



## ICA 2010 EXHIBITION TERMS AND CONDITIONS

The Exhibitor upon signature of the relevant application form by its duly authorised officer, agent, or employee enters into a contract with the ICA 2010 Congress Organiser for exhibition space at the ICA 2010 Congress at the Cape Town Convention Centre. Reservation of the exhibition space by the Congress Organiser on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representation, understandings, agreements, modifications, alterations, or additions not contained within the body of this written contract shall inure to the Exhibitor or be binding upon the Congress Organiser.

(1) **Exhibition space rental fee**

These fees include shell scheme, plug point(s), electricity, overall security service, general illumination, registration of delegates as is outlined in the ICA 2010 Exhibition Guide, with accompanying meals and refreshments as indicated.

(2) **Payment policy**

A deposit of 50% of the cost of the stand rental is payable upon booking (100% after 15 December 2009) and must accompany the stand booking form. The balance of the stand rental charge and payment of all additional services as requested on the miscellaneous service form is payable prior to 15 January 2010. A surcharge of 10% is payable in respect of all bookings and/or fees outstanding as from 16 January 2010.

(3) **Purpose of exhibition**

The contract for exhibition space shall be considered a binding contract between the two parties subject to the rules and regulations promulgated by the Congress Organiser pursuant to this Contract. The contracting Exhibitor and the Congress Organiser agree that the purpose of this exhibition is the professional education of persons attending and will conduct themselves accordingly. The Congress Organiser reserves the right to determine eligibility of any Exhibitor, product or service.

(4) **Exhibition location and time**

The ICA 2010 Congress, incorporating the Exhibition, will be held at the Cape Town Convention Centre from 7 – 12 March 2010. The Exhibition will provisionally be open according to the following schedule:

Monday, 8 March 2010

07h30 – 17h00

Tuesday, 9 March 2010

07h30 – 15h00

Wednesday, 10 March 2010

07h30 – 17h00

Thursday, 11 March 2010

07h30 – 15h00

Friday, 12 March 2010

07h30 – 15h00

The Congress Organiser reserves the right to make changes in the exhibition hours; however, any such changes will be made as far in advance of the Exhibition as possible, and Exhibitors will be notified accordingly. During all hours the Exhibition is open the Exhibitor must occupy its assigned exhibit space, and staff its exhibit with competent personnel. The Exhibitor shall not dismantle its exhibit or otherwise interfere with the orderly conduct of the Exhibition until it is finally closed.

(5) **Cancellation Policy**

The Exhibitor specifically recognises and agrees that the Congress Organiser will sustain losses in the event the Exhibitor fails to provide timely notice of cancellation. Because these losses cannot be measured precisely, but which include inability to replace those cancelling late, advertising, credibility, redesigning of floor space, and others, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is designed specifically to compensate the Congress Organiser for its losses and not constitute a penalty should the Exhibitor fail to provide timely written notice of all or part of its assigned stand space.

<u>Date of Cancellation</u>	<u>Assessment (% of total rental fee)</u>
Until 12 February 2010	50%
From 13 February 2010	100%

(6) **Use of space**

The Exhibitor agrees not to assign, sublet, or share allocated space without the knowledge and prior written consent of the Congress Organiser. Exhibitors will not be permitted to display outside the confines of the assigned stand space in the Exhibition area. Printed advertising may be distributed by Exhibitors from within the confines of their own space inside the exhibit hall only. No exhibits, accessories, giveaways, promotional material, or any other goods bearing any name or form of advertising may be displayed or distributed within the registration area, lobby, lounge or food service area of the Cape Town Convention Centre.

High equipment placed in stand areas must not exceed 3.0 metres, and must not restrict a clear view of neighbouring exhibits.

(7) **Security and Insurance**

The Exhibitor acknowledges the layout of the Exhibit area and the large numbers of people present in the Exhibition Halls make it impossible for adequate security to be provided to protect the Exhibitor's merchandise and other property. Accordingly, the Exhibitor assumes all risk of loss for Exhibitor's merchandise, fixtures, displays, and any other property of the Exhibitor located in the Exhibition Area, storage area, or any other area where access has been provided to Exhibitors by the Congress Organiser where such loss results from theft, vandalism, or any other damage caused by any agent or employee of the Congress Organiser or caused by any other person either authorised or not authorised to be present at the Exhibition Area. Furthermore, the Exhibitor acknowledges that security guards and storage areas are provided by the Congress Organiser merely as a service, and that the Congress Organiser has made no representation regarding the adequacy of such security measures. The Congress Organiser recommends that all Exhibitors consult their individual insurance representative to obtain appropriate insurance coverage. It is recommended that Exhibitors take precautionary measures of their own, such as arranging their own supplementary security facilities available through the Cape Town Convention Centre.

(8) **Liability**

Neither the Congress Organiser, its agents or representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property prior to, during, or subsequent to the period covered by the contract, provided such injury, loss or damage is not caused by the negligent or wilful act of the aforementioned party. The Exhibitor, on signing the Stand Reservation Form, expressly releases the foregoing society, individuals, and committees from any agreement to indemnify same against the Congress Organiser, its officers, directors, employees and agents. Exhibitors are advised to carry their own insurance. Exhibitors shall be responsible for any damage to carpet, shell scheme or electrical fittings and wiring.

(9) **Other Terms and Conditions**

The Exhibitor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. The Exhibitors also shall comply with reasonable requests of the Congress Organiser and the Cape Town Convention Centre officials with respect to the installation, conduct and disassembly of its exhibit. The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Exhibitors, the Congress Organiser, the Cape Town Convention Centre, Congress delegates or public. The Congress Organiser and the Cape Town Convention Centre reserve the right to close, remove or require changes in any exhibit, or to remove any of the Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Conference, The Cape Town Convention Centre, other Exhibitors or public. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless the Congress Organiser and the Cape Town Convention Centre from responsibility or liability resulting directly or indirectly, or jointly from other causes that arise because of the actions or omissions of its agents, employees, or independent contractors whether acting within or without the scope of their authority. The Congress Organiser shall not be liable for failure to perform its obligations under this contract due to strikes, riots, acts of God, or any other cause beyond its control. In the event of such termination, the Exhibitor waives any and all damages and agrees that the Congress Organiser may, after deducting all the costs and expenses, including a reserve for claims, refund to the Exhibitor, and as for complete settlement and discharge of all Exhibitor's claims and demands, the pro-rata amount of all funds paid by Exhibitors. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor rather than the invitee or licensee of the Congress Organiser.