

# AFRICAN CLOTHING & COSMETICS ROAD SHOW TERMS AND CONDITIONS

## 1. Definitions

In these Terms and Conditions, the term "Exhibitor" means any persons, firm or company who has made application for and who has been granted space in the Exhibition. The term "Exhibition" means the event detailed on the Contract Form (African Clothing & Cosmetics Road Show). The term "Organizer" means the organizer identified on the Contract Form its successor and assigns (Bizness Group LLC with Headquarters at 115 Broadway, 5<sup>th</sup> Floor, New York, NY 10006). The term "Contract Form" means the prescribed form on which the Exhibitor has made application to the Organizer. The term "Exhibitor's Manual" means the manual drawn up by the Organizer in respect of the Exhibition.

## 2. Contract for Stand Space

- Application for stand space at the Exhibition must be on the Organizer's official Contract Form and must (if so required) contained information on all exhibits to be displayed. The Organizer may at its sole discretion accept a deposit payment in lieu of written application provided that these Terms and Conditions shall apply to any such application and shall together with the Exhibitor's Manual, constitute the entire agreement between the Organizer and the Exhibitor. Until the completed Contract Form has been received and accepted by the Organizer, the Organizer has the right without giving notice to the Exhibitor to relocate the stand space to another exhibitor and the application will be deemed to have been rejected.
- Upon accepted of the application and signature on the Contract Form by the Organizer there shall be a contract between the Organizer and the Exhibitor and of which these Terms and Conditions and the Exhibitor's Manual shall be an integral part.

## 3. Allocation of Stand Space

Every effort shall be made to allocate to the Exhibitor the stand space which has been ordered. However, to facilitate an effective layout of the Exhibition and if the Organizer believes it to be in the interest of the Exhibition, the Organizer has the right to make a space reallocation at any time.

## 4. Payment

- All payments must be made in accordance with the terms and methods of payments set out on the Contract Form.
- In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or date of payment) then the Organizer reserves the right to cancel its contract with the Exhibitor and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph 5 below relating to cancellation charges shall apply.

## 5. Cancellation of Stand Space

- If the Exhibitor wishes at any time prior to the Exhibition to cancel or reduce the stand space allocated to him, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organizer by Recorded Delivery Post. For the avoidance of doubt the Organizer shall not be obliged to accept the Exhibitor's notice.
- In the event that the organizer accepts the Exhibitor's notice of cancellation or reduction of his stand space, or in the event that the Organizer terminates the contract with the Exhibitor's for whatever other reason, the Organizer shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organizer and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the stand space allocated to the Exhibitor and to apply the following cancellation charges:

Time of cancellation occurring prior Prior to the commencement of the Exhibition	Cancellation charge (% of total cost set out on Contract Form)
9 months or more	20% of total cost (plus GST / VAT)
6 months or more and less than 9 months	50% of total cost (plus GST / VAT)
Less than 6 months	100% of total cost (plus GST / VAT)

The cancellation charges may be deducted from monies paid up by the Exhibitor. Any balance shall be returned without interest. If the monies already paid up by the Exhibitor are insufficient, the Exhibitor shall forthwith pay to the Organizer the balance of the cancellation charges.

- The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organizer because of the Exhibitor's cancellation and that they do not represent a penalty.

## 6. Reduction of Space

In the event the Exhibitor notifies the Organizer in accordance with paragraph 5 above that he wishes to reduce the size of his stand space, then the Organizer shall be entitled to resell or reallocate such excess stand space and to apply the scale of cancellation charges set out in the table in paragraph 5 above to the area by which the original stand space allocated to the Exhibitor is reduced and charge the Exhibitor accordingly for reduction.

## 7. Stand Space and Exhibits

- The Exhibitor must occupy the space allocated to him by show opening time on the first day of the Exhibition. In the event the Exhibitor fails to do so, he shall deem to have cancelled his stand space booking and the Organizer shall be entitled to resell or reallocate such stand space and the provisions of paragraph 5 relating to cancellation charges shall apply.
- The Exhibitor acknowledges that he shall only be entitled to use contractors other than the official stand contractors appointed by the Organizer or (where the Organizer has provided a walk on package) to erect his own stand, with the prior written consent of Organizer.
- Full details of any walk on package by the Organizer will be supplied in the Exhibitor's Manual. Plans for specially built stands or displays other than those constructed from any such walk on package must be submitted by the Exhibitor to the Organizer for approval before construction is ordered.
- If in the opinion of the Organizer the Exhibitor's stand or display extends beyond his allocated space, the Organizer may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.
- The Exhibitor shall be entitled to exhibit only those matters specified on the Contract Form.
- The Exhibitor must not erect his exhibits in a manner which would in the opinion of the Organizer obstruct the light or impede the view along the open spaces or gangways of the Exhibitions or occasion inconvenience to or otherwise affect the displays of any other exhibitor.
- No acceptance by the Organizer of the Exhibitor's Contract Form or allocation of the Exhibitor's name to any part of any Exhibition floor plan or stand number will constitute any agreement, warranty, or representation by the Organizer that the Exhibitor is entitled to exhibit at the Exhibition in such particular location. The Organizer reserves the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any stand at any time.
- The Organizer and any other person either authorized by the Organizer or having an interest in the premises shall without notice be entitled to access at all reasonable times before during and after the Exhibition to the Exhibitor's stand and for this purpose the Organizer or any such person shall be entitled to use such force as may be without incurring any liability whatsoever to the Exhibitor.
- Should any dispute arise as to the stand space allocation, the extent of any extra stand space deemed by the Organizer to be occupied by the Exhibitor beyond that allocated or as Exhibitor's right to display any exhibits, the decision of the Organizer shall be binding.
- The Exhibitor shall keep the space occupied by him and the common areas around it neat and clean always.
- The Exhibitor shall ensure that all necessary approvals and licenses for his exhibits have been obtained.

## 8. Exhibitor's Representative and Passes

- The Exhibitor must supply to the Organizer the name of at least one person to be his representative in connection with the installation, operation, and removal of his exhibits.
- To ensure only official access to the Exhibition areas, the Exhibitor and his personal and contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless this pass is presented. The Exhibitor will be required to provide the Organizer, at least two weeks before the first day of set-up, a list detailing the personnel who will be present on the stand, and the day(s) on which each person is likely to be in attendance.

## 9. Duration of Exhibition

Details of Exhibition hours are given in the Organizer's Exhibitor's Manual. During these times stands must be adequately manned by the Exhibitors staff with the exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition hours.

## 10. Removal of Exhibits

- No exhibit shall be packed, removed, or dismantled prior to the closing of the Exhibition without written permission from the Organizer. If the Exhibitor acts in breach of his provision he shall pay to the Organizer, by way of compensation for the detraction to the Exhibition's appearance and in addition to all sums otherwise payable to the Organizer under these Terms and Conditions, a sum equal to one third of the total amount payable by the Exhibitor for his allocated stand space.
- The Organizer reserves the right in its absolute discretion to require the Exhibitor to, and the Exhibitor shall promptly, remove any exhibit specified on the Contract Form or which is being exhibited at the Exhibition.
- The Exhibitor will be liable for all storage and handling charges resulting from his failure to remove all exhibits and display materials from his allocated stand space.
- The Exhibitor must surrender any occupied walk on package in its original condition. The Exhibitor shall make good and indemnify the Organizer for any damage caused by the Exhibitor, his employees, agents, or contractors to the Exhibition premises or to any walk on package occupied by the Exhibitor.

## 11. Attendance

- The Exhibitor acknowledges that the Organizer shall not be held responsible for the failure of all any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organizer.
- Any application for stand space or any acceptance thereof by the Organizer shall not be conditional on the presence of location of any other exhibitor at the Exhibition or any other exhibition.

## 12. Exclusion of Personnel

The Organizer reserves the right in its absolute to exclude or remove or require the Exhibitor to remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organizer may exercise such right notwithstanding that any such person is the employee, agent, or contractor of the Exhibitor's or otherwise in any way connected or associated with the Exhibitor.

## 13. Undesirable Activities

- If it appears to the Organizer that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interest of the Exhibition or which appear unethical or to be in breach of the law, the Organizer may without being under any liability to refund or abate any charges paid or due herein cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.
- Canvassing for orders, except by the Exhibitor on his own stand in the normal course of his business is strictly prohibited and in any such case the right of expulsion referred to in paragraph 13 (i) above will be exercised at once. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor of his own display space is prohibited, except by prior written agreement with the Organizer.

## 14. Fire Precautions

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

## 15. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements, laws, rules, and regulations whether imposed by the Organizer, the proprietors or managers of the Exhibition building or any municipal or any other competent authority.

## 16. Electric Lighting and Power

- If official contractors are appointed by the Organizer to carry out electrical work, the Exhibitor shall be responsible for setting all accounts for electrical work carried out on and electrical current consumed by the Exhibitor's stand or display directly with the contractor.
- The Exhibitor shall ensure that all electrical installations on his stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors.

## 17. Insurance

- The Exhibitor shall carry public liability insurance against personal injury, death, or damage to or loss of property by any cause whatsoever. If proof in writing of such insurance is not received by the Organizer from the Exhibitor at least one month before the Exhibition commences, the Organizer, without being under liability to refund or abate any charges paid or due herein, may cancel any allocation of stand space to the Exhibitor and shall be entitled to resell or reallocate such space.
- The Exhibitor shall also ensure that he has full indemnity insurance against the usual risks in respect of all loss, damage or injury to goods and person.

## 18. Cancellation or Change of Location or Date of Exhibition

- The organizer has the right to cancel, relocate or change date of all any part of the Exhibition or reduce the planned period for preparation, display or dismantling of the Exhibition and in such event any refund payments to the Exhibitor shall be at the absolute discretion of the Organizer. Such refund, if given shall be such proportionate share of the balance of the aggregate exhibit fees received by the Organizer in relation to the Exhibition as the Organizer thinks fit after deducting expenses incurred by and reasonable compensation for the Organizer, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the Organizer's financial records.
- The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in paragraph 18 occurs he shall have no right to any refunds, damages, or expenses.
- In the event the Exhibition is cancelled by the Organizer for commercial reasons, including without limitation, lack of support then all payments made by the Exhibitor to the Organizer will be refunded without interest, but the Exhibitor hereby agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organizer.

## 19. Default and Exhibitor's Insolvency

If the Exhibitor's breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with his creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organizer shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph 5 above relating to the cancellation of stand space shall apply.

## 20. Limitations of Liability

- The Organizer, its employees or agent shall not be liable for any loss, theft, damage or injury to person or property suffered by the Exhibitor, its employees, agents, or contractors.
- Information given by the Organizer about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organizer and therefore any mistake or omission will not Exhibit to cancel his stand space booking.
- Whilst the Organizer shall use its reasonable endeavors to organize and promote the Exhibition in such manner as it considers appropriate, the Organizer reserves the right to amend or vary the manner or methods of such organization and promotion and therefore any statements made by or on behalf of the Organizer as to audience projections or methods or timing of promotion shall constitute only general indications of the Organizer's promotion and organizing strategy and shall not amount to any representation or warranty.

## 21. Indemnity

- The Exhibitor hereby fully and effectually indemnifies the Organizer against all costs, claims, demands, proceedings, and losses whatsoever made against or incurred by the Organizer, its employees, agents, or contractors. The Exhibitor also fully and effectually indemnifies the Organizer against any claim made by any contractor or agent appointed by the Organizer because of a failure on the part of the Exhibitor, his agents, contractors, or employees to perform in any way any contract entered by the Exhibitor with such contractors or agents.
- If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organizer its employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organizer or its employees, agents and contractors may become liable in consequences of damage or injury to any personal or other property occasioned by or arising out of the act, default or negligence of the Exhibitor, its employees or agents or any person under its direction or any independent contractor engaged by it.

## 22. Assignment

The Exhibitor shall not be entitled to assign or delegate to a third party any rights obligations of the Exhibitor arising under these Terms and Conditions. The Organizer shall be entitled to assign the benefit (subject to the burden) or its contract with the Exhibitor without notice to or consent from the Exhibitor.

## 23. Entire Agreement

These Terms and Conditions, together with the Contract Form and the Exhibitor's Manual, contain the entire agreement between the Organizer and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought.

## 24. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with New York State Law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the New York State courts.

## 25. Exhibition Booth, Country Pavilion and Contractor

Details about the Exhibition Booths and Country Pavilion are in the Exhibitor Manual / Event website / Registration Form. Should you need assistance to design / decorate your booth or pavilion get in touch with us so that we can refer you to a Contractor.