



General Terms and Conditions

This document (together with the documents referred to on 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 ('the Services') listed on our website www.viaafrica.co.za ('the Website') to 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 by or on behalf of VAC are subject to the T&C.

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, is deemed to have the **authority** to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

INFORMATION ABOUT US

VAC's Head Office is at 30 Saturn Street, Nelspruit 1200, and the regional office at 13 Oban Avenue, Blairgowrie, 2194. 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:

- strikes, lock-outs or other industrial action;
- 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
- pandemic or epidemic.

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) 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 with Price Forbes (Pty) Ltd and is a registered member of SAACI¹. 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.

¹ Southern African Association for the Conference Industry (SAACI), <http://www.saaci.org/>

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 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.

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.

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. 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.

PHOTOGRAPHY/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.

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.

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

These T&C constitute 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 you/the Client acknowledges that you/he/she has not relied on any matter or thing stated on behalf of VAC or otherwise that is not included herein. The *contra proferentem* rule will not apply to the interpretation of the T&C.

Contact details

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