

**Talent Agenda Series Southern Africa Conference 2018**

**Reservation Form**

Please fill out the form below with your person and event details, to reserve your place at the Talent Agenda Series Southern Africa Conference. Please confirm in which currency you would like to pay in the appropriate box.

**Personal Details**

|  |  |
| --- | --- |
| Name: | Job Title: |
| Company:  | Email: |
| Address:  | Tel: |
|  | Mobile: |

**Event Details**

|  |  |  |  |
| --- | --- | --- | --- |
| **Currency:** | **Tick your Currency Choice:** | **Amount in that Currency** | **Ticket Quantity:** |
| USD |  | 1095 USD |  |
| GBP |  | 851 GBP |  |
| South African Rand |  | 15709 ZAR |  |

Signature:

Date:

**RESERVATION FORM**

**1. Terminology**
1.1 In these Terms and Conditions (‘the Conditions’) and in all Contract Details to which these Conditions apply the following words and expressions shall have the following meanings:-
• ‘Candidate’ means any person the Company puts forward to be engaged, interviewed, assessed or employed by the Client;
• ‘Client’ means the company or organisation or any legal entity named in the Contract Details for whom the Company has agreed to provide the Services in accordance with these Conditions;
• ‘Company’s Fees’ means the Fees shown in the Contract Details;
• ‘Company’ means Global Career Company Limited (Registered No. 04512110) of The Lightbox, 111 Power Road, London W4 5PY, United Kingdom
• ‘Contract Details’ means the sheet/document detailing inter alia the Client and the Services to which these Conditions apply;
• ‘Services’ means the services provided by the Company for the Client as set out in the Contract Details
• ‘Contract Timeframes’ means the effect dates of agreement through which the Services are provided, as outlined within the Contract Details.
1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
1.3 References to the singular shall be deemed where appropriate to include the plural and references to the masculine gender where appropriate shall be deemed to include the female gender.
1.4 The signing of these Conditions, Reservation Form and the Contract Details constitutes a formal, irrevocable commitment by the Client concerned.
1.5 These Conditions (together with the terms set out in the Contract Details in respect of each Contract) constitute the entre agreement between the parties and supersede any previous agreement or understanding and may not be varied in writing between the parties. In all cases, if there is any discrepancy between these Conditions and the Contract Details, the Contract Details will take precedence. For the avoidance of doubt no representation or statement made by any of the Company's representatives prior to the date of the Contract Details shall be binding on the Company.

**2. Services**
**2.1** The Services, including all online, offline and event aspects, are owned and organised by the UK registered company Global Career Company Ltd. The Company has sole responsibility for the strict application of the provisions of these regulations.
**2.2** The Company shall provide the Services to the Client subject to these Conditions and the Contract Details.
**2.3** Unless otherwise provided for in these Conditions, the Contract Details may only be varied (including without limitation, the nature of the Services, the location of the provision of the Services and the extension of the period for the Services) by agreement in writing between the Client and the Company. For the avoidance of
doubt the Company shall be entitled in its absolute discretion to refuse to change the nature of the Services and/or location of the Services or extend the period set out in the Contract Details.
**2.4** The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with an applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
**2.5** The Client will not make use of photographs, banners, slogans or any other material of a political nature, or of any other nature deemed by the Company as potentially harmful to its reputation or offensive in any way, in connection with the Services. The Company’s sole and ultimate discretion will apply in all cases concerning material used in connection with the Services.
**2.6** The content of any reports or other material published as part of the Services will lie within the absolute discretion of the Company. The Company will not be liable for any change or delay in the publication date of such material.

**3. Events**
**3.1** Any event organised by or in partnership with the Company [hereafter ‘Events’], may be postponed or closed at any time by the Company, without the Client being entitled to claim any indemnity. If, for unforeseeable circumstances beyond The Company’s control, Events are not held, are impeded or organised for a different date, the Client may not claim an indemnity from The Company on any grounds whatsoever. The Client continues to be liable for its financial obligations.
**3.2** The Client is specifically forbidden to introduce into Events, any object or substance deemed by the Company to be dangerous, or of such a kind as to cause inconvenience to other Clients or visitors. Additionally, the Client may not paint interior or exterior walls of rooms and stands or put posters up on them, except for surfaces specifically designed for that purpose.
**3.3** The Company reserves the right to change the location of Events at any time and for any reason. In no case is the Client entitled to claim an indemnity on such grounds. The Company reserves the right at all times to reject a request to participate, without any obligation to state the reasons.
**3.4** It is mandatory for exhibition stands and rooms to be manned at all times. If a stand or room remains unmanned for an extended period the Company reserves the right to man it on the Client’s behalf at a cost of £1,000 per day. The Client also undertakes not to close hospitality rooms during the Events’ opening hours unless previously agreed with the Company.
**3.5** The Client is responsible for completing any customs procedures for materials and products or documents of foreign origin. The Company cannot be held liable for any problems which may result from such procedures.
**3.6** The Client is strictly forbidden to lease or sublet, even free of charge, all or any part of its contracted Services at any Event. Any breach of this stipulation without written agreement by the Company will involve the immediate cancellation of the Contract without the Client being entitled to any recourse for indemnity or
reimbursement of sums paid over, and with all outstanding Company Fees due.
**3.7** Stands or hospitality/interview rooms not effectively occupied by the Client at an Event may, without prior warning be freely allocated to another Client (unless the Client has notified the Company in advance that it will not be able to occupy the room or stand by this time and has requested that the room or stand be reserved until a later time). The defaulting Client may not claim any indemnity, nor withdraw from its contractual financial obligations on such grounds.
**3.8** The Company will not be liable for any detrimental impact upon the performance of its duties in connection with the Services resulting from the late provision of collateral, job descriptions or other necessary material, or the failure to keep any other project management deadlines or meetings.
**3.9** The Company does not guarantee the number or identity of individuals or organisations present at its Events, and will not be held liable for the absence of any named or unnamed attendee.

**4. Fees and Expenses**
**4.1** The Client shall pay the Company's Fees and any additional sums which are agreed between the Company and the Client for the provision of the Services within 7 days of the date of the invoice or on the Due Dates outlined in the Contract Details, whichever is the shorter.
**4.2** The Company reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply, interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.
**4.3** Without prejudice to the Company’s right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due the Company reserves the right to be paid on an indemnity basis any costs incurred in recovering any money due under this contract (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. The Company’s administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.
**4.4** The Company accepts payment in GBP. Payments made in currencies other than GBP will be subject to a 10% foreign exchange fee. The Company may agree to accept payment in USD, Euro or ZAR without an additional charge.
**4.5** UK VAT at the rate of 20% will only be payable by a Client which is based in the UK and/or whose invoices are to be sent within the UK. Where invoices are to be sent to a country whose government levies a Withholding Tax, the respective rate of Withholding Tax will be added to the chargeable fees on all invoices and should be paid in full by the Client as per the terms in Article 4.1.
**4.6** After signing the Contract for an Event, all sums must be paid in full before the Company will provide entry to the event for the Client. Should payment not be received before the Event is due to commence, the Company reserves the right to withdraw entry or withhold Services, with full payment remaining outstanding to cover all work and costs undertaken by the Company.
**4.7** The Client shall reimburse the Company for all expenses (‘Chargeable Expenses’) incurred in providing the Services provided that such expenditure is reasonably incurred for the proper performance of the Services and agreed for by the Client.

**5. Intellectual Property**
**5.1** All rights, title and interest (including copyright) in respect of all inventions, discoveries, designs, programs, data, drawing, coding sheets, coding source or object codes or other material relating to or comprising computer software systems and other works (‘the Inventions’) originated, developed, derived or made by the Company or agent of the same during the course of or in any way whatsoever related to the providing of the Services shall belong to the Company.
**5.2** The Client warrants that any documents or other materials and any data or other information provided by the Client to the Company relating to the Services will not infringe the copyright or other rights of any third party.
**5.3** Regarding any Licensed Software or Documentation containing copyrighted material and other of the Company’s proprietary material and information, the Company shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software and Documentation. The Client will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software or Documentation, or any component thereof.

**6. Termination**
**6.1** The Company may (without limiting any other remedy) at any time terminate the Contract Details with immediate effect by giving written notice to the Client if any payment due to the Company is outstanding from the Client for more than 15 days after the payment is due.
**6.2** The Company may (without limiting any other remedy) at any time terminate the Contract Details with immediate effect by giving written notice to the Client if the Client commits any breach of the Conditions and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so,
or if the Client goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
**6.3** Except as defined in Article 6.4, or unless the Contract specifically states otherwise, the Client may not cancel, terminate or place on hold the Services during the Contract Timeframes, which for any Event Services means from the date of signature. If the Client wishes to cease the provision of Services within the Contract
Timeframes, the Company’s Fees must be paid in their entirety, as outlined in Article 4.1.
**6.4.1** In all cases, Expenses incurred by the Company as outlined in Article 4.10 shall be payable by the Client as outlined in Article 4.1.
**6.4.2** Any invoices provided by the Company to the Client within the Contract must be settled by the Client as outlined in Article 4.1.

**7. Warranties**

**7.1** The Company warrants to the Client that the Services will be provided using professional care and skill.
**7.2** The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any materials, data or other information provided by the Client for the Company relating to the Services or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong from, or arising from their late arrival or non-arrival, or any other fault of the Client.
**7.3** Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract Details, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (which caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.
**7.4** The Company shall not be liable for the non-performance of its obligations associated with the Services where the non-performance or delay is due to Force Majeure circumstances and therefore beyond the Company’s reasonable control. Force Majeure circumstances include acts of war, terrorism, flood, fire, earthquake and other Acts of God, strikes, changes in legislation or any other occurrence which impairs the performance of any obligations to be undertaken by the Company and which were not caused directly or indirectly by either the Company or Client and which could not have been reasonable foreseen by either party.
**7.5** In no case may a Client bring a claim against the Company for damages in respect of, for example, and without limitation to the unavailability of selected delegates for the event; inadequacy, poor organisation or unexpected closure of venues; printing errors in any documents or advertising directly or indirectly connected to the Services, technical problems with any software or poor performance versus targets. The above list is not exhaustive.
**7.6** The entire liability of the Company under or in connection with the Contract Details shall not exceed the total Company Fees charged by the Company.
**7.7** When the Client is participating in Events organised by the Company, the Company is not liable for any injury caused to the Client and its representatives, attending candidates and visitors, or damage to their equipment or property before, during or after the Events, regardless of the cause of such injury or damage. By participating in the Events, the Client renounces any claim for damages or interest arising from fires or any other cause. In particular, equipment and machines used by the Client must be installed in compliance with the requirements and regulations in effect. The Client is solely liable for any accident resulting from its demonstrations of equipment or machines. In no case shall the Company be held liable in this respect. If legal action is brought by third parties, the Client undertakes to guarantee the Company against any award made against it and protect it from any claims.
**7.8** Insurance: see venue regulations for respective events. For summit and Campaign events, the entire liability of the Company under or in connection with the contract shall not exceed £1,000,000 except as expressly provided in these Conditions.

**8. General**
**8.1** All material or other information provided by the Company which is so designated by the Company or which the Client might reasonably expect the Company would regard as confidential, shall at any time before or after the termination of the Contract Details be kept confidential by the Client and shall not be divulged to any person; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
**8.2** The Company respects the confidentiality of all sensitive information provided by the Client and which the Client informs the Company is confidential. The Company will agree with the Client in advance how much of this information may be disclosed to Candidates during the assignment, outlined in the Contract Details to be
received three days after posting.
**8.3** The Company may assign the Contract Details or any rights thereunder without the consent of the Client. The Client may not assign the Contract Details or any rights thereunder without the Company's prior written consent.
**8.4** The Client agrees that both during and for the period of twenty-four months after signing this Contract, it shall not whether by itself, its officers, employees or agents, or through any company, firm or organisation, or otherwise directly or indirectly, engage nor offer to engage (in any capacity whatsoever including, without
limitation, as consultant or employee) any employee of the Company whose services were offered or supplied to the Client by the Company in respect to this Event or any other contracted service that the Company has undertaken on behalf of the Client. In the event of such an occurrence, the Client agrees that a fixed fee of $50,000 will be payable immediately and in full to the Company. This fee will act as part compensation to the Company for the loss of an employee and part success fee for recruitment by the Client. This is non-negotiable and will be enforced in all cases.
**8.5** Any notice or communication required or permitted to be given under these Conditions shall be in writing and shall be deemed to be duly given if left at or sent by first-class post to the party at the address specified in the Contract Details or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and if sent by first-class post shall be deemed to be received three days after posting. If any claim is issued in respect of the Contract Details the Client irrevocably nominates the address stated in the Contract Details as the address for service of proceedings. In the event that no address is given in the Contract Details, the address for service of proceedings shall be either the registered office or the last known place of business of the party concerned.
**8.6** No failure or delay by either party in exercising any of its rights under the Contract Details shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract Details by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
**8.7** The Client formally agrees to obey all clauses of these regulations. The provisions will be strictly enforced and are not to be deemed as merely advisory. The Company has the sole responsibility of deciding upon the measures to be taken for the application of such clauses.
**8.8** Any provision of these Conditions held by any competent authority to be invalid shall be severable and shall to the extent necessary to prevent invalidity be deemed to be omitted from these Conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provision
of these Conditions.
**8.9** These Conditions shall in all respects be construed and take effect in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts