

Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions:

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:

- "Company" means African Labour Law Society , a Company, duly registered and incorporated as such in the Republic of South Africa and having registration number: 2021/915703/08, and shall include its successors-in-title;
- "Cancellation Fee" means a fee as specified in clause 7 levied by the Company to the Delegate upon receipt by the Company of a written request by the Delegate to cancel this Agreement.
- "Delegate" means the party registering to attend the Event in terms of these Terms and Conditions.
- "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;
- "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;
- "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;
- "Parties" means the parties to these Terms and Conditions, being the Company and the Delegate;
- "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;
- "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;
- "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
- "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.

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.

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.

4. The word "clause" or "clauses" refer to clauses of these Terms and Conditions.

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.

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.

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.

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. INFORMATION

Privacy Statement.

The African Labour Law Society (ALLS) is committed to your right to privacy. If you choose to register or submit information to this Website, you agree to the use of such data in accordance with Terms and Conditions of registration.

Collection of information.

The site collects only personal information that is specifically and voluntarily provided by you – for example, if you register online. Such information may consist of, but is not limited to, your name, current job title, company address, email address and telephone numbers.

Use of information.

Personal information is used only for limited purposes – we will use your contact details in order to respond to any queries submitted by you. We may also use your information to provide you with information in relation to our upcoming events, offers, products, or services which we believe could be of interest to you or your organisation, to carry out

surveys and to get your views in relation to the products or services which we provide. You have the right to unsubscribe from this service by sending us an email to clare@africanlabourlaw.org

We will ensure that our marketing activities comply with applicable law, and implement procedures to obtain necessary consents before sending you email containing information about ALLS. You may at any time request that we discontinue sending you such material.

Access to Information.

We aim to keep our information about you as accurate as possible. If you would like to review or change the details that we hold about you, please contact us at clare@africanlabourlaw.org.

Changes to our Privacy Policy and Information Security.

We reserve the right to modify or amend this privacy statement at any time and for any reason.

Ownership of the copyright and trademarks of this site.

All the contents, product names and details website and downloads from it are owned directly by ALLS. All rights reserved.

Hyperlinks

We are not responsible for the privacy policies and practices of other sites, even if you access them using links from this Site. We strongly recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions. In addition, if you linked to this Site from a third-party site, we are not responsible for the privacy policies and practices of the owners or operators of that third-party site.

3. REGISTRATION TO EVENTS MANAGED BY ALLS

The Delegate agrees that:

- a) 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;
- b) 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;
- c) any conflicting terms and/or conditions stipulated by the Delegate are expressly excluded;
- d) 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
- e) 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.

- f) 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).
- g) 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.
- h) 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.
- i) 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).
- j) Such Registration Fee shall be payable by the Delegate to the Company in cash, in South African currency (Rands), or by USD or Botswana Pula converted into either Rands and free of any exchange, deduction and/or set-off. Payments can be made using a credit card, via Pay Fast, 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.
- k) 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
- l) 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.
- m) 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).

- n) 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 A PHYSICAL EVENT

The Delegate agrees that the purpose of the Event is the professional education of persons attending there at and the Delegate undertakes to conduct itself accordingly.

The Company reserves the right to determine eligibility of any Delegate.

5. CANCELLATION POLICY FOR PHYSICAL ATTENDANCE

- Bookings will not be taken after 23 February 2026
- We will not accept cancellations after the 31 December 2025. Substitutions may be made.
- There will be no refund in the event of non-attendance at the conference.
- Cancelled and paid for registrations before the 31st December 2025 will receive a 50% refund.

6. SECURITY, INSURANCE AND NON-LIABILITY FOR PHYSICAL EVENTS

- a. 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.
- b. 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:

- a. 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;
- b. 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;
- c. 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;
- d. 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.
- e. consents to have his/her photograph posted on ALLS' social media platforms

8. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

- a. 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 here from 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.
- b. 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.

- c. 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.
- d. 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 Standand/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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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

- a. 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.
- b. 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.
- c. 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. PROTECTION OF PERSONAL INFORMATION

Whilst the Company is committed to protecting each Delegates' right to privacy, in registering for the event, the Delegate consents to the use of personal information in accordance with the provisions of this clause.

The Company will receive personal information, specifically and voluntarily as provided by the Delegate.

Information regarding the Delegate's IP address, browser type, domain name(s), access time(s) and referring websites may also, automatically, be collected by the Company. This information shall be used by the Company for purposes of optimization of the website service and for the retention of statistics regarding its use.

Personal information provided by the Delegate shall be utilized for purposes of facilitating the Delegate's attendance at the Event and for the provision to the Delegate of all services associated with the Event. These purposes may involve the limited provision to sponsors and clients and fellow Delegates of the Event of the Delegate's name and e-mail address and may involve the provision to the Delegate of information relating to upcoming events, offers, products or services.

Further, the Delegate's e-mail address may be shared with a third party to carry out surveys conducted in relation to products or services provided by the Company during or after the Event. In relation to such further processing of personal information, the Delegate has the right to object to the processing of such personal information by notifying the Company, in writing, at any time, of such objection. The Delegate may further unsubscribe from any services provided by the Company at any time, in writing, by e-mail.

Delegates shall be entitled to access the personal information held by the Company and the Company undertakes to confirm the record or description of the personal information of the Delegate held by the Company within a reasonable time. Any request for access to information should be directed to clare@africanlabourlaw.org.

The Delegate consents to the Company storing the Delegate's personal information and to the processing of such personal information for the specific purposes outlined in this clause and, whilst the Company undertakes to take reasonable measures to secure the integrity and confidentiality of the personal information, the Company shall not be liable to the Delegate in relation to any loss of, damage to or any unauthorized destruction or access to the personal information, save in the event of the Company's gross negligence.