



NATIONAL ASSOCIATION  
OF MANAGING AGENTS  
SHAPING OUR PROFESSION

# 2019 NAMA NATIONAL CONFERENCE



## A NEW DAWN

*The way forward*



19-20 SEPTEMBER 2019  
THE BOARDWALK HOTEL  
PORT ELIZABETH

SPONSORSHIP AGREEMENT

# NAMA 2019 NATIONAL CONFERENCE SPONSORSHIP AGREEMENT

## AGREEMENT BETWEEN

NATIONAL ASSOCIATION OF MANAGING AGENTS

(Hereinafter referred to as NAMA)

AND

.....  
(Hereinafter referred to as SPONSOR)

### Standard Terms and Conditions

#### 1. DEFINITIONS

In these **Terms and Conditions**:

- 1.1 Unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:
  - 1.1.1 “**Sponsor**” means a **Company**, duly registered and incorporated as such in the Republic of South Africa and having registration number: \_\_\_\_\_, and shall include its successors-in-title;
  - 1.1.2 “**Cut-off Date**” means the date specified or such other date in the **Event Sponsorship form**;
  - 1.1.3 “**Event Sponsorship Form**” means NAMA’s sponsorship form in respect of the **Event** and includes the terms and conditions set out in the Sponsorship and Exhibitors prospectus, and being the form duly completed and lodged by the **Sponsor** with **NAMA** for the purposes of applying to sponsor the entire, or an aspect of, the **Event** in terms of these **Terms and Conditions**;

- 1.1.4 **“Final Payment Date”** means the date specified as such in the **Event Sponsorship Agreement**;
- 1.1.5 **“In Writing”** means a written letter, e-mail and/or other written document duly Issued and signed by one or more of its directors and/or senior managers who is/are duly authorised thereto;
- 1.1.6 **“Sponsor”** means the party sponsoring the entire, or an aspect of, the **Event** in terms of these **Terms and Conditions and the Sponsorship Prospectus**;
- 1.1.7 **“Sponsorship Fee”** means the amount payable, together with value added tax on such amount/s, for the sponsorship of the **Event** by the **Sponsor**;
- 1.1.8 **“Parties”** means the parties to these **Terms and Conditions**, being **NAMA** and the **Sponsor**;
- 1.1.9 **“Terms and Conditions”** shall mean this document, setting out the terms and conditions applicable to the agreement between the **Sponsor** and **NAMA**;
- 1.2 Subject to clauses 1.3 and 1.4 hereunder, defined terms appearing in these **Terms and Conditions** in title case and in bold shall be given their meaning as defined, while the same terms appearing in lower case and/or not in bold shall be interpreted in accordance with their plain English meaning.
- 1.3 The words “include” and “including” mean, “include without limitation”. The use of the words “includes” and “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.4 The word “clause” or “clauses” refer to clauses of these **Terms and Conditions**.
- 1.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.6 Reference to “days” shall be construed as calendar days unless qualified by the word “business” in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa. Any reference to “business hours” shall be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time shall be based upon South African Standard time.
- 1.7 Unless specifically otherwise provide, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.8 No provision herein contained shall be construed against or interpreted to the disadvantage of a **Party** because of such Party having or being deemed to have structured, drafted and/or introduced the provision.

## 2. **AGREEMENT**

The **Sponsor** agrees that:

2.1 these **Terms and Conditions**, together with all rules and/or regulations relating to the sponsoring of the event published by **NAMA** will govern the **Sponsor's** sponsorship of the **Event**;

2.2 any conflicting terms and/or conditions stipulated by the **Sponsor** are expressly excluded;

2.3 these **Terms and Conditions** supersede all previous terms, conditions and/or agreements relating to the sponsorship of the entire, or an aspect of, the **Event**;

## 3. **SPONSORSHIP CONFIRMATION AND PAYMENT OF SPONSORSHIP FEE**

3.1 The **Sponsor** will be entitled to apply to take up sponsorship in relation to the Sponsorship prospectus by providing **NAMA** with a signed **Sponsorship Agreement**; provided that **NAMA** shall not be obliged to accept any such application to sponsor, with the acceptance thereof being within its sole discretion and with the application to sponsor only deemed to be accepted by **NAMA** upon it notifying the **Sponsor In Writing** of its acceptance of such application to sponsor.

3.2 The **Sponsorship** shall be payable by the **Sponsor** to **NAMA** as follows:

3.2.1 50% of the sponsorship on receiving the signed agreement and invoice from **NAMA**.

3.2.2 Balance of the sponsorship 120 days before the **Event**.

3.3 The **Sponsorship** shall be payable by the **Sponsor** to **NAMA** by bank transfer or by direct deposit, paid into the official bank account of **NAMA**.

3.4 The **Sponsor** shall not be entitled to withhold payment of the **Sponsorship** for any reason whatsoever, including due to any dispute that may be pending between the **Parties**, nor shall the **Sponsor** be entitled to make any deduction from the **Sponsorship** or set-off any alleged claim against any amount/s, or any portion thereof, due by the **Sponsor** to **NAMA**.

3.5 **NAMA** shall be entitled, and reserves the right, at any stage prior to payment in full of the **Sponsorship**, together with the charges for those additional services, if any, requested by the **Sponsor**, to withdraw its acceptance of the **Sponsor's** application to sponsor the **Event** by notifying the **Sponsor In Writing** of its withdrawal of such acceptance, whereupon the **Sponsor** shall have no further right to sponsor any aspect of the **Event** and **NAMA** will refund to the **Sponsor** the

aggregate amount, if any received by it from the **Sponsor** in respect of the **Sponsorship**, less a 25% (TWENTY-FIVE PER CENT) handling fee, which handling fee the **Sponsor** hereby agrees to.

#### 4. **SPONSORSHIP EXPOSURE AND CONDUCT**

- 4.1 In return for payment of **Sponsorship** the **Sponsor** shall be entitled to the sponsorship exposure and rights specified in the **NAMA** Sponsorship Prospectus.
- 4.2 The **Sponsor** agrees that the purpose of the **Event** is the professional education of persons attending thereat and the **Sponsor** undertakes to conduct itself accordingly. **NAMA** reserves the right to determine eligibility of any **Sponsor**, product and/or service.
- 4.3 The **Sponsor** shall not dismantle any of its displays or marketing material permitted to be displayed at the **Event** or otherwise interfere with the orderly conduct of the **Event** until it is finally closed.

#### 5. **SPONSOR'S FURTHER AGREEMENT**

- 5.1 The **Sponsor** shall not use and/or permit the use of any of the rights and/or licences granted herein in a manner which in the reasonable opinion of the **NAMA** is or might be prejudicial or defamatory to the image and/or reputation of the **Event**, or **NAMA** or the venue at which the **Event** is being held.
- 5.2 **NAMA** and the Venue owns and/or controls the **Event** and the proprietary rights associated therewith and the **Sponsor** agrees that it has no right, title or interest thereto, warrants that it shall not seek to acquire any such right, title or interest thereto, nor shall it use the sponsorship rights granted to it in terms hereof save as authorised in these **Terms and Conditions** or as otherwise agreed to **In Writing** by **NAMA**, and the **Sponsor** shall not knowingly do or cause or permit anything to be done which may endanger such proprietary rights or the title thereto of **NAMA**.
- 5.3 The **Sponsor** shall:
  - 5.3.1 provide to **NAMA** for approval, such information and details as may reasonably be required including samples of any marketing material and any products which are to be promoted by the **Sponsor** at the **Event**; and
- 5.4 The **Sponsor** shall not share any of the rights and licenses granted to it herein and/or engage in joint promotions in relation to the **Event**, except with the prior written consent of **NAMA**.
- 5.5 The **Sponsor** warrants that it owns and/or is solely entitled to use its name/s, logo/s other material supplied in relation to the **Event**, and **NAMA** shall be entitled to require proof thereof;

- 5.6 The **Sponsor** shall not make and/or issue and/or cause to be made and/or issued any report and/or announcement to the press or media regarding its sponsorship rights in respect of the **Event** or the **Sponsor's** appointment as a sponsor of the **Event** except in a form approved **in writing** and in advance by **NAMA**.
- 5.7 The **Sponsor** shall exercise the rights and licenses granted at its sole risk and indemnifies and hold harmless **NAMA** with respect to all claims of, and liability to, third persons arising out of, or about, the exercise of such rights and licenses.
- 5.8 **The Sponsor confirm that the sponsorship taken does not provide any direct or indirect benefit, remuneration, compensation, commission or any monetary or reward to:**
  - **NAMA Directors**
  - **NAMA Staff**
- 5.9 No Exhibitor, Sponsor, NAMA Director or NAMA Staff Member will be eligible for any lucky draw prize.

6. **CANCELLATION POLICY**

- 6.1 Notification by the Sponsor of its wish to cancel its sponsorship of the event must be made in writing and sent to **NAMA** by e-mail or telefacsimile which notification must include all the relevant information regarding the bank account to which a possible refund may be remitted in the event of the Sponsor qualifying for a refund.
- 6.2 The **Sponsor** specifically recognises and agrees that **NAMA** will sustain losses in the event of the **Sponsor** cancelling its sponsorship, particularly where it fails to provide timely notice of cancellation, which losses include the inability to replace those cancelling, as well as advertising costs and harm to its credibility.
- 6.3 In the event of such written notification of wish to cancel being received by **NAMA** the **Sponsor** agrees to the following
 

Cancellation 120 days prior to the Event	70% refund
Cancellation 90 days prior to the event	50% refund
No Refund within 60 days prior to the event	
- 6.4 A cancellation by the **Sponsor** of its sponsorship of the **Event** will not be effective until an acknowledgment of cancellation is issued **In Writing** by **NAMA**.
- 6.5 In circumstances where the **Event** cannot be held or is postponed due to events and/or circumstances beyond the control of **NAMA** and/or due to events and/or circumstances which are

not attributable to the wrongful intent or gross negligence of **NAMA**, neither **NAMA** nor **The Sponsor** shall be liable for any direct and /or indirect damages, costs and/or losses incurred, including transportation costs, accommodation costs and/or financial loss.

## 7. SECURITY, INSURANCE AND NON-LIABILITY

7.1 The **Sponsor** acknowledges that the layout of the exhibition area and the large number of people attending the **Event** make it impossible for adequate security to be provided to protect the **Sponsor's** merchandise and other property. Furthermore, the **Sponsor** acknowledges that any security guards and/or storage areas provided at and/or for the **Event** may be inadequate, and that **NAMA** has made no representations regarding the adequacy of such security measures. **NAMA** therefore recommends that the **Sponsor** consults its own insurance representative to obtain appropriate insurance cover for the **Event**. It is confirmed in this regard that the **Sponsor** is responsible for taking, and is encouraged to take, precautionary measures for its own supplementary security

7.2 Neither **NAMA**, the **Event** nor any other party associated with the **Event** (nor any of their agents and/or representatives) will, under any circumstances, be liable for any injury, loss and/or damages, whether special, general, direct, indirect and/or consequential, suffered by the Sponsor, its employees, invitee, guests and/or customers, arising directly and/or indirectly from the **Event**.

## 8. PHOTOGRAPHS AND VIDEO RECORDINGS

The **Sponsor** hereby:

8.1 consent to **NAMA** and their representatives taking photographs and/or video recordings at the **Event** of all **Event** related activities and parties, including the **Sponsor**;

8.2 permits **NAMA** and/or their representatives to use and distribute such footage, which may feature images of the **Sponsor's** name/s and/or logo/s and/or its products, in advertising, promotions and/or other such marketing endeavours and/or documents of **NAMA** and/or their representatives, whether in hardcopy, electronically or otherwise;

8.3 waives its right to inspect and/or approve the photographs and/or video recordings and/or other finished products incorporating such graphics, including copies that may be created and/or appear in connection therewith.

## 9. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

9.1 The **Sponsor** hereby consents, in terms of Section 45 of the Magistrates Court Act, No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the **Sponsor**, notwithstanding that any action or proceeding arising here from would otherwise be

beyond the jurisdiction of such Court; provided that **NAMA** shall always have the right (at its election) to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of **NAMA** exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the **Sponsor** agrees that this shall have no adverse effect on **NAMA's** right to claim costs on the High Court scale as between attorney and own client.

## 10. OTHER TERMS AND CONDITIONS

- 10.1 The **Sponsor** shall comply with all fire laws, electrical codes and all other rules, regulations, codes and statutes with respect to its sponsorship of the **Event**, including the installation and/or disassembly of any of its marketing material at the **Event**.
- 10.2 The **Sponsor** shall further comply with all reasonable requests and/or instructions of **NAMA** and/or other party associated with the **Event** in any capacity, with respect to its sponsorship of the **Event**, including the installation and/or disassembly of its marketing material at the **Event**.
- 10.3 The **Sponsor's** sponsorship of, and marketing material at, the **Event** shall be conducted by the **Sponsor** in a decorous manner in order not to be objectionable to exhibitors, **NAMA**, **Event** delegates and/or the public.
- 10.4 **NAMA** reserves the right to remove and/or require changes to the **Sponsor's** marketing material at the **Event**, and/or to remove any of the **Sponsor's** personnel, agents, representatives, independent contractors, invitees, guests and/or customers who are deemed detrimental to the overall **Event** and/or its venue, sponsors and/or delegates, and/or to **NAMA** and/or the public.
- 10.5 The **Sponsor** assumes full responsibility and liability for the actions of its agents, employees, guests' invitees, customers and/or independent contractors, whether acting within or out of the scope of their authority and agrees to hold harmless any person or entity affected by such actions.
- 10.6 **Attendee List** – Any list of attendees provided to the **Sponsor** shall be kept strictly confidential by the **Sponsor** and retained securely and not distributed by it to other parties.
- 10.7 **NO ALCOHOLIC BEVERAGES MAY BE SERVED AT ANY EXHIBITION STAND**  
  
Any food or beverages may only be served by sponsors with prior written approval from **NAMA**.
- 10.8 Were an **Exhibition stand** is included in the sponsorship taken the **Sponsor** will have to sign an Exhibitors Agreement

## 11. VARIATION

- 11.1 These **Terms and Conditions** represent the entire agreement between the **Parties** in respect of the subject matter hereof.



- 11.2 No indulgence, extensions of time, relaxation and/or latitude of whatsoever nature which **NAMA** may show, grant and/or allow to the Sponsor shall constitute a waiver by **NAMA** or any of its rights and/or remedies or act as an estoppel against **NAMA** in respect of any of its rights and/or remedies.
- 11.3 If any of the provisions contained in these **Terms and Conditions** are invalid and/or unenforceable, these provisions shall be severable from the remainder of the provisions in these **Terms and Conditions**, and the remaining provisions shall remain valid and binding. The **Sponsor** agrees that each of the provisions of these **Terms and Conditions** shall be capable of being enforced, notwithstanding that any one or more of the provisions herein contained may not be capable of being enforced for any reason whatsoever.

### Acceptance of Agreement

I HEREBY AGREE TO THE NAMA 2019 NATIONAL CONFERENCE SPONSORSHIP TERMS AND CONDITIONS AS SET OUT IN THE SPONSORSHIP PROSPECTUS AND AGREEMENT AND GUIDELINES

#### SPONSOR

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(DULY AUTHORIZED THERE TO)

Name and Surname \_\_\_\_\_

Company \_\_\_\_\_

Position \_\_\_\_\_

Company Registration Number \_\_\_\_\_

Company VAT Number \_\_\_\_\_

#### NATIONAL ASSOCIATION OF MANAGING AGENTS

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Surname \_\_\_\_\_