TERMS AND CONDITIONS

The Terms and Conditions contained herein apply between Kungwini Welfare Organisation and, where applicable, authorised third-party service providers (hereinafter collectively referred to as "KWO") and the Exhibitor.

By accepting the Terms and Conditions electronically or otherwise, the Exhibitor confirms that they have read and understood the meaning and effect of their corresponding rights and obligations.

1. INDEMNITY

a. Notwithstanding any other express limitations of liability elsewhere in these Terms and Conditions, the Exhibitor, their employees or any other person acting on behalf of the Exhibitor acknowledges and agrees in general that neither KWO nor any of their shareholders, employees, agents, residents or representatives is liable for any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) including but not limited to theft, fire, breakage, storm damage, an act of God, which may be incurred by visiting, exhibiting or taking part in the Nickel Christmas Market.

b. Save as set out in these Terms, KWO makes no other warranties, representations, and/or guarantees, whether express, implied in law or residual, regarding the:
   i. Nickel Christmas Market;
   ii. the service provided through the Nickel Christmas Market; and/or
   iii. third-party services and/or products utilised by KWO during the Nickel Christmas Market, including during set-up and pack-up.

c. To the fullest extent permitted by law, the Exhibitor, their employees or any other person acting on behalf of the Exhibitor shall and undertake to defend, indemnify, and hold harmless KWO, including any of their shareholders, employees, agents, residents or representatives, and hereby disclaim all liability for:
   i. any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be suffered by the Exhibitor, their employees or any other person acting on behalf of the Exhibitor, as a result of, or which may be arising directly or indirectly from the Exhibitor's access to the KWO premises for participating in, exhibiting at or visiting the Nickel Christmas Market;
   ii. all liability, howsoever arising and of whatsoever nature, for the acts and/or omissions of any other Exhibitor;
   iii. any information, including but not limited to Personal Information in terms of the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA"), or material provided to or received from KWO;
   iv. the Exhibitor's use of third-party services and/or products rendered, supplied or provided by KWO at the Nickel Christmas Market; and/or
   v. the Exhibitor's reliance on any information provided by KWO, whether arising negligently or not.

d. Without limiting the generality of the foregoing, KWO or any of their shareholders, employees, agents, residents, or representatives shall not be liable for any:
   i. loss of business;
   ii. loss of data;
   iii. loss of profits;
   iv. failure and/or unavailability of the Point of Sale System for any reason whatsoever;

v. loss due to theft despite all reasonable precautions;
vi. loss due to removal, replenishment and/or placement of other Exhibitor's stock as contemplated herein;
vii. loss due to KWO not reasonably being able to proceed with the Nickel Christmas Market, for whatever reason;
viii. failure and/or delay by KWO or any third-party service provider to render any service which is necessary to ensure the operation and functionality of the Nickel Christmas Market; and/or
ix. any damages resulting from any injuries of whatever nature that occurred before, during or after the Nickel Christmas Market.

e. KWO provides a point-of-sale system for Exhibitors, who are required to input all products and prices online in the prescribed manner. KWO explicitly disclaims responsibility for any inaccuracies in details and prices. The Exhibitor solely bears the responsibility for ensuring the accuracy of information and prices entered into the Point of Sale System.
f. In the event that KWO will, at their sole discretion, not reasonably be able to proceed with the Nickel Christmas Market for whatever reason, the Exhibitor will not be entitled to any refunds for payments already made. In the event that refunds are to be made, such payments will be made at the sole discretion of KWO.

2. INSURANCE

a. Exhibitors are required to maintain their own comprehensive insurance coverage against any potential loss, liability, damage, or injury arising from their participation in the Nickel Christmas Market. Such insurance must be valid for the duration of the event and must cover all activities conducted by the Exhibitor on the premises. Failure to provide proof of adequate insurance may result in the Exhibitor's exclusion from the event.

3. KUNGWINI WELFARE ORGANISATION UNDERTAKES TO

a. promote the Nickel Christmas Market without any obligation to the Exhibitors;
b. not provide credit to any purchaser;
c. not provide warranties on behalf of the Exhibitor;
d. keep detailed records of sales;
e. not remove or tamper with the barcodes without the permission of the Exhibitor;
f. provide adequate security to members of staff and Exhibitors on duty;
g. approve goods to be sold at the Nickel Christmas Market in a timely manner and at the sole discretion of KWO. The decision to approve or not approve is final and not negotiable.

4. THE EXHIBITOR UNDERTAKES TO

a. be contactable via WhatsApp at all times
b. ensure their products display the correct barcode for the Nickel Market.
c. generate and print their own barcodes as per the point of sale requirements of the Nickel Market
    i. Nickel Market does not take any responsibility for the capturing of products or incorrectly barcoded products.
    ii. Products not barcoded correctly may be given to customers for free, should we not be able to find the product on the point of sale system.
d. utilise the Nickel Market point of sale to monitor their sales and ensure their stalls are restocked accordingly
e. not tamper with other exhibitors' products;
f. not obstruct fellow exhibitors' tables or stalls in any way;
g. abide by the table or stall space provided, as well as the requirements for display.
h. supply their own tablecloths that cover the table and hang down, touching the floor;
i. use raised displays – neat, tidy, presentable, alluring, colourful;
j. provide secure and sturdy stands;
k. not allow displays to lean against the walls or curtains;
l. ensure that the maximum height against a wall for a stand does not exceed 2 (two) meters;
m. ensure that the maximum height stacked on tables that are not against a wall does not exceed 70 (seventy) centimetres;
n. not overload tables, and KWO reserves the right to remove any items causing such overload;
o. make products easily accessible to visitors and for KWO to replenish stock as supplied;

p. have all products on the display as well as under the table or in storage properly marked, priced and barcoded;
q. not to add any products that have not been pre-approved by KWO;
r. keep displays fully stocked at all times for the duration of the Nickel Christmas Market;
s. not restock stall while the market is open to customers
t. tables and displays not fully stocked for the duration of the Nickel Christmas Market will be stocked with other exhibitors' stock. Please take note that such an event will reflect negatively on any future Exhibitor applications for the Nickel Christmas Market, and a 5% (five percent) penalty may be levied by KWO;
u. be responsible for loading their own products as well as printing and applying their own barcodes;
v. remove items during the Nickel Christmas Market without permission from KWO;
w. set-up and/or pack-up on the prescribed times and dates as allocated. Specific times will be allocated to exhibitors to ease traffic congestion on the premises. In general, set-up and pack-up will be between the following times:
    i. **Set-up: Monday, 23 November 2025, 09:00 – 15:00**
    ii. **Pack-up: Monday, 7 December 2025, 08:30 – 14:00**
x. **be aware that the VIP opening and the official start of the Nickel Christmas Market are on Tuesday, 24 November 2025.**

5. TABLE ALLOCATION

a. Exhibition spaces will be allocated according to pre-requested requirements in the Exhibitor's application and at the sole discretion of KWO as per available space;
b. KWO's decision regarding space allocation is final.

6. STALL FEES

a. Once an Exhibitor's application is approved, the stall fees become payable. In the event of Exhibitors not fulfilling their obligation to pay the stall fees by the invoice date, such Exhibitor's application will be cancelled and replaced.
    i. Exhibitors applying need to have a minimum income of R10 000 at markets to qualify for selection.
b. Exhibitor stall fees are **R1 500 per stall space plus 20%** (twenty percent) of the total sales turnover of the Exhibitor as a donation towards Kungwini Welfare Organisation.
    i. The Exhibitor must indicate if a table or only an exhibition space is required. The same stall fee and donation apply for both options.
    ii. Full stall fees are payable maximum 3 months after approval is received.
    iii. Stalls fees for stalls approved in August and September are payable in full before the end of September.
    iv. Proof of payments must be submitted to info@nickelmarket.co.za and contain the correct reference number for correct allocation of payments.
c. Food trucks and food stalls outside are **R1 500 per truck/stall**, for the duration of the Nickel Christmas Market
    i. Operational hours are 09:00 - 17:00
    ii. Food trucks that operate fully on gas will receive preference.
    iii. No food truck menus will be approved that will compete with any approved menu items of the Restaurant or other food trucks.
    iv. Outside food trucks will be required to be present every day of the Nickel Christmas Market, unless otherwise approved in writing by KWO.
    v. Only food vendors with a physical food truck will be allowed.
d. The restaurant does not pay a vendor fee. The restaurant will pay **18% of its turnover** after the Nickel Christmas Market.
    i. The restaurant will be required to utilise the card machines and point of sale as provided by Kungwini Welfare Organisation.
    ii. The restaurant will be required to cash up daily with the finance of KWO, declaring cash and card income.
    iii. The 18% will be deducted after reconciliation from the payout due to the restaurant vendor.

7. PAYMENTS TO EXHIBITORS

a. Upon receipt of confirmed sales figures of the Exhibitors, refunds will be processed and disbursed to the respective Exhibitors.

i. A 5% penalty will be deducted for exhibitors who are not able to maintain their stock levels for the duration of the market
ii. A 5% penalty will be deducted for exhibitors who do not have the Nickel Market barcodes on their products.
iii. Should another market's barcodes be on the products, the customer will receive that item at that price.
1. ***Exhibitors are strongly encouraged not to raise their prices for the Nickel Christmas Market, as customers know the products and want to know why it is more expensive at the Nickel Market than at other markets. Our lower fees allow the exhibitors to even charge less at the Nickel Market***

b. Payments will be issued solely to Exhibitors who have fully submitted the required Bank Confirmation.
c. KWO aims to complete refund processing within **three weeks** following the conclusion of the Nickel Christmas Market. No preferences will be given, and the necessary arrangements must be made by the exhibitor for other commitments they have.

8. TERMINATION OF AGREEMENT BY EXHIBITOR

a. Stalls cancelled in writing and accepted by KWO 2 (two) months prior to the Nickel Christmas Market will be refunded 50% (fifty percent) of their stall fee paid.
b. Stalls cancelled in writing and accepted by KWO 1 (one) month prior to the Nickel Christmas Market will not be refunded.

9. ARBITRATION

a. All disputes concerning or arising out of these Terms and Conditions exist once a Party notifies the others in writing of the nature of the dispute and requires the dispute to be resolved under this clause.
b. These clauses shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus, pending finalisation of the dispute resolution process herein contemplated, for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa
c. Any grievance concerning the interpretation of these Terms and Conditions or the rights and responsibilities of the parties must be submitted in writing and delivered to KWO within 24 (twenty-four) hours from the time the grievance arises.
d. KWO's Special Committee for the Nickel Christmas Market will attend to the grievance and reply as soon as possible.
e. If the Exhibitor is not satisfied with the outcome of the Committee, the Exhibitor must, in writing, request that the matter be referred to the Executive Board of Trustees of KWO; and
f. If the decision of the Board of Trustees is not accepted by the Exhibitor, then the matter will be referred to a senior advocate/auditor as indicated by KWO. This decision will then be binding on all parties concerned. In the event that an order is given against the Exhibitor, he/she will be liable for the costs of such advocate/auditor.

10. CLOSURE OF NICKEL CHRISTMAS MARKET

a. KWO reserves the right to close or suspend the Nickel Christmas Market for any reasonable reason, including but not limited to extreme weather conditions or situations posing any direct threat to visitors, residents, and/or staff.
b. Exhibitors shall not be entitled to claim a refund in such circumstances.

11. PARKING

a. Exhibitors are permitted to park inside the KWO grounds only during set-up, pack-up, and when replenishing stock.
b. Exhibitors attending the Nickel Christmas Market solely as visitors are expected to utilise the designated parking area allocated for all visitors.
c. Parking within the premises is undertaken at the Exhibitor's own risk, and the right of admission is reserved at all times.

12. EARLY APPLICATIONS

a. Exhibitors will only be able to apply once the online application process officially begins.

b. Any applications submitted before the official commencement of the online application process could not be considered.

13. CONSENT TO USE INFORMATION

a. The Exhibitor specifically give consent in terms of Section 69 of the Protection of Personal Information Act 4 of 2013 to KWO to process the Exhibitor's Personal Information as provided, for the purposes of direct marketing by means of electronic communication in respect of the Nickel Christmas Market; and
b. The Exhibitor understands that data will be used solely for the purposes for which it was provided and further understands that the Exhibitor may at any time unsubscribe from electronic communication.

14. GENERAL

a. These Terms and Conditions shall be governed in all respects by the laws of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
b. Any breach on the part of the Exhibitor in relation to the Terms and Conditions set out herein will result in KWO, in addition to the normal common law remedies, taking the necessary and appropriate legal action in any South African court with competent jurisdiction, without prior notice to the Exhibitor and the Exhibitor hereby agrees to reimburse KWO for any costs incurred in instituting legal action.
c. Except as explicitly stated otherwise, any notices shall be given by email to:
    i. for KWO: info@nickelmarket.co.za; and
    ii. for the Exhibitor, the email address that the Exhibitor has furnished to KWO during the application process.
d. Notice shall be deemed to be given 48 (forty-eight) hours after an email is sent unless the sending Party is notified that the email address is invalid.
e. Alternatively, KWO may give the Exhibitor notice by registered mail to the address that the Exhibitor has provided to KWO. In such a case, notice shall be deemed given 7 (seven) days after the date of mailing.
f. The Exhibitor acknowledges that all agreements, notices or other communications required to be given in terms of the law or these Terms and Conditions may be given via electronic means, including but not limited to email, and that such communications shall be deemed to be given “in writing”.
g. Notwithstanding anything to the contrary, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.
h. KWO does not act as the Exhibitor’s agent, nor is there any relationship of joint venture or partnership established between KWO and the Exhibitor.
i. The Parties hereby acknowledge that due to the nature of the relationship, they may have access to confidential information of the other and be in a position to affect the business of the other Party negatively and as such undertake to act towards each other with the utmost good faith and in strict confidence.
j. KWO may at any time modify, amend, suspend, replace or substitute any clauses herein.
k. Any amendment to the Terms and Conditions shall be effective as soon as such amendment is reduced to writing and sent to the Exhibitor by email.
l. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and Conditions and the remaining provisions shall be enforced to the full extent of the law.
m. KWO’s failure to act with respect to a breach by the Exhibitor or others does not constitute a waiver of KWO’s right to act with respect to subsequent or similar breaches.
n. Any indulgence of extension of time granted to the Exhibitor shall not be construed as a waiver or variation of any of KWO’s rights or remedies in these Terms and Conditions or in law.
o. The Exhibitor shall not be entitled to cede or assign any rights or delegate any obligations that the Exhibitor may have in terms of these Terms and Conditions to any third party without the prior written consent of KWO.
p. These Terms and Conditions embody the entire undertaking of the Parties, and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

THE TERMS AND CONDITIONS ARE ACCEPTED ONLINE AND ARE BINDING WHEN ACCEPTING IT ON COMPLETION OF THE APPLICATION AND BEING APPROVED FOR THE NICKEL CHRISTMAS MARKET.