

Via Africa conferencing



General Terms and Conditions

This document (together with the documents referred to in it) tells you the terms and conditions on which we supply any of the Lowveld Lifestyle Exhibition (Pty) Ltd, trading as Via Africa Conferencing ('VAC') services listed on our website www.viaafrica.co.za ('the Website') and agreed upon with you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Services. You should understand that by ordering any of our Services, you acknowledge that you have read, understand and agree to be bound by these terms and conditions ('the T&C').

APPLICATION

All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered and/or goods supplied by or on behalf of VAC ('the Services') are subject to the T&C as well as the terms and conditions of various third party providers of services and/or goods (e.g. venues, transporters, caterers, airlines, tour operators, hotels etc.) who the Company requests on your behalf to render services or provide goods to you (see re such suppliers below: 'Third Party Suppliers' and 'Third Party Supplier T&C'). Please note that even of the aforesaid liaison with VAC does not culminate in the booking of an event, the Conditions will apply to all enquiries addressed to and/or advice, quotations or estimates provided by or discussed with the Company.

THE CLIENT AND AUTHORITY

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods provided, is deemed to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation or booking of an event is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

THIRD PARTY SERVICE AND PRODUCT PROVIDERS

The Clients are provided with various services and/or goods either itself or by Third Party Suppliers who it engages to meet the Client's requirements for the event that it has booked. Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of its obligations.

INFORMATION ABOUT US

VAC's office is at 30 Saturn Street, Nelspruit 1200. The directors are Marcia Mabuza and Katherine Fiona Knott.

DATA PROTECTION NOTICE

If you have registered for an event with VAC, we will hold your contact details on our database. Your data will never be sold or released to a third party to use for their own purposes. VAC will retain your data and will use it only to communicate with you on VAC-related issues and to provide information that may be of use to you for the future. **Details of our Privacy Policy can be seen on the Website.** You should understand that by ordering any of our Services, you acknowledge that you have been informed by VAC as to the processing and further processing of your personal information (All terms as defined in the Protection of Personal Information Act, Act 4 of 2013 – ‘the POPI’) and that your consent thereto, which you will be deemed to have given by ordering any of our Services in is a ‘voluntary, specific and informed expression of will’ as defined in the POPI.

OUR LIABILITY REGARDING YOUR PURCHASE OF SERVICES

We will not be liable for losses and/or damages that result from our failure to comply with these terms and conditions that fall into the following categories:

- Loss of income or revenue;
- Any indirect, economic or consequential loss or damage;
- Loss of business;
- Loss of profits;
- Loss of anticipated savings;
- Loss of or damage to data; or
- Waste of management or office time.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“Force Majeure Event”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks;
- the acts, decrees, legislation, regulations or restrictions of any government; and
- acts of God and *casus fortuitous*: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- war, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- the outbreak any life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- any other event that is due to an irresistible force, unavoidable and external accident;
- breakdown of public services and amenities; and
- national and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary.

The geographic location, origin and/or epicenter of any of the above is irrelevant as the only yardstick is the impact on the contractual obligations of the parties.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will advise you as soon as possible about a Force Majeure Event and use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

SEVERANCE

If any part of these terms and conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these terms and conditions will not be affected.

STATUTORY RIGHTS

These terms and conditions are in addition to your statutory rights as a consumer, which remain unaffected. However, you should bear in mind that if you are a juristic person with an annual turnover or asset value above R2 million (Two Million Rand) (as amended from time to time) you will only have limited rights in terms of the Consumer Protection Act, Act 68 of 2008 ('the CPA').

LIABILITY AND INSURANCE COVER

VAC has public liability insurance cover. This insurance covers VAC for damages which VAC shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person, or accidental loss of or physical damage to tangible property which occurred in the course of or in connection with the business of VAC within the territorial limits. The cover is subject to the limitations and terms and conditions of the aforesaid cover.

PERSONAL TRAVEL INSURANCE

Personal travel insurance is strongly recommended to delegates since VAC acts as an agent only in securing hotel accommodation, transport and travel services. Under no circumstances shall VAC be liable for any injury, damage or loss caused by any accident, delay or irregularity of any kind whatsoever arising from the arrangements made by contractors, third party suppliers or their employees or resulting from the commissions or omissions of the contractors or their employees in rendering their services.

Hotel and transportation services are subject to the terms and conditions under which they are offered to the public in general. VAC reserves the right to request all delegates/clients to sign an indemnity disclaimer.

All disputes will be settled according to South African Law and, if legal action is instituted, all the parties to the action will be subject to the jurisdiction of the South African Courts. The parties will nevertheless use their best endeavours to resolve matters amicably by discussion and mediation before resorting to litigation. The Client will be liable for all legal fees of an attorney and own client scale in the event that VAC has to take any legal steps of any nature whatsoever.

PASSPORTS, VISAS & HEALTH

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six (6) months after return to his/her/their home country and that any vaccinations, inoculations, prophylactic (e.g., for malaria) and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting before travelling. If the Company assists the Client in any way, such assistance will be at the Company's sole discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail, and the Client must accordingly be in an adequate condition for the Proposed Travel Arrangements.

Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed timeously. The client must ensure that the details supplied to the Company mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled return to South Africa. Non South African passport holders may also be required to have re-entry documentation and it is entirely the Client's duty to ensure that such documentation is in order before departure.

SERVICE AVAILABILITY

VAC will be available as follows:

- Telephone and email support: 8:00 to 17:00 Monday – Friday (unless any day is a public holiday in South Africa)
- Calls, emails & SMS received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call or message, however no action can be guaranteed until the next working day.

Event Terms and Conditions

(These are T&C that apply to events over and above the General T&C above)

DESCRIPTION AND PRICING OF EVENTS

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Event that you have booked prior to confirmation of your booking, we will inform you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled. VAC reserves the right to change prices listed without notice but we undertake to use our best endeavours to inform you. VAC also reserves the right to refuse to supply to any individual or company in its sole discretion.

Note that VAC reserves the right to amend the Price if an unreasonable time lapses between the date the quotation is submitted to the Client and the date it is completed, signed and returned to the Company and the deposit paid. Furthermore, prices are quoted at the ruling daily exchange rate. Until VAC has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final

payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT).

PROVISIONAL BOOKINGS

When booking an Event online, acknowledgement of the booking request is emailed within 1 (one) working day from that day that the request is received by VAC. When a booking made online, by email or over the telephone is not accompanied by full payment or a formal purchase order (sent either by post or by email), the booking will be deemed to be provisional (“Provisional Booking”). Provisional Bookings will only be held until 2(two) months prior to commencement of the Event, after this any Provisional Bookings will be cancelled. When payment has been received in full, or a formal purchase order has been provided (either by email or by post), the individuals’ place on the Event will then be confirmed and a binding contract will have been entered into between VAC and the booking party.

CANCELLATION OF EVENTS

VAC reserves the right to amend or cancel any Event, Event times, dates or published prices. Changes to Event prices, times and dates will be advised before the Event start date and any Event already paid in full will not be subject to the increased price. Any travel or accommodation arrangements made and costs incurred are entirely the delegate’s responsibility and are subject to the terms and conditions of the service provider and any right of recourse will be exclusively against the latter. VAC does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its Events. Where an Event has been cancelled, delegates will be offered an alternative date for the same Event, a credit towards another Event or a refund.

CANCELLATION POLICY

VAC adheres to, and is bound by, the cancellation policies of all relevant establishments and service providers who we do business with. On behalf of the delegate, we will look to recover the maximum amount possible in the event of a cancellation. Below is a guideline on the terms and conditions regarding a cancellation of a registration or accommodation booking.

- If you are unable to attend the conference, a substitute delegate is welcome to take your place. If the membership status of the delegate changes, the fee payable will be amended accordingly.
- Full cancellation will incur only an admin fee penalty if cancelled within the time frame stipulated on the Event Website.
- All cancellations or alterations to registration must be in writing to VAC and made within 2 (two) weeks of the final day of the Event or Conference.
- All refunds due will be paid after the conclusion of the conference.

PAYMENT POLICY

FULL PAYMENT is due 8 (eight) weeks prior to the event. VAC reserves the right to cancel your accommodation booking should payment not be received on or before this date. We and the provider of accommodation have strict cancellation policies to adhere to. Payment can be done when you register, using a secure online payment gateway. If you wish to pay by electronic bank transfer, you will find the conference bank details on your invoice.

VALUE ADDED TAX (VAT)

Fees quoted on our event websites are VAT inclusive, but when registering online they are VAT exclusive, with the VAT being shown separately on the invoice. A VAT invoice will be emailed to cover your payment.

SPECIFIC NEEDS

VAC aims to ensure that its events are accessible to all. If you have any specific needs, please advise

us in writing at the earliest possible time and we will contact you to discuss your requirements. It should be borne at mind that although we will use our best endeavours, we are subject to the facilities at the various venues. This includes any dietary requirements and/or allergies.

BREAKAWAYS

While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

COACH & AIR CHARTER

Please note that the flying services and coach transfers are sub-contracted to independent Third Party Suppliers. They are entirely and exclusively responsible for this portion of the itinerary. The Company will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client's account.

MEDIA AT EVENTS

VAC may from time-to-time photograph/film its events for use in future publicity and marketing materials for the promotion of the organisation. If you do not wish your photograph to be published, please inform us in writing at marcia@viaafrica.co.za at the time of making your booking.

PHOTOGRAPHY

Whilst the Company acknowledges the Client's right of freedom to take photographs in general, please note that the following conditions apply to any photography during any tour and excursions with or arranged by the Company whether during the tour or excursion or thereafter and these rules will be strictly enforced. By the same token Clients are deemed to indemnify the Company against any consequences, claims and legal costs (on an attorney and own client scale) resulting from any breach of whatsoever nature of these conditions:

- The copyright and ownership in the photograph ('photo') will remain vested in the person who took the photo, unless a person ('the Subject') asked for the photo to be taken and made an arrangement to the contrary with the photographer.
- However once the photographer has posted any material on the Company website or any form of social media, that entitles the Company or any third party to disseminate it.
- If the material is to be used commercially e.g., sold or used to launch an advertising campaign, then the written permission of the Subject is required.
- The Company supports the principle of fair use and factors that will have a bearing are the purpose (e.g., non-profit); nature of use; size e.g., thumbnail.
- Whilst you are entitled to take photos on individuals in public areas, many public areas e.g., shopping centres, resorts and some of the places you may visit may seem to be in the public domain but is in fact privately owned and thus subject to the rules prescribed by the owner of which you should be aware.
- If the location where the photo is being taken is of such a nature that it is reasonable to presume privacy, e.g., a bathroom, then the Client may not take a photo of the Subject at all. This principle would also apply if the location is e.g., a private game lodge which focuses on upper end clients and celebrities or where the surrounds are evidently private - these persons choose such venues for reasons of privacy and even an innocent photo of a staff member posing with a celebrity may be of such a private nature that both the photographer or the staff member requesting the photo is advised to limit the usage to personal purposes and not disseminate it e.g., via social media.
- Use of the photo must not be of such a nature that e.g., it misrepresents the Subject, the setting or surrounds.
- The Company reserves the right take photos of you and your party and to use such photos and any other photos posted on social media on its website and for promotional purposes. If

you wish to object to such use, please advise the Company in writing prior to arrival.

VENUES

Venues are sourced and visited ensuring that VAC standards are met. Venues are normally hotels with good conference and leisure facilities or dedicated conference centres.

EVENT PROVIDERS

VAC sometimes uses third party providers to deliver its Events. They are leading edge procurement professionals within their fields and have been thoroughly vetted by VAC.

AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of VAC.

CONFIDENTIALITY

Subject to statutory constraints or compliance with an order of court, VAC undertakes to deal with all Client information of a personal nature on a strictly confidential basis. Furthermore, as far as the Client's personal information and special personal information is concerned, VAC will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 ('POPIA') and, in the case of residents of the European Community ('the EC'), the General Data Protection Regulations of 2018 ('the GDPR') as detailed in VAC's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

COPYRIGHT

The T&C and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and displays provided by VAC shall remain the sole and exclusive property of VAC. The Client furthermore undertakes not to circumvent VAC and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by VAC with any of the Suppliers or any other service providers or venues for a period of 1 (one) year from the date of submission of any proposals, presentations, estimates and quotes provided by VAC.

ENTIRE CONTRACT

The T&C (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and the Company's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented by or on behalf of the Company or otherwise that is not included herein. The *contra proferentem* rule will not apply to the interpretation of the T&C. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.

Contact details

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