

GUGULETHU SQUARE EXHIBITION APPLICATION FORM, CONTRACT FEE STRUCTURE, RULES & REGULATIONS

EXHIBITIONS APPLICATION FORM:

Name of Exhibition			
Dates Requested	From:	To:	
Court Space Required (Please ✓ Appropriate box)			
Shoprite Main Mall		Area size required:	____ X ____ = ____m ²
Spar (Banking Area)		Area size required:	only 1m ² is available (just one table)
Spur Outside Parking		Amount of Bays Required:	_____ Bays

FEES – (10% on total discount for a booking of 7 days or more)

Name of Area	Cost per Area inclusive Vat	How much space required	How many days	Total Cost inclusive Vat
Shoprite Main Mall	R 251 per m ²			
Spar (Banking Area)	R 251 per m ²	Only 1m² available		
Spur Parking	R 314 per bay			
<u>Example</u>				
Shoprite Main Mall	R 251 per m²	10m²	2 days	R 251 x 10m² x 2 days = R 5 020.00
Spar (Banking Area)	R 251 per m²	1m²	2 days	R 251 x 1m² x 2 days = R 502.00
Spur Parking	R 314 per bay	10 bays	2 days	R 314 x 10 bays x 2 days = R 6280.00

CONTACT DETAILS:

Name of Company	
Trading As	
Company Address	
Vat Number	
Contact Person	
Mobile Number	
Telephone Number	
Fax Number	
Email Address	

EXHIBITION DETAILS:

What are the service / product to be exhibited?	
Please attach a photo of the stand as well as a description.	
What promotional materials will you be using in conjunction with your exhibition? I.e. banners pamphlets.	
How many people will manage the stand, and will they be branded?	

There is a height restriction of 1.5 m.

Once we've received your fully and accurately completed Exhibitions Contact Summary we will send through the Gugulethu Square Exhibitions Contract with the Rules & Regulations containing further specifications, as well as a Pro Forma Invoice. (Please note that the Gugulethu Square owners require a 25 % deposit / cancellation fee in order to secure your booking, with the remaining 75 % payable at least one week prior to the exhibition.)

For more information, you are welcome to contact us on: **021 633 7742** or **021 928 4000**

NB: PLEASE NOTE ALL EXHIBITIONS ARE TO BE BOOKED FOR THE LATEST ONE WEEK IN ADVANCE!!!

Rules & Regulations:

1. **Centre promotions** enjoy preference, and should it be so required, other exhibitions and/or promotions will be re-scheduled.
2. **Tenant exhibitions** enjoy preference over exhibition by non-competitive outside companies. However, once an outside company's exhibition has been confirmed it will not be cancelled to accommodate a tenant.
3. The product/service to be exhibited may not at any time be in **direct competition** with any of the tenants' products/services in Gugulethu Square.
4. Promotions/Exhibitions in Gugulethu Square have to be professional, of world-class standard and add value to the Mall. No exhibition will be allowed that aims to only take advantage of the feet the Mall attracts. The primary objective of hosting independent exhibitions is adding value to visitors' shopping experience whilst in the Mall.
5. A **mandatory 25% securing deposit** will be charged and is immediately payable in order to secure a booking confirmation made months in advance. The balance of payment for exhibitions is payable at least one **week prior to the exhibition**, either as a direct deposit into the bank account as stipulated below.

Bank Details:

Name of Account: Hermans & Roman Property Solutions (Pty) Ltd – Trust Account

Account Number: 405 503 1183

Name of Bank: ABSA Bank Ltd

Branch: Tyger Valley, Bellville

Branch Code: 630 510

Deposit Reference: **Company Name & Invoice Number**

Payment may be made by cheque, but no cash will be accepted on site. If you pay electronically, please fax through the confirmation of payment to **086 519 3742** (Electronic transfers are only deemed confirmed when proof of payment is received.)

PLEASE NOTE:

A promotion/exhibition is only deemed confirmed upon receipt of the 25% securing deposit's payment, as well as the accurately and fully completed Personal Contact Summary, Exhibition & Indemnity Agreements has been signed off (and initialed on every page) by the Exhibitor.

6. Cancellation of bookings will result in the exhibitor paying a **cancellation fee of 25%** on the amount paid for the exhibition space, before the balance (if applicable) is refunded. (In this instance, the Exhibitor will have no claim for damages against Gugulethu Square or its marketing/management company/s.)
7. The in-centre areas all have a **height restriction** of 1,5m – unless otherwise pre-approved by Centre Management.
8. No exhibit may obscure a tenant's shop front from public view at any given time.
9. Distribution of **pamphlets and/or any other promotional material is not allowed** in the Mall (other than the designated exhibition space) or in the parking area.
10. **The fittings or finishes in the Mall** (for example pillars, pot plants, lamp posts, walls, shop fronts, water features, etc.) may not be used by exhibitors as display structures, or support. The use of screen boards (of maximum height as indicated in the defined exhibition floor plans) will be allowed for this purpose. The exhibitor may not remove any standing street furniture (for example dustbins or fixed benches).
11. In the case of **audio appliances** or equipment that causes auditory interference, exhibitors are to consider the interests of surrounding tenants and the public, i.e. volume levels are to be kept within reasonable limits. These limits are set by Centre Management who reserves the right to restrict or prevent audio broadcasting if considered necessary. Should the exhibitor be called upon to effect certain improvements, but refuse to do so, the exhibition will be cancelled.
12. All **exhibition areas should be set up** by 08:00 Monday-Sunday. All stands should be operational by 09:00.
13. All exhibits have to be **manned during the Gugulethu Square's trading hours**.
14. **No smoking or eating** is allowed in the display areas.
15. All **exhibition areas are to be cleared** on the last day (Monday) of exhibiting by **18:00**. Failure to do so will result in a penalty fee of R1, 000 per court (if applicable) per day.

Please note that Centre Management reserves the right to remove any exhibition materials from the exhibitions courts not vacated within the set time frames and will not be held liable for any damages or loss resulting from the said removal.

16. All **storage or packing** material (for example cardboard boxes) has to be removed from the exhibition site, or fully concealed from view. Please note that Gugulethu Square does not have storage facilities available in which to accommodate exhibitors.
17. All exhibitions must comply with Municipal safety regulations and bylaws, as well as those that may be required by Centre Management. All claims by the public for loss or injury will have to be borne by the exhibitor. Gugulethu Square, its owners, management agents, employees, shall not be held liable for any damages sustained by the exhibitor whatsoever.
In particular, no claim for public liability, losses or damages will be entertained. The exhibitors will be obliged to place into effect Public Liability Insurance.
18. Proposals detailing the floor plans, décor and displays have to be submitted to Gugulethu Square Centre Management before final confirmation of the exhibit.
19. When a **vehicle** is required to be part of an exhibition, the exhibitor should organize both access in and out of the Mall – **through entrance 1 & 3 only!** - With the Centre Management a week prior to the exhibition.
20. **No surveys** may be conducted inside or outside the centre without prior arrangement with Centre Management.
21. All exhibitions must be accompanied by **printed or professional quality signage** presented on a stand. (No double sided tape and stickers are to be used. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.)
22. The signage should be done in such a way that there is no doubt as to the current exhibitor's identity, or in the case of a tenant exhibition, where the shop is situated in the Mall and what products/services it has to offer. (Signage and stand is subject to management approval.)
23. All tables used during exhibitions must be covered with **neat and tidy tablecloths** which must reach floor level. Collapsible tables are to be used exclusively and are to be removed from the exhibition site overnight.
24. Electric power points are available in most of the exhibition areas. However, none of the cabling used by the exhibitor may be hazardous - or in any way exposed to the public. (In cases where tape is used to cover electrical chords, please ensure that when leaving the exhibition, all of the tape is removed from the surface area used.)
25. **PLEASE NOTE: All exhibitors must supply their own exhibition material, for example tables, tablecloths, chairs, screen boards etc.**
26. Please ensure that your whole display area is **kept clean and tidy** for the duration of your stay at the Mall – especially carpeted areas have to be vacuumed or swept daily.
27. All exhibitions are subject to spot checks and inspections by Centre Management.

28. Although the Gugulethu Square has an on-site security company patrolling the centre, it cannot be held liable for any loss or damage experienced during any of the exhibitions. Should you have **special security requirements** during the duration of your display, please make alternative arrangements.
29. Exhibitors will be held liable for any **damages to the building** arising from the exhibit.
30. The landlord (or his official representatives) **reserves the right to cancel**, or relocate, any exhibition and may ask any exhibitor to change or remove any exhibition material.
31. Please ensure that staff and/or contractors are thoroughly familiar with the Gugulethu Square Exhibitions Rules & Regulations.
32. Please take note that this letter serves as a provisional confirmation of your exhibit. Please sign off in the space indicated, initial every page, make the 25% deposit payment or full payment and fax all the documentation to **086 542 7442** as final confirmation.
33. No amendments, variations or consensual cancellation of this agreement, or of this clause, will be valid unless reduced to writing and signed by the parties hereto. In particular, no representations of whatsoever nature has been made to either party to this agreement - save for what is contained herein. And no waiver on the part of you will prejudice Gugulethu Square rights in any fashion whatsoever.
34. In the event of any breach of this agreement by the exhibitor, Gugulethu Square shall be entitled in its sole discretion to terminate this agreement fore with, in which event all monies paid by the exhibitor will be forfeited as "roukoop" to Gugulethu Square.
35. Exhibitors are urged to keep a copy of the invoice or proof of payment with them in order to produce on request of the Centre Management.
36. Management **reserves the right of admission**.

Please contact the Centre Management on **021 633 7742**, before erecting your display.

I hereby acknowledge the above and agree to abide to the Gugulethu Square Provisional Exhibition Rules &

Regulations on behalf of _____ (exhibitor's name).

Full Name in Print

Signature

Capacity

Date

Please complete the abovementioned, initial each page and fax back all of the signed and completed pages – along with proof of payment – to 086 542 7442.