**CONCORDE EVENTS AND PROMOTIONS**

­GENERAL TERMS & CONDITIONS

Concorde Events supplies a wide range of Services. Some of the terms and conditions herein vary according to the Service specified in the Proposal. This document contains general clauses; additional clauses may be supplied upon client’s request.

1. INTERPRETATION

1.1. In these Terms and Conditions the following definitions apply:

“Concorde’” means Concorde Events & Promotions® Limited or any of its subsidiaries or Partners providing Concorde® related products and services;

“Partner” means an authorised partner of Concorde Events who provides solutions that include Concorde solutions, bound by a Partner agreement;

“Customer” means the individual or company to whom the invoice is addressed;

“Proposal” means the order form completed and signed by the Customer; this Proposal may refer to supporting documentation providing detail and scope for the project;

“Purchase Price” means the price for the Service as detailed in the Proposal;

"Service" means the goods or services specified in the Proposal;

“Software” means the software that is used to provide the Service;

“Concorde CMS” means the website “Content Management System” owned by Concorde;;

“Subscription” means the monthly charge specified in the Proposal for the ongoing provision of the any markting offerings any other service;

“ “Confidential Information” for each party the terms of this Agreement and all information and/or data belonging to or relating to that party, its associates, its or their businesses, activities, affairs, products, services, suppliers, customers or prospective customers disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by that party, its representatives or advisers, to the other party, its representatives or advisers whether before, on or after the date of this Agreement;

“Deliverable” means a set of goods or services that may be delivered at one time, for example: a design draft, a collection of printed items, a marketing plan document, a consultation meeting, a website project

or other electronic content;

“Event” means a Service delivered on a particular date, for example: a training course, a hospitality event, a speaker delivering a presentation, or a series of presentations;

“Business Day” means any day which is not a Saturday, Sunday or a bank or public holiday in South Africa;

1.2. In these Terms & Conditions (except where the context otherwise requires):

1.2.1. the clause headings are included for convenience only and shall not affect the interpretation of these Terms & Conditions;

1.2.2. use of the singular includes the plural and vice versa;

1.2.3. use of any gender includes the other genders;

1.2.4. any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations, and trusts (in each whether or not having separate legal personality);

1.2.5. any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to:

a) such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and

b) any former legislation which re-enacts, consolidates or enacts in rewritten form.

1.2.6. any phrase introduced by the terms “including”, “include”, “in particular”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. FORCE MAJEURE

Concorde shall not be liable for any delay or failure in performance of its obligations under this agreement which is due to or results from any circumstances beyond its reasonable control. In any such event Concordeshall be entitled to delay or cancel delivery of the Service.

3. LAW

This agreement shall be governed and construed in all respects in accordance with the Law South Africa and shall be subject to the exclusive jurisdiction of an South African Court of Law.

4. SEVERABILITY

4.1. If any term or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of this agreement shall not be affected thereby.

4.2. If any provision of this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

5. WAIVER

No failure or delay by either party in exercising, wholly or partially, any of its rights with regard to any breach or default of this agreement by the other party shall constitute a waiver of such rights and no waiver of any such breach or default shall be deemed to constitute a waiver of any other rights or any subsequent or continuing breach of default.

6. ASSIGNMENT

The Customer may not sub-licence, assign, transfer or otherwise dispose of its rights under this Agreement or any part of it without the written consent of Concorde

7. NOTICES

7.1. Any notice or other communication pursuant to this Agreement must be in writing and signed by or on behalf of the party giving it and may be served by pre-paid first class post to the address of the relevant party as set out in this Agreement, by fax or subject to the provisions of clause 7.2 by email. All such notices or demands shall be deemed to have been received:

7.1.1. in the case of pre-paid first class post two Business Days after posting; and

7.1.2. in the case of fax, at the time of transmission, provided that if receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice or demand shall be deemed to have been received at 9am on the next Business Day.

7.2. A communication sent by email shall not be effective unless the addressee acknowledges receipt of such communication, such acknowledgement to take the form of a reply email to include the communication being acknowledged.

8. THE PROPOSAL

8.1. Concorde shall provide a Proposal to the Customer for each project. The Proposal forms part of this agreement.

8.2. The Customer assumes sole responsibility for ensuring that the Service described in the Proposal meets its requirements before signing the Proposal.

8.3. The Customer shall return the signed Proposal by letter, fax or email as described in clause 7. Upon receipt of this order acknowledgement, a contract shall be created between Concorde and the Customer for the supply of the Service.

8.4. By purchasing the Service, the Customer acknowledges that they have read these Terms and Conditions, understands them and agrees to be bound by them.

9. CANCELLATION

9.1. The contract may not be cancelled following order acceptance unless a trial or rejection period has been agreed in advance. At the sole discretion of Concorde, a contract may be cancelled either wholly or in part subject to timing, and only once agreement in writing has been notified to the Customer according to clause 7.

9.2. For retained work billed monthly and where no contract period has been explicitly stated on the Proposal, the contract may be terminated by the Customer giving 3 months’ notice in writing according to clause 7.

9.3. Unless otherwise stated in the Proposal or subject to clause 9.1 and clause 9.2, the contract may not be cancelled except by agreement in writing of both parties and upon payment to Concorde of such amount as may be necessary to meet the costs incurred to Concorde up to the date of cancellation and to indemnify Concorde against all loss resulting from the said cancellation.

9.4. The Customer shall have no right to seek any cancellation or repayment of job costs on the basis of style or composition.

10. CONFIDENTIALITY

10.1. During the period of this Agreement and for a period of 3 years after both parties undertake:

10.1.1. to keep the Confidential Information confidential;

10.1.2. not to use the Confidential Information for any purpose except the performance of its obligations under this Agreement; and

10.1.3. not to use the Confidential Information so as to procure any commercial advantage over the other party.

10.2. The obligations contained in clause 10.1 above shall not apply to any Confidential Information which:

10.2.1. is already in the possession of the disclosing party other than as a result of a breach of this Agreement;

10.2.2. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement; or

10.2.3. is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction.

10.3. Each party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 10 by its employees, agents and sub-contractors.

10.4. The Customer agrees that the ideas, materials and other documents relating to the Service are confidential and all proprietary rights belong to Concorde and shall not be used or disclosed except as permitted by this agreement.

10.5. This clause 10 shall survive the termination of this Agreement for whatever reason.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Once full payment has been made and the deliverables have completed and signed off, the ownership of the rights to the deliverables created will pass to the Customer.

11.2. Third party materials, such as imagery, used in the deliverables may be subject to usage liabilities such as royalties and license fees. Concorde shall procure such license as necessary for the use of third party materials for use within the scope of the Proposal. The Customer should obtain written consent from Concorde for use of any part of the deliverables outside of the scope of the Proposal.

11.3. Unless otherwise stated in the Proposal, Concorde reserves the continuing right to use any deliverables it produces for the promotion of its services.

11.4. Where the Proposal includes Software created by Concorde, Concorde retains ownership of all copies of the Software and the Intellectual Property Rights (IPR) therein. The Customer has no rights to the Software or the IPR contained therein.

12. LIABILITY

12.1. The following provisions set out the entire financial liability of Concorde including any liability for the acts or omissions of its employees, agents or subcontractors) to the Customer in respect of:

12.1.1. any breach of this Agreement; and

12.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

12.2. Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.3. Nothing in these conditions excludes or limits the liability of Concorde for death or personal injury caused by negligence or for fraudulent misrepresentation.

12.4. Subject to clauses 12.2 and 12.3:

12.4.1. Concorde shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the supply of the Service or their use by the Customer.

12.4.2. The Customer assumes all risks as to the suitability, quality, and performance of the Service.

12.4.3. Concorde total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to, and in no event shall exceed, the amount originally paid to Concorde for the Service.

12.4.4. Concorde shall not be liable for any loss, damage or delay which arises as a result of the termination of the contract between us, or for our compliance with relevant statutory or regulatory requirements.

12.4.5. It is the responsibility of the Customer to ensure that the deliverables comply with all laws, regulations and codes in all countries where the deliverables are used. The Customer agrees to indemnify Concorde against any costs arising from the use or misuse of the deliverables.

12.5. No verbal or written information or advice given by Concorde or its dealers, distributors, employees or agents shall in any way extend, modify or add to these conditions.

13. PAYMENT TERMS AND PRICING

13.1. Where a deposit is required, Concorde is not obliged to carry out any work before the deposit is received. In the event that any preliminary work is carried out prior to receipt of the deposit and the order is then cancelled Concorde will invoice the Customer for this work.

13.2. The Purchase Price is exclusive of VAT. VAT shall be charged at the prescribed rate at the date of invoicing. The Customer shall pay the VAT to Concorde as if it were part of the Purchase Price and all requirements and other provisions concerning payment of the Purchase Price shall apply accordingly.

13.3. The Purchase Price, once accepted by both parties as signified by the receipt of a signed Proposal, is applicable for 12 months from the date of signing. Concorde reserves the right to increase the price of any work outstanding after that period.

13.4. Prior to each payment due date, Concorde shall issue an invoice to the Customer. Unless otherwise stated in the Proposal, each invoice is payable within 7 calendar days.

13.5. If the Customer fails to make payment on a due date then without prejudice to any other right or remedy available to Concorde, Concorde shall be entitled to suspend or terminate the Service.

13.5.1. Should a payment be late by 30 or more days, Concorde may suspend the Service.

13.5.2. Should a payment be late by 60 or more days, Concorde may terminate the Service.

13.6. In the event that any payments due under these terms and conditions become overdue, interest on such amounts shall be payable by the Customer, from the due date to the actual date of payment, after as well as before any judgment, at the rate of 2% over the base lending rate for the time being of First National Bank Limited (FNB).Such interest shall accrue on a daily basis and be compounded quarterly.

13.7. In the event that any payments due under these terms and conditions become overdue, Concorde reserves the right to add a fee of R200+VAT to cover the costs of administration of the debt.

13.8. All payments shall be paid in full without set off, deduction or counterclaim whatsoever.

13.9. Where any invoice includes a reduction due to an agreement to pay by Direct Debit or Standing Order, should the payment not be made by such means, Concorde reserves the right to recharge the reduction.

13.10. Concorde reserves the right to vary the Purchase Price according to further requirements made by the Customer subsequent to order acknowledgement. Any such variation shall be advised by Concorde in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.

13.11. Where the Proposal includes design work, unless otherwise stated in the Proposal, the Purchase Price includes an allowance for two sets of changes to each deliverable. Additional changes shall be charged at the prevailing hourly rate. Any such variation shall be advised by Concorde in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.

13.12. The charge for carriage of goods is at additional cost to the Customer, unless otherwise stated in the Proposal.

13.13. Concorde reserve the right to charge expenses when fulfilling the work. Any mileage shall be charged at the rate of R10.00 per km. No expenses shall be incurred without the Customer’s express written agreement.

14. CHANGES TO TERMS AND CONDITIONS

14.1. Concorde reserves the right to change these Terms and Conditions at any time. The most current version of these Terms and Conditions may be found on our website.

14.2. When changes are made to the Terms and Conditions a notice shall be placed in our email newsletter. The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.

14.3. The most current version of the Terms and Conditions shall supersede all previous versions.

15. ENTIRE AGREEMENT

15.1. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and shall supersede any previous agreement between the parties relating to the subject matter of this Agreement. No variation of this Agreement shall be valid unless in writing signed by both parties.

15.2. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) which it may have relied on in entering into this Agreement. The only remedy available to it shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

Should you have any questions concerning these Terms and Conditions, contact Concorde before submitting a signed agreement to any Proposal.