

# SAPOA CONVENTION

## TERMS AND CONDITIONS

<p>1. All contracts entered into by and with <b>South African Property Owners Association NPC t/a SAPOA</b> (Registration No 1966/008959/08), here on referred to as 'The Company or Company' are subject to the following terms; and conditional to the provisions of the sales contract. The client signature on this document constitutes an irrevocable and binding contract with The Company. <b>South African Property Owners Association NPC.</b></p> <p>2. Non variation This document constitutes the whole agreement between the parties and no addition to or variation of the agreement shall be of any force or effect unless reduced to writing and signed by the client and an authorised signatory of <b>South African Property Owners Association NPC.</b></p> <p>3. Fees are inclusive of all program materials and refreshments.</p> <p>4. Payment Terms</p> <p>4.1 Following completion and return of the order form, full payment is required as per the Three-tiered fee structure: -</p> <ul style="list-style-type: none"> <li>a) To qualify for the early bird rate, book and pay in full by 31 August 2020.</li> <li>b) To qualify for the standard rate, book and pay in full by 20 November 2020; and</li> <li>c) The late registration fee will be effective from 21 November 2020.</li> </ul> <p>Unless otherwise stated, payment must be made in SA Rand.</p> <p>4.2 Should payment be made by way of cheque and any one cheque is dishonoured for whatsoever reason, the full amount owing by the client will immediately become due and payable. A R50 (Fifty Rand) (excluding VAT) administration fee will be levied to the client's account.</p> <p>4.3 Should payment be made via Swift transfer; all changes relating to this transaction must be carried by the client.</p> <p>4.4 The company reserves the right to withhold registration and / or tickets should payment not reflect on or before the night of the event.</p> <p>4.5 Payment for the event must be paid by all clients prior to the date of the event.</p> <p>4.6 It is the responsibility of the client to contact the Finance Department with regards to payment and registration or tickets.</p> <p>5. Cancellation:</p> <p>5.1 All bookings carry a 30% cancellation liability 7 (seven) days after signing of the sales contract (as defined above).</p> <p>5.2 The cancellations must be confirmed in writing, attention Adriaan Berry on <a href="mailto:debtors@sapoa.org.za">debtors@sapoa.org.za</a>.</p>	<p>5.3 No cancellations will</p> <p>5.4 Should cancellation not be made timeously or at all, or in accordance with this paragraph, the full Event fee will be payable and is non-refundable.</p> <p>5.5 The 30% cancellation fee will be payable within 5 (Five) days from date of invoice reflecting the 30% charge.</p> <p>5.6 Cancellation received 30 days after signing of the contract or 30 days prior to the event date or whichever comes first will incur a 100% cancellation fee.</p> <p>5.7 All refunds due will only be issued after the event.</p> <p>6. Copyright etc</p> <p>All intellectual property rights in all materials produced or distributed by <b>South African Property Owners Association NPC</b> in connection with this event is expressly reserved and any unauthorised duplication, event or distribution is prohibited.</p> <p>7. Client information is kept on <b>South African Property Owners Association NPC</b> database and used by <b>South African Property Owners Association NPC</b> to assist in providing selected products and services which may be of interest to the client, and which will be communicated by letter, phone, fax, e-mail or other electronic means.</p> <p>8. Important note: While every reasonable effort will be made to adhere to the advertised event, <b>South African Property Owners Association NPC</b> reserves the right to change event dates, or omit event features and content, or merge the event with another event, as it deems necessary without penalty and such situations no refunds, part refunds or alternative offers shall be made. In the event that <b>South African Property Owners Association NPC</b> cancels the event for any reason whatsoever, (including, but not limited to any force majeure occurrence) and provided that the event is not postponed to a later date nor is merged with another event, the Client shall receive a credit note for the amount Client has paid to such a permanently cancelled event, valid for up to one year to be used for another <b>South African Property Owners Association NPC</b> event. No refunds, part refunds or alternative offers shall be made.</p> <p>9. Breach: Should the client fail to make payment of any sum required in terms of the agreement or fail to observe any provision or fail to perform any condition of this agreement, then <b>South African Property Owners Association NPC</b> will be entitled to its option and without prejudice to any of its rights to: Enforce relevant provisions of the agreement and to declare the balance of all amount owing to date, to be due owing and immediately payable; To cancel the agreement and / or claim specific performance of all the defaulting party's obligations.</p>
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<p>10. Legal proceedings: The client consents to the jurisdiction of the Magistrate's Court in any proceeding which may be instituted by <b>South African Property Owners Association NPC</b> against the client, notwithstanding that the amount in issue is beyond that jurisdiction of the court.</p> <p>10.1 However, <b>South African Property Owners Association NPC</b> is entitled to waive this right and submit to the jurisdiction of the court in which the client's office is located. In any proceeding instituted by <b>South African Property Owners Association NPC</b> against the client, <b>South African Property Owners Association NPC</b> shall be entitled to recover costs calculated as between attorney and own client, tracing fees and such collection commission as <b>South African Property Owners Association NPC</b> is obliged to pay its attorneys:</p> <p>10.2 The client selects as his/her chosen domicilium citandi et executandi its physical address; 36 Wierda Valley, Paddock View Building, Wierda Valley, Sandton,2196.</p>	<p>11. This agreement shall be binding to the estates, heirs, executors administrators, trustees, assigns, liquidators, curators or the other legal representatives of the client as fully and effectually as if they had signed this agreement in the first instance and reference to the client shall be deemed to include such party's estate, heirs, executors ,administrators, trustees ,assigns, liquidators, curators or other legal representatives as the case may be.</p> <p>12. Warrantees: The client agrees that no representation or warrantees were made to him/her other than those specified in this document either expressly or tacitly.</p>
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