

GENERAL TERMS AND CONDITIONS

General Terms and Conditions of the private company **Roho Ya Chui Photography and Training (PTY) LTD**, with its registered office in Johannesburg, South Africa, postal address, Postnet Suite 502, Private Bag X1, 2076 Melrose Arch, registration number 2009/020684/07, Roho Ya Chui (PTY) LTD.

General

The following terms and conditions govern all agreements to be entered into with Roho Ya Chui (PTY) LTD. Deviations from these terms and conditions are only binding if confirmed in writing by the board of Roho Ya Chui (PTY) LTD. The nullity of one or more of the provisions of these general terms and conditions shall not impede the validity and application of the other provisions.

Definitions:

Organizer: Roho Ya Chui (PTY) LTD in Johannesburg.

Client: The natural or legal person requesting the Organizer to perform activities for consideration. Until the conclusion of an agreement, the Client will also be referred to as the "Requester." Upon registration, the participant consents to the information and terms and conditions of Roho Ya Chui (PTY) LTD as described below.

Participant: The party that participates or will participate in a course or workshop of Roho Ya Chui (PTY) LTD pursuant to an agreement between the Client and Roho Ya Chui (PTY) LTD.

Article 1 Agreement/Booking

1. The agreement is concluded upon verbal or written acceptance by the Client of an offer of Roho Ya Chui (PTY) LTD. The Client will receive written confirmation of the agreement from Roho Ya Chui (PTY) LTD either by post or by e-mail.
2. Offers of Roho Ya Chui (PTY) LTD are without obligation (for both parties); no rights can be derived from errors in calculation or typographical errors.
3. If for reasons of interest shown and in consultation between the parties Roho Ya Chui (PTY) LTD begins performance/adjustment of an offer before an agreement is entered into in writing, the Requester shall owe all costs involved in preparation, including but not limited to research costs specified for obtaining more information than described in the initial, non-obligatory offer, costs of site visits and on-site meetings at the Requestor's location.

Article 2 Payment

1. If the Client appears with fewer persons than the number reserved, the amount of the offer cannot be reduced, but other persons may be substituted for those who are prevented from participating in the course/workshop.
2. Unless explicitly agreed otherwise in writing, the Client's cancellation of an agreement shall not discharge the Client from its payment obligation. In the event of cancellation, amounts already paid will not be refunded.
3. Unless explicitly agreed otherwise in writing, payment by the Client of the amount of the offer entails that an agreement has been concluded. This amount must be paid in accordance with the conditions stated on the invoice, and no later than 28 days prior to the start of the trip. Some trips may be subject to other conditions of payment. If any such other conditions of payment apply, Roho Ya Chui (PTY) LTD will notify the Client of these other conditions. After the event, the Client may be invoiced for additional costs incurred and for costs not previously invoiced, as well

as any credit/debit resulting from changes in the order confirmation. A separate item for potential additional costs will be included in the offer.

4. A Client failing to make payment on time is in default by operation of law, with no specific notice of default being required. Roho Ya Chui (PTY) LTD is entitled to rescind the agreement or to demand full performance of the agreement. Roho Ya Chui (PTY) LTD is also entitled to claim supplemental compensation of damages for all costs already incurred in relation to the agreement.
5. A Client failing to make payment on time owes statutory interest to Roho Ya Chui (PTY) LTD on the amount of the agreement, as from the date of default, with a portion of a month being counted as a full month.
6. In the event that Roho Ya Chui (PTY) LTD is forced to turn over its claim to another party, the Client shall owe extra-judicial collection costs in the amount of 15% of the principal. The principal consists of the amount of invoice plus interest accrued.

Article 3. Participant

1. The Participant is required to adequately inform Roho Ya Chui (PTY) LTD of all information that is or could be relevant to proper performance of the agreement, such as illnesses and handicaps. If the course or workshop is given in conjunction with a trip, the participant is obliged to undergo the immunizations prescribed and/or recommended by the authorities.
2. If the course is given in conjunction with a trip, the Participant is obliged to carry all required travel documents at all times.
3. The Participant is obliged to strictly follow all reasonable instructions given by or on behalf of Roho Ya Chui (PTY) LTD, insofar as such instructions are relevant to proper conduct of the course or workshop and to the safety of the participant individually and the other participants in the course or workshop, including the instructors.
4. Participants who cause or may cause such a degree of impediment or nuisance as to pose a significant level of increased difficulty in the proper performance of the course or workshop may be excluded from the activity (or continuation of the activity) by Roho Ya Chui (PTY) LTD in consultation with the Client.
5. All costs arising from impediment and exclusion of the participant will be borne by both the Client and the Participant, if and insofar as the consequences of the impediment or nuisance can be attributed to the Participant. Roho Ya Chui (PTY) LTD reserves the right to recover any damages caused by the Participant.
6. If Roho Ya Chui (PTY) LTD provides equipment such as cameras, laptops and other technical equipment to the Participant for the purposes of a course or workshop, this equipment will be provided under a loan-for-use agreement. The Participant is obliged to use and keep custody of the items loaned with all due care. If the Participant does not observe the required degree of care, the Participant shall be liable for all resulting damage.
7. If the Participant is of the opinion that agreed activity does not adequately reflect the description of this activity in the publications of the Organizer, then the Participant must inform the guide thereof, insofar as possible at the location of the activity. The guide will ensure that the inadequacy or complaint is remedied to the satisfaction of all participants (to the extent possible). Complaints must be submitted to Roho Ya Chui (PTY) LTD in writing no later than ten days after the end of a course or workshop.

Article 4 Liability of Roho Ya Chui (PTY) LTD

1. Roho Ya Chui (PTY) LTD and its subordinates bear no liability whatsoever for any damages, howsoever called and regardless of cause, other than damages resulting from intent or gross negligence on the part of Roho Ya Chui (PTY) LTD and/or its subordinates, to be demonstrated by the Client, and then only up to a maximum of the amount of the activities or deliveries to be conducted/provided by Roho Ya Chui (PTY) LTD or a proportionate amount thereof. Where possible, Roho Ya Chui (PTY) LTD will ensure itself against liability. If an event is covered by the liability insurance of Roho Ya Chui (PTY) LTD, Roho Ya Chui (PTY) LTD's liability is limited to the amount paid out under the insurance in question.
2. Under no circumstances shall Roho Ya Chui (PTY) LTD be liable for consequential damages and consequential loss, damages due to business stoppage, loss of orders, loss of profit, and the like.
3. Roho Ya Chui (PTY) LTD shall not be liable for damages suffered by Participants resulting from delays, mechanical breakdowns, weather conditions, natural disasters, strikes, illness or any situation of any nature beyond the control of Roho Ya Chui (PTY) LTD.

Article 5 Force majeure

1. In the event of situations beyond the control of Roho Ya Chui (PTY) LTD, Roho Ya Chui (PTY) LTD is entitled to suspend performance of the order or to rescind the agreement in whole or in part, without entitling the Participant to any compensation of damages, costs or interests on that basis. Roho Ya Chui (PTY) LTD will immediately inform the Participant in the event of such circumstances and attempt to offer an alternative that is satisfactory to both parties.
2. Circumstances beyond the control of Roho Ya Chui (PTY) LTD include: strikes, death, fire, traffic obstructions, acts of war and all other unforeseen circumstances in general as a result of which performance of the agreement can no longer be reasonably required of Roho Ya Chui (PTY) LTD.
3. If the Netherlands and/or the country in which the Participant is domiciled has issued a travel warning for the country in which the course is given, then Roho Ya Chui (PTY) LTD, the Client and the Participant are entitled to rescind the agreement. After rescission, the Client will be refunded the amount invoiced unless Roho Ya Chui (PTY) LTD is able to offer an equivalent alternative location. Rescission shall be effected in writing or by e-mail.
4. In the event the Participant is unable to participate in the course due to an unforeseen illness, the amount invoiced regretfully cannot be refunded to the Client. Roho Ya Chui (PTY) LTD notes that it is generally possible to take out cancellation insurance that will cover such losses.

Article 6 Performance of agreement

Roho Ya Chui (PTY) LTD will perform all services to the best of its ability and may engage third parties in and for the performance of a service. Other than in cases of intent or gross liability directly attributable to Roho Ya Chui (PTY) LTD, Roho Ya Chui (PTY) LTD be liable for damages that the client suffers as a result of engaging third parties without an employment contract with Roho Ya Chui (PTY) LTD.

Article 7 Publications

1. Printing errors and/or evident mistakes in the publications by or on behalf of Roho Ya Chui (PTY) LTD shall not be binding on Roho Ya Chui (PTY) LTD. The offer made by Roho Ya Chui (PTY) LTD in publications is non-obligatory and may be revoked if there is reason to do so.

2. All information, materials and working materials provided by or on behalf of Roho Ya Chui (PTY) LTD to the Client and/or the Participant are solely intended for the personal use of the Client/Participant or the Client's/Participant's organization.
3. Without the prior written permission of Roho Ya Chui (PTY) LTD , the Client/Participant is not permitted to develop or offer a similar training program, independently or in collaboration with third parties, based on the course provided by Roho Ya Chui (PTY) LTD and the teaching plans developed by Roho Ya Chui (PTY) LTD and associated course materials.
4. Roho Ya Chui (PTY) LTD retains the intellectual property rights including but not limited to the copyright to all publications provided by Roho Ya Chui (PTY) LTD to the Client/Participant.
5. The Client and/or Participant retains the intellectual property rights including but not limited to the copyright on all works the participant provides during a course.

Article 8 Applicable law

The courses and workshops governed by these terms and conditions are subject to the law of South Africa. The Parties designate the District Court of Johannesburg, South Africa, as the competent court.