

Terms and conditions

This website is operated by BrainFarm (PTY) LTD (Registration No 2014/104134/07) trading as BrainFarm (hereinafter referred to as "BrainFarm")

BrainFarm's physical address and contact details appear below:

Address: Postnet Suite 1125, Private Bag X153, Bryanston, 2021, South Africa

Tel: +27 (0)82 254 4549

Fax: +27 (86) 5486969

Email: info@brainfarm.co.za

Vat No.: 4430274417

KINDLY ENSURE THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE AND BY BOOKING SHAUN TOMSON TO SPEAK AT YOUR EVENT YOU ARE AGREEING TO BRAINFARM'S TERMS AND CONDITIONS CONTAINED BELOW (AS AMENDED FROM TIME TO TIME).

1. COPYRIGHT

1. 1.1. All rights not expressly granted are reserved. To obtain permissions for the commercial use of any content on this website contact The Project Manager at +27 (0)82 558 2189 or e-mail info@brainfarm.co.za
2. 1.2. Users may download, view and print content from this website for private and non-commercial purposes only.
3. 1.3. All moral rights of BrainFarm and its employees and/or agents are reserved.
4. 1.4. While it uses its best endeavours to do so, BrainFarm cannot screen or edit all the content available from this website and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform BrainFarm of any content that may be offensive or illegal.

2. INTELLECTUAL PROPERTY RIGHTS

1. 2.1. All the content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to BrainFarm and as such are protected from infringement by local and international legislation and treaties.

3. ELECTRONIC COMMUNICATIONS

3.1. When you register on this website or send an e-mail to BrainFarm, you consent to receiving communications from BrainFarm electronically and you furthermore agree that all agreements, notices, disclosures and other communications sent by BrainFarm satisfy any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

4. DISCLAIMER

1. 4.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither BrainFarm nor any of its employees, agents and/or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.
2. 4.2. Furthermore, BrainFarm makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions. Users are encouraged to report any possible malfunctions and errors to the persons referred to in clause 1.1.

5. COSTS

1. 5.1. Prices:
 1. 5.1.1. The price of booking Shaun Tomson to speaker at your event will be confirmed via email and on the booking confirmation form. In the case of a discount or special offer, the discounted price or special offer will be communicated.
2. 5.2. Transaction Currency:
 1. 5.2.1. All transactions will be processed in ZAR (South African Rands)
3. 5.3. Value Added Tax (VAT):
 1. 5.3.1. Value Added Tax at the rate of 15% is charged on all speaker bookings by South African companies.

6. BOOKING CONFIRMATIONS

1. 6.1. BrainFarm issues electronic booking confirmations via email. If you have not received confirmation of your booking before the event, contact us to ensure that your booking has been registered.
2. 6.2. In cases of bookings not being confirmed, email blair@brainfarm.co.za or call +27 (0)82 558 2189.

7. PAYMENT METHODS

1. 7.1. Bank Deposit Payments.
 1. 7.1.1. Should you select to pay via bank deposit, instructions will be given on how to deposit monies into the BrainFarm bank account and it would be subject to the following rules:
 2. 7.1.2. The exact amount must be paid
 3. 7.1.3. The payment must be identified by supplying the invoice number and surname or company name in the reference section of the deposit slip or on the electronic transfer.
 4. 7.1.4. Proof of payment needs to be sent to blair@brainfarm.co.za
 5. 7.1.5. Cheque deposits are subject to a clearing period.
 6. 7.1.6. No bank deposits are accepted from outside the borders of South Africa.
 7. 7.1.7. Unpaid bank deposit orders are cancelled after five business days.

8. Promotions

1. 8.1. Shaun Tomson Signed Surfboard
 1. 8.1.1. Should you book and pay for Shaun Tomson to speak at an event in 2019, you will receive a surfboard signed by Shaun Tomson, delivered to an address of your choice within South Africa, free of charge.
 2. 8.1.2. BrainFarm cannot be held responsible for damages to the surfboard during the delivery period or thereafter.
 3. 8.1.3 The surfboards cannot be exchanged for a cash equivalent.
 4. 8.1.4 BrainFarm's decision regarding the availability of surfboards shall be final and binding
 5. 8.1.5 BrainFarm can cancel the promotion at any time without notice.
 6. 8.1.6 No persons who are directors, members, partners, employees, or agents of, or consultants to, BrainFarm, their marketing service provider(s) utilised in connection with this Promotion, any supplier of goods or services in connection with this Promotion, any other person who directly or indirectly controls, or is controlled by, them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter the Promotion.

9. GOVERNING LAW

1. 9.1. This website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

10. SECURITY

1. 10.1. Any person that delivers or attempts to deliver any damaging code to this website or attempts to gain unauthorised access to any page on this website shall be prosecuted and civil damages shall be claimed in the event that BrainFarm suffers any damage or loss.

2. 10.2. You agree and warrant that your log-in name and password shall:
 1. 10.2.1. Be used for personal use only; and
 2. 10.2.2. Not be disclosed to any third party.
3. 10.3. You consent to BrainFarm taking all reasonable steps to ensure the integrity and security of this website and back-office applications

11. CHANGES TO AGREEMENT

1. 11.1. BrainFarm may, in its sole discretion, change this agreement or any part thereof at any time without notice.

12. DISPUTES

1. 12.1. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of BrainFarm, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Sandton in English.

13. DOMICILIUM

1. 13.1. BrainFarm chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, BrainFarm (PTY)LTD, Postnet Suite 1125, Private Bag X153, Bryanston, 2021, South Africa

14. PRIVACY

1. 14.1. BrainFarm shall take all reasonable steps to protect your personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).
2. 14.2. BrainFarm may electronically collect, store and use the following personal information:
 1. 14.2.1. Name and surname;
 2. 14.2.5. Country of residence;
 3. 14.2.6. Closest city;
 4. 14.2.7. Non-personal browsing habits and click patterns;
 5. 14.2.8. Cellphone number
 6. 14.2.9. E-mail address; and
 7. 14.2.10. IP address.
3. 14.3. BrainFarm may collect, store and use the above-mentioned information for the following purposes:
 1. 14.3.1. To greet you when you access this website;

2. 14.3.2. Subject to your consent, inform you of facts relating to your access and use of this website;
3. 14.3.3. Subject to your consent, to inform you about competitions and special offers from BrainFarm and/or its partners / affiliates;
4. 14.3.4. To compile non-personal statistical information about browsing habits, click-patterns and access to this website.
5. 14.3.5 To facilitate the security requirements of any VIP delegate or speaker.
4. 14.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by you. You may determine cookie use independently through the browser settings.
5. 14.5. You may elect not to receive any communications from BrainFarm and/or its partners / affiliates.
6. 14.6. BrainFarm may collect, maintain, save, compile, share, disclose and sell any information collected from you, subject to the following provisions:
 1. 14.6.1. BrainFarm shall not disclose your personal information unless you consent thereto;
 2. 14.6.2. BrainFarm shall disclose information without your consent only through due legal process; and
 3. 14.6.3. BrainFarm may compile, use and share any information that does not relate to any specific individual.
7. 14.7. BrainFarm owns and retains all rights to non-personal statistical information collected and compiled by BrainFarm.