

**UPAVON MANAGEMENT (PTY) LTD
(Registration No: 1995/05757/07)**

DELEGATE STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In these **Terms and Conditions**:

- 1.1 Unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:
- 1.1.1 "**Company**" means Upavon Management (Propriety) Limited, a **Company**, duly registered and incorporated as such in the Republic of South Africa and having registration number: 1995/05757/07, and shall include its successors-in-title;
- 1.1.2 "**Cancellation Fee**" means a fee as specified in clause 5.2 levied by the **Company** to the **Delegate** upon receipt by the **Company** of a written request by the **Delegate** to cancel this Agreement.
- 1.1.3 "**Delegate**" means the party registering to attend the **Event** in terms of these **Terms and Conditions**.
- 1.1.4 "**Event**" means **The Client's** Annual Conference or other such event of **The Client** and/or the **Company** as described in the **Event Registration Form** and in respect of which the **Delegate** is seeking to register and attend;
- 1.1.5 "**Event Registration Form**" means the Company's Delegate Application for Registration Form in respect of the **Event** and being the form duly completed and lodged by the **Delegate** with the **Company** for the purposes of registering to attend the **Event** in terms of these **Terms and Conditions**;
- 1.1.6 "**In Writing**" means, in the case of the **Company** or **The Client**, as the case may be, a written letter, e-mail and/or other written document duly issued by the **Company** or **The Client**, as the case may be, and signed by one or more of its directors and/or senior managers who is/are duly authorised thereto;
- 1.1.7 "**Parties**" means the parties to these **Terms and Conditions**, being the **Company** and the **Delegate**;
- 1.1.8 "**Registration Fee**" means the **Company's** applicable price, if any, together with value added tax on such amount, for the registration for and attendance at the **Event** by the **Delegate**; **provided that** not all **Events** have **Registration Fees** applicable thereto;
- 1.1.9 "**Submission**" means the transmission electronically or by facsimile or by hand by the **Delegate** of the Application for Registration to the **Company**, provided that the **Company** shall be required to confirm receipt by automated response or in any other manner;
- 1.1.10 "**Terms and Conditions**" shall mean this document, setting out the terms and conditions applicable between the **Company** and the **Delegate** (and, where applicable, also **The Client**) in respect of the **Delegate's** registration for and attendance at the **Event**; and
- 1.1.11 "**The Client**" means the party on whose behalf the **Company** is organising and managing the **Event** and whose identity will be specified in the **Event Registration Form**.
- 1.2 Subject to clauses 1.3 and 1.4 hereunder, defined terms appearing in these **Terms and Conditions** in title case and in bold shall be given their meaning as defined, while the same terms appearing in lower case and/or not in bold shall be interpreted in accordance with their plain English meaning.
- 1.3 The words "include" and "including," mean, "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.4 The word "clause" or "clauses" refer to clauses of these **Terms and Conditions**.
- 1.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.6 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard time.
- 1.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

- 1.8 No provision herein contained shall be construed against or interpreted to the disadvantage of a **Party** by reason of such **Party** having or being deemed to have structured, drafted and/or introduced such provision.

2. AGREEMENT

The **Delegate** agrees that:

- 2.1 **Submission** of the **Event Registration Form** shall constitute unconditional acceptance of the offer by the **Company** to the **Delegate** for attendance of the **Event**, subject to payment of the **Registration Fee** (if any) on the **Terms and Conditions** set out herein;
- 2.2 These **Terms and Conditions**, together with all rules and/or regulations relating to the **Event** published by the **Company** on its and/or **The Client's** (as the case may be) website and/or issued **In Writing** by the **Company** and/or **The Client** from time to time, will govern the **Delegate's** registration for and attendance at the **Event**;
- 2.3 any conflicting terms and/or conditions stipulated by the **Delegate** are expressly excluded;
- 2.4 these **Terms and Conditions** supersede all previous terms, conditions and/or agreements relating to the **Delegate's** registration for and attendance at the **Event**; and
- 2.5 in certain cases, the **Event** is being organised and managed by the **Company** for and on behalf of **The Client** at the venue and on the dates and times specified by the **Company** in the **Event Registration Form**; provided that the **Company** shall have the right to make changes to the exhibit hours, if applicable, with any such changes to be made as far in advance of the **Event** as reasonably possible.

3. REGISTRATION FOR THE EVENT

- 3.1 Subject to the provisions of clause 3.8, the **Delegate** will be entitled to register to attend the **Event** (subject to availability) by either providing the **Company** with a signed **Event Registration Form** accompanied, where applicable, by proof of payment of the **Registration Fee** or by submission of the **Event Registration Form**, online via the **Company's** website and, where applicable, payment of the **Registration Fee** through the **Company's** or **The Client's** website (as the case may be).
- 3.2 In the event of a **Registration Fee** being payable in respect of the **Event**, such **Registration Fee** will be in the sum indicated in the **Event Registration Form** and includes documentation for and access to the **Event** (including, if applicable, access to the Exhibition Hall) as well as those refreshments and/or meals at the **Event**, if any, specified in writing by the **Company** as being included in the **Registration Fee**.
- 3.3 In the event of a **Registration Fee** being payable in respect of the **Event**, payment thereof shall be paid by the **Delegate** to the **Company** in full simultaneously with the **Delegate** registering to attend the **Event**.
- 3.4 Should the **Delegate**, on the event **Registration Form** specify that any person or entity other than the **Delegate** shall effect payment of the **Registration Fee** then, in such event, the **Delegate** and such third party shall be jointly and severally liable to the **Company** for the payment of the **Registration Fee** and the **Delegate** warrants that the **Delegate** is duly authorised to bind the third party to the terms and conditions specified in this agreement and in particular to payment of the **Registration Fee** (if any).
- 3.5 Such **Registration Fee** shall be payable by the **Delegate** to the **Company** in cash, in South African currency (Rands) and free of any exchange, deduction and/or set-off. Payments can be made using a credit card or by bank transfer or by direct deposit, paid into the **Company's** bank account specified in the **Event Registration Form**. All bank fees and/or money transfer costs shall be for the account of the **Delegate** and the **Delegate** must indicate as a reference on all bank deposits, transfers and communications his/her name and, if issued at such time, his/her **Event** registration number.
- 3.6 The **Delegate** hereby consents and authorises the **Company** to furnish his/her name, credit record and payment history to any credit bureau as a delinquent debtor in the event of any default by the **Delegate** in respect of any payment due by him/her to the **Company** in terms of these **Terms and Conditions**
- 3.7 The **Delegate** shall not be entitled to withhold payment of the **Registration Fee**, or any portion thereof, for any reason whatsoever, including due to any dispute that may be pending between the **Parties**, nor shall the **Delegate** be entitled to make any deduction from the **Registration Fee** or set-off any alleged claim against any amount/s, or any portion thereof, due by the **Delegate** to the **Company**.
- 3.8 Registering to attend the **Event** in terms of clause 3.1 and/or payment by the **Delegate** of the applicable **Registration Fee**, if any, shall not guarantee the **Delegate's** registration for and attendance at the **Event** in that the **Delegate's** registration for and attendance at the **Event** is subject to availability, with the **Company** only being able to accept and/or confirm any such registration to attend the **Event** by a **Delegate** in the event of there still being places available for delegates at the **Event** once the **Delegate** has so registered therefor and, if applicable paid the **Registration Fee** in full to the **Company**. If the **Delegate** cannot be accommodated at the conference, the **Delegate's Registration** shall be cancelled and the full **Registration Fee** shall be refunded to the **Delegate** within fourteen days of payment by the **Delegate** to the **Company** of the **Registration Fee** (if any).
- 3.9 Non-payment of an applicable **Registration Fee** or any part thereof by the **Delegate** to the **Company** shall entitle the **Company** and/or **The Client** to refuse the **Delegate** admission to the **Event**.

4. ATTENDANCE AT THE EVENT

The **Delegate** agrees that the purpose of the **Event** is the professional education of persons attending thereat and the **Delegate** undertakes to conduct itself accordingly. The **Company** reserves the right to determine eligibility of any **Delegate**.

5. CANCELLATION POLICY

5.1 Subject to the provisions of clauses 5.2 to 5.5, notification by the **Delegate** of his/her wish to cancel his/her registration for the **Event** must be made in writing and sent to the **Company** by e-mail or telefacsimile, which notification must include all the relevant information regarding the bank account to which a possible refund of a portion of the applicable **Registration Fee**, if any, may be remitted in the event of the **Delegate** qualifying for a refund in terms of clause 5.2.

5.2 In respect of those **Events** where a **Registration Fee** is payable by the **Delegate**:

5.2.1 The **Delegate** specifically recognises and agrees that the **Company** will sustain losses in the event of the **Delegate** cancelling his/her registration for the **Event**, particularly where he/she fails to provide timely notice of cancellation, which losses include the inability to replace those cancelling, as well as advertising costs and harm to its credibility. Accordingly, in the event of such written notification of a request to cancel being received by the **Company** from the **Delegate** the **Company** shall be entitled to levy a **Cancellation Fee** when a written request for cancellation is received as follows:

5.2.1.1 90 days prior to the first day of the event: 10% of the **Registration Fee**;

5.2.1.2 between 89 and 30 days prior to the first day of the event: 50% of the **Registration Fee**;

5.2.1.3 within 30 days of the first day of the event: 100% of the **Registration Fee**.

5.3 Cancellation by the **Delegate** of his/her registration for the **Event** will not be effective until an acknowledgment of cancellation is issued **In Writing** by the **Company**.

5.4 In circumstances where the **Event** cannot be held or is postponed due to events and/or circumstances beyond the control of the **Company** and/or due to events and/or circumstances which are not attributable to the wrongful intent or gross negligence of the **Company**, the **Company** and/or **The Client** shall not be liable to the **Delegate** for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.

5.5 Under the circumstances described in clause 5.3 and subject to clause 5.5, the **Company** shall have the right either to retain the entire **Registration Fee** paid, if any, and to use it for the **DELEGATE's** attendance at the **Event** postponed for a future date, or to reimburse the **Delegate** the **Registration Fee**, if any, paid by him/her after deducting costs already incurred for the organisation of the **Event** and which cannot be recovered by the **Company**.

5.6 Further under the circumstances described in clause 5.3, the **Delegate** may be notified of a revised date, if any, for the **Event** and the **Delegate** shall have the right, on written notice to the **Company** to be given at least 6 (SIX) weeks before the revised date for the **Event**, to cancel his/her registration for the **Event**, and upon timeously giving such notice, the **Delegate** shall be entitled to receive a full refund of the **Registration Fee**, if any, paid by him/her [to be paid to the **Delegate** within 8 (EIGHT) weeks of receipt by the **Company** of the **Delegate's** said written notice]. In the event of the **Delegate** not timeously giving such written notice, his/her attendance at the postponed **Event** shall automatically be confirmed and his/her registration will be transferred to the new **Event** date and these **Terms and Conditions** will apply to the transferred registration and postponed **Event**, *mutatis mutandis*.

5.7 Notwithstanding the provisions of clauses 5.1 and 5.2 should the **Delegate** die before the event, the **Company** shall refund the **Registration Fee** paid by the **Delegate** to the Executor of the **Delegate's** estate or, should payment have been effected by any third party, to such party.

5.8 Notwithstanding the provisions of clauses 5.1 and 5.2 should the **Delegate** be precluded from attending the **Event** by virtue of the **Delegate's** hospitalisation, the **Company** shall refund to the **Delegate** that portion or the whole of the **Registration Fee** determined pro rata to the **Delegate's** period of hospitalisation. The **Company** shall effect the refund on receipt of such written confirmation of the **Delegate's** hospitalisation as may be regarded reasonable in the circumstances provided that the **Company** shall not be required to effect any refund if no such written confirmation is received.

5.9 The **Company** in its sole and absolute discretion may permit substitution of the **Delegate** with another **Delegate** subject to payment of an administration fee provided that no such substitution of the **Delegate** will be considered by the **Company** within ten (10) days of the first day of the event.

6. SECURITY, INSURANCE AND NON-LIABILITY

6.1 The **Delegate** acknowledges that the layout of the conference room/s (and/or exhibition area and hall/s, if any) as well as the number of people attending the **Event** make it impossible for adequate security to be provided to protect the **Delegate** and/or his/her property. Furthermore, the **Delegate** acknowledges that any security measures and/or guards provided at the **Event** may be inadequate, and that the **Company** has made no

representations regarding the adequacy of such security measures and/or guards. The **Company** therefore recommends that the **Delegate** consults his/her own insurance and security advisors to obtain appropriate insurance cover for the **Event**. It is confirmed in this regard that the **Delegate** is responsible for taking, and is encouraged to take, both precautionary measures of his/her own and appropriate insurance cover and security advice in connection with his/her attendance at the **Event**. The **Company, The Client** and/or any other party associated with the **Event** in any capacity shall not be liable for any kind of losses and/or damages suffered by the **Delegate** relating directly and/or indirectly to the **Event** and/or the **Delegate's** attendance thereat, including that to his/her personal property. The **Delegate** assumes all risk of loss and damage to his/her person and/or property belonging to him/her and/or under his/her control and/or possession whilst attending the **Event**, including where such loss and/or damage results from theft, vandalism, and/or any act or omission of the **Company, The Client** and/or any other party associated with the **Event** (or any of their agents and/or representatives) and/or any other person whether authorised or not authorised to be present at the **Event**.

- 6.2 Neither the **Company, The Client** nor any other party associated with the **Event** (nor any of their agents and/or representatives) will, under any circumstances, be liable for any injury, loss and/or damages, whether special, general, direct, indirect and/or consequential, suffered by the **Delegate**, his/her family members, employees, invitees, guests and/or customers, arising directly and/or indirectly from the **Event**. All warranties (whether express or implied) relating to the **Event** are excluded. The **Company** accepts no liability for any loss and/or damages whatsoever that the **Delegate**, his/her family members, employees, invitees, guests and/or customers may suffer in connection with and/or arising directly and/or indirectly from the **Event** or otherwise (including loss of profit, loss of business and/or any other type of economic loss). The **Delegate** hereby indemnifies the **Company, The Client** and any other party associated with the **Event** against all claims of whatsoever nature that may be made against the **Company, The Client** and/or such other party arising directly and/or indirectly from the **Event**. The **Delegate** is responsible for taking, and is encouraged to take, appropriate insurance cover in connection with the foregoing.

7. PHOTOGRAPHY AND VIDEOGRAPHY DISCLOSURE

The **Delegate** hereby:

- 7.1 consents to the **Company** and/or **The Client** and/or their representatives taking photographs and/or video recordings at the **Event** of all **Event** related activities and parties, including the **Delegate**;
- 7.2 permits the **Company** and/or **The Client** and/or their representatives to use and distribute such footage, which may feature images of the **Delegate**, in advertising, promotions and/or other such marketing endeavours and/or documents of the **Company** and/or **The Client** and/or their representatives, whether in hardcopy, electronically or otherwise;
- 7.3 waives his/her right to inspect and/or approve the photographs and/or video recordings and/or other finished products incorporating such graphics, including copies that may be created and/or appear in connection therewith;
- 7.4 consents to the **Company** and/or **The Client** owning the copyright in such photographs and/or video recordings and/or derivatives thereof, with the **Delegate** waiving any claims based on the usage thereof and/or the works derived therefrom.

8. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

- 8.1 The **Delegate** hereby consents, in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the **Delegate**, notwithstanding that any action or proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the **Company** shall always have the right (at its election) to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of the **Company** exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the **Delegate** agrees that this shall have no adverse effect on the **Company's** right to claim costs on the High Court scale as between attorney and own client as envisaged in clause 8.2.
- 8.2 In the event of the **Company** having to instruct an attorney to enforce any of its rights against the **Delegate** in terms of these **Terms and Conditions** or otherwise, the **Delegate** shall be liable for and shall pay to the **Company** the attorney and own client costs incurred by the **Company** in connection therewith, including, where applicable, collection commission and tracing agents charges.
- 8.3 The **Delegate** hereby agrees that a certificate signed by any director or manager of the **Company** (whose authority, appointment and designation it shall not be necessary to prove) as the existence and amount of any indebtedness of the **Delegate** to the **Company** at any time in terms of these **Terms and Conditions**, shall be *prima facie* proof (sufficient evidence) of the amount of such indebtedness to the **Company** and the fact that such amount is due, owing and payable by the **Delegate** to the **Company**.
- 8.4 The **Delegate** by the submission of the **Event Registration Form** warrants that he/she has full capacity to conclude this contractual agreement with the **Company** as set out in these **Terms and Conditions**, and that he/she has read and understood the provisions contained in these **Terms and Conditions** and agrees to be bound thereby. In the event of the **Delegate** reserving a **Stand** and/or registering for the **Event** via the **Company's** or **The Client's** (as the case may be) website on-line booking and registration platform and facility, it is confirmed that such on-line booking and registration procedure expressly requires the **Delegate** to acknowledge having read and understood and agree to be bound by these **Terms and Conditions**.

9. OTHER TERMS AND CONDITIONS

- 9.1 The **Delegate** shall comply with all reasonable requests and/or instructions of the **Company, The Client** and/or any other party associated with the **Event** in any capacity, with respect to his/her registration for and attendance at the **Event**.
- 9.2 The **Delegate** shall conduct himself/herself in a decorous manner at the **Event** in order not to be objectionable to other delegates, exhibitors, the **Company, The Client** and/or the public.
- 9.3 The **Company** reserves the right to remove the **Delegate** from the **Event** if the **Delegate** and/or his/her conduct is deemed detrimental to the overall **Event**, its venue, other delegates and/or exhibitors, the **Company, The Client** and/or the public.
- 9.4 The **Delegate** assumes full responsibility and liability for the actions of his/her family members, agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority, and agrees to hold the **Company** and **The Client** harmless from responsibility or liability resulting directly and/or indirectly, and/or jointly, from the actions and/or omissions of the **Delegate's** family members, agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority.
- 9.5 **Attendee List** – Any list of attendees provided to the **Delegate** shall be kept strictly confidential by the **Delegate** and retained securely and not distributed by him/her to other parties.
- 9.6 Insofar as the **Company** and/or **The Client** may provide to the **Delegate** the service of booking hotel and/or other such accommodation for the **Delegate** at the **Event**, the **Delegate** agrees and confirms that neither the **Company** nor **The Client** make any representations whatsoever of and concerning such accommodation, including any warranties of and concerning its suitability, location, standard, safety and/or security. Furthermore, the **Delegate** agrees that neither the **Company** nor **The Client** shall be liable for any harm, damages and/or loss of any nature whatsoever suffered by the **Delegate** and/or his/her family members, partners, customers, employees and/or invitees arising directly and/or indirectly from the booking and/or use of the accommodation concerned, with the **Delegate** further indemnifying and holding the **Company** and **The Client** harmless in respect of all claims arising directly and/or indirectly from such booking and/or use of such accommodation.

10. VARIATION

- 10.1 These **Terms and Conditions** represent the entire agreement between the **Parties** in respect of the subject matter hereof and no alteration, variation, cancellation of and/or addition to these **Terms and Conditions** will be of any force or effect unless agreed to **In Writing** by the **Company**.
- 10.2 No indulgence, extension of time, relaxation and/or latitude of whatsoever nature which the **Company** may show, grant and/or allow to the **Delegate** shall constitute a waiver by the **Company** of any of its rights and/or remedies or act as an estoppel against the **Company** in respect of any of its rights and/or remedies.
- 10.3 If any of the provisions contained in these **Terms and Conditions** are invalid and/or unenforceable, or become so, such invalid and/or unenforceable provisions shall be severable from the remainder of the provisions in these **Terms and Conditions**, which remaining provisions shall nevertheless remain valid and binding. The **Delegate** agrees that each of the provisions of these **Terms and Conditions** shall be capable of being enforced, notwithstanding that any one or more of other provisions herein contained may not be so capable of being enforced for any reason whatsoever.

11. NOTICES AND DOMICILIUM

The **Delegate** selects as his/her chosen *domicilium citandi et executandi* for the giving of any notice to him/her and/or the service of any documents on it in terms of these **Terms and Conditions**, his/her physical address specified in the **Event Registration Form**.

12. APPLICABLE LAW

These **Terms and Conditions** shall be governed by and interpreted in accordance with the laws of the Republic of South Africa in all respects.

13. BENEFITS TO THE CLIENT

Insofar as these **Terms and Conditions** confer certain benefits on **The Client**, the **Parties** hereby confirm that the **Company** is duly authorised by **The Client** to accept such benefits, which benefits the **Company** hereby duly accepts on behalf of **The Client**.