

TERMS & CONDITIONS

THE SMALL PRINT

1. DEFINITIONS

1.1. In these Terms: Conservation Lab means We Are Africa (Pty) Ltd the company We Are Africa (Pty) Ltd and its officers, employees and/or agents; Event means the Conservation Lab conference taking place from 15-17 May 2020 at the Spier Hotel & Wine Farm in Stellenbosch, South Africa and organised by We Are Africa (Pty) Ltd; Participant means the person who was invited by We Are Africa (Pty) Ltd to attend the Event as a Participant on a Fee paying basis. Contract means the online application form submitted by the Participant, which has been confirmed and accepted by email by We Are Africa (Pty) Ltd; Fee means the charges payable by the Participant as specified in the Invitation and application process; The Cancellation Fee means the charges payable by the Participant under the Contract as specified in clause 6.2; ZAR means South African Rands/ GBP means Great British Pounds; Force Majeure means, in relation to Conservation Lab, any circumstances beyond the reasonable control of We Are Africa (Pty) Ltd including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist or other similar purposes, biochemical attacks, cyber-attacks, national mourning, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations; Terms means these terms and conditions and the terms, if any, set out overleaf; Official Programme means the programme of events organised or arranged by We Are Africa (Pty) Ltd details of which shall be made available at least 2 weeks prior to the start of the Event; Rules & Regulations means the rules of the Venue where the Event is taking place and provided to the Participant from time to time;

2. TERMS OF THE CONTRACT

- 2.1.** These terms and the Application & Contract form overleaf constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 2.2.** Any changes or additions to the Contract or the Terms must be agreed in writing by Conservation Lab. Conservation Lab may, from time to time, vary or amend these Terms, provided that such variations or amendments do not operate to diminish the rights reserved to the Participant under the Contract, and shall not operate to increase the liabilities of Conservation Lab or its agents.
- 2.3.** Any changes or additions to the Contract shall only be binding when agreed in writing and signed by We Are Africa (Pty) Ltd. We Are Africa (Pty) Ltd may, from time to time, vary or amend the

Contract by notice in writing to the Participant provided that such variations or amendments shall not operate to diminish the rights reserved to the Participant under the Contract or to increase the liabilities of the Participant or We Are Africa (Pty) Ltd.

3. FEES

- 3.1** The Participant shall pay the Fee in accordance with this clause 3.
- 3.2** Subject to clause 3.3, We Are Africa (Pty) Ltd shall invoice the Participant for the Fee on the Commencement Date or as soon as possible thereafter. The balance of the Fee shall be invoiced no later than 90 days prior to the start of the Event.
- 3.3** If the Commencement Date is less than 90 days prior to the start of the Event, We Are Africa (Pty) Ltd shall invoice the Participant as soon as possible thereafter.
- 3.4** All invoices will be payable by the Participant within 30 days of the date of the relevant invoices and subject to value added tax at the prevailing rate (if applicable). However, if the Commencement Date is less than 90 days prior to the start of the Exhibition, payment of the Fee will be required immediately by return.
- 3.5** The Participant shall not be permitted to participate in the event unless payment in full and in cleared funds has been made of the Fee prior to commencement of the Event.
- 3.6** All payment of Fees must be paid by bank transfer to the nominated account of We Are Africa (Pty) Ltd and no payment will be accepted by credit card or cheque.

4 TRAVEL AND ACCOMMODATION

- 4.1** Conservation Lab will provide up to 2 nights accommodation (15 May and 16 May 2020) only for Participants. All Participants' accommodation will be on a single occupancy basis and is fully inclusive. Conservation Lab will not be responsible for extra room costs incurred during the stay (i.e. room service, spa, mini bar, dry cleaning, etc.). Any extension to the stay prior to 15 May 2020 or after 17 May 2020 after breakfast time or any change from single occupancy to double occupancy shall be at the Participant's own cost and will be charged directly by the hotel to the Participant on check-out. Conservation Lab will endeavour to take into account the Participant's preferences when allocating rooms.
- 4.2** As Conservation Lab is being charged for the Participants accommodation during the event, should the Participant choose to change their accommodation, this should be arranged at the sole discretion of the Participant and the Participant should seek to arrange alternative accommodation at their own cost. Any cancellation fees will be fully charged to the Participant. Should the Participant succeed in securing availability in another hotel, the Participant shall remain liable for their full event Fee and should inform the Conservation Lab immediately of these changes.
- 4.3** Neither Conservation Lab nor its agents shall be required to assist the Participants to obtain any documents necessary (including passport, Visa etc) for entry into the country where the Event is to be held. Any failure of the Participant to obtain any such documents

from the relevant authorities shall not constitute frustration of the contract.

- 4.4** Participants are responsible for all their own travel arrangements transfers and related costs, including flights and airport transfers, to and from the venue for the event.

5 CANCELLATION

- 5.1** By signing and agreeing to the contract, the Participant agrees to the policy below regarding any cancellation that should occur within the specified dates.
- 5.2** The Participant may cancel their place in the Participant Program in entirety, without incurring any cancellation fees, by giving prior notice in writing to Conservation Lab before the 1st Feb 2020. Between the 1st Feb and 1st March 2020 the Participant, will be liable for a Cancellation Fee equal to ZAR 1850/ GBP 105. If the Participant has paid a registration fee to attend Conservation Lab then ZAR 1850/ GBP 105 will be deducted from their fee refund. Between the 2nd Feb 2020 and 1st March 2020, the Participant will be liable for a Cancellation Fee equal to ZAR 7400/ GBP 425. If the Participant has paid a registration fee to attend Conservation Lab then ZAR 7400/ GBP 425 will be deducted from their fee refund. Between the 2nd March and 9th May 2020 or if the Participant is a no-show, the Participant be liable for a Cancellation Fee equal to ZAR 18500/ GBP 1059. If the Participant has paid a registration fee to attend Conservation Lab then ZAR 18500/ GBP 1059 will be deducted from their fee refund.
- 5.3** Conservation Lab shall be entitled to charge a Cancellation Fee equal to the value of ZAR 18500/ GBP 1059 should the Participant fail to attend one or more of the events on the Conservation Lab official program. The Participant may avoid the Cancellation Fee if they can be replaced by a person with the equivalent role and seniority within their organisation. However, any cost incurred in the replacement of an airline ticket or in processing a name change for that ticket will be charged directly to the Participants.
- 5.4** The Cancellation Fee should be payable to Conservation Lab within 14 days of receipt of an invoice. If the Participant fails to do so, Conservation Lab will suspend any further invitation to the Participant and to their company and blacklist them for any further Event organised by We Are Africa (Pty) Ltd.
- 5.5** Conservation Lab may (without limiting any other remedy) at any time terminate the contract by giving written notice to the Participant if the other commits any breach of these terms and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6 INDEMNITY

- 6.1** The Participant shall indemnify and hold harmless We Are Africa (Pty) Ltd against any loss, damages, costs, expenses or other claims arising from:
- a.** breach of these terms by the Participant or any person
 - b.** acts or omissions of the Participant or its employees, whether negligent or otherwise

7 LIMITATION OF LIABILITY

- 7.1** Conservation Lab accepts no responsibilities from the following: Participants missing their flights; flight cancellations or delay; Participants not having the proper documentation (including Visa, ESTA, etc.) to enter the territory of the USA; insolvency and failure of any airline or hotels; loss or delay of baggage or excess luggage charge.
- 7.2** The Participant is required to obtain before entering into this contract adequate medical and travel insurance (cancellation).
- 7.3** Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither Conservation Lab or its servants or agents shall be liable to the Participant by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Conservation Lab, its servants or agents or otherwise) which arise out of or in connection with the Event (including any delay or cancellation of the Event).
- 7.4** Neither Conservation Lab nor the Venue operator nor their agents, nor contractors nor employees shall have any liability, direct or indirect, consequential or special, for any loss or damage or delay incurred by the Participant arising:
- a.** as a result of an act of Force Majeure
 - b.** in relation to the movement of freight to and from the Venue
- 7.5** If the Event is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Event as a result of:
- a.** an act of Force Majeure; or conflicts or misinterpretations arising with the national or local authorities of the host county, its sponsors, agents or other bodies regarding any and all aspects of the Event, then neither Conservation Lab nor any of its agents shall have any liability for any loss, damage or delay to the Participant arising as a result of such circumstances. Conservation Lab shall be entitled, but not obliged, to reschedule the Event to another date and/or at an alternative site.

8 INSURANCE

8.1 The Participant is responsible for arranging its own insurance in relation to its employees, property and other equipment for which it is responsible and its participation expenses in case of cancellation, etc.

9 TAX

9.1 All Participants are fully responsible for their own tax liabilities as required by local governing authorities. We Are Africa (Pty) Ltd has no responsibility for the relevant tax process. This is a matter exclusively between the participating Participant and the relevant local authorities.

9.2 We Are Africa (Pty) Ltd reserves its right to charge tax on the Fee depending on the tax situation of the Participant and its country of residence.

10 USE OF DATA

10.1 An official catalogue of Participants will be issued by We Are Africa (Pty) Ltd to all Participants. We Are Africa (Pty) Ltd does not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.

10.2 The Participant hereby consents to its personal information being displayed in the official catalogue.

10.3 The Participant hereby consents to be photographed or videoed by a camera during its participation at the Exhibition and acknowledges that the resulting material could be used by We Are Africa (Pty) Ltd for promotional purposes on print, on the internet and on electronic format at We Are Africa (Pty) Ltd's absolute discretion.

11 GENERAL

11.1 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

- 11.3** Private events should not be planned at any time during the official event Programme
- 11.4** Family members or life partners, junior staff, students, children, advertising sales staff or non delegates are prohibited from attending any of the official functions or Conservation Lab Event.
- 11.5** The Conservation Lab is for senior management only. Conservation Lab reserves the right to refuse entry to any junior staff.
- 11.6** The Contracts (Rights of Third Parties) act 1999 shall not apply to the contract.
- 11.7** This agreement shall be governed by and construed according to English Law. Any dispute between the parties under this Agreement is hereby submitted to the jurisdiction of the English Courts.

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