

SOUTH AFRICAN TOURISM

INVITATION FOR PARTICIPATION

In één dag de wereld rond





SOUTH AFRICAN TOURISM NORTH EUROPE INVITES YOU TO JOIN THE SOUTH AFRICAN PAVILION AT VAKANTIEBEURS, NETHERLANDS

10 - 14 JANUARY 2024

Dear SA Tourism Partner,

On behalf of Team South Africa, we would like to invite our stakeholders to join the South Africa Pavilion

at Vakantiebeurs consumer show, from 10 - 14 January 2024. Please see website here:

https://www.vakantiebeurs.nl/

PROGRAM:

10 JANUARY 2024: TRADE DAY

- Over 12 000 trade visitors in 2023
- Africa Feeling high tea
- South African Tourism networking function with key Dutch trade

11 - 14 JANUARY 2024:

Consumer days - over 60 000 visitors attended in 2023

We look forward to working with you on showcasing South Africa at Vakantiebeurs 2024.

Abby Jacobs

Acting Hub Head: North Europe

South African Tourism

To book your space at Vakantiebeurs please email our team:

Jordy Liems: <u>jordy@southafrica.net</u> cc: Abby Jacobs: <u>abby@southafrica.net</u>

Tel: (+27) 72 292 0143

Booking Form

Booking deadline is Friday, 17th November 2023

Space is limited and will be allocated on a first come / first served basis.

Please book as soon as possible to ensure you are guaranteed a space and are included in any pre-showmarketing.

Participation Confirmation

I, the undersigned hereby accept South African Tourism's invite to join the SA Pavilion at the Vakantiebeurs taking place physically from the 10 - 14 January 2024, and hereby confirm my participation as Exhibitor. I also confirm that I have an in-country representative who will be able to manage diaries and meet with the buyers physically on my behalf in an event I am unable to physically be there.

Exhibitor rate

1900 euros

This is a rate that has been subsidized by South African Tourism and is inclusive of a booth (comfort unit) on the SAT pavilion for the period of 5 days and lunch on the stand on each of the days of Vakantiebeurs. The booth includes:

3kw electricity
Visual on the back wall of booth (supplied by you)1 spotlight
1 bar stool
1 desk
Carpet tiles
Daily stand cleaning

We will also have a daily food and wine tasting activation on the stand in addition to the functions mentioned in the program section of this application form.

*Please note that while it will be possible to pay amounts into South African Tourism's head office account in South Africa, this is a SA Tourism Netherlands office activation and all invoices will therefore be strictly issued in euros, as amounts paid to service providers will also be in euros. No invoices will be issued in South African rand.

As an exhibiting partner, your fees will contribute towards a percentage of the total cost of theparticipation. South African Tourism (SAT) will subsidize a percentage of your physical participation.

Benefits of exhibiting with the SAT on the South African Pavilion

- Booth (Physical Stand)
- Onsite Presence
- Access to Appointment System with Buyers
- Product Listing Vakantiebeurs Directory

Fy	hib	itor	· De	tails

Company Trading Name:				
Invoicing Name:				
Vat No:		Company Reg. No:		
Admin Contact Name:		Designation:		
Catalogue Contact Name:		Designation:		
Postal Address:				
City:		Code:		
Email Address:		Web Address:		
Tel:		Fax:		
Names of staff/exhibitors a	ttending the physical evo	ent:		
Name	Designation	Cell	Email Address	
1. 2.				
3.				
Product Category - Please s Accommodation Conference Venue Destination Marketin DMC Golf	E	Transport Travel Publicat Tourism Associa	ation	

Product Overview - 50 words max:

Please attach your 50-word profile as a word document with your application form and email to jordy@southafrica.net. Please also note that we will use this 50-word profile for reporting purposes.

Payment Terms

- The full and non-refundable Participation Fee shall be due and payable by no later than thirty (30) days of return by you and confirmed receipt of this Booking Form by us in writing.
- As the Exhibition is hosted outside the borders of South Africa, the South African VAT is not applicable.
- Your invoice will not reflect additional taxes as the Participation Fee is a flat rate.
- Invoices will be issued in euros only

Payment Details

All payments to be made directly to SA Tourism as agreed. Please use your company name as your reference.

Account Name: South African Tourism Bank: ABSA - Sandton Branch code: **631005** Account No: 2310 000 062

Swift Code: ABSAZAJJ

Declaration

By joining the SA Pavilion at the Vakantiebeurs platform, you agree to the following:

- To complete and sign this Booking Form and pay the Participation Fee within thirty (30) days of receipt and acceptance by SA Tourism.
- Once payment is received by SA Tourism you will be granted access to the Portal. Please note that the Portal is proprietary, and you hereby agree to abide by and comply with the terms οf use available on Vakantienbeur's website accessible as https://www.vakantiebeurs.nl/en/ .You hereby acknowledge that SA Tourism has no control over the system functioning, challenges and any other related matter affecting the Portal and you thus agree to release and no hold SA Tourism liable for any errors you may experience.
- Please take note further that in all arrangements involving third parties SA Tourism acts as facilitator and not as agent and shall at no point in time be liable for any kind of, including but not limited to, failures, errors, delays whatsoever in the Portal and you hereby indemnify us against any and all claims, losses, demands, actions, damages and causes of action whatsoever arising directly or indirectly of any system failure in the Portal.
- You take the physical space participation on your own accord and understanding.
- You will load your logo and profile and adhere to all the timelines given in terms of ensuring that youand SA Tourism receives the ROI expected.
- If you intend on partnering and co-sharing your space, please ensure that your Co-sharers aligns or is anindividual or entity of equivalent or similar status with your Product Category
- To maximise participation and business opportunities, you must be present at the stand for all scheduled exhibition days, during operational exhibition hours and until the conclusion on the show;



- In the event you require assistance with anything related to the Portal or the Event, SA Tourism will facilitate any communication between yourself and the Event Organiser, however, we will not be held responsible in any way, shape or form for the information you receive from the Event Organiser and you hereby indemnify us against any and all claims, losses, demands, actions, damages and causes of action whatsoever arising directly or indirectly out of your acts connected with or arising out of your activities.
- Upon completion of the Event, you must complete the SA Tourism exhibitor survey after the exhibition.

For more information on Vakantiebeurs, visit https://www.vakantiebeurs.nl/en/.

TERMS AND CONDITIONS FOR PARTICIPATION

1. Definitions

In the context of this document, the following terms and definitions apply-

- 1.1 **"SA Tourism"** means the South African Tourism Board, juristic person established in terms of the Tourism Act, 2014 with its principal place of business and registered address at 90 Protea Road, Chislehurston, Sandton, 2196.
- 1.2 **"Exhibitor"** means You and/ or Your Co-sharer being the company that has contracted to SAT forparticipation at the EVENT;
- 1.3 **"Product"** means the declared merchandise, expertise and/or product range of the Exhibitor whichit contracts to exhibit and/or promote at the Event;
- 1.4 "Facility" means the exhibition space allocated to the Exhibitor at the Event;
- "Contract" means this document together with the Booking Form agreement as read with the Event Organiser's General Rules and Regulations for Exhibitors (the "RULES"), which RULES are obtainable onrequest by the Exhibitor, and which will be sent to the Exhibitor;
- 1.6 **"Event"** means Vakantiebeurs 2024 a physical event taking place on the 10th 14th January 2024 (SAT reserves the right to amend the event name at any time; and
- 1.7 "Parties" means either You or Your and us as the context requires.

Any reference in this Contract to any gender, 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

We agree to contract with you only on the terms and conditions contained herein. These Terms and Conditions take precedence over any terms or conditions previously issued to you. All transactions relating to this Contract, whether verbal or in writing, are subject to these Terms and Conditions which are deemed to be incorporated by reference into this Contract. You must pay the non-refundable Participation Fee requested before this Contract becomes binding on us. If we accept your Booking Form, we will issue an invoice for the amount to be paid. The issue of the invoice and receipt of the completed and signed Booking Form shall constitute the Contract between us. This Contract

3. Rules

3.1 The inclusion of the RULES, constitutes an integral part of this Contract, you hereby



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unconditionally undertake and agree to ensure that each and every one of its employees, agents, contractors, invitees or persons falling under your direct or indirect control while present at the Facility or otherwise engaged by You shall unreservedly respect, comply with and fully adhere to the RULES. Any contravention of these undertakings will constitute grounds for the immediate cancellation of your participation at the Event.

3.2 Neither the Contract nor any right nor interest thereunder may be ceded nor assigned to any other party without the prior written consent of SA Tourism having been first obtained, which consent maybe unreasonably withheld in its sole discretion.

4. Reservation of Contract Benefits

- 4.1 Whilst the Contract shall have become established as detailed in 2, all right and benefits flowing there from in favour of the Exhibitor shall remain suspended until the Exhibitor shall have fully paid the agreed Participation Fee to SA Tourism.
- 4.2 Payment by the Exhibitor of the Participation Fee, will convert the booking into a Facility for the Exhibitor.
- 4.3 Until such time that the Participation Fee is paid over and received by SA Tourism, the allocation of the Facility space shall remain of a tentative nature and at all times free to be re-allocated by SA Tourism to any alternate Exhibitor in its sole discretion. SA Tourism will accordingly notify the Exhibitorin writing of this fact.
- 4.4 Payment of the Participation Fee shall be required to be affected by the Exhibitor in strict compliance with the invoice terms therefore issued by SA Tourism. Failure by the Exhibitor to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breachof this Contract.

5. Cancellations and Alterations

- 5.1 Cancellation of Contract will be accepted at the sole discretion of SA Tourism. In the event of the Exhibitor wishes to cancel the Contract any such cancellation must be sent and confirmed in writing to SA Tourism. On receipt of such cancellation instruction, the following scale of cancellation and will be applied and due and payable to the Exhibitor (whether already paid or not):
 - a) Cancellations.
 - i) Up to 13 weeks before the first day of booked Event 50% of the Participation Fee; and
 - ii) Less than 13 weeks before the first day of booked Event the full Participation Fee.
- 5.2 Should SA Tourism elect to cancel the Contract prior to the commencement of the Event, SA Tourism will not be liable for any and all individual accounts and damages incurred by the Exhibitor.
- 5.3 Whilst every effort will be made to meet the requirements of exhibitors, SA Tourism 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 the event participation and in which the Exhibitor shall have no claim of whatsoever nature and kind arising from whatsoever cause against SAT.
- 5.4 SA Tourism shall use the Exhibitor's personal information only for purposes of the Event and shall share it only with the Event Organiser who has adequate safeguards in place to protect such personal information against loss, damage, unauthorized destruction or use and unlawful processing.

6. Breach



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- In the event of a breach by any party of any term or condition of this Contract, the aggrieved partyshall only be entitled to seek relief in terms hereof, after giving to the defaulting party written notice to remedy same within the following parameters:
 - 6.1.1 Should the breach materialize within the period of two months prior to the commencement date of the Event, the defaulting party shall be given forty-eight (48) hours; and
 - 6.1.2 Should the breach materialize during the Event, the defaulting party shall be liable for any andall claims and damages sustained by SA Tourism as a result of such breach.
- 6.2 By virtue of the inherent nature of the Exhibition, time is acknowledged by all parties to be of the absolute essence.
- 6.3 Without prejudice to any other right whether under common law or in terms of the Contract, the parties reserve 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 tocancel this Contract or to institute proceedings for specific performance against the party in breachand without any further notice, with or without any additional claim for damages arising from suchbreach.
- 6.4 All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.

7. Limitation of Liability

In all arrangements involving third parties SA Tourism acts only as a facilitator and not agent of the Exhibitor and no liability of any kind whatsoever shall be attached to SA Tourism in connection with orarising from such arrangement with a third party. SA Tourism will not be responsible for loss, damage, injury to any Exhibitor or third party or their property, howsoever caused.

8. The domicilium citandi et executandi shall be those addresses of the Exhibitor and SA Tourism asrecorded on the face hereof.

9. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Republic of SouthAfrica and the parties submit to the jurisdiction of its courts

Acceptance and Confirmation

I have read and accept the attached terms and conditions.

Full Name:	Designation:		
Date:	Signature:		

Please return email a signed scanned copy to jordy@southafrica.net; cc to abby@southafrica.net