



015 265 1026 | info@mallofthenorth.co.za
 Cnr R81 & N1 Bypass, Bendor Ext 99, Polokwane, 0699
 Postnet Suite #502, Private Bag X9706, Polokwane, 0700

EXHIBITION COURT BOOKING APPLICATION FORM

Contact Details:

Name of company / exhibitor : _____

Registration number : _____

VAT number : _____

Contact person : _____

Designation : _____

Contact numbers: Tel / Cell: _____

Email: _____

Invoicing Details: (Please complete)

Invoice to be made out to : _____

Address for invoice purposes : _____

Person responsible for payment : _____

Designation : _____

Contact number : _____

Booking Details:

Court booked:
Promotion to be held from:
Promotion to be held until:
Number of days (exhibition period):
Exhibition fee:
Mall of the North representative:



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Description of your business/product to be exhibited:

4. Exhibition space and dates are booked and only confirmed on receipt of a 50% deposit.
5. Full payment must be done prior to the start date of the exhibition.
6. Method of payment: electronic fund transfer / direct deposit. Please email through proof of payment to pr@mallofthenorth.co.za.
7. The use of wooden flooring or carpets is compulsory in all exhibition areas at Mall of the North (wooden flooring cost is R1 200 excluding VAT).
8. Special arrangements (e.g. electricity):

9. **VERY IMPORTANT:** as per fire regulations from the Polokwane Fire Department at least one fire extinguisher must be present at each exhibition space.

The completion of this application form together with signature of the attached agreement and annexures thereto, without alteration, by the Exhibitor serves only as an application to lease exhibition space and remains subject to signature of the agreement by Centre Management on behalf of Mall of the North as envisaged in clause 5.1.33 of the Exhibition Agreement.

The completed and signed application form together with the initialed and signed Exhibition Agreement must be delivered to the offices of Centre Management by no later than 1 week. Once approved and signed (if at all) by Centre Management the Exhibitor will be advised accordingly.



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I hereby acknowledge and consent to the above and agree to abide to the Exhibition Agreement, Indemnity Agreement attached hereto, as well as the Court Booking Application Form.

Name of exhibitor in print

Signature

Capacity

The rest of the contract will include the following:

Please complete, initial each page and sign where indicated the:

- . **Court Booking Application Form**
- . **Exhibition Agreement**
- . **Indemnity Agreement**
- . **Resolution by the Exhibitor**



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EXHIBITION AGREEMENT

between

Resilient Properties (Pty) Ltd

(Registration number 2002/016890/07)

and

East & West Investments (PTY) Limited

(Registration number 1945/018444/07)

and

Changing Tides 91 (PTY) Limited

(Registration number 2001/012757/07)

t/a

MALL OF THE NORTH

Herein represented by Broll Property Management (Pty) Ltd

(Hereinafter referred to as "Mall of the North")

and

Identity/ Registration Number _____

Herein represented by _____ (duly authorized)

(Hereinafter referred to as "the Exhibitor")

at

Mall of the North



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EXHIBITION AGREEMENT

1. PARTIES

1.1 The Parties to this agreement are:

1.1.1 Resilient Properties (Pty) Ltd, East & West Investments (PTY) Limited and Changing Tides 91 (PTY) Limited, herein represented by its managing agent Broll Property Management (hereinafter referred to as "Mall of the North");

1.1.2 _____, Identity/Registration Number _____,
herein represented by _____ (duly authorized) of
_____ [insert physical address]
(hereinafter referred to as "the Exhibitor").

2. INTERPRETATION

2.1 The clause headings of this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

2.2 In this agreement, unless inconsistent with or otherwise indicated by the context -

2.2.1 "the/this agreement" means this Exhibition Agreement as recorded herein together with all annexures attached hereto and incorporated herein;

2.2.2 "the Court Booking Application Form" means the Court Booking Application Form as completed by the Exhibitor and submitted to the Mall of the North which forms part of this agreement;

2.2.3 "exhibition" or "promotion" or "display" means the exhibition or promotion of merchandise in the exhibition space by the Exhibitor;

2.2.4 "the exhibition fees" means the fees payable by the Exhibitor to Centre Management as set out in the Court Booking Application Form;



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- 2.2.5 "exhibition space" or "court" means the area allocated by the Mall of the North to the Exhibitor for purposes of exhibiting its products / services as envisaged in this agreement and as depicted in Annexure B hereto;
- 2.2.6 any "gender" shall include the other genders;
- 2.2.6 a "person" shall include a natural and juristic person;
- 2.2.7 "the signing date" means the date upon which this agreement is signed by the party signing last in time;
- 2.2.8 "Centre Management" means the body appointed by Mall of the North to manage the Shopping Centre from time to time;
- 2.2.9 "The Shopping Centre" shall mean the Mall of the North including the land and all buildings forming part thereof;
- 2.2.10 Annexures to this agreement:
- Annexure A : Plan indicating exhibition space / court
- Annexure B : Fee payable per exhibition space
- Annexure C : Resolution by Exhibitor
- Annexure D : Indemnity Agreement

3. THE EXHIBITION SPACE

- 3.1 Centre Management hereby, for the exhibition period, leases the exhibition space to the Exhibitor on the terms as set out in this agreement
- 3.2 The Exhibitor hereby undertakes to, subject to clause 4 below, promote and/or exhibit its merchandise at the exhibition space for the exhibition period as set out in the Court Booking Application Form.
- 3.3 The Exhibitor acknowledges and undertakes to be responsible for the safety of its employees, invitees, clients, visitors, agents and sub-contractors.



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4. PAYMENT OF EXHIBITION FEES

4.1 The Exhibitor shall, upon signature of this agreement, and in order to secure exhibition space, pay the full exhibition fee as set out in the Court Booking Application Form to Centre Management.

4.2 It is specifically recorded that the Exhibitor will not be allowed to exhibit without having made full payment to Centre Management in the account and as directed herein below:

Name of account: Broll Property Management (Pty) Ltd / Resilient
Account number: 282 467 815
Name of bank: Standard Bank
Branch code: 004 305
Deposit reference: **REFERENCE AS PER TAX INVOICE**

4.3 Confirmation of payment must be transmitted as indicated in item 6 of Annexure A.

4.4 **It is specifically recorded that the promotion/exhibition as well as the existence of this agreement shall only be confirmed upon full payment being made before the Exhibition date and once the Exhibition Agreement together with all annexure thereto as signed and submitted to Centre Management have been signed on behalf Mall of the North by Centre Management as envisaged in clause 5.1.33.**

4.5 The fee per court is set out in the attached Annexure B.

4.6 Cancellation of bookings at any time after the agreement has been signed by Centre Management and prior to the exhibition will result in the Exhibitor paying a **cancellation fee of 50%** of the exhibition fee, before the balance is refunded. If no payment has been received by Centre Management on the time of cancellation, the Exhibitor will pay a **cancellation fee of 50%** of the exhibition fee. Should the Exhibitor not attend the exhibition for whatsoever reason, save as provided for in clause 4.7 below, without cancelling the booking, the total fee will be payable and the Landlord shall be entitled in its sole and absolute discretion to refuse any future exhibitions for the Exhibitor at the Shopping Centre, in this instance, the Exhibitor will have no claim of whatever nature against **MALL OF THE NORTH**, its owners, agents and/or management.

4.7 Notwithstanding the foregoing, in the event of the Exhibitor being an individual, alternatively, a consumer in terms of the Consumer Protection Act No. 68 of 2008, it is agreed that the exhibition may be cancelled in the event of death of the Exhibitor



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prior to the exhibition date or hospitalisation of the Exhibitor on the exhibition date without any cancellation fee being payable by the Exhibitor.

5. THE EXHIBITION

- 5.1 The Exhibitor shall comply with the following Rules and Regulations with regard to its exhibition:
- 5.1.1 Should it be required in the sole discretion of Mall of the North or Centre Management, the exhibition may be re-scheduled to a mutually acceptable alternative date and time.
 - 5.1.2 The product/service to be exhibited by the Exhibitor may not at any time be in direct competition with any of the tenants at Mall of the North. Should this be the case Centre Management may, but shall not be obliged to, request the immediate removal of such items or exhibition.
 - 5.1.3 Promotions/exhibitions in Mall of the North have to be professional, of world-class standard and add value to the Mall.
 - 5.1.4 The entire Shopping Centre (including the exhibition space) has a height restriction of 1.6 meters.
 - 5.1.5 The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times.
 - 5.1.6 No exhibit or banner used by the Exhibitor may obscure any tenant's shop front or signage from public view at any time. The Exhibitor shall comply immediately with any directive from Centre Management in this regard.
 - 5.1.7 Distribution of pamphlets and/or any other promotional material is not allowed in the Shopping Centre or in the parking area, without prior written approval of Centre Management.
 - 5.1.8 The fittings or finishes in the Shopping Centre (for example pot plants, lampposts, walls, shop fronts, water features, pillars etc.) may not be used by Exhibitors as display structures, or support. The use of screen boards will be allowed for this purpose subject to the prior written approval of Centre Management. The exhibitor may not move any standing street furniture (for example dustbins or fixed benches) to accommodate an exhibition.



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5.1.9 All audio appliances or audio equipment are strictly prohibited, unless prior written approval was given by Mall of the North. This prior written approval shall be subject to such conditions as Centre Management, may in its sole and absolute discretion impose and who reserves the right to restrict or prevent audio broadcasting if considered necessary.

5.1.10 All exhibits have to be manned during Mall of the North minimum trading hours set out below. If the Exhibitor does not keep the exhibition open and properly manned and operation during these hours, a penalty fee of R200 will be charged, and which shall be immediately payable to Centre Management into the banking account as set out in this agreement.

Weekdays: 9am-7pm
Weekends and Public Holidays: 9am-5pm

5.1.11 No smoking or eating is allowed at the exhibition space/s.

5.1.12 All storage or packaging material (for example cardboard boxes) has to be removed from the exhibition space, or concealed from public view before the commencement of the exhibition.

5.1.13 All exhibitions must comply with the Occupational Health and Safety Act No 85 of 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, 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. Mall of the North, its owners, management agents and employees, shall not be held liable for any damages to or loss suffered by the Exhibitor, its products, equipment, invitees, agents, employees, sponsors or contractors whatsoever.

In particular, no claim for public liability, losses or damages will be entertained by Centre Management. The Exhibitor will be required to ensure that the necessary Public Liability Insurance is and remains in place, proof of such insurance which shall be provided to Centre Management prior to the commencement of the exhibition. The Exhibitor hereby indemnifies the owners of Mall of the North, their employees, agents, contractors, including Centre Management from any claim of whatever nature directly or indirectly resulting from the exhibition or occupancy of the exhibition space.

5.1.14 Proposals detailing the floor plans, décor and displays have to be submitted by the Exhibitor to Centre Management for consideration before final confirmation



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of the exhibit. The Exhibitor will provide any additional information (if any) if required by Centre Management.

5.1.15 When a vehicle is required to be part of an exhibition, the Exhibitor should arrange both access into and egress out of the Shopping Centre with Centre Management, at least one week prior to the exhibition. The following shall apply in such instances:

5.1.15.1 vehicles brought into the Shopping Centre must be accompanied by a representative of Mall of the North security.

5.1.15.2 The Exhibitor will further:

5.1.15.2.1 ensure that vehicles are brought into and taken from Mall of the North at the times as agreed to with Centre Management;

5.1.15.2.2 ensure that vehicles contain a minimum of fuel at all times;

5.1.15.2.3 leave a key to each vehicle on display in a sealed envelope at the security control room for the duration of the exhibition in the event of a static display with no employees present during the week;

5.1.15.2.4 keep the vehicles on display clean;

5.1.15.2.5 keep unmanned vehicles locked and all convertible vehicles closed and locked outside exhibition hours;

5.1.15.2.6 only display the number of vehicles in the exhibition space as agreed with Centre Management;

5.1.15.2.7 display vehicles at own risk;

5.1.15.2.8 supply a suitably sized fire extinguisher for your display;

5.1.15.2.9 check all vehicles to avoid oil leaks on the tiles;

5.1.15.2.10 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours;

5.1.15.2.11 ensure that all vehicle alarms are deactivated at all times.



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- 5.1.16 No surveys may be conducted inside or outside the Shopping Centre without the prior written consent from Centre Management.
- 5.1.17 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. Centre Management shall at any and/or all times during the exhibition be entitled to request removal of any signage not complying with the Mall of the North's minimum requirements pertaining thereto and which has not been approved as envisaged in clause 5.1.20 below.
- 5.1.18 The signage should be of such a standard 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 Mall of the North and what products/services it has to offer. All signage is subject to Centre Management's written approval prior to set-up.
- 5.1.19 All tables used during exhibitions must be covered neatly, by means of tidy and clean table clothes which must reach floor level. Collapsible tables must be used and shall be removed from the exhibition space after the minimum trading hours as set out herein. It is specifically recorded that the Exhibitor will not be entitled to utilize any vacant premises or storeroom or any other space whatsoever in the Shopping Centre save for the exhibition space hereby leased and shall not be entitled to erect any gazebo's or similar equipment on or at the exhibition space or anywhere in the Shopping Centre.
- 5.1.20 The Exhibitor will not overload the electrical power supply, where such supply is present in the exhibition space. It is specifically recorded that none of the cabling used by the Exhibitor may be hazardous or in any way exposed or visible or causing any hindrance or obstruction in walkways of the Shopping Centre. All cables must be concealed by using silver duct tape to secure the cables to the floor.
- 5.1.21 The Exhibitor must supply its own exhibition material, for example, but not limited to, tables, tablecloths, chairs, screen boards as well as carpeting and any other item which may form part of the exhibition or display or set-up of the Exhibitor.
- 5.1.22 Direct sale transactions, payment of deposits and/or taking of orders for goods and services will be allowed in the exhibition space, provided that any petty cash boxes and credit card machines are concealed appropriately.
- 5.1.23 The exhibition is subject to spot checks and inspections by Centre Management at any time.



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- 5.1.24 Neither Mall of the North, its owners, employees, contractors or agents, including Centre Management will be held liable for any loss or damage experienced during any of the exhibitions. The Exhibitor shall be responsible to arrange such security at its own cost, as it may deem necessary at the exhibition space. The Mall of the North only provides building security in accordance with industry standards and shall not secure the exhibition space. No armed guards / security personnel will be allowed at or in the Shopping Centre.
- 5.1.25 Exhibitors will be held liable for and shall repair any damages to the Shopping Centre, or any portion thereof, or to any person attending the exhibition or from any cause whatsoever.
- 5.1.26 The Mall of the North (or its official representatives) reserves the right to cancel, or relocate, the exhibition and may ask the Exhibitor to change or remove any exhibition material at any time.
- 5.1.27 Centre Management reserves the right of admission.
- 5.1.28 Neither the Mall of the North nor Centre Management gives no warranty that the exhibition space is suitable for the purpose for which the Exhibitor leases same.
- 5.1.29 The Exhibitor undertakes to ensure that its staff and contractors are familiar with Mall of the North's Exhibitions Rules and Regulations as set out in this agreement.
- 5.1.30 Mall of the North reserves the right to take photographs and/or electronic footage of any promotion and/or exhibition which may be used for marketing and/or display purposes.
- 5.1.31 This agreement shall only become in force once accepted and signed by or on behalf of Mall of the North.
- 5.1.32 The Exhibitor warrants that any information regarding goods or services, which are exhibited and/or promoted in the exhibition space for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the Consumer Protection Act No. 68 of 2008. The Exhibitor hereby indemnifies Centre Management and holds Centre Management harmless in respect of any claim whatsoever resulting from a breach of this warranty.
- 5.1.33 The parties record that, should the Exhibitor or its agents request assistance from Centre Management or its agents in case of an alleged shop lifting or other alleged crime committed by any party and such assistance is granted (without



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being obliged to do so), the Exhibitor hereby indemnifies and holds Centre Management or its agents harmless against any claims resulting from such assistance by Centre Management or its agents.

- 5.2 Should the Exhibitor be called upon to effect certain improvements and directives, but refuse to do so, the exhibition will be cancelled with immediate effect and no refunds will be made to the Exhibitor.

6. GENERAL

- 6.1 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. No waiver on the part of Centre Management will prejudice Centre Management's rights in any way whatsoever.
- 6.2 In the event of any breach of this agreement by the Exhibitor, Centre Management shall be entitled in its sole discretion to terminate this agreement forthwith, in which event all monies paid by the Exhibitor will be forfeited and the Mall of North shall be entitled to retain such monies in lieu of damages suffered resulting from the Exhibitor's breach and consequent premature cancellation of this agreement.
- 6.3 This agreement contains the sole agreement between the parties and Centre Management shall not be bound by an express or implied term, representation, warranty, promise or the like not recorded herein, and the Exhibitor waives the defense of estoppel in this regard.
- 6.4 The parties agree to the jurisdiction of the Magistrate's Court in respect of all matters, disputes and claims arising out of this Agreement, although such matters may exceed or be outside such jurisdiction. The Exhibitor shall be responsible for any legal costs incurred by Centre Management in enforcing the terms of this agreement, on the attorney and own client scale of charges.



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THUS, DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2018.

AS WITNESSES:

FOR: EXHIBITOR

1. _____

2. _____

Duly authorised in terms of a resolution attached hereto as Annexure C

THUS, DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2018.

AS WITNESSES:

FOR: CENTRE MANAGEMENT

1. _____

2. _____

Duly authorised



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ANNEXURE "A"

PLAN INDICATING EXHIBITION SPACE / COURT





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ANNEXURE "B"

PROMOTIONAL COURT PRICE LIST

All exhibitions run from Tuesday 9am - Monday 7pm and/or Friday 9am - Sunday 5pm.

Exhibition court size (m ²)		Price per week	Price per weekend
Lower Level courts			
Pick n Pay Court	25m ² x2	R11 000 (each)	R9 460 (each)
Checkers Court	25m ² x2	R11 000 (each)	R9 460 (each)
Game Court 1	20m ²	R11 500	R9 000
Game Court 2	20m ²	R11 500	R9 000
Upper Level Courts			
Edgars Court	60m ²	R24 400	R13 600
Truworths Court	25m ²	R8 800	R6 700
3rd Base Court	16m ²	R6 400	R5 500

Please note that the prices above are excluding VAT.



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CERTIFIED COPY OF A RESOLUTION OF THE DIRECTORS/MEMBERS

OF: _____

REGISTRATION NO: _____

PASSED AT: _____

ON: _____

IT WAS RESOLVED THAT:

_____ (full name),

(ID No: _____)

in his / her capacity as Directors/Members of the Company/Close Corporation be and is hereby authorised to enter into and sign the Exhibition Agreement, Indemnity Agreement and Court Booking Application Form for an Exhibition at Mall of the North upon such terms and conditions as set out in the Exhibition Agreement, Indemnity Agreement and Court Booking Application Form to which this Resolution is attached as an Annexure.

CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE ABOVEMENTIONED MEETING

DIRECTOR AND CHAIRMAN OF MEETING



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ANNEXURE "C"

RESOLUTION BY EXHIBITOR



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ANNEXURE "D"

INDEMNITY AGREEMENT

Between:

Resilient Properties (Pty) Ltd, East & West Investments (PTY) Limited and Changing Tides 91 (PTY) Limited (in their capacity as owner of Mall of the North); and Broll Property management (in their capacity as managing agent of Mall of the North) (Hereafter collectively and despite plurality referred to as "Centre Management")

and

_____ (name of the EXHIBITOR/ CONTRACTOR)

Represented by: _____ (duly authorised)

Identity Number: _____
(Hereafter the "EXHIBITOR")

WHEREAS the Exhibitor is desirous of exhibiting inter alia its merchandise at Mall of the North in terms of the Exhibit Agreement of which this Indemnity forms part

NOW THEREFORE the Indemnity Agreement records the following in writing:

1. The Exhibitor fully indemnifies, and holds harmless Centre Management, its assigns, directors, employees and appointed contractors, against all and any claims, actions, suites, proceedings, demands and expenses of whatsoever nature: however, arising (and be they based on contract, delict or various types of other law (ex variis causarum figuris iuris), and /or be they criminal or civil, and/or be they for loss, damages, compensation, consequential damages or the like.
2. If the claim originates from an alleged contravention by Centre Management (or its assigns, employees or contractors) of any law, rule, duty, regulation or provincial law or local bylaw, the indemnity will equally cover Centre Management and its employees.
3. If for any reason in law the above indemnity is ineffectual, or voidable – this paragraph will pertain to a severable and separate agreement – and any successful claim against Centre Management will by agreement be limited to the net value of the fees received by Centre Management in the arrangement and presentation of



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the exhibition, launch or event for the Exhibitor as set out in item 4 below. The Exhibitor hereby indemnifies Centre Management for the balance of such claim.

4. This indemnity is applicable to the exhibition, launch or event known as: _____, and any action associated therewith for the period from _____ [insert date] to _____ [insert date].
5. By signature hereof the participant confirms his/her understanding of the effect of the Indemnity Agreement and warrants that he/she is older than 18 years of age, and able to sign the contract.
6. The contractor or exhibitor must supply Centre Management with proof of Public Liability Insurance, the policy number as well as written confirmation from the insurer that the policy is being maintained for the duration of the exhibition before commencing with any contract or exhibition.

Signed at _____ on _____ of 2018.

 (name)

 on behalf of the **EXHIBITOR**
 (duly authorised in terms of a resolution attached hereto as Annexure C)

 on behalf of **CENTRE MANAGEMENT**
 (duly authorised)

IMPORTANT NOTICE

"PLEASE ADVISE BREAKDOWN TIMELINES"

If you do not breakdown in time, R1 000 fine will be charged.