

CAPE TOWN INTERNATIONAL CONVENTION CENTRE COMPANY (RF) SOC LTD	
CATEGORY: Policy	
Policy	Cancellation Terms & Conditions Policy
Category	<i>Business practices and procedures</i>
Application	This policy applies to all employees of CTICC
Owner	Finance and IT Governance Committee
Last Review	May 2022
Review Date	May 2024
Next Review	May 2026

Purpose

The purpose of this policy is to outline the terms and conditions related to event cancellations. Event cancellations with reference to general cancellations per the General Terms and Conditions and in particular cancellations surrounding 'Vis Major'.

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1. Introduction

The CTICC enters into a contractual agreement with clients to host their events within the CTICC complex. This policy has been created to outline the cancellation terms and conditions of the CTICC, for instances where a decision is made to cancel events after a contract has been signed by the client. This policy also covers cancellations in the event of a 'Vis Major'.

2. CTICC's Day Conference Package Offerings – Reduction in Numbers

Should a client have contracted on one of the CTICC's package offerings and decides to reduce event attendance numbers, then the following attendance number reductions will be permitted, prior to cancellation.

- 30 days or more prior to the commencement of the hire period, the hirer will be able to reduce the number of attendees by 25% of the contracted quantity.
- Between 29 and 4 days prior to the commencement of the hire period, the hirer will be able to reduce the number of attendees by 10% of the contracted quantity.
- In the event of a cancellation, the above points will be applicable based on the date the written cancellation notification is received.

3. General Cancellation Terms and Conditions

The date of cancellation will be recorded as the date that the CTICC receives written notification of cancellation. Once the notification has been received, the following cancellation terms will apply to the venues:

3.1 Exhibition Halls

- 50% (fifty percent) of the total hire charges shall remain payable if written notice of cancellation is received between 720 (seven hundred and twenty) days and 360 (three hundred and sixty) days before the commencement of the hire period.
- 100% (one hundred percent) of the total hire charges shall remain payable if written notice of cancellation is received less than 359 (three hundred and fifty nine days) days before the commencement of the hire period.

3.2 Meeting Rooms and Other Spaces

- 10% (ten percent) of the total hire charges shall remain payable if written notice of cancellation is received more than 180 (one hundred and eighty) days before the commencement of the hire period.
- 25% (twenty five percent) of the total hire charges shall remain payable if written notice of cancellation is received between 121 (one hundred and twenty one) days and 179 (one hundred and seventy nine days) days before the commencement of the hire period.
- 50% (fifty percent) of the total hire charges shall remain payable if written notice of cancellation is received between 61 (sixty one) days and 120 (one hundred and twenty) days before the commencement of the hire period.
- 75% (seventy five percent) of the total hire charges shall remain payable if written notice of cancellation is received between 31 (thirty one) days and 60 (sixty) days before the commencement of the hire period.
- 100% (one hundred percent) of the total hire charges shall remain payable if written notice of cancellation is received less than 30 (thirty) days before the commencement of the hire period.

3.3 Change in Contract Value

- In the event that the hired areas originally booked are no longer required and the value of the new agreement is less than the original agreement, the difference in the hire

charges will be charged to the client as cancellation fees.

- Should the value of the new agreement remain the same or increase, there will be no cancellation fees applicable, however, the client is responsible for updated costs.

3.4 Re-sell Process

- The CTICC may, at its sole discretion, refund a portion of the cancellation fees paid by the client, if the hired area is re-let for the same date, duration and value for which it was initially contracted.

4. Vis Major

- The parties may postpone, subject to agreement on a suitable date, or cancel any bookings and terminate the agreement, in the event of any acts of vis major arising, which includes but not limited to fire, shortage of labour, strikes, lockouts, industrial unrest, restrictions, pandemics, acts of terrorism, acts of God, pandemic, epidemic or endemic as declared by the South African Government or any other circumstances beyond the control of the parties, which shall prevent the parties from performing their obligations in terms of this agreement.
- In the event of the agreement being terminated in the circumstances set forth in the above clause, CTICC shall repay the hirer all the amounts paid under the agreement, subject to the deduction of an amount equal to the sum of the charges incurred by CTICC up to the date of termination including pre-paid costs, and that part of the hire charge attributable to the part of the hire period that has lapsed prior to such termination.
- Should the venue be damaged, but nevertheless remain substantially useable in the sole discretion of CTICC, then the agreement shall not terminate, but the hirer shall be entitled to a refund pro rata, of the consideration paid, having regard to the extent to which the hirer is deprived of full beneficial use and enjoyment of the hired area.
- Should a dispute arise between the parties regarding the materiality of the damage to the venue referred to in the above the dispute shall be referred to an independent architect to be appointed by CTICC within 24 hours of such dispute arising (as time is of the essence) with no less than 10 years' experience for adjudication. The architect's decision shall be binding and final.
- Although CTICC recognises all relevant labour legislation, it is not responsible for any industrial action that may impact on an event.
- Should the hired area consist of an outdoor facility, CTICC shall have discretion to change such facility in consultation with the hirer should there be any concerns regarding weather conditions. Should no alternative facilities be available, point 3 shall apply mutatis mutandis.

5. Waiver

The CTICC's Chief Commercial Officer may authorise up to a 50% waiver on cancellation fees up to a maximum of R300 000 (including VAT) to maintain client relationships and loyalty. This amendment will be agreed upon in writing and communicated as such between the hirer and the CTICC. These cancellations must be reported to the CEO.

6. CEO Authority

Any cancellations applied outside of the parameters of this policy will be at the discretion of the CEO.

This allows the CTICC to remain competitive, focus on retaining clients and to continuously secure new business. These cancellations will be reported to the Board, ensuring good business practices are adhered to.

7. Approval

This policy was approved by the CTICC Board of Directors on 23 May 2024.



Chairperson

23 May 2024 _____

Date