



**We Are Africa at Sundance  
21-25 October 2018  
Sundance Mountain Resort**

## **BUYERS TERMS AND CONDITIONS**

### **1. DEFINITIONS**

1.1 In these Terms: We Are Africa at Sundance means the 5 day event put on by We Are Africa LLP; Event means the We Are Africa at Sundance travel show taking place from 21-25 October 2018 at Sundance Mountain Resort in Utah, United States of America; Buyer means the person whose details are set out overleaf and who was accepted by We Are Africa LLP to attend the Event as a buyer; Contract means the contract between the Buyer and We Are Africa whereby We Are Africa has agreed to allocate a place to the Buyer for the purpose of attending the Event, as set out on the application form; The Cancellation Fee means the charges payable by the Buyer under the Contract as specified in clause 4; Official evening functions, means ONLY functions organised by We Are Africa; Force Majeure means, in relation to We Are Africa at Sundance, any circumstances beyond the reasonable control of We Are Africa LLP including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist or other similar purposes, biochemical attacks, cyber-attacks, national mourning, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations; GBP and £ means British Pounds; We Are Africa at Sundance means We Are Africa LLP, the company Beyond Luxury Media Ltd. and its officers, employees and/or agents; Official Evening Functions, means those functions organised or arranged as such by We Are Africa LLP as part of the Official Programme; Official Programme means the programme of events organised or arranged by We Are Africa LLP details of which shall be made available at least 2 weeks prior to the start of the Event; Parties shall mean We Are Africa LLP and the Buyer; Private Event means an event arranged by an Exhibitor for Buyers; Rules & Regulations means the rules of the Venue where the Event is taking place and provided to the Buyer from time to time; Terms means these terms and conditions; Venue means Sundance Mountain Resort, the site at which the Event is to be held.

## **2. TERMS OF THE CONTRACT**

2.1 These terms and the application & Contract form overleaf constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

2.2 Any changes or additions to the Contract of the Terms must be agreed in writing by We Are Africa. We Are Africa may, from time to time, vary or amend these Terms, provided that such variations or amendments do not operate to diminish the rights reserved to the Buyer under the Contract, and shall not operate to increase the liabilities of We Are Africa or its agents.

2.3 The buyer invitation is offered here subject to availability at time of signing by the Buyer having fully read and understood the terms and conditions of the contract.

## **3. OFFER PROPOSED BY WE ARE AFRICA TO THE BUYER**

Buyers accepted to We Are Africa at Sundance will receive the following:

3.1 Access to the We Are Africa at Sundance event from check-in at 3pm on Sunday 21 October to check-out at 11am on Thursday 25 October 2018.

3.2 Pre-scheduled appointments on Tuesday 23 October and Wednesday 24 October 2018.

3.3 Participation in the Destination Training Workshop on Monday 22 October 2018

3.4 Four nights accommodation and all official networking meals (full board) at Sundance Mountain Resort

3.6 Access to full event programme including morning adventures, late-night cinema and closing party

## **4. BUYER OBLIGATIONS**

4.1 Should their application be successful, upon presentation of the invoice the Buyer will pay the GBP 550 fee in full to We Are Africa LLP, within 30 days maximum. The buyers place on the programme is not confirmed until payment has been received.

4.2 The Buyer has a duty and is obliged to actively take part in submitting, accepting and approving pre-scheduled meetings and therefore also has a duty, and is obliged to attend all pre-scheduled meetings arranged. The Buyer is also obligated to attend the Event and all related social events according to the official programme of the Event.

4.3 The Buyer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors or fellow Buyers throughout their entire stay at the Event. Failure to comply with this requirement may result in action taken in accordance to the clause 5.6 and/or exclusion from the Event and future events organised by We Are Africa LLP or Beyond Luxury Media Ltd without refund of any sums that may have already been paid by that person.

4.4 The Buyer shall not leave the event prior to the official close of the event without prior written permission from the organisers.

4.5 The Buyer is prohibited to display or distribute any political, illegal, immoral or offensive material at the Event. No lotteries, games of chance or raffles or use of audio, lighting or audio-visual will be conducted without the prior written consent of We Are Africa.

4.6 The Buyer shall comply with all reasonable instructions of We Are Africa, the venue operator and statutory regulations and the rules & regulations.

4.7 If the Buyer fails to attend any pre-scheduled appointments with an exhibitor on site at the Event the Buyer will be liable to an immediate penalty charge of GBP100 per appointment missed. Penalty payments must be settled with We Are Africa within 14 days of the Event.

## **5. FEES**

5.1 The Buyer shall pay the Fee in accordance with clause 4.

5.2 If the Commencement Date is less than 120 days prior to the start of the Event, payment of the fee will be required immediately by return.

5.3 The Buyer shall not be permitted to participate in the Event unless payment in full and in cleared funds has been made of the Fee prior to commencement of the Event.

5.4 All payment of Fees must be paid by card or bank transfer to the nominated account of We Are Africa LLP and no payment will be accepted by cheque.

## **6. CANCELTION**

6.1 By signing and agreeing to the contract overleaf, the Buyer agrees to the policy below regarding any cancellation that should occur within the specified dates.

6.2 The Buyer may cancel their place in the Buyer Programme by giving prior notice in writing to We Are Africa before 21 July 2018 and the GBP 550 fee, if paid, will be refunded in full. Where such notice is received by We Are Africa LLP after 21 July 2018, the Buyer shall remain liable for the GBP 550 Fee in full and no refund will be made.

6.3 We Are Africa shall be entitled to cancel the Buyer's place at We Are Africa at Sundance as well as their company's participation in any future events, should the Buyer fail to attend one or more pre-scheduled meetings, attend functions held by 3rd parties on nights when official Event functions are taking place, is a no-show to the Event or is seen to be selling to Exhibitors or fellow Buyers.

6.4 We Are Africa may (without limiting any other remedy) at any time terminate the contract by giving written notice to the Buyer if the other commits any breach of these terms and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.5 We Are Africa reserves the right to cancel the invitation and contract in full if confirmation of participation by the Buyer is not received subject to available spaces remaining on the programme.

## **7. INDEMNITY**

7.1 The Buyer shall indemnify and hold harmless We Are Africa against any loss, damages, costs, expenses or other claims arising from: a) breach of these terms by the Buyer or any person. b) acts or omissions of the Buyer or its employees, whether negligent or otherwise.

## **8. LIMITATION OF LIABILITY - The Buyer's attention is particularly drawn to this clause**

8.1 Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither We Are Africa LLP nor its contractors engaged on arranging the Event shall be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contract or otherwise howsoever for any loss or damage incurred by the Buyer whether, loss of profits, indirect, consequential or special, costs, expenses or other claims which arise from or in connection with the Event (including without limitation any delay or cancellation of the Event).

8.2 Subject to clause 8.1, We Are Africa LLP's total liability to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contractor otherwise howsoever, in respect of all loss or damage arising from or in connection with the Event, shall in no circumstances exceed the Fee.

8.3 Neither We Are Africa LLP nor its contractors engaged on arranging the Event shall be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law, or under the express terms of the Contract or otherwise howsoever for any loss or damage incurred by the Buyer whether, loss of profit, direct or indirect, consequential or special, costs, expenses or other claims arising: a) as a result of an act of Force Majeure; b) in relation to the movement of freight to and from the Venue; or c) other than personal injury or death caused by negligence, by fire, accident or theft of any nature.

8.4 If the Event is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Event as a result of: a) an act of Force Majeure; or b) conflicts or misinterpretations arising with the national or local authorities of the host country, its sponsors, agents or other bodies regarding any and all aspects of the Event; C) change in Venue or date of the Event made at We Are Africa LLP's absolute discretion, then each of the following shall apply: i) Neither We Are Africa LLP nor any of its agents shall have any liability for any loss, damage or delay to the Buyer arising as a result of such circumstances; ii) We Are Africa LLP shall be entitled, but not obliged, to reschedule the Event to another date and/or at an alternative site; and iii) We Are Africa LLP shall be entitled to retain such part of the Fee paid by the Buyer as it, in its absolute discretion, considers necessary to meet any expenses incurred by it in connection with the Event.

8.5 References in We Are Africa at Sundance's marketing materials to "Guaranteed business Meetings with Exhibitors" or "Target Selected Suppliers" shall imply an obligation on We Are Africa LLP to use reasonable endeavour to provide such services

to Buyers. However, if We Are Africa LLP is unable to honour such guarantees, such failure shall not constitute a breach by We Are Africa LLP of the Contract.

## **9. GENERAL**

- 9.1 No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.2 If any provision of these Terms is held by any court or other competent authority to be invalid, illegal or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 9.3 The Buyer agrees to give We Are Africa their consent under privacy laws to give their personal information to exhibitors through all networking mediums.
- 9.4 The Buyer agrees to give We Are Africa their consent under privacy laws to be photographed or videoed by a camera during their participation at our event and that the resulting material could be used for promotional purposes on print, on the internet and on electronic format.
- 9.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, not constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 9.6 We Are Africa does not allow any family members or life partners, junior staff, students, children, advertising sales staff or non-delegates to attend any of the official functions or the We Are Africa Event.
- 9.7 We Are Africa is for senior management only. We Are Africa reserves the right to refuse entry to any junior staff.
- 9.8 The Contracts (Rights of Third Parties) act 1999 shall not apply to the Contract save for the agents of We Are Africa LLP seeking to enforce the terms of clause 7.3.
- 9.9 This Contract shall be governed by and construed according to English Law.
- 9.10 Subject to clause 9.10 each Party submits to the exclusive jurisdiction of the English Courts and waives any right it may have to object to an action being brought in those courts, but for the benefit of We Are Africa LLP, the parties agree that We Are Africa LLP may bring any action arising out of or in connection with this Contract, or enforce any judgment, in the courts of any other jurisdiction.

CONTACT US ON

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