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## TERMS AND CONDITIONS

In the context of this Expo, the following terms and definitions apply.

### 1. DEFINITIONS

1.1 "MKTE" means Magical Kenya Travel Expo. "

1.2 "EXHIBITOR" means each company that has contracted to and Magical Kenya Travel Expo for participation in an event or exhibition

1.3 "PRODUCT" means the declared merchandise, expertise and/or product range of the EXHIBITOR which it contracts to exhibits and/or promote.

1.4 "FACILITY" means the exhibition space allocated for the specific EVENT by Magical Kenya Travel Expo to and for the exclusive use by the EXHIBITOR in terms of the contract.

1.5 "CONTRACT" means the agreement concluded between Magical Kenya Travel Expo and the EXHIBITOR in terms of which the FACILITY is hired for the EVENT which is governed inter alia by the General Rules and Regulations for Exhibitors (the "RULES"), which RULES are obtainable on request of the EXHIBITOR and which will be sent to the EXHIBITOR with the CONTRACT and Tax Invoice.

1.6 "EVENT" means any event, exhibition or marketing platform that takes place at a future date.

1.7 Any reference in this Agreement to one of the three genders, or to either singular or plural number, shall in the appropriate context be deemed to refer to any other gender or number, as the context may require.

## **2. BASIC CONTRACT**

2.1 The inclusion of the RULES, as an integral part of the CONTRACT, constitutes a condition precedent to the CONTRACT becoming of force and effect between the parties to the CONTRACT.

2.2 The EXHIBITOR hereby unconditionally undertakes to procure that each and every one of its employees, agents, contractors, invitees or persons falling under its direct or indirect control while present upon its FACILITY or otherwise engaged by the EXHIBITOR upon an activity elsewhere upon the EXHIBITION CENTRE, shall unreservedly respect, comply with and fully adhere to the RULES. Any contravention of this undertaking, will constitute grounds for the immediate invoking of the breach provisions.

2.3 Neither the CONTRACT nor any right nor interest there under may be ceded nor assigned to any other party without the prior written consent of Magical Kenya Travel Expo having been first obtained, which consent may in fact in its sole discretion be unreasonably withheld. 2.4 An EXHIBITOR electing to cancel the CONTRACT prior to the commencement of the EVENT may in the discretion of Magical Kenya Travel Expo become entitled to a refund of any payments made upon the following basis:

2.4.1 Should notice of intended cancellation be received by Magical Kenya Travel Expo, the non-refundable deposit of the full contract price shall constitute an agreed liquidated damages amount which Magical Kenya Travel Expo shall be entitled to retain. The exhibitor shall forfeit the non-refundable deposit.

2.4.2 Should an EXHIBITOR seek to cancel the CONTRACT within four months or less prior to the EVENT, the EXHIBITOR will not become entitled to the refund of any monies, it being acknowledged that if Magical Kenya Travel Expo will not be able to mitigate its losses by way of obtaining any replacement Exhibitor for the FACILITY, the full contract value will consequently in such circumstances remain owing and payable by the EXHIBITOR to Magical Kenya Travel Expo.

2.5 Should Magical Kenya Travel Expo elect to cancel the contract prior to the commencement of the EVENT, Magical Kenya Travel Expo will not be liable for any individual accounts incurred by the EXHIBITOR.

2.6 This CONTRACT shall be governed by the laws of Kenya.

2.7 Whilst every effort will be made to meet the requirements of exhibitors, Magical Kenya Travel Expo reserves the right to make any alterations which may be considered necessary or to alter the positions of any of the facilities at any EVENT, or to take any other steps considered necessary in connection with an EVENT in which the exhibitor shall have no claim of whatsoever nature and kind arising from whatsoever cause against Magical Kenya Travel Expo.

### **3. RESERVATION OF CONTRACT BENEFITS**

3.1 Whilst the CONTRACT shall have become established as detailed in 2.1, all right and benefits flowing there from in favour of the EXHIBITOR shall remain suspended until the EXHIBITOR shall have fully paid the agreed contract price to Magical Kenya Travel Expo.

3.2 Payment by the EXHIBITOR of the specified deposit, will convert the allocation to a FACILITY pending the final payment of the outstanding contract price by the EXHIBITOR in terms of 3.1

3.3 The act of payment of the deposit in terms of 3.2 will, in the absence of submission of a written confirmation notice, be deemed to constitute a tacit confirmation thus giving rise to the final legal ratification for the establishment of the CONTRACT.

3.4 Until such time as the specified deposit shall have been paid in terms of 3.2, the allocation of the FACILITY space shall remain of a tentative nature and at all times free to be re-allocated by Magical Kenya Travel Expo to any alternate EXHIBITOR in its sole discretion and upon simple notice to that affect being given to the former EXHIBITOR.

3.5 Payment of the CONTRACT price shall be required to be affected by the EXHIBITOR in strict compliance with the invoice terms therefore issued by Magical Kenya Travel Expo.

3.6 A failure to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breach of the CONTRACT.

### **4. FORCE MAJEURE**

4.1 The parties are released from responsibility for partial or complete non-fulfillment of their liabilities under the present agreement, if this non-fulfillment was caused by the circumstances of Force Majeur, which take place after signing the present agreement. Each party should inform each other not later than Two(2) days after force-majeure circumstances occur.

4.2 Flood, earthquake, hurricane, other natural disaster, war, military actions of any kind, terrorist attack and other force-majeure circumstances if they affected directly the fulfillment of the present agreement are to be considered as Force Majeur.

## **5. BREACH**

5.1 In the EVENT of a breach by any party of any term or condition of this CONTRACT, the aggrieved party shall only be entitled to seek relief in terms hereof, after giving to the defaulting party written notice to remedy same within the following parameters:

5.1.1 Should the breach materialize within the period of three months prior to the commencement date of the Exhibition; 48 (forty eight) hours

5.1.2 Should the breach materialize during the Exhibition

5.2 By virtue of the inherent nature of the Exhibition, time as contemplated in 5.1 is acknowledged by all parties to be of the absolute essence.

5.3 Without prejudice to any other right whether under common law or in terms of the CONTRACT, the parties reserves the right to any other or additional claim or claims which the aggrieved party may have against the defaulting party in law, and in the EVENT of breach of any term or condition of the CONTRACT not being remedied, the aggrieved party shall have the right and option forthwith either to cancel the CONTRACT or to institute proceedings for specific performance against the party in breach and without any further notice, with or without any additional claim for damages arising from such breach.

5.4 All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.

5.5 The domicilium citandi et executandi shall be those addresses of the EXHIBITOR and Magical Kenya Travel Expo as recorded on the face hereof.

## **6. PAYMENT TERMS**

6.1 Full payment is required prior to the opening of the exhibition to avoid any disappointment and delay in issuing exhibitor access badges or allocation of services

6.2 Cheque payments will not be accepted. Please use alternative payment options, i.e. EFT or cash

6.3 All payments to be made directly to Magical Kenya Travel Expo as agreed. Please use your company name as your reference.