



Terms and Conditions of Participation



GOLF & LIFESTYLE
SHOW
2026

Definitions

1.1 Exhibition Services Management Company (ESMC) means Pommè Express.

1.2 "EXHIBITOR" means each company that has contracted to Pommè Express, for participation in an EVENT.

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

1.4 "FACILITY" means the exhibition space allocated for the specific EVENT by Pommè Express to and for the exclusive use by the EXHIBITOR in terms of the contract.

1.5 "CONTRACT" means the agreement concluded between Pommè Express 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. (Pommè Express) reserves the right to amend the event name at any time.

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.

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 thereunder may be ceded nor assigned to any other party without the prior written consent of (Pommè Express) 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 before the commencement of the EVENT may become entitled to a refund of any payments made upon the following basis.

2.4.1 Should notice of intended cancellation be received by (Pommè Express), the deposit of the full contract price shall constitute an agreed liquidated damages amount which (Pommè Express) shall be entitled to retain. The exhibitor shall forfeit the refundable deposit.

2.4.2 Should an EXHIBITOR seek to cancel the CONTRACT within two months or less prior to an EVENT, the EXHIBITOR will not become entitled to the refund of any monies, it being acknowledged that if (Pommè Express) 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 (Pommè Express).

2.5 Should (Pommè Express) elect to cancel the contract prior to the commencement of The EVENT (Pommè Express) will not be liable for any individual accounts/costs incurred by the EXHIBITOR.

2.6 This CONTRACT shall be governed by the laws of the Republic of South Africa.

2.7 Whilst every effort will be made to meet the requirements of exhibitors, (Pommè Express) 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 (Pommè Express).

2.8 Upon acceptance of the contract, the exhibitor agrees to abide by the show participation code of conduct. This includes, but is not limited to:

2.8.1 Maintaining all safety regulations pre, during and post the show.

2.8.2 Compliance to agreed noise-levels for participation.

2.8.3 Adherence to trading regulations onsite.

Reservation and contract benefits

3.1 Whilst the CONTRACT shall have become established as detailed in 2.1, all rights and benefits flowing from the contract, in favor of the EXHIBITOR, shall remain suspended until the EXHIBITOR shall have fully paid the agreed contract price to (Pommè Express).

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 (Pommè Express) to any alternate EXHIBITOR in its sole discretion and upon simple notice to that effect being given to the former EXHIBITOR.

3.5 Payment of the CONTRACT price shall be required to be made by the EXHIBITOR in strict compliance with the invoice terms, therefore issued by (Pommè Express).

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.

Breach

4.1 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.

4.1.1 Should the breach materialize within the period of two months before the commencement date of the Exhibition; 48 (forty-eight) hours.

4.1.2 Should the breach materialize during the Exhibition.

4.2 By virtue of the inherent nature of the Exhibition, time as contemplated in 4.1 is acknowledged by all parties to be of the absolute essence.

4.3 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 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.

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

4.5 The domicilium citandi et executandi shall be those addresses of the EXHIBITOR and (Pommè Express) as recorded on the face hereof.

5. Payments:

Early Bird Discount applicable, dependent on 100% payment received no later than 30 April 2026.

Standard Payment Terms:

- 60% on receipt of invoice
- 40% by 14 May 2026

6. Cancellation Terms:

- 100% cancellation fees apply should cancellations be noted from 17 April 2026
- 50% cancellation fees apply should cancellations be noted from 17 March 2026

Please note that you will not be allowed to exhibit if payment in full is not received. All payments to be made directly to (Pommè Express) as per invoice and payment dates.

Please use your company name as your reference.

Account Name: PGA Golf and Lifestyle

Bank: First National Bank

Account No: 63130097743

Branch code: 250655