

En-novate Terms and Conditions

1. GENERAL

En-novate offers industry specific exploration and exposure trips positioned to provide the Participants with exposure to world leading trends and disruptions in their industry.

These terms and conditions supplement and inform the indemnity, booking forms and/or invoices, which are hereby incorporated into this Agreement and form an integral part hereof. If there is any contradiction between these terms and conditions and those set out in the booking forms and/or invoices then these terms and conditions shall prevail.

2. INTERPRETATION

In this agreement unless the context indicates a contrary intention –

- 2.1 Clause headings are for convenience only and shall not be used in its interpretation;
- 2.2 An expression which denotes any gender includes the other genders and a natural person includes an artificial person and vice versa;
- 2.3 The singular includes the plural and vice versa.
- 2.4 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:
 - 2.4.1 “En-novate” shall mean En-novate (Pty) Limited (registration number 2015/340359/07), a company duly incorporated in accordance with the company laws of the Republic of South Africa with limited liability and its successors in title;
 - 2.4.2 “Participant” shall mean any delegate or traveller making use of the Services of En-novate;
 - 2.4.3 “Parties” means En-novate and the Participant;
 - 2.4.4 “Scope of Work” means any cost estimate, quotation, document, proposal or correspondence from the Company to the Client describing the Services proposed or actually rendered by the Company to the Client;
 - 2.4.5 “Services” means the providing of facilitated market specific exposure tours, which shall include but not be limited to the organisation of all logistical arrangements for the trip, including (but not limited to) flights, accommodation, food, local transport at destination, speaker and host logistics.
- 2.5 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it

for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.

- 2.6 Unless inconsistent with the context or save where the contrary is expressly indicated:
 - 2.6.1 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Agreement;
 - 2.6.2 A 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 official public holiday in the Republic. Any reference to “business hours” shall be construed as being the hours between 08h30 (eight hundred hours and thirty minutes) and 17h00 (seventeen hundred hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;
 - 2.6.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
 - 2.6.4 In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment shall be the subsequent Business Day;
 - 2.6.5 In the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;
 - 2.6.6 Any reference in this Agreement to this Agreement or to any other agreement or document shall be construed as a reference to this Agreement or (as the case may be) such other agreement or document, as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
 - 2.6.7 No provision of this Agreement constitutes a stipulation for the benefit of any person who is not a party to this Agreement;
 - 2.6.8 A reference to a Party includes that Party's Permitted Successors.

- 2.7 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.8 Where in this Agreement provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.
- 2.9 The use of the word “including” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.
- 2.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.11 The appendices and schedules to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such appendices and schedules.

3. INTRODUCTION

- 3.1 These terms and conditions govern all and any access to the Services provided by En-novate. The operation of these terms and conditions may only be amended by En-novate in a subsequent agreement entered into and signed by both Parties.
- 3.2 By accepting and/or receiving the Services, the Participant agrees to be bound by these terms and conditions.

4. SERVICES

- 4.1 **You undertake that you have read, understood and accept the terms and conditions hereunder before applying to take part in the trip.**
- 4.2 **Your application is initially accepted upon receipt of the completed application form together with payment of the deposit. Full payment is required for final reservation. For the avoidance of any doubt, En-novate shall not be liable to perform any Services in terms of this Agreement or howsoever arising until such time as the full amount of the trip fee has been paid to En-novate.**

5. TRIP INCLUSIONS

- 5.1 The cost of the trip is inclusive of accommodation, early check-in, three daily meals, ground transportation in the destination country, business content and tourism sessions within the programme.
- 5.2 The price quoted is inclusive of VAT.

- 5.3 Accommodation will be a four-star hotel with single rooms.

6. NOT INCLUDED IN YOUR TRIP

- 6.1 Spending money/stipend.
- 6.2 Alcohol
- 6.3 Destination country visa/s
- 6.4 Domestic and International flights
- 6.5 Any activities outside of the official programme
- 6.6 Laundry
- 6.7 Gifts

7. PRICE

- 7.1 The total cost per head is reflected in the Application form and the price quoted is **inclusive of VAT.**
- 7.2 **Your place on the trip will only be confirmed when En-novate receives the deposit amount specified on your booking confirmation, and it will automatically cancel any booking in respect of which it does not receive this payment by the specified date on your booking confirmation.**
- 7.3 **At the time of your booking, you will be given an estimate of the Price and the deposit will be calculated on the basis of that figure. The final Price will be confirmed to you within 30 days of departure, HOWEVER THE PRICE IS AT ALL TIMES SUBJECT TO FLUCTUATIONS IN THE AIRFARES, AIRPORT TAXES AND CURRENCY FLUCTUATIONS, which are outside the control of En-novate.**
- 7.4 **Until En-novate has received payment of the Price in full, it reserves the right to charge you for any fluctuations and you undertake to pay for any such fluctuations on demand.**

8. PAYMENT

- 8.1 En-novate requires a 50% deposit of the amount reflected in the application form to secure your place on the trip.
- 8.2 The deposit is due by the date reflected in the application form and failure to make payment of the deposit by the due date will result in your application for the trip being denied.
- 8.3 An invoice for the outstanding amount will be sent out to you and payment of such outstanding amount shall be made by the date reflected in the application form.
- 8.4 En-novate requires a minimum of 15 Participants in order for a trip to proceed. If En-novate is unable to reach this number, your deposit will be returned to you within 7 days of the trip being cancelled due to insufficient secured Participants.

9. CANCELLATIONS

Any cancellation of a booking requested by you MUST BE IN WRITING and shall be dealt with as follows:

- 9.1 Cancellation 60 days prior to departure will result in a cancellation fee being levied in the amount of 50% of the total Participant fee.
- 9.2 Cancellation within 30 days of departure will result in 100% of the total Participant fee being due to En-novate.

10. SAFETY & SECURITY

- 10.1 You shall be responsible for ensuring that you:
- 10.1.1 Respect and comply with all directions issued by En-novate's staff, Service Providers or representatives, including those relating to safety and security.
- 10.1.2 Conduct yourself in a manner which is in accordance with the code of conduct of any hotel and/or which is not contrary to public order or to acceptable standards of behaviour.
- 10.2 En-novate reserves the right to take any action it requires necessary, including to expel any Participant from the trip and claim damages for any loss suffered by En-novate, for failure of the Participant to behave as set out in clause 10.1 above in En-novate's sole and unfettered discretion, which shall not be unreasonably exercised.
- 10.3 You acknowledge and accept that:
- 10.3.1 It is your duty to familiarize yourself with the inherent dangers of the proposed travel and any mental and/or physical levels of health required for the proposed travel arrangements.
- 10.3.2 En-novate reserves the right not to allow alcohol to any Participant if it considers that it is in the best interests of En-novate, other Participants and or the Participant concerned.
- 10.3.3 En-novate acts merely as intermediary for the purposes of securing bookings on your behalf with the Service Providers when booking, *inter alia*, activities, transport and transfers on your behalf and accordingly accepts no liability in contract or in tort for any loss caused by any activity mentioned in this clause whatsoever; and
- 10.3.4 That the services provided by a Service Provider will be governed by the laws of the place where those services are provided and any legal action concerning those services or any claim concerning any loss arising in respect of those services will be dealt with in the courts of that place against the Service Provider and En-novate shall have no involvement or incur any liability in that regard.

11. LIABILITY

- 11.1 The proposed trip is made on the express condition that En-novate, its employees and agents, acting as intermediaries for the purposes of the Services provided to you, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to you (which shall be deemed to include your heirs, executors, administrators or assigns), your luggage, or other property, wherever, whenever and however the same may occur. You indemnify and hold harmless En-novate, its employees and agents accordingly. En-novate, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.
- 11.2 Disclaimers and Limitation of Liability:
- 11.2.1 To the fullest extent permissible by law, En-novate disclaims all warranties of any kind, whether express or implied in respect of the Services and you utilise the Services at your own risk.
- 11.2.2 You agree that En-novate is unable to, and is not required, to guarantee a particular experience/result at your destination.
- 11.2.3 En-novate's liability to you pursuant to the provisions of this Agreement shall furthermore be limited to the total amount of the fees charged and paid by you in respect of the Services that gave rise to any such liability.

12. INDEMNITY

- 12.1 You hereby indemnify and hold harmless En-novate and En-novate's associates, respective suppliers and any of their officers, directors, employees and agents from any loss, damage, liability, claim, expenses, causes of action, demands, recoveries, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, which may arise as a result, and/or brought by third parties as a result of:
- 12.1.1 Your breach of this Agreement and notices or the documents referenced herein;
- 12.1.2 Your violation of any law or the rights of any third party;
- 12.1.3 Unlawful conduct, wilful misconduct and/or gross negligence by you and/or the traveller or a party for whose actions you are legally responsible.
- 12.2 En-novate shall give you prompt notice in writing of any claim being made or action threatened or brought against En-novate and will permit you, at your own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

13. UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of En-novate, its agents or assigns, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for your account.

14. ITINERARY VARIATIONS AND TRANSFERS

14.1 While every effort is made to keep to the final itinerary, En-novate reserves the right to make changes intended for your convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is your duty to check each amendment to the itinerary.

14.2 Although no changes are anticipated, En-novate reserves the right to withdraw, alter or modify itineraries, facilities and activities at any time at En-novate's discretion without notice and without liability for any loss.

15. INSURANCE

The Participant will ensure that he/she has and maintains insurance to cover his/her liability, including but not limited to applicable travel and health insurance.

16. PASSPORTS, VACCINATIONS, VISAS AND RE-ENTRY PERMITS

16.1 **It is your responsibility to ensure that you obtain and pay for all necessary documentation, visas and vaccinations required for the travel destination. En-novate will not be held liable or responsible in any way whatsoever for your failure or the failure of a Participant to secure same.**

16.2 **You must ensure that you comply with the relevant destination countries' medical and vaccination requirements, and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained.**

16.3 **It is entirely your responsibility to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to your home country. You are strongly advised to check the relevant requirements with En-novate before travelling. The En-novate agent will endeavour to assist you but such assistance will be at En-novate's discretion and you acknowledge that in doing so, En-novate is not assuming any obligation or liability and you indemnify En-novate against any consequences of non-compliance.**

17. FORCE MAJEURE

17.1 If En-novate is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, adverse weather conditions, closure of ports or airports, air traffic control delays,

technical problems, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of En-novate, En-novate shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either direct, general, special or consequential which you may suffer due to or resulting from such delay or failure. En-novate shall forthwith provide written notice of any such inability to perform.

17.2 En-novate shall, upon termination of the force majeure event, forthwith give written notice thereof to you. Should such force majeure event continue for a period of more than 90 days then you shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

18. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

19. ARBITRATION

Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

20. DOMICILIUM AND NOTICES

20.1 The Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any legal notice or the serving of any process, as follows:

20.1.1 En-novate – 100 Grayston Drive, Sandown, Sandton.

20.1.2 You – The physical address as advised by yourself at the time of application.

20.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

20.3 Any notice given by either party to the other ("the Addressee") which:

20.3.1 Is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

20.3.2 Is posted by prepaid registered post to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the fourth (4th) day after the date of posting.

21. GENERAL

- 21.1 Subject to clause 21.2 below, this Agreement, read together with the indemnity, En-novate's Booking form, and the invoices, will constitute the sole agreement between the parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the parties.
- 21.2 Neither party shall be bound by any express or implied term, representation, promise, warranty or the like not recorded herein.
- 21.3 No addition to, variation, or agreed cancellation of this Agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties. For purposes hereof "in writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.
- 21.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 21.5 Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or agreement in the name of, or to create a liability against, the other in any way for any purpose.
- 21.6 Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity, enforceability or legality of any other of its provisions.

22. DIRECT MARKETING: CONSUMER'S RIGHTS TO WITHDRAW FROM THE AGREEMENT

- 22.1 If this Agreement is concluded as a result of direct marketing, a Consumer has the right to terminate this Agreement by written notice to be delivered to En-novate, within five (5) days after the last party to sign this Agreement has signed this Agreement (being conclusion of the Agreement).
- 22.2 The five (5) day period mentioned in clause 22.1 is calculated with the exclusion of the date of conclusion of this Agreement and of any Saturday, Sunday or public holiday. This notice will have no effect unless it:
- 22.2.1 Is signed by the Consumer or his representative on his written authority;
- 22.2.2 Refers to this Agreement as the agreement that is being revoked or terminated, as the case may be; and
- 22.2.3 Is unconditional.

23. CONSUMER'S RIGHT TO CANCEL ADVANCE BOOKINGS

- 23.1 A Consumer has the right to cancel an advance reservation in accordance with section 17 of the Consumer Protection Act, and En-novate shall have the right to charge a reasonable cancellation fee for such cancellation, having regard to: -
- 23.1.1 The nature of the services that were reserved or booked;
- 23.1.2 The length of notice of cancellation;
- 23.1.3 The reasonable potential to find an alternative traveller between the time of receiving the cancellation notice and the time of the cancelled reservation; and
- 23.1.4 The general practice of the travel industry.
- 23.2 **En-novate shall not be liable for any charges levied by airlines and other Service Providers in respect of cancellations by the Consumer. En-novate will liaise with the Service Providers on the Consumer's behalf in order to facilitate the resolution of any dispute in relation to the cancellation charges in respect of cancellations.**

24. PERSONAL INFORMATION

En-novate may use the personal details you give to En-novate in relation to your application for commercial communications regarding its services. You have the right to refuse to accept any such communications and are welcome to inform En-novate that you do not wish to receive any and/or all commercial communications.

25. ACCEPTANCE

ACCEPTANCE BY YOU OF THIS AGREEMENT SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT YOU ENGAGE WITH EN-NOVATE FOR ANY OF ITS SERVICES. EVERY INSTANCE OF EN-NOVATE'S SUPPLY OF SERVICES TO YOU SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.