

TERMS AND CONDITIONS APPLICABLE TO INVITEES TO THE PREMISES

IMPORTANT NOTES

- A. Words and expressions used in these Terms and Conditions shall bear the meanings assigned to them in clause 1 below.
- B. These Terms and Conditions shall apply to all Invitees who enter in Harmony's Premises to attend an Event, irrespective of whether or not the Invitee in question signs these Terms and Conditions and/or a separate acceptance form, and shall be applicable for as long as any claim may arise between the Parties as a result of the Invitee in question entering the Premises, attending an Event and/or participating in any Activity.
- C. Where a Booking is made on behalf of an Invitee by a Patron, such Patron shall be bound to these Terms and Conditions and be regarded as an Invitee to the extent applicable. **The Patron shall in such event be liable to in Harmony for the compliance by the Invitee(s) for who the Patron made such booking with these Terms and Conditions on a joint and several basis together with such Invitee(s).**
- D. Where a provision in these Terms and Conditions is printed in **bold and in a larger font**, the Invitee is required to **take special notice of such provision**, in accordance with the provisions of section 49(2) of the Consumer Protection Act, No 68 2008 ("CPA"), should the provisions of the CPA apply to these Terms and Conditions.
- E. **in Harmony's liability in respect of damages is limited, which specifically limits the Invitee's entitlement to recover losses and/or damages sustained from in Harmony in accordance with clause 10 below.**
- F. **The Invitee acknowledges that he/she will not be entitled to rely on representations made by any of in Harmony's employees or agents, unless such representations are made in writing and signed by an authorised representative of in Harmony. The Invitee warrants that the information provided by him/her to in Harmony is truthful, complete and accurate in all respects, and is supplied voluntarily for the purpose of acquiring Accommodation and/or attending an Event and/or participating in any Activity.**
- G. **in Harmony shall be entitled to rely upon all and/or any of the information supplied by the Invitee from time to time as being completely true and accurate.**
- H. **Any warranties or indemnities given herein are in addition to the warranties and/or indemnities given to in Harmony in terms of any other document.**
1. **INTERPRETATION AND DEFINITIONS**
- 1.1 The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of these Terms and Conditions nor any clause hereof. Unless a contrary intention clearly appears, words importing:
- 1.1.1 any one gender include the other genders;
- 1.1.2 the singular include the plural and *vice versa* (the other way around); and
- 1.1.3 natural persons include created entities (corporate or non-corporate) and the state and *vice versa* (the other way around).
- 1.2 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 1.3 Reference to "**writing**" or "**written**" means in writing signed by the issuing Party and served by any means including facsimile and any form of electronic data interchange, i.e., the transmission of data via electronic communication links between the Parties or other machine-readable data media.
- 1.4 Any reference in these Terms and Conditions to a Party shall include a reference to that Party's assigns expressly permitted under these Terms and Conditions and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.
- 1.5 In these Terms and Conditions, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
- 1.5.1 "**Accommodation**" means the cottages and rooms used for the provision of overnight accommodation on the Premises by in Harmony to the Invitee;
- 1.5.2 "**Activity**" means any activity which a person might participate in whilst at or around the Premises, including, but not limited to, enjoying meals, hikes and walks on the Premises and the larger La Motte farm of which the Premises is part, social activities around the Boma, Chapel, Venues and Dining Halls (as indicated on the map provided in the reception area);
- 1.5.3 "**Booking**" means a reservation for an Event or an invitation to attend an Event having been accepted by the Invitee (where applicable) and/or a reservation for Accommodation (where applicable);
- 1.5.4 "**business day**" means a day which is not a Saturday, Sunday or official public holiday in South Africa;
- 1.5.5 "**Event**" means an event, function and/or gathering presented or taking place at the Premises, which may include the participation by Invitees in certain Activities;
- 1.5.6 "**Event Fee**" means the value of the Booking made by a Patron and/or Invitee for an Event (which may include the costs of Accommodation);

- 1.5.7 **"Invitee"** means a person entering the Premises for the purposes of attending and/or participating (in any way whatsoever) in an Event and/or an Activity, whose details are recorded on the last page of these Terms and Conditions;
- 1.5.8 **"in Harmonie"** means in Harmonie NPC (Registration Number: 2010/000288/08);
- 1.5.9 **"Materials"** has the meaning given to it in clause 7.3 below;
- 1.5.10 **"Parties"** means the Invitee and in Harmonie and **"Party"** shall refer to either one of them, as the context requires;
- 1.5.11 **"Patron"** means a person or entity who or which makes a Booking on behalf of an Invitee but does not attend an Event or otherwise enter the Premises;
- 1.5.12 **"personal information"** has the meaning ascribed thereto in POPI;
- 1.5.13 **"POPI"** means the Protection of Personal Information Act, No. 4 of 2013, as amended;
- 1.5.14 **"Premises"** means Portion 26 of Farm No. 1041, La Motte, Division: Paarl, in extent: 19.5605 hectares;
- 1.5.15 **"Privacy Policy"** means the privacy policy of in Harmonie from time to time, as available on its Website and/or on a written request to in Harmonie;
- 1.5.16 **"Terms and Conditions"** means these terms and conditions as set out in this document;
- 1.5.17 **"Website"** means in Harmonie's website as can be found on <https://www.inharmonie.co.za/>.

2. CONTRACT

Subject to clause H above, these Terms and Conditions (together with any terms applying specifically to a Booking which are not contained herein) shall solely govern the relationship between in Harmonie and the Invitee in respect of the Invitee's entry onto and/or use of the Premises, attendance of an Event and/or participation in any Activity from time to time.

3. EVENTS

- 3.1 All registrations for attendance of Events shall be made by prior Booking with in Harmonie unless otherwise arranged with in Harmonie.
- 3.2 Proof of payment for a Booking (where applicable) shall be sent to registrations@inharmonie.co.za prior to the start of an Event.
- 3.3 Where an Invitee makes a Booking where an Event Fee is applicable, the Invitee's Booking will only be confirmed once payment of the Event Fee reflects in the nominated bank account of in Harmonie.
- 3.4 Where in Harmonie cancels a Booking due to low enrolment for the Event or inclement weather, the Invitee who made the Booking shall be entitled to a full refund of the Event Fee (where applicable) as well as the costs of Accommodation where payment for Accommodation was made in addition to the Event Fee.

- 3.5 **Where in Harmonie cancels a Booking due to cancellation by a guest speaker or Event facilitator, in Harmonie shall be entitled to retain any amounts received from an Invitee and already utilised in preparation for the Event but shall refund such amounts to the Invitee not required as aforementioned. Neither in Harmonie nor any of its employees, agents or promoters shall be under any obligation to refund the payment made by an Invitee and/or Patron where the Event is cancelled due to circumstances beyond in Harmonie's reasonable control.**

- 3.6 For the avoidance of doubt, where in Harmonie cancels a Booking for an Event, in Harmonie will also be deemed to have cancelled the Invitee's Booking for Accommodation (where applicable) unless otherwise arranged between in Harmonie and the Invitee in writing.

4. CANCELLATION OF BOOKINGS BY INVITEES

- 4.1 **Should the Invitee elect to cancel a Booking (where applicable) for whatever reason, the Invitee shall (subject to the applicable provisions of the CPA) be liable for a cancellation fee, which shall be calculated as follows:**

- 4.1.1 **an amount equal to 100% (one hundred percent) of the Event Fee (as well as any additional Accommodation fee paid by the Invitee (where applicable)) if the Booking is cancelled 10 (ten) business days or fewer prior to the start date of the Event;**

- 4.1.2 **An amount equal to 50% (fifty percent) of the Event Fee (as well as any additional Accommodation fee paid by the Invitee (where applicable)) if the Booking is cancelled more than 10 (ten) business days, but fewer than 21 (twenty one) business days, prior to the start date of the Event; and**

- 4.1.3 **where a Booking is cancelled 21 (twenty one) business days or more prior to the date of the Event, no cancellation fee shall be payable.**

- 4.2 For the avoidance of doubt, where an Invitee cancels a Booking for an Event, the Invitee will also be deemed to have cancelled the Invitee's Booking for Accommodation (where applicable) unless otherwise arranged between in Harmonie and the Invitee in writing.

- 4.3 All refund requests shall be made in writing and shall be made by the Invitee who made the Booking and be sent to registrations@inharmonie.co.za.

5. OPINIONS OF GUEST SPEAKERS

The opinions expressed by a guest speaker at an Event are not necessarily the opinions of in Harmonie and in Harmonie takes no responsibility for any statements made or actions taken by any of its guest speakers.

6. ACCOMMODATION

- 6.1 It is recorded that in Harmonie will provide Accommodation to Invitees for certain Events from time to time.

- 6.2 The costs of Accommodation will be in addition to the Event Fee, unless it is specifically stated by in Harmonie in the Event's details that the Event Fee will include the costs of Accommodation.
- 6.3 Where the costs of Accommodation are not included in the Event Fee, Invitees will be entitled to reserve Accommodation by prior Booking by e-mail to registrations@inharmonie.co.za. An Invitee's Booking of Accommodation will only be reserved upon confirmation thereof by in Harmonie in writing. For the avoidance of doubt, where an Event Fee does not specifically include the costs of Accommodation, an Invitee will only be entitled to place a Booking for Accommodation if the Event in question allows for Invitees to place Bookings for Accommodation.
- 6.4 For the avoidance of doubt, in Harmonie shall be under no obligation to provide an Invitee with Accommodation for an Event and Accommodation will be provided to Invitees on a "first come first serve" basis. In Harmonie will be entitled to refuse an Invitee Accommodation for any reason whatsoever.
- 6.5 The Invitee shall vacate his/her cottage/room (as the case may be) by no later than 09:00 on the date of departure.
- 6.6 No alcohol is allowed in the cottages/rooms.
- 7. USE OF INFORMATION AND PERSONAL INFORMATION**
- 7.1 **The Invitee (or where applicable, a Patron) shall provide in Harmonie with such information as may reasonably be required to make a Booking, reserve any Accommodation for an Invitee, facilitate an Event and/or any Activities, including but not limited to identity numbers, names and surnames, address details and, if required for any refunds, banking details of an Invitee and all such information and personal information shall be dealt with in accordance with the Privacy Policy of in Harmonie.**
- 7.2 **Your acceptance of these Terms and Conditions is also an acceptance of the in Harmonie Privacy Policy.**
- 7.3 **The Invitee consents to in Harmonie using the following information of the Invitee ("Materials") for the purposes stated in clause 7.4 below, namely:**
- 7.3.1 **personal information provided by the Invitee or by someone authorised by the Invitee for purposes of facilitating any Booking, Accommodation booking, an Event and/or any Activities;**
- 7.3.2 **materials which relate to the Invitee and are collected/provided pursuant to the Invitee's participation in any Activities, including photographs, images, testimonials, interviews and video footage of the Invitee.**
- 7.4 **The Invitee agrees to in Harmonie using the Materials for the purposes of facilitating Activities on the Premises, as well as for marketing and publicity purposes related to the Activities, which shall include:**
- 7.4.1 **publishing the Materials on in Harmonie's website and social media accounts;**
- 7.4.2 **distributing the Materials to participants in Activities and to persons who may be interested in participating in such Activities in the future; and**
- 7.4.3 **informing the Invitee of upcoming Events and/or Activities which may be of interest to the Invitee.**
- 7.5 **The Invitee acknowledges that in Harmonie's use of the Materials as well as any other information or materials which the Invitee may make available to in Harmonie will be free of charge and that the Invitee will not receive any payment from in Harmonie therefor. In particular, the Invitee hereby waives any claim for payment or compensation in respect of in Harmonie's use of any photographs and/or images of the Invitee.**
- 7.6 **Any images or photographs taken by the Invitee whilst at the Premises and/or given to the Invitee by in Harmonie is for the personal use of the Invitee only. The Invitee cannot sell or otherwise commercialise any photographs or images in relation to in Harmonie or the Premises or any of the other Materials without the prior consent in writing from in Harmonie.**
- 7.7 **If an Invitee and/or a Patron provides in Harmonie with any personal information about any person other than himself/herself/itself, the Invitee/Patron warrants that any such personal information provided on behalf of another person is true and correct, that he/she/it is permitted to disclose such personal information on behalf of the aforementioned person(s) and that such personal information may be used for purposes of facilitating any Booking, Accommodation booking, an Event and/or any Activities, as contemplated in these Terms and Conditions or as otherwise expressly consented to by the Invitee.**
- 7.8 **The Invitee/Patron hereby indemnifies in Harmonie, its employees, agents or subcontractors in respect of any breaches of POPI by the Invitee/Patron or another person acting on his/her/its behalf, in relation to the personal information of any other Invitee and in respect of these Terms and Conditions.**
- 8. GENERAL RULES**
- 8.1 **We would like to give each visitor the opportunity to experience in Harmonie in his/her unique way. We therefore request that no photographs taken in prayer gardens (as indicated on the map provided in the reception area) be posted on any form of social media. We furthermore kindly request that, where any photographs are posted on social media, the hashtag #inHarmonie be used and/or such photos be shared on in Harmonie's website.**

8.2 Smoking shall only be allowed in the Boma area (as indicated on the map provided in reception area). All cigarette butts and matches shall be disposed of in the sand bowls and dustbins provided and no littering shall be allowed.

8.3 Given the sensitive nature of our Events and the use of in Harmonie's facilities to create a space of rest, restoration and reconciliation, in Harmonie does not in general accommodate children under the age of 16 (sixteen). Invitees may request in Harmonie to allow a child/children under the age of 16 (sixteen) to attend an Event, however where such request is granted, the Invitee(s) who made such request shall ensure that the child/children is/are accompanied by a responsible adult whilst on or wandering around the Premises.

8.4 All cellular phones are to be switched off during an Event.

8.5 **In the event that the Invitee represents a minor, or any person which does not have the legal capacity to agree to these Terms and Conditions, the Invitee warrants that he/she is such person's legal guardian or parent, as the case may be, and that the Invitee is authorised to agree to these Terms and Conditions on behalf of such person.**

9. ADDITIONAL RULES

9.1 **In Harmonie shall be free to create additional "house" rules from time to time to which all Invitees must abide and to communicate such rules to the Invitees as in Harmonie may deem appropriate.**

9.2 **The Invitee, by his/her/its signature hereto, undertakes to abide by such additional rules.**

10. INDEMNITY AND LIMITATION OF LIABILITY

The following sets out the entire liability of in Harmonie (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Invitee in respect of any breach of these Terms and Conditions.

10.1 **in Harmonie shall not be liable to the Invitee for any loss, claim, damage or liability ("loss") that may be suffered by the Invitee as a result of the Invitee's entry onto the Premises, attendance of a Event and/or Participation in any Activity except to the extent that, and then always subject to clause 10.2 below, such loss arose as a result of the gross negligence or intentional conduct or omission of in Harmonie, its employees, agents or subcontractors.**

10.2 **in Harmonie shall not be liable to the Invitee for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect loss, damage, costs or expenses whatsoever which arises out of or in connection with any Booking or the Invitee's entry onto the Premises, attendance of an Event and/or participation in any Activity.**

10.3 **Subject to clause 10.2 above, in Harmonie's total liability in contract, delict (including negligence**

or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of any of in Harmonie's obligations under these Terms and Conditions and/or any Booking shall be limited to the Event Fee and the costs of Accommodation, where the costs of Accommodation have been paid in addition to the Event Fee.

10.4 **In addition to any and all other indemnities given by the Invitee upon entering the Premises, to the maximum extent permitted by applicable law, the Invitee hereby indemnifies in Harmonie against any loss suffered by in Harmonie (including any claim which may be instituted by third parties) in relation to the Invitee's entry onto the Premises, the attendance of an Event and/or participation in any Activity, as well as any loss which may be suffered by in Harmonie which relates to in Harmonie's use of the Materials.**

11. BREACH

11.1 **Should the Invitee breach any material term of these Terms and Conditions, then, in addition to any other claim which in Harmonie may have under applicable law, in Harmonie shall be entitled to immediately cancel the Invitee's Booking(s) and to eject the Invitee from the Premises without a refund to the Invitee and/or the Invitee who made the Booking(s).**

11.2 For the avoidance of doubt, any Invitee found disturbing other Invitees and/or disregarding reasonable instructions of in Harmonie's staff shall be in breach of a material term of these Terms and Conditions.

12. LAW AND JURISDICTION

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

12.2 The Parties agree that the courts of South Africa shall have exclusive jurisdiction for any action or proceedings commenced under these Terms and Conditions.

12.3 **Save where in Harmonie elects to institute action against the Invitee in the Magistrate's Court (in which case the Invitee submits to the exclusive jurisdiction of the Magistrate's Court), the Parties hereby submit to the exclusive jurisdiction of the Western Cape High Court, Cape Town, in respect of any claims or disputes arising out of these Terms and Conditions.**

13. MISCELLANEOUS

13.1 Notwithstanding any express or implied provisions of these Terms and Conditions to the contrary, no latitude or extension of time which may be allowed by the Parties hereto in respect of any matter or thing that the Parties are bound to perform or observe in terms hereof, shall under any circumstances be deemed to be a waiver of the rights of the Party which grants the said latitude or

extension, at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

- 13.2 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by both Parties to these Terms and Conditions.
- 13.3 Each provision in these Terms and Conditions is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
- 13.4 Where any Invitee is under the age of 18 (eighteen) years, his/her parent or legal guardian shall consent to and sign these Terms and Conditions (specifically including in respect of the consent for the use of any personal information of an Invitee) on behalf of the minor Invitee and shall be responsible for the compliance of such minor Invitee with these Terms and Conditions.

14. NOTICES AND REGISTERED ADDRESS

- 14.1 Any notice given by either Party shall be hand delivered or sent by registered post or e-mail to the other's *domicilium citandi et executandi* ("**domicilium**") (i.e. an address where notices and legal documents may be delivered).
- 14.2 The Invitee's *domicilium* shall be as provided to in Harmonie in writing (specifically including pursuant to any form in acceptance of these Terms and Conditions).
- 14.3 in Harmonie's *domicilium* shall be the following:
Physical Address: in Harmonie, 1 La Motte, R45, Franschhoek, 7690;
E-mail Address:
registrations.admin@inharmonie.co.za.
- 14.4 Delivery to either Party at its premises (physical address) shall be deemed to have been delivered 5 (five) business days after it has been sent by prepaid registered post to the Party's *domicilium*, on the date of delivery if delivered by hand, the business day immediately following the date of despatch if sent by email, unless the contrary is proved. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium*.