GENERAL TERMS AND CONDITIONS OF SALE

AFRICITIES SUMMIT – KISUMU, KENYA

FROM 26 TO 30 April 2022

These General Terms and Conditions of Sale apply, to the exclusion of any other provision, to any registration of a participant (the "Client") for the Africities Summit which will take place in Kisumu from 26 TO 30 April 2022 (hereinafter the "Event") organized by United Cities and Local Governments of Africa (UCLG AFRICA), a Pan-African International Organization, registered in Rabat, Kingdom of Morocco under the Common Company Identifier (ICE) number 002163383000022, tax identifier number 18766921, exempted from the Trade Register formality, whose head office is located at 22, Rue Essaadiyine, Quartier Hassan, 10020 Rabat, Kingdom of Morocco, represented by Mr. Jean Pierre ELONG MBASSI, in his capacity as Secretary General.

The fact of registering or the Summit, online or by returning the completed registration form, implies a general acceptance, and in full, of these General Terms and Conditions of Sale.

UCLG AFRICA reserves the right to modify the terms of these Conditions. Only the General Terms and Conditions of Sale in force on the day of registration will apply to the registration concerned.

Personal registration

Registration is individual, personal, and non-transferable. In no case can it be exchanged or transferred in case of absence of the Client.

Terms of registration

Registrations can be made:

1- Online on the www.africites.org website

   • The Client registers online by completing all the information requested in the registration form on the website. He undertakes to provide accurate and comprehensive information.

   • By clicking on the "Validate» or “Submit” button at the end of the registration process, and after having checked the content of their order, the Client confirms its registration for the Event and declares to fully and unreservedly accept all these General Terms and Conditions.

   • UCLG AFRICA then sends to the Client, to the email address he provided, a summary of his order as well as the corresponding invoice. Except for organizations subject to public accounting rules, registration will only be definitively accepted by UCLG AFRICA upon receipt of payment of the corresponding price which must be made according to the terms indicated.

   • Upon receipt of payment, confirmation of registration will be sent by UCLG AFRICA to the Client's e-mail address.

2- By completing the registration form which can also be downloaded from the website

   • The duly completed registration form remains the only “contractual” medium. It must be accompanied by the payment or formal and verifiable proof of the payment or officially confirmed by an “affidavit of support” to be accepted; the postmark being taken as proof of its validity in the event of closure of registrations. Any name change is
considered a cancellation and will result in a new paying registration at the rate in force at the time of the new registration.

No other means of registration will be accepted.

**Amount of registration fees**

It corresponds to the price list and status of the participant at the time of payment. Any payment that does not comply with the status of the participant results in the cancellation of the registration.

- The registration fee for the Event is indicated on the website. The amounts indicated are inclusive of all taxes. Except for organizations that are subject to public accounting rules, the price must be paid in full no later than 8 days (eight) days following the online registration for a Professional Client and within 15 (fifteen) days for Clients belonging to the general public.

- UCLG AFRICA reserves the right to refuse access to the Event in the event of non-payment in full on the day of the Event, except for the staff from organizations that are subject to public accounting rules.

- By registering several people at the same time, the Client will be able to benefit from the discounts indicated on the Site, if any. These discounts cannot be combined with any other promotional offer and specific promotional code.

**Payment of registration**

Any payment must be made immediately and identified as being credited to the account to be validated. For any payment by bank transfer, credit card, or bank check, the Client has a period of 15 calendar days after registration to send UCLG AFRICA their payment. In the event of non-receipt of payment from the Client within the time limits set, the Client's registration will be automatically canceled.

**Confirmation of registration**

Confirmation with the Client is only made by e-mail for each registration form. Check that your e-mail address is correctly mentioned and legible. Under no circumstances can the same e-mail address be used on several registrations. Any "incomplete" file will not be processed and taken into consideration in the event that registrations are closed.

**Affidavit of support**

Any registration paid by an institution, an organization, a company, an association, or any other payment not issued personally by the Client himself is considered as an affidavit of support. In this case:

- An agreement will be drawn up in duplicate with the institution.
- Each beneficiary must be identified precisely with an individual e-mail address serving as a unique identifier.
- For any agreement not returned signed within the time limits, the "on-site registration" price will be required for the beneficiary.
- Invoice: it is issued based on an invoice including tax. Any modification will be invoiced.
Registration not validated

The registration form not completed with a missing e-mail address cannot be considered. It will have a pending and "non-priority" status in the event that registration for the Event is closed.

Administration fee in case of modification of registration

The sum of 30 Euros will be invoiced for any modification made to the registration for the administration fee.

Modification of registration

Any modification is subject to an administration fee of 30 Euros.

Closing of registrations

The date will be communicated on the www.africites.org website. However, as soon as the hosting capacity is reached, closure is possible at any time and without notice. Registrations received after this date will be refused (with the postmark serving as proof). After the closing date, the bulletin will not be returned to the sender; the check will be canceled by us.

On-site registration

If on-site registration is possible, its price will be increased by 20 euros. Registrations that are not paid for before the Event will also be increased by the same amount.

Name badge

Upon presentation of the acknowledgment of receipt and of identity document, a name badge will be given to the Client upon arrival at the site on the day of the event. The access badge is personal, non-transferable and must be worn for the duration of the Event. UCLG AFRICA reserves the right to carry out an identity check during the Event in order to ensure that it corresponds to the identity of the badge holder.

Right of withdrawal

The Client has a right of withdrawal which he can exercise within 14 calendar days, from the confirmation of the order, without having to justify a reason. The Customer who wishes to use his right of withdrawal must notify it, within the legal deadlines indicated above, by returning the standard form attached at the end of these General Terms and Conditions of Sale in writing (fax, mail, e-mail: contact@ africites.org) at UCLG AFRICA.

The registration fee will then be refunded, if it had been cashed, within a maximum period of 14 days.

By confirming his order less than 14 calendar days before the start of the Event, the Customer accepts that the performance of the service will begin before the end of the withdrawal period and expressly waives his right of withdrawal.

Cancellation

In the event that the aforementioned withdrawal period has expired, the Customer wishes to cancel his participation in the Event, the cancellation conditions below will apply:

All requests must be sent in writing (fax, mail, e-mail: contact@africites.org) to UCLG AFRICA.

Any refunds will be made after the event, after deduction of the administration fees (30 euros).
Repayment

In the event that the aforementioned withdrawal period has expired, no refund will be made within 30 calendar days of the event. Furthermore, UCLG AFRICA may not be held responsible for disturbances, strikes, or any external demonstrations that may prevent the presence of the person concerned and/or result in the cancellation of the event.

Bank transfer

This must be clearly identified by indicating the name and first name of the Client. The transfer costs are the responsibility of the interested party. In the event of costs borne by the organization, they will be re-invoiced and increased by administrative costs.

Bank card

The Client must ensure with his bank that the transaction will be accepted. If the latter fails, from the 2nd attempt, bank charges amounting to 5% of the registration price will be billed to the Client.

Intellectual property

The logos, brands, names, graphics, and other symbols appearing on the website are the property of UCLG AFRICA. Any total or partial reproduction of these elements without the express authorization of UCLG AFRICA is strictly prohibited.

The documents and presentation materials given to the Client during the Event are the sole property of UCLG AFRICA. They are intended for the personal use of the CLIENT and for his own needs exclusively. Their delivery during the Event does not entail any right of reproduction or distribution to third parties, in particular via an intranet or a website.

Personal data

The personal information collected by UCLG AFRICA as part of the Client's registration for an Event is subject to computer processing in accordance with the regulations in force.

They are necessary for UCLG AFRICA in order to process the registration and participation of the Client and are recorded in the file of UCLG AFRICA's Clients.

The information collected is subject to computer processing intended for the management of Customer follow-up. The recipient of the data is UCLG AFRICA

You have the right to access and rectify information concerning you, which right you can exercise by contacting contact@africites.org.

Probity and transparency

UCLG AFRICA takes care to conduct its activities with honesty, integrity, reliability, and responsibility and intends that any natural or legal person maintaining a relationship with it adheres to the same values.

Consequently, the Parties and any third party acting on behalf of one of them undertake to comply strictly with the laws and regulations in force aimed at the fight against corruption.

In particular, the Client undertakes not to, directly or indirectly, offer, grant, request, or receive from a third party an undue advantage in order to perform, delay, or omit to perform an act falling within
the scope of his duties and an act considered or which could be considered an illegal practice or corruption.

The Client also declares and guarantees to UCLG AFRICA that no sum (including, fees, commissions, or any other undue pecuniary advantage) or any item of value (including, but not limited to, gifts, travel, meals, or inappropriate entertainment) has not been or will be delivered, directly or indirectly, to an employee, manager, or corporate officer of UCLG AFRICA for the purpose of obtaining the signing of this contract and / or to facilitate its execution or renewal.

Any breach on the part of the Client of the foregoing stipulations will be deemed to constitute a substantial breach justifying the termination of the contract.

The Client agrees to inform UCLG AFRICA as soon as possible from the date of registration of any event that would contradict the declarations and guarantees defined in this article.

MISCELLANEOUS PROVISIONS

The program of the Event has been designed by UCLG AFRICA with the greatest possible care and accuracy. However, UCLG AFRICA reserves the right to modify the program, the place, the date as well as the duration if the circumstances oblige it to do so, without the Client being able to claim any compensation for this reason. UCLG AFRICA will inform the Client as soon as possible in the event of any modification and will make its best efforts to propose the organization of the Event under the conditions closest to those initially planned.

In the event that any of the terms of these General Terms and Conditions would be considered illegal or unenforceable by a court decision, the other provisions will remain in force.

Applicable law and disputes

These General Terms and Conditions are subject to the law of the Kingdom of Morocco, the country hosting the headquarters of UCLG Africa.

IN THE EVENT OF ANY DISPUTE RELATING TO THE INTERPRETATION, EXECUTION OR TERMINATION OF THIS CONTRACT, THE COURTS HAVING JURISDICTION OVER THE HEADQUARTERS OF UCLG AFRICA SHALL BE SOLELY COMPETENT. THIS CLAUSE WILL BE THE ONLY APPLICABLE, EVEN IN THE EVENT OF INTERLOCUTORY PROCEEDINGS, OR PROCEDURE THROUGH A PETITION, INTRODUCTION OF THIRD PARTIES, OR MULTIPLE DEFENDANTS.
WITHDRAWAL FORM

FAMILY NAME: .................................................. First name: .......................... ............................
Institution: ........................................................................................................................................
Address: ........................................................................................................................................
..........................................................................................................................................................
Postal code: .................................. City: ................................................................................................
e- mail: ................................................................. @ .................................................................

I hereby notify you of my withdrawal from the contract for the provision of services below:
Registration for the Summit on .................................

Reference of the order: ....................................................................................................................
(Reference appearing on the order confirmation to be completed by the Client)
Reference confirmed on: ....................................................................................................................
(Date of issue of the order confirmation to be completed by the Client)
Date: ................................................................. .................. Signature:

Withdrawal form to be completed and returned by e-mail or by postal mail to: CGLU AFRIQUE - 22,
Rue Essaadiyine, Quartier Hassan, 10020 Rabat, Kingdom of Morocco