

GENERAL CONDITIONS OF HIRE OF THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE (RF) SOC LTD ("CTICC")

1. INTREPRATION

- In the contract of hire unless the context otherwise indicates:
- 1.1 "agreement" means the contract of hire;
 - 1.2 "client function sheet" means the document outlining the specific services and all requirements for a particular event to be held at the convention centre;
 - 1.3 "commencement date" means the date of commencement of the hire period;
 - 1.4 "confirmation of hire" means the written confirmation of hire concluded between the CTICC and the hirer containing inter alia the details of the hirer, the hired area, the hire period and the hire charge;
 - 1.5 "contract of hire" means these general conditions of hire read together with the confirmation of hire and any other ancillary documentation (e.g., client function sheets) attached thereto;
 - 1.6 "convention centre" means the Cape Town International Convention Centre located at the corner of Walter Sisulu Avenue and FW de Klerk Boulevard, Foreshore, Cape Town and any extended areas;
 - 1.7 "days" means ordinary days including Saturdays, Sundays and South African public or national holidays unless the context indicates otherwise.
 - 1.8 "event/s" means events for which the hired area will be utilised;
 - 1.9 "hazardous substance" means any substance or article which, in the opinion of the CEO of CTICC or any person designated by the CEO, may create a risk of fire, explosion or the release of noxious gases, or cause damage to the convention centre or its contents, or may create any risk to the health and safety of occupants of the convention centre or surrounding areas;
 - 1.10 "hirer" means the party indicated on the confirmation of hire who is hiring the hired area from CTICC;
 - 1.11 "hired area" means the specific areas and facilities to be utilised by the hirer for the event/s identified in the confirmation of hire comprising inter alia, exhibition halls, rooms and foyers;
 - 1.12 "hire charge" means the amount specified in the confirmation of hire that is payable by the hirer to CTICC as consideration for the hire of the hired area for the hire period but excluding the additional charges referred to in clause 3;
 - 1.13 "hire period" means the period during which the hired area shall be hired as specified in the confirmation of hire;
 - 1.14 "CTICC" means Cape Town International Convention Centre (RF) State Owned Company Limited;
 - 1.15 "prime rate" means the prime interest rate charged by CTICC's bankers on overdrawn current accounts from time to time calculated daily and compounded monthly in arrears as certified (in the case of a dispute as to the rate so payable) by any manager of any branch of the bank whose authority, designation and appointment it shall not be necessary to prove;
 - 1.16 "total charges" means the hire charge and additional charges for the provision of services including any other charges or costs due to CTICC in terms of the contract of hire;
 - 1.17 "VAT" means Value Added Tax payable in terms of the VAT Act 89 of 1991.

2. THE HIRED AREA

- 2.1 The hired area shall consist solely of the area(s) and facilities specified in the written confirmation of hire and unless the confirmation of hire confirms that the entire convention centre is hired by the hirer, areas outside of the hired area shall not be available for the sole occupation or use of the hirer as other clients of CTICC or CTICC itself may utilise the remaining areas in the convention centre.
- 2.2 The hirer shall not without the prior written consent of CTICC be entitled to:
 - 2.2.1 display any goods or services not consented to by CTICC; or
 - 2.2.2 change the name of the event/s;
 - 2.2.3 use the hired area for any purpose other than described or disclosed in or authorised in terms of the contract of hire;
 - 2.2.4 sub-let, cede, assign, delegate or in any way purport to transfer its rights and/or obligations in respect of the use of the hired area to any person.

- 2.3 If and to the extent that the hired area(s) is/are used to hold exhibitions, and the hirer is acting partly or wholly as an organiser, the hirer shall be entitled to make part/s of the hired space available to participants. It is the responsibility of the hirer to ensure that the participants are made aware of the terms of the agreement. The hirer shall take responsibility for the conduct of the participants and shall be liable for any breach of the agreement committed by a participant as if such breach was committed by the hirer itself.
- 2.4 The event owner, exhibitor and its representatives, visitors or delegates, suppliers, contractors and or employees shall under no circumstances be allowed to display, distribute, or wear any material which is inappropriate, discriminatory, promotes hate speech or gratuitous violence.

3. ADDITIONAL CHARGES

- 3.1 The hirer shall be liable for all additional charges incurred by CTICC at the hirer's request or where obligatory in connection with the event and/or the hirer's occupation of the hired area including but not limited to costs in respect of:
 - 3.1.1 compressed air, bulk electricity, gas and water consumed, carpeting, parking and portorage;
 - 3.1.2 waste gas and refuse removal;
 - 3.1.3 audio visual equipment and services, telephony, data transmission or access services, facsimile and photocopy charges;
 - 3.1.4 fire prevention, first aid, cleaning and security costs;
 - 3.1.5 the construction, fitting out, dismantling and vacating of the hired area;
 - 3.1.6 catering, transport and entertainment;
 - 3.1.7 licence costs;
 - 3.1.8 cost of all staff or personnel provided by or on behalf of CTICC, including but not limited to commissionaires, cashiers, security and surveillance staff, all attendants, traffic co-ordinators and operators of technical installations and equipment;
 - 3.1.9 all goods and services procured at the special instance and request of the hirer from third parties, shall, unless otherwise agreed between the parties in writing (but subject always to clause 8), be provided by or on behalf of CTICC and paid by the hirer to CTICC on demand and in addition to the hire charge; and
 - 3.1.10 including VAT on all costs.
- 3.2 Where the hirer is permitted to provide its own goods and/or services in relation to the event/s as agreed in writing, CTICC reserves the right to impose a charge to the hirer in respect of such goods and/or services provided or supplied by the hirer.
- 3.3 Where extra facilities are provided by CTICC (including but not limited to facility surcharges for the number of square metres actually used to hold exhibitions in areas, other than the exhibition halls), such surcharges will be charged separately to the hirer.
- 3.4 The hirer shall consult with CTICC in relation to any services required in respect of the event and the estimated costs thereof at least 3 (three) months prior to the commencement of the hire period unless the CTICC determines otherwise.
- 3.5 Electricity usage in the Exhibition Halls, Ballroom and Auditoria will be metered and the hirer shall be charged for consumption costs exceeding R100.00 (One Hundred Rand) for the hire period.

4. EQUIPMENT AND SERVICES

- 4.1 The hirer shall specify in the client function sheet such equipment, catering or other services that are required for the event and shall supply CTICC with all necessary details to enable CTICC to supply such equipment and services.
- 4.2 Any changes to the details mentioned in clause 4.1 shall only be binding if made in writing and signed by CTICC and CTICC shall be entitled to revise its charges should any additional charges be occasioned by such changes.

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5. PAYMENT

- 5.1 Unless otherwise agreed in writing between the CTICC and the hirer, the hirer shall make all payments in terms of the agreement to CTICC on the dates contemplated in clause 5.3. All amounts due and not received by CTICC timeously shall bear interest at the prime rate. All payments made by the hirer are non-refundable as provided for in clauses 5.6 and 17.
- 5.2 All amounts owing to CTICC in terms of the contract of hire shall be paid to CTICC in the manner and at the place stipulated by CTICC from time to time together with VAT thereon. Unless otherwise stated, all amounts indicated in the contract of hire are indicated exclusive of VAT. The CTICC shall not accept manual credit card transactions as a method of payment.
- 5.3 Unless otherwise stated in the confirmation of hire or any other written variation of the contract of hire, the following payments shall be made in respect of the hire charge and the additional charges on or before the following dates:
- 5.3.1 10% of the hire charge within 1 week of receipt of an invoice from CTICC;**
- 5.3.2 45% of the total charges by no later than 3 months before the commencement of the hire period; and**
- 5.3.3 the balance of the total charges by no later than 2 months before the commencement of the hire period.**
- 5.4 In the event that the provisions of clause 5.3 cannot be applied, the payment of all relevant amounts shall be as provided for in the confirmation of hire and the total charges shall be paid by no later than 14 days before the commencement of the hire period unless otherwise stated and stipulated on the invoice sent.
- 5.5 Notwithstanding clause 5.3, if the total charge is less than R5,000.00, excluding VAT, the total charge together with all other charges shall be paid at least 10 days before the commencement of the hire period.
- 5.6 CTICC shall in its sole discretion and to the extent possible, be entitled to apply the amount referred to in clause 5.3 to satisfy any amounts due to CTICC by the hirer in terms of the agreement or otherwise. CTICC shall refund any surplus to the hirer as soon as it is satisfied that the hirer has fulfilled all its obligations and commitments to CTICC. If the actual amount owing by the hirer to CTICC in respect of the additional charges or otherwise incurred on behalf of the hirer in terms hereof exceeds the amount held by CTICC in terms of 5.3 and 5.4, CTICC will send the hirer a supplementary invoice for the balance owing which amount shall be payable on demand.
- 5.7 Should the hirer fail to make any payment due to CTICC on or before the dates contemplated herein or in the confirmation of hire, CTICC shall be entitled without prejudice to any of its other rights or remedies in law or in terms hereof, without any further notice of default:
- 5.7.1 to cancel the agreement and to retain as pre-estimated damages any payments already made by the hirer to CTICC, without prejudice to CTICC's right to claim any additional damages where appropriate; and
- 5.7.2 to appoint a third party to recover any monies owed by the hirer to CTICC, and the hirer shall be liable for all such costs incurred by CTICC and/or levied or charged by the third party including any extra-judicial costs, legal fees and costs (including collection commission) on the scale of attorney and own client.
- 5.8 Subject to clause 17, the total charges shall be due and payable by the hirer notwithstanding that the hirer may not, for whatever reason make use of the hired area or any part thereof.

6. NOTIFICATION OF ATTENDANCE NUMBERS

- 6.1 If CTICC has been contracted to provide catering at any event, the hirer shall inform CTICC, by no later than 30 days prior to the commencement date, of the approximate number of attendees expected at the event ("initial number"), and the hirer shall inform CTICC of the final number of attendees by no later than 7 days prior to the commencement date unless otherwise agreed in writing.
- 6.2 If the final number of attendees is below 90% of the initial number of attendees put forward by the hirer, the hirer shall pay to CTICC 90% of the charges agreed and calculated on the initial number of attendees.

- 6.3 CTICC shall also have discretion to change the hired area in consultation with the hirer once CTICC receives the initial number of attendees.
- 6.4 If the actual number of attendees exceeds the final number of attendees put forward by the hirer, the hirer shall pay to CTICC all additional charges as determined by CTICC for such attendees including an additional handling fee of 20% in respect of these additional charges.

7. FITTING OUT AND VACATING

- 7.1 The fitting out and vacating of the hired area shall only be done with the prior written approval of and in accordance with any written instructions and directions of CTICC. CTICC shall give the hirer written instructions and directions on fitting out and vacating the hired area and the hirer shall be bound to adhere to such written instructions and directions.
- 7.2 Unless the prior written approval of CTICC has been obtained, no alterations shall be effected to the hired area, nor shall the hirer affix anything, cut, break open, drill or drive nails into floors, walls, ceilings, pillars, partitions, windows and other structures or fixtures in and around the convention centre.
- 7.3 Any and all work required to be carried out in the hired area for the temporary connection of inter alia, electricity, compressed air, water, drainage, gas, waste gas removal and for temporary connection to the central aerial system shall be undertaken exclusively by contractors or workmen designated by CTICC. The hirer shall, in the first instance, be liable for all costs incurred pursuant to the foregoing, notwithstanding that the work may have been carried out for the benefit of or on behalf of any sub-hirer or participant.
- 7.4 All main power installations from source to outlet shall only be carried out by an accredited electrician who has the authority to issue a certificate of compliance on completion of the electrical installation.
- 7.5 At the end of the hire period, the hirer shall vacate and deliver the hired area in the same good condition as it was made available to the hirer.
- 7.6 CTICC shall be entitled, at all times, without prejudice to its rights in law to repair, at the sole expense of the hirer, anything installed, damaged, removed or altered in contravention of the provisions of the agreement without being obliged to give the hirer an opportunity to remedy as time is of the essence in completing same.
- 7.7 If the hirer fails to vacate and deliver the hired area on the date designated for vacation or delivery or if delivery or vacation is not made to the satisfaction of CTICC, CTICC shall be entitled to take any and all remedial steps necessary and all costs incurred, including legal costs on an attorney and client scale will be for the account of the hirer.
- 7.8 Should repairs be necessary, these must be completed within one day of the end of the event at the cost of the hirer by contractors approved by CTICC. Failure to do so may result in the damage being repaired by CTICC at the cost of the hirer. Repairs impacting on the availability of the venue may result in additional charges to the hirer.
- 7.9 If the hirer or its employees, subcontractors or agents fail to vacate the hired area by the time specified in the confirmation of hire, CTICC shall be entitled:
- 7.9.1 to impose a charge for the labour, facilities or services additional to that covered by the hire charge or charges set out in the schedules to the contract of hire, which additional charge shall be based on the agreed rate between CTICC and the hirer for the actual time booked by the hirer; and
- 7.9.2 to recover any damages from the hirer that CTICC may suffer as a consequence of the hirer's failure to vacate.
- 7.10 CTICC accepts no responsibility for the safekeeping of any property left in the convention centre at the expiry of the hire period. The hirer will check and ensure that none of its property is left in any of the venues at the expiry of the hire period and advise CTICC in writing within six hours after the expiry of the hire period of any items left in the hired area.
- 7.11 If CTICC collects or stores any property it accepts no liability for safekeeping thereof, it being at the risk of the hirer and the hirer shall be liable to pay CTICC's reasonable charges for removing and/or storing such property.

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8. RULES AND REGULATIONS

- 8.1 The hirer shall observe all laws and regulations laid down by the City of Cape Town or provincial authorities, the fire department and/or other national or local laws or regulations which may apply to the staging of the event. As soon as reasonably possible after the agreement has been concluded but prior to the commencement date, the hirer shall consult with CTICC in respect of the intended layout of the hired area, so that any changes to the layout required by the fire department and/or other local, provincial or national authorities and/or required to ensure the optimal and efficient operation of the convention centre, can be made prior to the commencement of the hire period.
- 8.2 During the hire period CTICC shall arrange for any first aid post(s) to be manned, provided that the costs incurred in respect thereof shall, unless otherwise agreed in writing, be payable by the hirer.
- 8.3 The hirer shall ensure that the hired area and other area(s) and sites or facilities made available for the event are kept safe, clean and tidy at all times during the hire period. All the hirer's requirements in respect of inter alia, heating, ventilation and lighting shall be communicated to and agreed to by CTICC in sufficient time prior to the commencement of the hire period. CTICC reserves the right at all times to depart from the hirer's aforesaid requirements if and insofar as CTICC deems this necessary in its sole discretion or if such departures are in the interests of participants, and/or visitors to the event or the convention centre.
- 8.4 CTICC, in consultation with the hirer, shall arrange for the entrances to the hired area to be guarded during the hire period at the cost of the hirer.
- 8.5 All equipment and machinery of the CTICC shall be operated only by or under the supervision of CTICC staff. CTICC shall under no circumstances be liable for any technical or mechanical defects in any equipment or machinery provided by CTICC. The hirer shall not be entitled, without the prior written approval of CTICC, to use any sound amplification equipment other than that provided by CTICC.
- 8.6 Unless the prior written consent of CTICC has been obtained and with the exception of exhibitions, the rates and amounts the hirer charges third parties or participants for the hired area and/or for the associated facilities may not exceed those published in CTICC's hire price list from time to time.
- 8.7 CTICC shall be entitled at all times to give the hirer mandatory written instructions or directions regarding work to be carried out in or at the hired area relating to the use thereof and the hirer shall be obliged to adhere to such instructions or directions.
- 8.8 The hirer shall ensure that no noxious, flammable, explosive or other hazardous substances, gases and dangerous materials (including chemical pesticides and insecticides), malodorous substances or radioactive materials are located in or around the hired area or the convention centre at any time prior to, during or after the hire period, unless the prior written consent of CTICC has been obtained. Should the insurance premiums be increased due to such products these additional insurance charges shall be for the account of the hirer.
- 8.9 The hirer shall not suspend any object from any ceiling, roof or other areas of the convention centre without CTICC's prior written approval.
- 8.10 The hirer shall not connect any computer hardware or software to the convention centre's network without the prior written approval of CTICC and any such equipment shall be subject to viral screening.
- 8.11 The hirer shall ensure that the number of persons admitted to the hired area does not exceed the maximum capacity stipulated by the Safety and Security department of the CTICC.
- 8.12 The hirer is required to ensure the safe working practice of all their contractors in that it shall:
- 8.12.1 provide an electrical certificate of compliance issued by an authorized electrician for every temporary electrical installation;
- 8.12.2 provide a certificate confirming all draping is fireproof or treated to provide similar fire retardancy;
- 8.12.3 provide structural or other certificates confirming safe design and usage for ramps, stages, lighting, audio visual rigging etc.;

- 8.12.4 provide additional safety signage as and when required; and
- 8.12.5 ensure no emergency exits, equipment or signage is covered, obstructed or interfered with in any way.
- 8.13 No animals are permitted in the convention centre or surrounds without the prior written approval of CTICC.
- 8.14 The hirer shall comply with all regulations with particular reference to those set out in the client manual which it shall read and adhere to prior to the commencement date.

9. NON-EXCLUSIVE ADVERTISING

Advertising in, at, on or around the convention centre must take place in consultation with and subject to the written approval of CTICC and the relevant authorities. The hirer shall not, without the prior written consent of CTICC, fit out stands, advertise or undertake any other form of promotional activity in the hired area or anywhere else in and around the convention centre. If the hirer wishes to advertise the event in the print media or on radio, television, internet or any other public media it must submit the graphics and text of these advertisements to CTICC for its approval at least 14 days prior to publication or broadcast. All advertising, demonstrations and operations by the hirer must be conducted in a manner complying and respecting the rights of other hirers in the convention centre. No hirer will be permitted to interfere with the use of other exhibits in the convention centre or impede access to them. CTICC reserves the right, in its sole discretion, to limit and/or restrict any operation which, for any reason, might be considered objectionable to it or other hirers, without CTICC being liable to pay any refund. The hirer shall not have any exclusive rights in respect of branding and advertising nor may the hirer offer its clients or allow any third parties exclusivity with regards to branding and advertising in or around the hired area.

10. LIABILITY

- 10.1 CTICC, its officers, employees, agents and/or contractors, will not be responsible for any injury, loss, damage or costs of any nature whatsoever (including but not limited to the costs of legal action) suffered by the hirer arising out of any cause whatsoever, save where such injury, loss, damage or costs arises out of the gross negligence or wilful default of CTICC.
- 10.2 CTICC shall not be liable for the acts or omissions of any third-party contractor contracted for the hirer at the hirer's request and on behalf of the hirer, including but not limited to entertainers.
- 10.3 CTICC shall not be responsible for the safekeeping, storage, use or otherwise of any property brought into the convention centre. Property belonging to the hirer or third parties shall be brought into and removed from the convention centre at own risk and the hirer indemnifies CTICC and holds it harmless against any and all claims, losses or damages that may be suffered by any person in relation hereto. Such property will not be insured by CTICC.
- 10.4 The hirer shall always remain liable to CTICC for the payment of any and all outstanding costs and charges incurred in respect of or attributable to any sub-hirer or participant, notwithstanding the manner in which payment is made. In addition, the hirer shall be liable for all penalties, losses or damages charged, levied or claimed by any authority, service provider or third party in respect of or attributable to any or all of the sub-hirers or participants, which amounts shall be paid by the hirer to CTICC on demand.
- 10.5 The hirer acknowledges that given the layout of the convention centre and exhibition areas, it is not possible for CTICC to provide adequate security to protect the hirer's merchandise and other property.
- 10.6 The hirer assumes all risk of loss of its merchandise, fixtures, displays and any other property located in the convention centre including the exhibition area, storage or any other area where access has been provided to the hirer and where such loss results from theft, vandalism and/or any other damage caused by any agent, employee or any other person at the convention centre. Furthermore, the hirer acknowledges that security personnel are provided by CTICC as a service and that CTICC makes no representations regarding the adequacy of such security measures. CTICC recommends that

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the hirer consults its own insurance representatives to obtain appropriate insurance cover for the assets.

- 10.7 The hirer shall be responsible for any damage of whatsoever nature caused to the hired area and any areas made available to the hirer during the hire period, or damage to or loss of any fixtures, furnishings, utensils and equipment therein or to any other property of the convention centre, by any act, default or neglect of the hirer or of any servant, guest, agent or subcontractor of the hirer, and the hirer shall pay to CTICC, on demand, the amount required to make good or remedy such damage or loss.

11. INDEMNITY AGAINST CLAIMS BY THIRD PARTIES

The hirer hereby declares and warrants in favour of CTICC that the conclusion of the agreement and the resulting work to be carried out by or on behalf of CTICC does not infringe the rights of third parties. The hirer hereby indemnifies CTICC and holds it harmless against any and all claims and costs that may be made against the CTICC by any third party whomsoever (including, without limiting the generality of the foregoing) arising out of or in connection with the event, except to the extent that such claims and costs are caused by the gross negligence or wilful default of the CTICC. For the avoidance of doubt, such indemnification includes any and all claims which may be made against the CTICC as a result of a third party contracting a communicable disease.

12. INSURANCE

- 12.1 The hirer shall be obliged to take-out third-party insurance to cover the event for public liability to a minimum of R10 million, or such other amount as may be determined by CTICC from time to time, for any one occurrence which policy must note the interests of CTICC.
- 12.2 The hirer shall provide a letter confirming such coverage and details of the insurance from the relevant insurer to CTICC at least 30 days prior to the commencement date. If this is not received within 14 days of the commencement date then, CTICC will be entitled, but not obliged, to take out the necessary insurance cover and shall charge the hirer the premiums for such cover.

13. AUTHORITIES, PERMISSIONS AND LICENCES

- 13.1 The hirer shall solely be responsible for and confirms and warrants that it is and will, at all relevant times be, in possession of all necessary authorities' permissions and licences for all aspects of the event, the fitting-out of the hired area and any activities connected with the event.
- 13.2 The hirer specifically acknowledges that it has read and understands the relevant statutory and municipal requirements for events as listed in the Large Event Regulations Guide, a copy of which is available from CTICC upon request and will obtain all necessary certificates.

14. VIS MAJOR

- 14.1 The parties may postpone, subject to agreement on a suitable date, or cancel any bookings and terminate the agreement, in the event of any acts of vis major arising including but not limited to fire, shortage of labour, strikes, lockouts, industrial unrest, restrictions, acts of terrorism, acts of God, pandemic or epidemic as declared by South African Government or any other circumstances beyond the control of the parties, which shall prevent the parties from performing their obligations in terms of this agreement.
- 14.2 In the event of the agreement being terminated in the circumstances set forth in clause 14.1, CTICC shall repay the hirer all the amounts paid under the agreement, subject to the deduction of an amount equal to the sum of the charges incurred by CTICC up to the date of termination including pre-paid costs, and that part of the hire charge attributable to the part of the hire period that has lapsed prior to such termination.
- 14.3 Should the venue be damaged, but nevertheless remain substantially useable in the sole discretion of CTICC, then the agreement shall not terminate, but the hirer shall be entitled to a refund pro rata, of the consideration paid, having regard to the extent to which the hirer is deprived of full beneficial use and enjoyment of the hired area.

- 14.4 Should a dispute arise between the parties regarding the materiality of the damage to the venue referred to in clause 14.3 above, the dispute shall be referred to an independent architect to be appointed by CTICC within 24 hours of such dispute arising (as time is of the essence) with no less than 10 years' experience for adjudication. The architect's decision shall be binding and final.

- 14.5 Although CTICC recognises all relevant labour legislation, it is not responsible for any industrial action that may impact on an event. Should the hired area consist of an outdoor area/facility, CTICC shall have discretion to change such area/facility in consultation with the hirer should there be any concerns regarding weather conditions. Should no alternative areas/facilities be available, clause 14.3 shall apply mutatis mutandis.

15. EXCLUSIVE SERVICES

15.1 CATERING

- 15.1.1 Unless otherwise agreed in writing between the parties, CTICC and/or its designate has exclusive right and responsibility for all catering within the convention centre.
- 15.1.2 The hirer, the sub-hirers, and exhibitors shall not be entitled to sell or arrange or procure the sale or dissemination of food, refreshments and/or beverages, unless authorised in writing by CTICC on such terms may be stipulated by CTICC.
- 15.1.3 Food and/or refreshments required for purposes of the event shall be supplied exclusively by CTICC and/or an entity nominated by CTICC. The hirer shall not purchase any food or refreshments from third parties, unless the prior written consent of CTICC has been obtained and on such terms as may be stipulated by CTICC.
- A Certificate of Acceptability for food services issued by the Department of Health must be produced and handed to the CTICC prior to the commencement date of the event.
- 15.1.4 CTICC reserves the right to leverage a 30% service or corkage charge on the selling price of all food and beverage products and any food and beverages items brought into the convention centre with the prior written consent of CTICC, the determination of which shall be entirely at CTICC's discretion.
- 15.1.5 CTICC shall not be obliged to provide public catering services or to continue the provision of public catering services should CTICC determine that the attendance numbers at an event do not warrant such service or the continuation of such service.
- 15.1.6 Any food and beverage order arriving on-site without the required authorisation or payment will be removed and stored by CTICC (at the cost of the hirer).
- 15.1.7 The hirer may request approval to showcase and offer tasters to visitors. Such requests may be charged a standard plateage fee. Full payment of plateage charged is required prior to the food (whether it be pre-made or raw ingredients) arriving on-site. Should this rule be disregarded authorisation to showcase such dishes may be retracted.

15.2 ELECTRONIC COMMUNICATION SERVICES

- 15.2.1 Unless otherwise agreed in writing between the parties, CTICC and/or its designate has exclusive right and responsibility for the provision of electronic communication services (including Wi-Fi and any other form of electronic communication service or access) within the convention centre.
- 15.2.2 The hirer shall not be entitled to introduce, provide or arrange electronic communication services or access, unless authorised in writing by CTICC on such terms as may be stipulated by CTICC.
- 15.2.3 The hirer shall not purchase any electronic communication services, from third parties, unless the prior written consent of CTICC has been obtained and on such terms as may be stipulated by CTICC and until the required licences have been submitted to CTICC.

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15.3 CLEANING SERVICES

- 15.3.1 Unless otherwise agreed in writing between the parties, CTICC and/or its designate has exclusive right and responsibility for the provision of cleaning services within the convention centre.
- 15.3.2 The hirer shall not be entitled to introduce, provide or arrange cleaning services or access, unless authorised in writing by CTICC and on such terms as may be stipulated by CTICC.
- 15.3.3 CTICC has the right to set mandatory minimum standards regarding the number of cleaning and security staff to be utilised at an event.

15.4 PLUMBING SERVICES

- 15.4.1 Unless otherwise agreed in writing between the parties, CTICC and/or its designate has exclusive right and responsibility for the plumbing services within the convention centre.
- 15.4.2 The hirer shall not be entitled to introduce, provide or arrange plumbing services or access, unless authorised in writing by CTICC and on such terms as may be stipulated by CTICC.

15.5 WASTE REMOVAL SERVICES

- 15.5.1 Unless otherwise agreed in writing between the parties, CTICC and/or its designate has exclusive right and responsibility for the provision of waste removal services within the convention centre.
- 15.5.2 The hirer shall not be entitled to introduce, provide or arrange waste removal services or access, unless authorised in writing by CTICC and on such terms as may be stipulated by CTICC.
- 15.5.3 CTICC has the right to set mandatory minimum standards regarding the number of skips required for an event.

16. SUPPLEMENTARY PROVISIONS

- 16.1 CTICC staff representatives and agents shall at all times have free and unfettered access to the hired area upon presentation of their CTICC identity cards or tags or upon presentation of a written authorisation signed by any manager or director of CTICC. The cloakrooms and ablution facilities in the convention centre and in the areas and garages adjacent to the convention centre shall be operated and maintained at the expense of CTICC.
- 16.2 The hirer shall not under any circumstance give, pledge or promise any staff employed or engaged by CTICC gratuities, gifts, donations or remuneration of any kind.
- 16.3 The hirer shall notify CTICC at least 14 days prior to the beginning of the hire period of the expected visit of any special guests or VIP's such as members of parliament or state dignitaries, celebrities, royalty and other dignitaries unless otherwise agreed in writing by CTICC. The hirer, with the prior authorisation and agreement of CTICC, shall be solely responsible for ensuring all additional and necessary security measures required in addition to the basic security measures referred to in clause 8.4. The hirer shall ensure that all guests or visitors are properly received at all times.

17. BREACH AND TERMINATION

- 17.1 Subject to the other provisions of the agreement, in the event that:
- 17.1.1 the hirer fails to pay, or guarantee, any amount payable to CTICC on or before the dates contemplated herein or in the confirmation of hire, or fails to comply, despite written demand, with one or more provisions of the agreement all of which are regarded as material;
- 17.1.2 the hirer is placed into liquidation, is sequestered (whether provisionally or finally) or placed under business rescue;
- 17.1.3 the hirer's goods or property are attached or removed under judicial process; or
- 17.1.4 the hirer commits or causes or allows any breaches or any impending breach of the peace; then CTICC shall, without prejudice to its rights at law or in terms hereof, be entitled to terminate the agreement and retain any and all amounts paid to CTICC as pre-estimated liquidated damages.

- 17.2 Should the hirer fail to remedy any breach capable of being remedied within 5 days of written demand, and without any further notice to the hirer and without recourse to the courts and without thereby waiving its right to hold the hirer liable for any loss or damages suffered and/or to demand specific performance or further compliance with terms of the agreement, then CTICC shall be entitled to terminate this agreement.
- 17.3 Notwithstanding the provisions of clause 17.1 above and without prejudice to CTICC's rights in terms thereof, in law or otherwise as provided for herein, if written notice of cancellation of any or all parts of the hired area in the convention centre, is received by CTICC from the hirer and such cancellation is accepted by CTICC, then, the hirer shall be liable to pay CTICC as indicated below: –

17.3.1 Exhibition halls

- **50% (fifty percent)** of the total charges shall remain payable if written notice of cancellation is received between 720 (seven hundred and twenty) and 360 (three hundred and sixty) days before the commencement of the hire period;
- **100% (one hundred percent)** of the total charges shall remain payable if written notice of cancellation is received less than 360 (three hundred and sixty) days before the commencement of the hire period;

17.3.2 Meeting Rooms and Other Spaces

- **10% (ten percent)** of the total charges shall remain payable if the notice is received 180 days or more before the commencement of the hire period;
- **25% (twenty-five percent)** of the total charges shall be payable if the notice is received between 121 days and 180 days prior to the commencement of the hire period;
- **50% (fifty percent)** of the total charges shall be payable if the notice is received between 61 and 120 days prior to the commencement of the hire period;
- **75% (seventy-five percent)** of the total charges shall be payable if the notice is received between 31 and 60 days prior to the commencement of the hire period;
- **100% (one hundred percent)** of the total charges shall be payable if the notice is received 30 days or less prior to the commencement of the hire period;

- 17.4 CTICC may, in its sole and absolute discretion, refund a portion of the charges paid by the hirer in terms of clause 17.3 if the hired area is re-let for the date, duration and value for which it was originally reserved.
- 17.5 The hirer shall be liable and hereby agrees to pay to CTICC or its legal representatives on demand all tracing fees, legal costs on an attorney and own client scale and collection commissions payable by CTICC in respect of any action or proceedings which may be instituted against the hirer in terms of or arising out of this agreement including payment of any amounts due to CTICC.

18. CONSENT TO PUBLICATION

The hirer hereby consents to the publication of the event in exhibition and/or congress agendas or publicity material produced by or on behalf of CTICC from time to time unless the hirer objects thereto in writing prior to the relevant publication.

19. JOINT AND SEVERAL LIABILITY

- 19.1 If the hirer is made up of more than one person/entity, those persons/entities will be jointly and severally liable to CTICC in terms of the agreement.
- 19.2 It is the hirer's responsibility to ensure all parties referred to in clause 19.1 are familiar with and comply with the information contained in the agreement. They shall be responsible for ensuring that they, or any of their appointed agents, do not contravene any of the terms and conditions of contract of hire.

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CTICC

GENERAL CONDITIONS OF HIRE OF THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE (RF) SOC LTD ("CTICC")

20. DATA PROTECTION

- 20.1 CTICC will only collect personal information of the hirer consistent with the purpose for which it is required. The specific purpose for which the information is collected will be apparent from the context in which the information is requested.
- 20.2 The nature of the personal information which will be collected relates to contact details (such as name, address, telephone number and e-mail address), company registration details and VAT registration numbers.
- 20.3 In providing the personal information to CTICC, the hirer acknowledges that the information has been collected directly from it and that it has consented to its processing by CTICC and that it has no objection for that information to be supplied to 3rd party service providers of the CTICC which will only be so supplied if reasonably required by the 3rd party service providers in the provision of such services. Where the hirer is providing another person's personal information to CTICC, the hirer acknowledges and warrants that it has obtained such person's consent to the processing of their personal information for the purposes of CTICC providing the relevant services as set out in the agreement.
- 20.4 Provision of personal information to CTICC is voluntary, however, in the event that the requested information is not provided, CTICC may be precluded from providing the services.
- 20.5 The personal information shall only be used for the purpose for which it was collected, unless the hirer has agreed to an alternative purpose in writing or as allowed by any applicable law. CTICC will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed. CTICC will take such steps as may be required to ensure that it complies with any law in respect of transfer, storage, security, use and disposal of the personal information.
- 20.6 The hirer may contact CTICC at any time to review, update or correct personal information stored by the CTICC in terms of this clause.

21. JURISDICTION

The law of the Republic of South Africa shall apply to this agreement and any other agreements concluded between the parties pursuant hereto and to the resulting legal relationship. Without limiting CTICC's right to proceed in any Magistrates' Court having jurisdiction, the parties hereby submit to the jurisdiction of the Western Cape High Court, Cape Town, in respect of any disputes which may arise between the parties.

22. VARIATION

No addition to or variation, consensual cancellation or novation of the agreement and no waiver of any right arising from the agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by CTICC and by or on behalf of the hirer.

23. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by CTICC to the hirer in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from the agreement, and no single or partial exercise of any right by any party under the agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from the agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

24. SEVERABILITY

Save to the extent contemplated herein, the parties hereto acknowledge and agree that each phrase, sentence, paragraph and clause of the agreement is severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped automatically and if in terms of any judgment or order, any phrase, sentence, paragraph or clause is found

to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless continue to be of full force and effect.

25. NOTICES AND DOMICILIA

- 25.1 Any notice pursuant hereto may be served personally or sent by facsimile or e-mail to the addresses stipulated on the confirmation of hire.
- 25.2 Such notice shall be deemed to have been duly given:
- 25.2.1 on delivery, if delivered personally or by courier to the parties' physical address;
- 25.2.2 on the date of transmission, if sent to the parties' facsimile number or e-mail.
- 25.3 Notwithstanding anything to the contrary contained or implied in the agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile or email shall be adequate written notice or communication to such party.

26. WHOLE AGREEMENT

The agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out therein are binding on the parties.

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