



# BEACON BAY **Retail Park**

## *Court Space booking form*

Welcome to Beacon Bay Retail Park, an impressive open air Centre offering shoppers in the excess of 27 200m<sup>2</sup> of pure retail therapy to meet all your shopping requirements. From sporting outlets to fashionable outfits, from outdoor and DIY to daily fresh produce and eateries to delight.

Beacon Bay Retail Park, with over 50 fine stores, is a Small Regional Shopping Centre conveniently located in the expanding suburb of Beacon Bay, East London. Nestled next to the N2 Mthatha freeway, the Centre boasts an open-air and one-level shopping environment offering shoppers the utmost convenience, choice, completely free parking facilities and easy access to all stores while indulging in retail therapy.

Following years of retail success, family orientation and customer facilities are firmly understood and provided for by the Centre. With customer facilities including an abundance of free parking, complimentary Wi-Fi access, courtesy wheelchairs, parking bays for the disabled, lost property assistance and baby changing facilities.

The bright and airy design compliments the variety of stores and services offered at the Centre, where every opportunity to provide Convenience has been taken.

If you have any questions regarding your court space booking, please do not hesitate to contact the Centre Management Office.

Tel: 043-748 4660 | Fax: 043 - 748 4702 | E-mail: [DKapp@growthpoint.co.za](mailto:DKapp@growthpoint.co.za)



## RULES AND REGULATIONS APPLICABLE TO EXHIBITIONS

### A. GENERAL

1. **A four week lead time is required with all payments settled at least 14 days prior to the exhibition date**
2. **A booking is regarded as confirmed once:**
  - **The Applicant has signed the Agreement and issued it to the Centre's Property Administrator**
  - **The Agreement has been signed and accepted by the Centre Manager**
  - **The Shopping Centre's Property Administrator has received proof of payment and acknowledged acceptance thereof in writing.**
3. No Exhibitor will be permitted to set up if the court hire has not been paid for in full.
4. The Exhibition must be of a high standard and which, in the opinion of the Shopping Centre's Representative, must be in line with the image of the Shopping Centre. All signage must be of a professional standard, and the exhibition area well maintained for the duration of Exhibition. All display material and equipment required for the Exhibition is to be provided by the Exhibitor.
5. No material may be displayed on, or attached to any Centre property. Please do not apply any adhesives to the floor.
6. **No selling of merchandise / products is permitted from the Exhibition stand**, unless approved in writing by the Shopping Center's Centre Manager, prior to the Exhibition.
7. The Exhibition display is to be strictly contained within the allocated area and may not exceed the size of the Exhibition space allocated to the Exhibitor.
8. The use of audio visual equipment must be approved by the Shopping Centre's Property Administrator prior to its use. Noise levels must be kept to a minimum at all times. Should the noise levels become problematic and cause unnecessary nuisance to the patrons and/or other tenants, then the Shopping Centre's representative in his/ her sole discretion has the right to terminate power supply to the audio visual equipment.
9. Set-up is on the first day of the Exhibition unless otherwise agreed to in writing. Set-up must be completed half an hour before shopping or trading commences and dismantling / removal to be done after shopping Centre trading unless otherwise agreed to in special conditions.
10. The Exhibition must be **manned** at all relevant times during business hours (including holiday or extended trading hours) as follows:

Monday – Friday:	09h00 – 18h00
Saturday:	09h00 – 15h00
Sunday:	09h00 – 13h00
Public Holidays:	09h00 – 15h00

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11. The agents/employees/representatives of the Exhibitor manning the Exhibition are not permitted to tout for business for or approach shoppers or any member of the public. Shoppers need to approach the stand out of their own accord.
12. Exhibitors may not distribute pamphlets or flyers in the Shopping Centre or in the car park areas, save from the allocated Exhibition space.
13. No surveys by Exhibitors may be conducted inside or outside the Shopping Centre unless prior arrangements have been made with the Shopping Centre's Property Administrator.
14. The Exhibitor is responsible for the safety and security of the Exhibitors equipment and material. Additional security for the Exhibition can be arranged through the Centre's security contractor, which will be for the Exhibitor's account.
15. Vehicles, Bikes or Quad Bike Displays
  - 15.1. Vehicles are displayed at the Exhibitor's own risk.
  - 15.2. Vehicles must enter the Centre between 07h00 and 07h30 in the morning and exit after 18h30 on the last day of the exhibition.
  - 15.3. Security for the vehicles must be arranged with an external security company, prior to the commencing of the Exhibition.
  - 15.4. All vehicle alarms must be deactivated during the trading hours of the Shopping Centre.
  - 15.5. Vehicles must contain a maximum of five (5) litres of fuel while being exhibited.
  - 15.6. No revving of engines is allowed at any time.
  - 15.7. Should a vehicle be sold in the Exhibition Area, that vehicle may only be removed before or after trading hours, without exceptions.
  - 15.8. The Exhibitor must ensure that a suitably sized fire extinguisher is supplied for each vehicle, whilst on display.
  - 15.9. All health and safety requirements are to be pre-confirmed with the Centre Manager.
16. No sub-letting of the Exhibition Area is permitted.
17. It is the Exhibitor's responsibility to keep the Exhibition and Exhibition Area clean at all times.

**B. AESTHETICS**

18. Should an Exhibitor not comply with their original proposal and required standards are not met, the Shopping Centre Property Administrator reserves the right to cancel the promotion with immediate effect and with no refund of payment made.
19. No decor of the Shopping Centre (including but not limited to potplants and benches) may be used for the Exhibition.
20. All excess material and personal belongings of Exhibitors must be removed from the Exhibition Area or concealed from view. The Shopping Centre does not provide any storage facilities.
21. Any staff manning the Exhibition must be properly attired, well mannered, welcoming and trained in customer care.
22. No part of the Exhibition display material is to block Centre tenant signage or shop store fronts, or is to exceed 1.6m (one comma six meters) in height, unless agreed under special condition and approved by the landlord.
23. All Exhibition marketing material including tables and chairs are to be approved by the Shopping Centre Property Administrator prior to the commencement date of the Exhibition.
24. Eating is not permitted in the Exhibition area at any time.

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25. No banners or display material shall be permitted on any pillars or balustrades. All signage must be professionally printed, no hand written signs shall be permitted. All signage must be approved by the Shopping Centre's Property Administrator.
26. A detailed merchandise/service list is to be approved by the Shopping Centre's Property Administrator prior to the Exhibition.
27. All table coverings and flooring is to be approved by the Shopping Centre's Property Administrator.

**C. COMPLIANCE**

28. In the event of any fundraising Exhibitions, the Exhibitor must provide a fundraising number to the Shopping Centre Property Administrator, prior to the Exhibition.
29. The Shopping Centre Property Administrator reserves the right to cancel the Exhibition if any agent/employee/representative of the Exhibitor contravenes any of these Rules and Regulations.
30. If any cooking demonstrations are to take place, food is to be prepared under conditions as specified by the Department of Health. Prior written permission must be obtained from the Shopping Centre Property Administrator.
31. No counterfeit/illegal goods may be sold by the Exhibitor.
32. All electricity connections must be approved by the Shopping Centre's Centre Manager before commencing of the Exhibition. No electrical cables may be exposed to the public in any hazardous manner. All electrical cables must be taped down at all times. It is the Exhibitor's responsibility to make sure that an extension cord, if needed, is supplied and maintained at all times.
33. The Exhibition shall be signed off in accordance with the applicable Fire Regulations as well as Safety Regulations.

**D. LIABILITY**

34. If any part of the Exhibition, or the Shopping Centre, is damaged by or as a result of the Exhibition, the Exhibitor will carry the repair cost thereof.
35. The Exhibitor will be obliged to ensure that public liability insurance is in place prior to the commencement of the Exhibition, proof of which has to be provided prior to the commencement of the Exhibition or promotion. The Exhibitor will have to provide proof that such public liability cover is current and is paid in full. Dependent on the nature and content of the Exhibition, insurance requirements may be waived upon request and approval thereof.
36. The Exhibitor hereby indemnifies the Landlord, their employees, and agents from any claim of whatsoever nature directly or indirectly resulting from the event or occupancy of the Exhibition area. The Exhibitor shall be required to sign the Indemnity attached.
37. The Landlord will not be held liable for any damage or loss incurred whatsoever, as a result of the Exhibition. The Exhibitor will be held responsible for any damages that may occur.

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**BOOKING AGREEMENT FORM FOR 2017**

Exhibitor : \_\_\_\_\_  
 Contact Person & Position : \_\_\_\_\_  
 Postal Address : \_\_\_\_\_  
 Telephone number : \_\_\_\_\_ Fax number : \_\_\_\_\_  
 E-mail : \_\_\_\_\_

GENERAL

Courts requested : \_\_\_\_\_  
 Promotion dates : \_\_\_\_\_  
 Description of promotion : Products, activities, measurements, banners, general overview etc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Special requests (plug points) : \_\_\_\_\_

INVOICE DETAILS

Name of Company : \_\_\_\_\_ VAT number : \_\_\_\_\_  
 Booked by : \_\_\_\_\_ Payment method : \_\_\_\_\_  
 Signature : \_\_\_\_\_ Date : \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Agreed Dates : \_\_\_\_\_  
 Agreed Court : \_\_\_\_\_  
 Agreed Charge : \_\_\_\_\_

TERMS AND CONDITIONS

Due to availability, we cannot guarantee that the preferred venue will be allocated

50% deposit fee is payable immediately to confirm all bookings and the balance is payable by no later than 14 days prior to your exhibition. Please forward proof of payment to Centre Management, Beacon Bay Retail Park.  
**NO PAYMENTS WILL BE ACCEPTED IN CASH**

I hereby agree to initial all pages 1 – 6 and upon doing so, abide by the conditions as set out on the Rules and Regulations Sheet.

Exhibitor Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Centre Management Authorized Signature: \_\_\_\_\_ Date : \_\_\_\_\_

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**ANNEXURE C – INDEMNITY**

I / We the undersigned,

<b>FULL NAME &amp; DESCRIPTION OF EXHIBITOR (including TRADING NAME):</b>	
<b>IDENTITY / REGISTRATION NUMBER:</b>	

(hereinafter referred to as "**the Exhibitor**")

hereby indemnifies and holds harmless **Growthpoint Management Services Proprietary Limited**, Registration Number 2004/015933/07 ("**GMS**") in its capacity as duly appointed property manager, and **The landlord** (hereinafter collectively referred to as "**Growthpoint**"), against all and/or any liability, loss, costs (including but not limited to legal costs on the scale as between attorney and own client), damages or injury, to property and/or person, that may be incurred or sustained by any person whomsoever, from any cause whatsoever, including but not limited to the negligence and/or willful conduct of any person/entity for which **GMS and/or Growthpoint** would be liable and responsible for in terms of law, and also against any actions, legal proceedings and claims of whatsoever nature which may be instituted or made, arising out of, or in any way connected with any intra-mural or extra-mural Exhibition, demonstration, performance or other promotion whatsoever, either held by or organized by me/us at, in, or about, **Beacon Bay Retail Park**.

**SPECIAL CONDITIONS SUBJECT TO WHICH ACCESS WILL BE GRANTED:**

1. Proof of insurance in respect of public liability.
2. Compliance by Exhibitor with all reasonable / house rules applicable to Beacon Bay Retail Park. Non-compliance will result in the Exhibitor's staff being removed from the Shopping Centre.
3. No communication with Growthpoint tenants, unless prior approved in writing by Growthpoint.
4. No nuisance or damage is to be caused in any way to the Shopping Centre, Growthpoint's tenants, or their employees/visitors.

**SIGNED** at..... On.....

Witnesses:

1. ....

2. ....

.....  
being duly authorised

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