



ZIMBABWE
SMART SUSTAINABLE CITIES

TERMS AND CONDITIONS

1. Your registration is an offer from Company to attend an Event which is subject to Company's acceptance in writing (which may include (without limitation) email). A binding contract between Company and you will only be formed when written confirmation of acceptance ("Confirmation" or "Confirmed") is sent by Company to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact Company if you have not received Confirmation within 5 days of your registration, but in any event if Confirmation is not sent within 14 days of Company receiving your registration, your registration will be deemed to be accepted unless Company notify you otherwise. Company reserve the right in its sole discretion to refuse to accept your registration.
2. You will pay Company the fees specified in your booking form for the Event ("your fees"). Payment of your fees must be received in full and in cleared funds by Company from you in accordance with Company's payment terms from time to time in force but in any event not later than 48 hours before the Event. If payment of your fees in full is not received before the Event, Company may (at its sole discretion) either require such payment as a condition of your entry to the Event or refuse you entry to the Event. No refunds of any proportion of your fees already paid (if any) will be made and any balance of your fees will remain due and payable where entry to a Event is refused under this Condition 2.
3. All discounts can only be applied at the time of registration and discounts cannot be combined. All discounts are subject to Company's approval. Discounts for group registrations are only valid for the number of delegates specified on your booking form. If the number of delegates that actually attends the Events is (for any reason) less than the number specified in your booking form, then Company may (at its sole discretion) change the fees charged to reflect the number of delegates that actually attend the Event in line with Company's published prices then in force. Any additional sums payable to us as a result shall be paid in line with Condition 2.
4. Prices for each Event are correct at the time of publication. Company reserves the right to change the prices at any time but changes will not affect registrations which have already been confirmed by Company. The applicable sales tax of the country where the event is taking place is also subject to change and you will be charged the applicable sales tax at the time you make your booking.
5. It is the intent of the parties that Company will receive payment of your fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding

taxes ("Taxes"), all of which shall be paid solely by you. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the payment of your fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

6. You may cancel your registration in accordance with this Condition 6. You will receive a refund of your fees paid to Company (if any): (i) if you cancel your registration 57 days or more before the Event, subject to an administration charge equivalent to 10% of the total amount of your fees plus VAT. The Company regrets that the full amount of your fee remains payable in the event that your cancellation is 56 days or less before the Event or if you fail to attend the Event. If a cancellation changes the entitlement to a multi-registration discount, the lowest value registration will be cancelled first. No cancellations are accepted once any part of a single or multi registration party has accessed the pre-event networking or partnering facilities. All cancellations must be sent by email to admin@zimsmartcities.co.zw or info@zimsmartcities.co.zw
7. You acknowledge that the refund of your fees in accordance with Condition 6 is your sole remedy in respect of any cancellation of your registration by you and all other liability is expressly excluded.
8. Substitutions with employees from your organization are welcome at any time but in all other respects delegate registrations are issued for your personal use only and cannot be shared with any person during the Event. You may not purchase registrations as agent for any third party or sell or otherwise transfer your registration to others, or exploit the registration commercially or non-commercially in any way.
9. Company may (at its sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
10. Company may (at its sole discretion) change the date or cancel a Event at any time for any reason. Where Company changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the terms of Condition 10 shall apply) Company shall offer you the option of attending any rearranged Event that Company chooses to organize (acting in its sole discretion). If you promptly notify Company in writing before the date of the Event that you do not wish to attend the rearranged Event or if Company elects not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive either a credit note or a refund in respect of your fees received by Company.
11. Where a Force Majeure Event has or may have (in Company's sole discretion) an adverse impact on: (i) the ability of Company to hold the Event at the planned venue

or on the planned date; or (ii) the Event generally, then Company shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. Any of your fees received by Company shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 10 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. If Company is unable or elects not to rearranged or reschedule the Event pursuant to this Condition 10, then you will (as its sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees received by Company in each case less an administration charge equivalent to 25% per cent of the total amount of your fees (which Company may (in its sole discretion) either deduct from any refund or credit note or invoice the you separately). For the purpose of this Condition 10 "Force Majeure Event" means any event arising that is beyond the reasonable control of Company including (without limitation) to speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war. These terms and conditions shall apply in respect of any rearranged or rescheduled Event organized by Company pursuant to this Condition 10.

12. To the fullest extent permitted by the applicable law, Company shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change. You acknowledge and agree that the provisions of conditions 9 and 10 set out your sole remedy should the Event date be changed or cancelled and all other liability of Company is expressly excluded.
13. Company may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of Company represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by Company or the venue owners at the Event.
14. All unauthorized photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. You consent to filming and sound recording and photography of the Event as a delegate and you consent to the use by Company of any such recording or photography anywhere in the world for promotional, marketing and other purposes.
15. The personal information which you provide to us will be held by us on a database. You agree that Company may share this information with other companies in the Zimbabwe smart and sustainable cities network and selected third parties in Zimbabwe and internationally.

16. To the fullest extent permitted by the applicable law, Company excludes: (a) all liability for loss, injury or damage to persons or property at the Event; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If Company is liable to you for any reason, Company's total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by Company.
17. If, by reason of any Force Majeure Event, Company is delayed in or prevented from performing any of its obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by you by reason thereof. Company's obligations shall be suspended during the period of the delay or non-performance and Company and you shall each use reasonable endeavors to mitigate the effect of the Force Majeure Event. The provisions of this Condition 16 are subject to the provision of Condition 10.
18. Company reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.
19. No person other than you and Company shall have the right to enforce these terms and conditions between us without the prior written agreement of you and Company.
20. Company reserves the right to apply the next applicable price tier up to and including the final event price in the event of the invoice payment terms being exceeded.
21. This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English courts. Nothing in this Condition 20 shall prevent or restrict Company from pursuing any action against you in any court of competent jurisdiction.