

## INTRODUCTION LETTER

Dear Vendor,

I would like to take this opportunity once again to welcome you to our Annual South African Junior Chess Championship event held at Birchwood Hotel and Conference centre, Boksburg from 3-12 January 2020.

If you would like to apply to sell any food related or other items at the event, please fill in the online Vendor Application Form and we will confirm within 7 working days if your application was successful.

We at 4 Knights International events Company, organisers of the tournament, are thrilled to journey with you and look forward to a great event.

This tournament could possibly give you exposure to future chess events and give you the opportunity to expose yourself to the chess community in South Africa, as this is a tournament attended by parents and representatives of all provinces in South Africa.

We aspire to support your business by connecting you with many parents, representatives of Provinces and families throughout the country. Our team is ready to assist you on this exciting journey. Please don't hesitate to contact us.

Importantly, please note that all these opportunities are offered by registering on our website at [www.sajcc.co.za/](http://www.sajcc.co.za/) Vendor applications when signing up to our event. It is your responsibility to adhere to deadline dates and requirements as outlined below, and to contact the relevant person if you are unsure about anything. All correspondence should be sent to [vendors@sajcc.co.za](mailto:vendors@sajcc.co.za). You can also contact our representative Judy-marie Steenkamp at 083 5563475.

### **Cost to participate per vendor:**

Fees payable:

Branded items: R5 000

Chess equipment: R5 000

Food stalls: R2 500.

A Refundable deposit to cover for possible damages of R 1000.

### **Deadline Dates**

Registration of Vendor application on SAJCC website: - 20 December 2019;  
Payment of fees and deposit for event: - 20 December 2019;  
Submission of Menu with prices and specials per e-mail: - 20 December 2019;  
Submission of Certificate of Acceptability per e-mail: - 20 December 2019;  
Submission of Gas Installation certificate, if applicable: - 20 December 2019;  
Certificate from qualified electrician that power installation, comply with relating legislation: - 20 December 2019;  
Total amount of workers, with relevant id documents copies, Passport copies, photos and written

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confirmation that none of the workers has been convicted of any criminal offence: - 20 December 2019;  
Signed, initialled and dated agreement on each page - 20 December 2019;  
Initialled and dated Introduction letter - 20 December 2019;

**No Vendor will be allowed to enter the premises if the abovementioned documents or payments has not been submitted on the due dates.**

### **Practical arrangements**

- All fees are payable upfront
- All Stalls need to be open from 8:30 – 20:00 on 03 – 12<sup>th</sup> January 2020.
- Vendors can break down the stalls after 15:00 on Sunday, 12<sup>th</sup> of December 2020
- The Vendor will be allowed to only sell products which he/she applied for on the original application and has been approved by the Local Organizing Committee in writing. Should the Vendor want to add products this need to be approved by the LOC before the start of the event.
- No display sharing permitted – each payment applies only to above-mentioned VENDOR.
- The Vendor's space will only be secured after a copy of the signed Agreement and proof payment has reached us.
- The Vendor agrees to honour all arrangements (dates, times, logistics, etc.) communicated.
- Any profit or loss made by the VENDOR during the Event is for his/her own account.
- All Vendors to provide own power by either gas or a silent generator as there will be no electrical points available.
- Should the eventer make use of any gas or open fire he must have a fire blanket as well as fire extinguisher.
- People working at the stall need to be able to be identified
- All Stalls needs to be erected by Friday, 3 January 2020 at 15:00, as no vehicles will be allowed on the terrain thereafter.
- Stall operators must bring their own equipment, no tables etc will be provided by the organisers.
- Trailers and Food Trucks are welcome

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Agreement between 4 Knights International Events Company {Organizers of the SAJCC}

and the

VENDOR

Name and Surname:

\_\_\_\_\_

Trading as (Business name):

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

Cell phone number:

\_\_\_\_\_

Physical address:

\_\_\_\_\_

ID number: \_\_\_\_\_

Vat no (if applicable): \_\_\_\_\_

Remission of damages The Organisers will not be responsible for any damages, or financial loss suffered by the VENDOR, or its products due to fire, theft, vandalism, an act of God, or any other incident. All VENDORS will participate in the Event subject to the conditions hereof:

I hereby acknowledge and agree to the abovementioned terms and conditions. I will forfeit my right to participate in the Event should I not honour this Agreement.

\_\_\_\_\_ Signature Date

Please e-mail a signed copy of this Agreement to vendors@sajcc.co.za by 20 December 2020

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TERMS AND CONDITIONS TO EVENT WITH 4 KNIGHTS INTERNATIONAL EVENTS COMPANY AND  
NOTICE IN TERMS OF SECTION 49 OF THE

CONSUMER PROTECTION ACT, NUMBER 68 OF 2008 AND THE REGULATIONS THERETO AS AMENDED  
FROM TIME TO TIME (“CPA”)

The “organizer” means 4 Knights International events Company and its successors in title or assigns  
and the “VENDOR” means the other party to this agreement.)

**1. TERMS AND CONDITIONS**

- a. The organiser will allocate a space to the vendor based on a layout plan, however the organiser shall have the right to relocate the space or stand at its discretion and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a relocation.
- b. The organiser does not guarantee the number of persons expected to attend the event and gives no warranties in this regard. Whilst the organiser will do everything to ensure that access to vacant possession of the stand is given to the VENDOR for the purposes of preparation and use of the stand upon the dates agreed in this contract, such dates shall be variable in the discretion of the organiser so as to be compatible with the successful organisation of the event as a whole.
- c. The organiser does not warrant that the stand is suitable for the purpose intended by the VENDOR or that the stand is or shall be in any particular condition or state of repair.
- d. The VENDOR acknowledges that it has satisfied itself that the stand is of a suitable condition and is suitable for the purpose intended.
- e. Should the dates become unsuitable for whatsoever reason, the organiser reserves the right, in its sole and absolute discretion, to reschedule the dates and times to more advantageous dates and times for the success of the event as a whole and the VENDOR agrees to be bound by such dates and times.
- f. The organiser shall not be held liable for any loss or damage of whatsoever cause and howsoever arising in the event of a rescheduling. The organiser agrees to give the VENDOR a minimum of 7 (seven) working days’ notice of any change to the venue and/or dates of the event. The organiser reserves the right, in its sole and absolute discretion, to relocate the event to another venue in the best interests of the event as a whole. The organiser shall not be held liable for any loss or damage of whatsoever cause and howsoever arising in the event of relocation. The VENDOR is required to complete its own directory entry, if applicable, on the event website and/or form. The VENDOR warrants that the names, logos, art work and other content provided to the organiser by the VENDOR on the event website, competition or promotional activity, or in the official catalogue or other directory or on site at the event, will not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. The VENDOR agrees to indemnify the organiser and keep it fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by it by reason of any breach of the above warranty. The VENDOR hereby warrants that its products and any content provided by the VENDOR have not been copied from any other VENDOR or other third party and that the VENDOR does not knowingly infringe any intellectual property rights of another VENDOR or other third party, including but

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not limited to any and all rights in copyright, design right, patents, trademarks relating to any product which is evented in any form whatsoever at the event. The VENDOR shall fully indemnify the organiser for any breach of such warranty.

## 2. **CONSIDERATION, PAYMENT & SURETY**

- a. The consideration recorded on the VENDORS application to event shall be payable strictly on the dates agreed, failing which the full amount owing shall become due and payable without notice.
- b. Should the VENDOR want to cancel their participation at the event – a Letter of Cancellation must be sent to the organiser at least 14 days prior to the start of the event, by recorded delivery.
- c. The organiser will not accept a cancellation if the VENDOR has not given written notification and the Organiser shall not be obliged to accept or agree to a cancellation (save to the extent that the CPA provides otherwise if the CPA is applicable). If the VENDOR cancels the contract less than 14 days prior to the show the VENDOR will be liable for 50% of the contract value, payable with immediate effect. If the party signing this agreement on behalf of the VENDOR hereby agrees that in such cases its member, directors or partners as the case shall be personally liable for all obligations in terms of this contract.
- d. Should the VENDOR be a Company, Close Corporation, Trust Association or Partnership, then the signatory hereto agrees to bind him/herself as surety for and co-principal debtor with the VENDOR for all amounts owing by the principal debtor in terms of this Agreement to the Organiser. The Signatory hereto, further hereby renounces the benefits and defences of exclusion and division. Full payment need to be done 15 calendar days prior to the start of the event.
- e. In the event of any amount not being paid by the VENDOR to the organiser on due date, the organiser will have the right, in addition to and without prejudice to any of the organiser's other rights or remedies in law:
  - i. To charge interest at the rate of 17 % per year or the maximum interest permissible in law (prorated on a month by month basis), compounded monthly from due date of payment until payment is received in full, including payment for all costs and expenses (including legal costs on an attorney own client scale) incurred by the organiser in connection with the recovery of any payment due to it by the VENDOR; and to claim all other amounts owed by the VENDOR to the organiser which shall forthwith become due and payable.

## 3. **STAND PREPARATION**

- a. The organiser shall be entitled to issue written directives from time to time regarding methods and materials of construction, stands, layout, design and quality of installation and the VENDOR shall timeously comply with such directives. The organiser shall at all times be entitled to free and undisturbed access to a stand during the preparation and use thereof by the VENDOR. If the organiser so directs in writing the VENDOR shall be obliged to use a contractor designated by the organiser for the purpose of preparing the stand and erecting the installation. If the organiser makes such designation then:

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- i. In any event the stand shall be prepared and the installation shall be constructed to the standard at least equal to the general standard of the remaining stands rented by other VENDORS at the event.
- ii. After completion of the installation the organiser shall be entitled to require the VENDOR to make such additions or changes to the installation deemed necessary.
- iii. The organisers reserve the right to close of a VENDOR's stand should the event not be completed one hour prior to the opening of the event.

#### **4. USE OF STAND**

- a. Unless specifically otherwise agreed, the VENDOR shall not use any form of visual or vocal apparatus including, but not limited to, illuminations on the stand which cause an annoyance or nuisance to other VENDORS, visitors, the organiser or the landlord, or demonstrate any product which produces excessive noise. No noise may be caused at stands or any music played at the stands as this will have an influence on the competitors participating in the chess tournament.
- b. The VENDOR and its representatives shall only be entitled to distribute literature and printed matter from its stand and shall not be entitled to distribute same anywhere else at the event without the organiser's prior written consent.
- c. VENDORS and their representatives must not take part in any petitioning, demonstrations, objectionable behaviour or wear offensive clothing or be involved in any activity that may disrupt the event. No material which is offensive, discriminatory or of a political nature may be distributed or displayed at the event. The organiser reserves the right to remove persons from the event if they are in breach of these terms and conditions.
- d. The VENDOR shall not be entitled to cede, assign, transfer, make over, sublet or alienate any of its rights in terms of this agreement without the organiser's written consent.
- e. The VENDOR shall keep the stand open and adequately staffed by representatives wearing appropriate business wear whenever the event is open to the public and shall not remove events prior to the closing of the event. The nature of the services to be provided to the stand or the event site shall be in the sole and absolute discretion of the organiser.
- f. Stand Sharing: Should you be sharing your event space, you must notify the organiser in writing to obtain approval.
- g. No vendor will be allowed to sleep in his/her stall or car during the event.

#### **5. MEETING AND BULLETINS, CANCELLATION AND BREACH**

- a. The VENDOR shall attend all event meetings convened by the organiser. If the VENDOR fails to attend any such meetings or fails to comply with any directives issued by the organiser at such meetings, the organiser shall not be liable to the VENDOR for any loss or prejudice suffered by the VENDOR as a result thereof.
- b. In the event of termination, the VENDOR and its employees, agents, stand sharers and other representatives will be prevented from attending the event and the events of such VENDOR shall be removed from the event premises at a time to be stated by the organiser. The organiser shall be entitled, if necessary, to remove and despatch the said events and property (at the risk and expense of the VENDOR/s) to the address of the VENDOR stated in the Contract to Event. All consideration paid by the VENDOR shall be

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forfeited to and retained by the organiser and the VENDOR shall indemnify the organiser in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

- c. If the event is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the event premises or any other cause not within the control of the organiser, whether ejusdem generis or not, the organiser may at its entire discretion repay the service paid by the VENDOR, or part thereof, but shall be under no obligation to repay the whole or part of such service charge, and shall be under no liability to the VENDOR in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the VENDOR, as the result of the non- happening of any such event.
- d. The VENDOR shall not be entitled to cancel this Agreement at any time without the written consent of the organiser and this will be subject to the conditions in 2.1 to 2.12 unless the CPA is applicable, in which event the provisions thereof will be applicable:
  - i. In the event that the Organiser has to institute legal action against the VENDOR in terms of the provisions of this contract, then the VENDOR will be liable for the Organiser's legal costs on the Attorney and Client scale, which costs will include collection commission and advocates fees.
  - ii. The Organiser shall be entitled to charge the VENDOR interest on all amounts outstanding to the Organiser and of which are not paid on due date, at the rate of 17% p.a. until date payment in full. For the purpose of delivery of all notices and/or processes arising from or in connection with this contract, the VENDOR chooses as its domicilium citandi et executandi the address stated in the VENDOR's application to event OR the registered office of the VENDOR.

## 6. **DISPUTES**

- a. 4 Knights International Events Company adheres to a code of conduct that is fair, ethical and with remedy and confidentiality.
- b. The VENDOR consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person, irrespective of the amount in dispute or any dispute that may arise from this agreement.
- c. Should the organizer choose to institute action in the High Court, the organizer shall not be limited to recovering costs on the Magistrate's Court scale. All costs and disbursements, including attorney and own client costs incurred by the organizer in enforcing its rights in terms hereof, including but not limited to the collection commission and tracing fees, shall be borne by the VENDOR.
- d. 4 Knights International events Company cannot be held responsible for any damages, claims or disputes that may arise from VENDORS retailing competing or similar brands and or services. The organiser will not mediate or adjudicate any disputes.
- e. Any licencing, trade mark, copyright and pricing disputes are to be referred to the relevant VENDORS principal agents and country distributors or the relevant regulatory authority.

## 7. **WARRANTIES**

- a. The organiser does not warrant that:
  - i. The stand is or will be suitable or fit for any purpose for which the VENDOR may use it in terms hereof.

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- ii. The VENDOR must obtain it's own Certificate of Acceptability and must be provided to the organizer, prior to the start of the event.

**8. EXCLUSION OF LIABILITY**

- a. The organiser shall not be responsible for any special, direct, indirect or consequential loss, damage, theft or breakage to the stand or any other property of any kind brought into the event/venue by the VENDOR, its servants, employees, agents, contractors or invitees or for any injury to the person of an VENDOR, or any of its servants, employees, agents, contractors or invitees howsoever such loss or damage to the stand or property or injury to person may be caused.
- b. In addition, and not limiting the generality of the foregoing, under no circumstances shall the organiser be liable towards the VENDOR or any other person for any loss of goodwill, loss of profits or loss of revenue unless same is as a result of the gross negligence of the organiser.
- c. The organiser is not responsible for the content of any speaker's presentation, such content is the opinion of the speaker and not of the organiser. If the CPA is applicable the above clauses 6.1 to 6.3 will be interpreted and adopted to provide the organiser with an indemnification and exclusion of liability to the maximum extent allowed and permissible in terms of the CPA.

**9. RIGHT TO USE VENDORS NAME**

- a. The VENDOR hereby authorises the organisers to use the VENDOR's name and photographs for promotional purposes, and in so doing, the Organisers undertake not to use such name in a derogatory manner.

**10. INSURANCE**

- a. The VENDOR must take out and maintain Public Liability Insurance providing a minimum indemnity of R2 million or local currency equivalent for the duration of the event including the construction and dismantling periods. In order to participate in the event, all VENDORS must have this minimum level of insurance cover. The VENDOR must take out and maintain adequate insurance in respect of loss of or damage to events or other property in the custody of the VENDOR, his invitees or licensees howsoever caused.
- b. VENDORS must insure against costs and expenses which they may incur in the event of the event being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the organiser's control, since the organiser accepts no responsibility in such an eventuality.

**11. PENALTIES**

- a. A penalty of R1 000.00 will be charged if the VENDOR breaks down their stand before closing time on the last day of the event. Encroachment of any rails, stands, tables and any other display units into the aisles will not be allowed as this causes congestion, and VENDORS will be charged a penalty of R1 000.00 if this condition is not complied with.

**12. OTHER**

- a. No variation of this contract shall be of any force or effect unless reduced to writing and signed by the parties hereto. No indulgence or extension, which the Organiser may allow to the VENDOR, will be regarded as a variation of this Contract, or a waiver of the Organiser rights in terms of the contract.

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- b. VENDORS are not allowed to perform any activity that is the same or similar to the key sponsorship activity.
- c. Vendors should ensure that the surrounds of their stalls are kept clean at all times and ensure that all reasonable steps are taken to prevent possible injuries to people in the confines of their stall.
- d. Samples of all food batches should be kept in a fridge for at least 48 hours. If it is suspected beyond reasonable doubt that the food supplied by your stall caused food poisoning, you will be expected to have your food batch tested by an authorised institution and the cost thereto will be for your account. The results should be supplied to the organizers at least 72 hours after testing.
- e. The signatory warrants his/her authority to sign this Agreement on behalf of the company AND further verifies that he/she is mandated to bind the company to the terms and obligations of this Agreement. The signatory further warrants that he/she has read, fully understood and considers the company bound by these TERMS & CONDITIONS
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SIGNED FOR THE VENDOR

SIGNATURE: .....

Date: .....

Name: .....

Company: .....

Job Title: .....

SIGNED FOR 4 Knights International events Company

SIGNATURE: .....

Date: .....

Name: .....

Job Title: .....

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