

## **The Mitchells Plain Festival** **Standard Terms and Conditions of Contract**

1. In these Conditions, the following words shall have the meanings set hereunder:

**“Exhibition” - The exhibition known as The Mitchells Plain Festival to be held at the Westridge Gardens in Westridge, Mitchells Plain, Cape Town on the date stipulated herein below.**

**“Organizer” – CYCLE OF LIFE**

**“Exhibitor” - The Person or entity hiring a stand or stands to exhibit or sell goods, products or services at the exhibition.**

**“Exhibit” - The area hired by the Exhibitor and includes, unless inconsistent with the context, the Exhibitor’s stand and all advertisements and signs attached thereto.**

2. ALL participants agrees to participate in the festival for the full duration of the event .
3. Whilst the Organizers will make every endeavor to hold the exhibition on the dates stipulated and at the planned venue, in the event of the postponement or abandonment thereof or in the event of failures of the services or facilities, the Organizer may terminate the Contract with the Exhibitor and shall not be under any liability for loss or damage incurred by the Exhibitor as a result thereof. If the Organizer cancels the Exhibition, or cancels the Contract for reasons other than breach by the Exhibitor, it shall refund to the Exhibitor all amounts paid by the Exhibitor in terms of the Contract, net a pro-rata share of expenses incurred by it in regard to the Exhibition and commission paid. The Organizer shall not be liable for any claims, demands, costs, charges, or expenses whatsoever cause resulting from the Organizers including, but not limited, to acts of God, Government, Municipal or Police restrictions, continuing domestic or international problems, such as wars, insurrections, strikes, fires, floods, work-stoppages, acts or omissions of landlords of the property on which the Exhibition is held.
4. The Exhibitor hires the Exhibitor’s area for the period stipulated in the Contract for the Mitchells Plain Festival. Throughout the period of the Exhibition, the Exhibitor shall keep the Exhibit/Stand open and manned and staffed during official open hours of the Exhibition, which shall be specified by the Organizer. The Exhibitor shall occupy the Exhibitor’s area and complete the setup and preparation of the Exhibit by no later than 2 hours before the festival starts. The Exhibitor shall not remove the Exhibit or any substantial part thereof, before the conclusion of the festival. The Exhibitor shall dismantle and vacate his stand IMMEDIATELY once the festival gates close on the last day of the event. Failing such removal, the Organizers reserve the right to remove and store the Exhibit, or any part thereof, at the Exhibitor’s expense.
5. The Exhibit shall in its appearance and construction comply with standards for the Exhibition determined by the Organizer and in such demarcated areas on the floor plan; the Exhibitor shall maintain its stand in a neat, orderly and tidy fashion. The Exhibit shall not include, display or use any materials or components which the Organizer in its sole discretion deems unsafe or undesirable. The Organizer shall, in its discretion, be entitled to instruct the Exhibitor to execute all changes to the Exhibit, which it reasonably regards as necessary to comply with the points in paragraph 5. In the event of the Exhibitor failing to comply with such instructions, the Organiser shall be entitled to execute such alterations and to hold the Exhibitor liable for the cost incurred thereof.
6. The Exhibitor agrees to observe all the Terms and Conditions of the Agreement of Agreements between the Organiser and the Landlords of the land and buildings in which the Exhibition takes place. The Exhibitor shall not, in any way, damage the floor, walls, ceiling, roof or any part of the structure of the buildings in which the Exhibition takes place. Any Exhibitor causing any such damage shall pay for such damage and hold the Organiser indemnified against such damage.

7. The Exhibitor shall not use any equipment, electrical or otherwise, which produces words or actions or broadcasts or performances, or music, without prior written consent of the Organizer. The Exhibitor may also only distribute printed matter from its own Exhibit. The Exhibitor shall not paste or otherwise Exhibit posters or advertisements upon any part of the building or property on which the Exhibition is held without prior written consent of the Organizer. The Organizer shall have the sole right of compiling and issuing all catalogues, supplements, etc. and lists of exhibits and issuing of invitations and tickets of admission to the Exhibition.
8. The Exhibitor shall not have any claim whatsoever against the Organizer arising out of the provision of or failure to provide or break down in or interruption of facilities or services at the Exhibition, or visitors to the Exhibition. The Organizer shall have the right to reserve admission of any persons to the Exhibition and the property where the Exhibition is held, and shall have the right to expel such persons from the Exhibition, at its own discretion.
9. All goods brought to the Exhibition, by the Exhibitor, are at the Exhibitor's sole risk. The Organisers shall not be responsible for the Exhibitor or its servants or agents or employees, or any other person, for any loss or damage caused by or resulting from any theft, burglary or similar cause, or from any loss resulting from accident, injury or damage caused to the Exhibitor or its servant or agents or employees, from whatsoever cause arising, including but not limited to failure of any buildings or erections or any parts thereof.
10. The Exhibitor hereby indemnifies the Organizer against all and any claims, demands, costs, charges or expenses arising or resulting from any act, omission or negligence by the Exhibitor or any servant or agent of the Exhibitor, or any person acting under the Exhibitor, notwithstanding that such action, claim, demand, cost, charges, or expenses may have been occasioned in whole or in part by the fault or negligence of the Organizer or its servants or agents or by any buildings or erections upon the Exhibition area being or falling into a defective state of repair.
11. The Exhibitor shall not, without the prior written consent of the Organizer, cede, assign, transfer or encumber any of the rights in terms of this Contract or, sub-let or grant possession or occupation of the whole or any part of the Exhibits to any other person whatsoever. Without derogating from the general terms above, the Exhibitor shall only display and/or offer for sale, its own goods and/or services and shall not in any way act as an agent or facilitator or conduit for the goods or services of any third party whether or not associated with the Exhibitor in any way.
12. The Exhibitor shall ensure that any cartons, cardboard boxes, and/or other forms of packaging shall be safely stored away from the Exhibition area and shall take all the necessary precautions to ensure that flammable materials utilized on their stands are treated with a fire- retardant in accordance with Fire Department requirements.
13. No addition to or variation, consensual cancellation or notation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.
14. In the event of the Exhibitor committing a breach of any of the terms of this Agreement, the Organizer shall be entitled to the remedies it has in law, including to cancel this agreement forthwith, without further notice, and to claim and recover damages and costs from the defaulting Exhibitor. The parties agree that Total Cost cited above constitutes a reasonable pre-estimate of lost income in the event of cancellation of the agreement, and the defaulting Exhibitor shall be liable for the payment thereof in full.

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15 These Terms and Conditions, together with the Contract for an Exhibit constitute the whole and only agreement between the parties, and no warranties or representations which may or might have preceded or induced the offer or Contract on which are not recorded herein or in the Contract for an Exhibit, shall be valid or of force or effect whatsoever.

15.1 The Exhibitor/ trader chooses the address set out in the Contract as his domicilum citandi et executandi for all purposes.

16 The trader/ exhibitor shall not breach any terms and conditions set out in this Agreement and/or the trader shall not sell products

or food that he/she has not stipulated in the contract, The trader will not threaten, use foul language, steal, be under the influence of illegal substances or alcohol or move away from his/ her allocated position without the explicit consent of the organizers,

#### □ EVENTS OF DEFAULT

- The trader cancels from the festival and/or abandons the trading/ exhibition space allocated before completion of the event and without written consent to the organizers; or
- The trader does not pay the full amount for his/ her stall for whatever reasons; or
- Fails or refuses to trade at the festival / resigns from the festival upon completing the Training Period; or
- By his own conduct renders him/ herself incapable or is unsuitable in the opinion of the organizers to trade at the festival;
- The trader fails to comply with the instructions from the organizers or its appointed agents or representatives,
- Traders/ exhibitors fails to bring its own 20m extension cord in order to access electricity or this extension cord is faulty, broken or in a condition, which causes the electricity supply to constantly trip or fail,
- If the trader/ exhibitor assigns his/ her stand to a third party without the explicit and written consent of the organizers,
- If a trader/ vendor sells, promotes or use the stand for any other purpose than that indicated in his/ her application form and approved by the event organizers,
- Then in such case, the trader shall forfeit his/ her trading space and full trading space fee for the duration of the festival.

#### **CANCELLATION AND REFUND POLICIES:**

1. Vendors participating at the annual Mitchell's Plain Festival, the Wynberg family Festival or any other event organized by Analine Trading Pty Ltd or Cycle of Life, will be subjected to the following cancellation Policies.

2. Cancellations requested in writing and within 60 working days prior to any of our events will be refunded by 100% of funds, payable within 14 WORKING DAYS upon receiving such requests for cancellations and being approved by the organizers,

3. Cancellations requested in writing and within 30 working days prior to any of our events MUST be accompanied by a valid reason for cancelling. Upon satisfying the organizers with a valid reason for cancelling we shall refund 50% of all funds paid. Those using medical reasons or death as reasons of cancellation must kindly provide us with medical and or death certificates to this effect.

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4. NO requests for refunds will be entertained within 14 working days prior to any event!
5. Should the hosting of any of our events be prohibited under the National Disaster Management ACT, due to a pandemic or any other reason beyond our control, such event(s) will be postponed to a future date. It will not be cancelled! In the event of the event(s) being postponed no refunds will be payable.

**AGREEMENT:**

1. All parties hereby agrees to the Standard Terms and Conditions as set out herein,
2. All parties hereby agrees that they fully understand the contents of this Standard Terms and Conditions and accept this document as the full and final agreement between the parties,
3. All parties agrees that this document will serve as the final agreement between the parties and no party may alter or make amendments hereto without the explicit and written consent of the other party,
4. All parties agree to put any disputes arising hereof in writing to the other party. Such written disputes shall be sent via email or hand delivered to the party in breach. The party in breach shall within seven working days remedy such breach, failing which this the other party may cancel this agreement.
5. All parties will use the addresses listed below as the primary physical address for delivery of any documentation or legal matters arising hereof.
6. All parties agree that they are of sound mind and legally permitted to enter into this agreement, and once signed, this agreement will be binding and enforceable.

**For and behalf of Event Organizers**

CYCLE OF LIFE / Analine Trading  
Rozario Brown  
**Director**

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

**Address:** 1<sup>st</sup> Floor Department of Labour Building, Town Centre, Mitchell's Plain, 7785

**FOR THE EXHIBITOR/ TRADER:**

**Signed and accepted by**

**Vendor Name & Surname:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

**WITNESS FULL NAME:** \_\_\_\_\_ **Witness Signature** \_\_\_\_\_

**VENDOR PHYSICAL ADDRESS:** \_\_\_\_\_

**Date:** \_\_\_\_\_