or with the amount charged for same shall be reported to the Organizer, in writing, within 3 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect the Exhibitor's obligation to make payment within 14 days as set out below). Failure to report any such dispute within such time shall constitute a waiver of any claim by the Exhibitor with respect to such dispute. whether sums are due under contract or open account. It is understood that all invoices are due within 14 days of the due date stipulated on the invoice.
- 3.2 The Organizer reserves the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organizer accepts no responsibility for breakdown or failure of any of the services provided for or in connection with the Exhibition.
- 3.3 Should timely payments not be made as stated the Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs that may be incurred by the Organizer or any affiliate in pursuing and collecting payment. The liability of the Exhibitor shall be joint and several with third parties. The party executing this Agreement on behalf of the Exhibitor acknowledges that it has the authority to do so and that by its execution it has cause the Exhibitor and third parties to be jointly and severally bound by the terms hereof. The Exhibitor represents that third parties will immediately be notified of the terms hereof. Notwithstanding to whom bills are rendered the Exhibitor and third parties shall remain jointly and severally obliged to pay to the Organizer the amount of any bills rendered by the Organizer within the time specified and until payment in full is received. Payment by the Exhibitor to third parties or by third parties to the Exhibitor shall not constitute payment to the Organizer.
- 3.4 Whilst the Agreement shall have become established as detailed herein, all rights and benefits flowing therefrom in favour of the Exhibitor shall remain suspended until the Exhibitor shall have fully paid the agreed contract price to the Organizer.
- 3.5 Payment by the Exhibitor of the specified deposit together with its conveyance in the appropriate form of the Agreement to the Organizer will convert the allocation to a secured and confirmed Facility pending the final payment of the outstanding contract price by the Exhibitor in terms of Clause 3.4.
- 3.6 Until such time as the specified deposit shall have been paid in terms of 3.5, the allocation of the Facility shall remain of a tentative nature, and at all times free to be re-allocated by the Organizer to any alternate Exhibitor in its sole discretion and upon simple noticed to that effect being given to the former Exhibitor. A failure to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breach of the Agreement.
- 3.7 Only for as long as the Exhibitor shall have maintained all payments in terms of the Agreement on the due date/s, will it be entitled to receive access to its reserved Facility as may be necessary in the furtherance of its planning for the Exhibition.

- 3.8 Payments made by post will only have been validly made when the payment is received by the Organizer and, if made in terms of any instrument other than cash, when such instrument has been honoured. Furthermore, the Exhibitor bears the risk of such payment not being delivered by post timeously or at all whether as a result of loss, theft, delay or any other reason.

### 4 BREACH

- 4.1 In the event of a breach by any party or any term or condition of this Agreement, the aggrieved party shall only be entitled to seek relief in terms hereof, after giving to the default party written notice to remedy same within the following parameters.
  - 4.1.1 should the breach materialize within the period of 3 months prior to the commencement date of the Exhibition, 5 days;
  - 4.1.2 should the breach materialize within the 2 months prior to the commencement date of the Exhibition, 24 hours;
  - 4.1.3 should the breach materialize during the Exhibition, 5 hours, these hours to run daily between the period of 08h00 – 17h00 daily.
- 4.2 By virtue of the inherent nature of the Exhibition time, as contemplated in 4.1 is acknowledged by all parties to be of the absolute essence.
- 4.3 Without prejudice to any other rights whether under common law or in terms of the Agreement the parties reserve their right to any other or additional claim or claims which the aggrieved party may have against the defaulting party in Law, and in the event of a breach of any term or condition of the Agreement, not being remedied the aggrieved party shall have the right and option forthwith either to cancel the Agreement or to institute proceedings for specific performance against the party in breach and without any further notice, with or without any additional claim for damages arising from such breach.
- 4.4 All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.
- 4.5 The domicilium et executandi shall be those addresses of the Exhibitor and the Organizer as recorded on the face of the Agreement.

### 5 USE OF THE FACILITY

- 5.1 The exhibitor contracts to use the Facility for the duration of the Event in conformity with Organizer guidelines. The Organizer has the right to reallocate the stand at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner. In cases of disruptive and/or unprofessional behaviour the Organizer and/or the Exhibitor has the right to ask disruptive individuals to leave its Facility. The Organizer reserves the right to revoke participation from such individuals. Exhibitors may not obstruct overall view or hide the exhibits of others.
- 5.2 It will be the responsibility of the exhibitor who contracts the space to maintain personnel in the Facility at all times during show hours. Any Exhibitor who starts to pack or dismantle their Facility prior to the close of the Exhibition will be charged a fee of R10,000 and may forfeit any seniority due to future shows.
- 5.3 Unusual or specifically built custom-built stands must have Organizer approval. The Organizer reserves the right to restrict or remove exhibits that are distracting or distract from the character of the Exhibition or which compromise the Health and Safety regulations governing the Exhibition. Stands must be set up prior to the opening of the Exhibition. Management has the right to re-allocate a Facility at its discretion if the Exhibitor has not appeared or begun to set up the stand 48 hours prior to the opening of the Exhibition. The Exhibitor will assume the cost of any additional services/equipment required for their respective Facility.
- 5.4 The Exhibitor shall not assign, sublet, share or apportion the whole or any part of the Facility or have representatives, products, equipment, signs or printed materials from other than its own company contracted in the assigned space without the prior, written, consent of the Organizer.
- 5.5 All exhibitor promotional material and goods are limited to the designated Facility. The Exhibitor may not carry out publicity activities outside the boundary of the Facility or in front of the Venue without written permission from the Organizer.

Acoustic presentations are permitted only if they are arranged in a way that other exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. The Organizer reserves the right to stop or cause to be stopped any publicity and/or presentation and/or acoustic events that have not been approved and do not meet the standards of the Exhibition.

- 5.6 The Organizer reserves the right to amend the Facility indicated on the face of the Agreement by an amount not exceeding 10%. In such event, the cost will automatically be adjusted at the rate per square metre quoted on the face hereof by the Organizer which will do everything possible to ensure that exhibition stands when built conform in layout to the plan provided to exhibitors. The Organizer shall not be held responsible in the event of modifications brought about by structural or other limitations. The Organizer shall furthermore have the right to another Facility if in the opinion of the Organizer such a move is necessary for the overall presentation and in the interest of the Exhibition.
- 5.7 Exhibitors shall be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them which has been altered or damaged in any way. The exhibitor shall hold the Organizer safe and harmless for all loss or damage suffered by or arising from any act or default of any servant, agent or subcontractor of the Exhibitor.
- 5.8 All exhibits and stand fitting materials must be removed from the Venue by the close of the breakdown period, and the Exhibitor shall not enter, store or carry out any work at the Venue prior to the period stipulated by the Organizer. The Exhibitor will compensate the Organizer for any expenses incurred through failing to comply with this condition.
- 5.9 The Exhibitor shall not, without the prior written consent of the Organizer, display, exhibit or bring into the Venue any explosives, radioactive, flammable, dangerous or hazardous substances or any such item which may cause noxious fumes or make use of, or display any materials which may involve a danger to the health and safety of any person.

## 6 PREVENTION OF PRODUCT PIRACY

- 6.1 The Exhibitor undertakes to display exhibits manufactured, dealt with or stocked by it, or associate, or subsidiary organizations, or for which it is the accredited dealer agent, licensee or stockist.
- 6.2 The Exhibitor hereby declares bindingly and irrevocably that he himself created the products he is exhibiting or, respectively, that they are authorized copies or imitations of other suppliers or third parties.
- 6.3 The Exhibitor also undertakes to respect the priority property rights of third parties. If an infringement of property rights of any kind is brought to his attention during his participation in the Exhibition the Exhibitor hereby undertakes to remove the product/s concerned from his Facility. He expressly notes that, in the event of a violation of this undertaking and application of the requirement the Organizer is entitled to bar him from taking part in this and future Exhibitions.

## 7 INSURANCE

- 7.1 The Exhibitor must obtain his own insurance in respect of staff, vehicles, goods and displays. The Exhibitor is advised to take out the necessary insurance cover for all eventualities.
- 7.2 The Organizer will not be responsible for the safety of any articles of any kind brought into the Exhibition by the Exhibitor, its servants, agents, contractors, and members of the public or any person of whatsoever nature. The Exhibitor is required to ensure that it is fully insured for the duration of the Exhibition, including build-up and breakdown periods, and shall furthermore take out and maintain such public liability insurance cover at its own cost in order to specifically ensure and safeguard the interests of the Organizer and all persons likely to enter upon the Facility and as may suffer any risk or personal injury or damage to property as a result.

## 8 EXCLUSION OF LIABILITY

- 8.1 The Exhibitor shall indemnify and hold the Organizer harmless in respect of all costs, claims, demands and expenses of whatsoever nature to which the Organizer may in any way be subject as a result of loss or injury arising to any person as herein before described however caused as a result of any act or default of the Exhibitor, its servants, agents, contractors, members of the public or any other persons of whatsoever nature.
- 8.2 The Organizer shall not be responsible for the loss or damage to any property of the Exhibitor or any other person, for the loss of, or damage or destruction to same by theft or fire or other cause whatsoever or of any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in a building caused by fire, storm, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, *force majeure*, or any other cause not within the control of the Organizer, whether *ejusdem generis* or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the Exhibition is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organizer will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover himself by insurance in respect thereof to any extent available and the Organizer reserves the right to demand sight of such a policy.
- 8.3 In no event shall the Exhibitor have any claim for damages of any kind against the Organizer in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Clause 8.2 or otherwise, or of the Venue become wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organizer's control, and the Organizer shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organizer shall consider necessary.
- 8.4 If, in the opinion of the Organizer, by re-arrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through the contract for space shall be binding upon the parties except as to the size and position as to which any modification or re-arrangement they consider necessary shall be determined by the organizer.
- 8.5 The Organizer shall not be liable for the number of visitors or sales generated from participation.
- 8.6 Exhibitors will be totally responsible for the obtaining of visas and customs clearances for their staff, agents, products or services and in no event shall there be any claim for damages or otherwise against the Organizer in respect of any loss or expense relating thereto.
- 8.7 In case the Organizer suffers any damage or is held responsible by third parties due to the non-compliance or due to any act or omission attributable to the Exhibitor or to third parties acting on behalf of or in the interests of the Exhibitor, then the Exhibitor shall indemnify and hold harmless the Organizer. The duty to indemnify and hold harmless the Organizer shall also apply to the Venue by the Exhibitor or by third parties acting on behalf of, or in the interests of the Exhibitor.

## 9 SAFETY AND LIABILITY

- 9.1 All national, provincial and municipal by-laws shall be observed during the Exhibition in the Facility. The exhibitor shall adhere to all safety regulations of the Venue (supplied in the Mandatory Section), directives by security personnel and the Organizer. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by stand construction, stand equipment, exhibits and any employees acting on its behalf. The exhibitor shall obtain all required permits prior to the commencement of the Exhibition and have them available for inspection by the Organizer.
- 9.2 Members of the police, fire brigade, rescue services, safety officers and representatives of the Organizer must give access to all stands at all times. Their instructions are to be obeyed

- 9.3 The Organizer or its representatives are entitled to check at any time that security regulations are being observed. The Organizer is authorised to order the immediate rectification of a situation which does not conform to regulations by the Exhibitor and to prohibit at all times any operation which is against regulations. At any time, the Organizer may stop the operation of machines, appliances, etc. and prohibit renewed operation, if it considers such operation to constitute a danger, or if other exhibitors or visitors are disturbed or bothered by them. The decision of the Organizer is final.
- 9.4 The exhibitor is responsible for observing all regulations concerning food processing and distribution. this also applies to samples distributed free of charge. Distribution of drinks and meals by the Exhibitor against payment is not permitted.

## **10 SALES ACTIVITIES**

- 10.1 The Exhibitor may accept orders and commissions from specialist trade buyers and may conclude contracts for performance outside of the Exhibition. The same applies to exhibits which are to be delivered once the Exhibition has concluded.
- 10.2 No open price labelling is permitted, either on the stands or on the exhibits, or in the catalogue, or on advertising material.
- 10.3 Nothing may be sold or given away or otherwise disposed of by the Exhibitor which will in any way conflict with other exhibitor's rights or which is the subject matter of any privilege or concessions granted by the Organizer. No retail selling shall take place by the Exhibitor from its Facility or otherwise in the Exhibition without the written permission of the Organizer.

## **11 VISITOR AUTHORISATION**

- 11.1 Trade buyers and other trade visitors are authorised to visit the Exhibition. The Organizer is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the Exhibition.
- 11.2 The Organizer may declare the Exhibition to be completely or partially open to the general public.
- 11.3 Unless permitted, in writing, by the Organizer, and then only in accordance with the conditions imposed, the Exhibitor shall not collect or charge any fee for admission to the Exhibition.

## **12 DATA PROTECTION**

- 12.1 The Exhibitor explicitly agrees with the storage, processing or forwarding of personal data by the Organizer, including the use of automatic data processing systems, inasmuch as this is necessary for the purposes of the Organizer and its affiliated companies has a justified interest in the business purpose.

- 13 The Organizer reserves the right to alter, add to, or amend any of these terms and conditions and the decision of the Organizer shall be final. No alteration, addition, amendment or waiver to, or of, these terms and conditions shall release any Exhibitor from its Agreement.

- 14 An Exhibitors Manual will be issued to each Exhibitor containing detailed instructions for the organization of the Exhibition.

- 15 The Organizer cannot accept any complaint or claim against them unless it is submitted in writing to the address given on the face of the Agreement in 2 weeks of the closing date of the Exhibition.