



# BUYER TERMS AND CONDITIONS

## 1. DEFINITIONS

In these terms & conditions: "We Are Africa" means We Are Africa Shows Ltd, a company registered in the UK, being the company operating the exhibition in South Africa under licence from Beyond Luxury Media Ltd.; "Exhibition" means the We Are Africa show taking place from 13 - 16 May 2019 in Cape Town and surrounds; "Buyer" means the person whose details are set out overleaf and who was accepted by We Are Africa to attend the Exhibition as a buyer where in some cases complimentary accommodation and flights for first time buyers to the show, will be provided by We Are Africa; "Appointment System" means the online appointment system operated by We Are Africa; "Invitation & Contract" means the invitation & contract signed by the Buyer; Contract consisting of the terms and the Invitation & Contract means the contract between the Buyer and We Are Africa whereby We Are Africa has agreed to allocate a place to the Buyer for the purpose of attending the Exhibition, as set out on this application form; "Cancellation Fee" means the charges payable by the Buyer under the Contract as specified in clause 5.2; "Official evening functions" means ONLY functions organised by We Are Africa; "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party 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, biochemical attacks, cyber attacks, national mourning or other similar purposes, 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; "Venue" means the site at which the Exhibition is to be held. "Flight Cost" means the cost of the flight provided by We Are Africa to the Buyer on a complimentary basis (if applicable). "Hotel Cost" means the cost of the Hotel provided by We Are Africa to the Buyer on a complimentary basis. "VAT" means Value Added Tax; ZAR and the "R" symbol means South African Rand;

## 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 We Are Africa. We Are Africa 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 Buyer under the Contract, and shall not operate to increase the liabilities of We Are Africa or its agents.
- 2.3 The fully hosted buyer invitation is offered here subject to availability at time of signing by the Buyer having fully read and understood the terms and conditions of the contract.

## 3. OFFER PROPOSED BY WE ARE AFRICA TO THE BUYER

- 3.1 Buyers hosted by We Are Africa for We Are Africa will receive the following:
  - i. Access to the exhibition from Monday 13 May to Thursday 16 May 2019
  - ii. Pre-scheduled appointments on Tuesday 14 May, Wednesday 15 May and Thursday 16 May 2019
  - iii. Participation in FUSE, We Are Africa's un-conference on Monday 13 May 2019
  - iv. Up to 3 networking parties as according to the official schedule
  - v. 4 official networking lunches

- vi. 4 nights' accommodation on a bed and breakfast basis in one of We Are Africa's selected partners hotels only from Monday 13 May 2019 (check in) to Friday 17 May (check out).

#### **4. BUYER OBLIGATIONS**

As a condition to receiving the services provided by We Are Africa, Buyers hosted by We Are Africa will be required to adhere to the following:

- 4.1 The Buyer has a duty and is obliged to actively take part in submitting, accepting and approving pre-scheduled meetings and therefore also has a duty, and is obliged to attend all pre-scheduled meetings arranged. The Buyer is also obligated to attend the exhibition and all social events according to the official programme of the Exhibition. To clarify, alongside attendance at the exhibition buyers are also expected to be present at the opening un-conference and all of the evening parties. Failure to do so may result in action taken in accordance with clause 5.6
- 4.2 The Buyer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors or fellow Buyers throughout their entire stay at the exhibition. Failure to comply with this requirement may result in action taken in accordance to the clause 5.6 and/or exclusion from the exhibition and future events organised by We Are Africa, without refund of any sums that may have already been paid by that person.
- 4.3 The Buyer shall not leave the Exhibition prior to the official close of the Exhibition.
- 4.4 The Buyer is prohibited to display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audio-visual will be conducted without the prior written consent of We Are Africa.
- 4.5 The Buyer shall comply with all reasonable instructions of We Are Africa, the venue operator and statutory regulations and the rules & regulations.
- 4.6 If the Buyer fails to attend any pre-scheduled appointments with an exhibitor on site at the exhibition the Buyer will be liable to an immediate penalty charge of ZAR 1,800 per appointment missed. Penalty payments must be settled with We Are Africa within 14 days of the exhibition.

#### **5. TRAVEL AND ACCOMODATION**

- 5.1 We Are Africa will not provide any flight credit to hosted buyers, and travel costs are completely at the buyers cost
- 5.2 We Are Africa will provide up to 4 nights' accommodation in Cape Town between 13 May 2019 (check in) and 17 May 2019 (check out). All hosted Buyers' accommodation will be on a single occupancy basis and will include breakfast and taxes. We Are Africa will not be responsible for extra room costs incurred during the stay (i.e. room service, spa, mini bar, dry cleaning, etc.). Any room upgrade will be solely at the discretion of the hotel management. Any extension to the stay prior to 13 May 2019 or after 17 May 2019 or any change from single occupancy to double occupancy shall be at the Buyer's own cost and will be charged directly by the hotel to the Buyer on check-out.
- 5.3 If the hosted buyer fails to check-in to the hotel they have been allocated within 24 hours of their scheduled check in on Monday 13th May and does not inform the hotel and We Are Africa of their change of plans, they will be charged R3,500 for each 'no show' nights incurred.
- 5.4 If the hosted buyer cancels their hosted hotel room within 7 days of check in they will be charged ZAR 3,500 as a penalty charge for the no show.
- 5.5 The choice of hotel is at the sole discretion of We Are Africa, although We Are Africa will endeavor to take into account the Buyer's preferences when allocating rooms.
- 5.6 Should the Buyer choose to change their accommodation during the week of the show, this should be arranged at the sole discretion of the Buyer and the Buyer should seek to arrange alternative accommodation at their own cost. Should the Buyer succeed in securing availability in another of We Are Africa's Partner hotels, the

Buyer shall remain liable for the cost of their new accommodation and should inform We Are Africa immediately of these changes.

- 5.7 Buyers who decide not to take the hosted accommodation option must inform We Are Africa of their hotel arrangements no later than 5 February 2019.
- 5.8 transfer be required; in the unfortunate event a buyer misses these transfers they will be expected to arrange their own transport to the venues as attendance is mandatory.
- 5.9 Neither We Are Africa nor its agents shall be required to assist the Buyers to obtain any documents necessary (including passport or Visa) for entry into the country where the exhibition is to be held. Any failure of the Buyer to obtain any such documents from the relevant authorities shall not constitute frustration of the contract. The Buyer, however, may substitute another person to take the hosted place, subject to approval of such person by We Are Africa. In the event of such substitution, the Buyer shall remain primarily liable to We Are Africa under the contract. The cost of the additional flight ticket for the Buyer's replacement, or costs for changes to existing flight ticket, will be covered in full by the Buyer.
- 5.10 The Buyer is responsible for arranging their own transfers to and from the airport for all arrivals and departures. Transfers to the event and official We Are Africa evening parties will be provided at pre-scheduled times should a transfer be required; in the unfortunate event a buyer misses these transfers they will be expected to arrange their own transport to the venues as attendance is mandatory.

## 6. FEES

- 6.1 There is no participation fee relating to the offer made to invited buyers outlined in clause 3.1
- 6.2 Hosted Buyers may apply to purchase an additional delegate badge for a second attendee from their company . If the application is accepted the cost will be ZAR 22,499 (plus VAT if applicable) per person.
- 6.3 Hosted Buyers may apply for a FUSE extender pass including additional 1 night of accommodation on Sunday 12 May 2019. The cost for a FUSE extender pass is ZAR 3499 (plus VAT if applicable) per person.
- 6.4 Attendees who apply to attend the exhibition as part of the Regional Buyer Program will be charged a participation fee of ZAR 11,999 plus VAT if applicable) per person should their application be successful.
- 6.5 All fees need to be settled in full within 10 days of receipt of invoice.

## 7. CANCELLATION

- 7.1 By signing and agreeing to the contract overleaf, the Buyer agrees to the policy below regarding any cancellation that should occur within the specified dates.
- 7.2 The Buyer may cancel their place in the Buyer Programme in entirety, without incurring any cancellation fees, by giving prior notice in writing to We Are Africa before 1 February 2019. After this date, any cancellation received will incur a cancellation fee. Between 1 February and 28 February 2019 the Buyer will be liable for a Cancellation Fee of ZAR 5,000. Between 1 March and 1 April 2019 the Buyer will be liable for a Cancellation of ZAR 7,800. Between 2 April and 13 May 2019 the Buyer will be liable for a ZAR 13,000 cancellation fee.
- 7.3 We Are Africa shall be entitled to charge a Cancellation of ZAR 13,000 and cancel the Buyer's place at We Are Africa 2019 as well as their company's participation in any future events, should the Buyer fail to attend one or more pre- scheduled meetings, attend functions held by 3rd parties on nights when official exhibition functions are taking place, is a no-show to the exhibition or is seen to be selling to Exhibitors or fellow Buyers.
- 7.4 The Buyer may avoid the Cancellation Fee if they are able to be replaced by a person with an 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 Buyer.
- 7.5 The Cancellation Fee should be payable to We Are Africa within 14 days of receipt of an invoice. If the

Buyer fails to do so, We Are Africa will suspend any further invitation to the Buyer and to their company for any further Exhibition organised by We Are Africa.

- 7.6 We Are Africa may (without limiting any other remedy) at any time terminate the contract by giving written notice to the Buyer 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.
- 7.7 We Are Africa reserves the right to cancel the invitation and contract in full if confirmation of participation by the Buyer is not received subject to available spaces remaining on the program. No reimbursement will be offered for any flights, accommodation booked or arrangements made to attend the show while the contract remains unsigned.
- 7.8 The Buyer may cancel an additional delegate badge order by giving prior notice in writing to We Are Africa at least 30 days prior to the start of the Exhibition without penalty. Where such notice is received by We Are Africa less than 30 days prior to the start of the Exhibition, the Buyer will be liable for 50% of the cost of the badge.

## **8. INDEMNITY**

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

## **9. LIMITATION OF LIABILITY**

- 9.1 We Are Africa accepts no responsibilities from the following; Buyers missing their flights; flight cancellations or delays; Buyers not having the proper documentation (including Visa, ESTA, etc.) to enter the territory of the South Africa; Insolvency and failure of any airline or hotels; loss or delay of baggage or excess luggage charge.
- 9.2 The Buyer is required to obtain before entering into this contract adequate medical and travel insurance (cancellation).
- 9.3 Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither We Are Africa or its servants or agents shall be liable to the Buyer 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 We Are Africa, its servants or agents or otherwise) which arise out of or in connection with the Exhibition (including any delay or cancellation of the Exhibition).
- 9.4 Neither We Are Africa 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 Buyer arising: a) as a result of an act of Force Majeure; b) in relation to the movement of freight to and from the Venue.
- 9.5 If the Exhibition is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Exhibition as a result of: a) an act of Force Majeure; or b) 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 Exhibition, then: c) Neither We Are Africa nor any of its agents shall have any liability for any loss, damage or delay to the Buyer arising as a result of such circumstances; d) We Are Africa shall be entitled, but not obliged, to reschedule the Exhibition to another date and/or at an alternative site.
- 9.6 References in We Are Africa's marketing materials to "Guaranteed business Meetings with Exhibitors" or "Target Selected Suppliers" shall imply an obligation on We Are Africa to use all reasonable endeavour to provide such services to Buyers. However, if We Are Africa is unable to honour such guarantees, such failure shall not constitute a breach by We Are Africa of the contract.

## 10. GENERAL

- 10.1 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.
- 10.2 The Buyer agrees to give We Are Africa their consent under privacy laws to give their personal information to exhibitors through all networking mediums.
- 10.3 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.
- 10.4 The Buyer agrees to give We Are Africa their consent under privacy laws to be photographed or videoed by a camera during their participation at our event and that the resulting material could be used for promotional purposes on print, on the internet and on electronic format.
- 10.5 We Are Africa is happy for private events to take place during the Exhibition, so long as the number of Buyers invited does not exceed 20 and provided they do not clash with the official programme. Any company hosting a private event that clashes with an official element of the event or that has invited more than 20 Buyers will have their registration(s) revoked and will be refused entry to all business and social events throughout the event.
- 10.6 From time to time private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility of We Are Africa and We Are Africa cannot facilitate entry or access to any of those events.
- 10.7 We Are Africa does not allow any family members or life partners, junior staff, students, children, advertising sales staff or non-delegates to attend any of the official functions or the We Are Africa exhibition.
- 10.8 We Are Africa is for senior management only. We Are Africa reserves the right to refuse entry to any junior staff.
- 10.9 The Contracts (Rights of Third Parties) act 1999 shall not apply to the contract.
- 10.10 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. Terms & Conditions stated above. I acknowledge and agree that when I receive email confirmation of inclusion onto the Buyer Programme for We Are Africa this form will constitute a contract to attend with the same Terms and Conditions applying. I hereby confirm that by completing this We Are Africa registration form I certify that I have read and agree to all the Terms & Conditions stated in the above link. I acknowledge and agree that when I receive email confirmation of inclusion onto the Hosted Press Programme for We Are Africa that this form will constitute a contract to attend with the same Terms and Conditions applying.

## CONTACT US ON

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