

# VENUE HIRE AND FUNCTIONS TERMS AND CONDITIONS

## 1. DEFINITIONS AND INTERPRETATION

In this agreement -

- 1.1. unless the context indicates otherwise -
  - 1.1.1. "accommodation" means accommodation in any hotel or other facility designed for overnight accommodation on the property;
  - 1.1.2. "accommodation rates" means the net, non-commissionable rates in respect of the accommodation as set out in the quotation and/or the function sheet, charged per room per night, excluding extras (such extras including but not limited to room service, beverages, mini-bar, telephone, laundry and other personal expenses);
  - 1.1.3. "delegate" includes, without derogating from the ordinary meaning of the word, any person attending or participating in the function in whatever capacity and any person making use of the accommodation facilities on the property as part of the function;
  - 1.1.4. "VE" means Velmore Estate, a division of Velmore Banqueting & Conference Centre (Proprietary) Limited;
  - 1.1.5. "function date" means the date on which the function and/or the accommodation commences;
  - 1.1.6. "function sheet" means the document/s setting out the detail of the function contemplated in this agreement;
  - 1.1.7. "occupancy" means the number of delegates attending the function;
  - 1.1.8. "pax" means the number of people;
  - 1.1.9. "PCO" means professional conference organizer acting or purporting to act on behalf of the client;
  - 1.1.10. "quotation" means the quotation regarding the function contemplated in this agreement, stipulating in broad terms, *inter alia*, the function date, the nature of the function; the venue; the estimated rates, the amount of the deposit and any prepayment payable, as well as terms of payment to which these terms and conditions are attached;
  - 1.1.11. "rates" means the cost of services rendered or supplied or to be supplied, including accommodation rates;
  - 1.1.12. "rooming list" means the list setting out the name and particulars of the delegates making use of the accommodation facilities on the property as part of the function;
  - 1.1.13. "the client" means the client as specified in the quotation;
  - 1.1.14. "the function" means the conference, seminar, presentation or other event of whatever nature arranged by or on behalf of the client in any venue (including any accommodation in connection therewith), as specified in the quotation and/or the function sheet and includes any activities forming part of or associated with the conference, seminar, presentation, event or accommodation;
  - 1.1.15. "the parties" means VE and the client and "party" means any of the parties individually;
  - 1.1.16. "the property" means the immovable property situated at 27 Main Road , Mooiplaas. Erasmia , including the fixtures and fittings thereon;
  - 1.1.17. "this agreement" means the agreement set out in this document and the quotation and the function sheet;
  - 1.1.18. "venue" means any venue/s situated on the property, which will be used for the function as well as for the purposes of accommodation;
- 1.2. the singular shall include the plural and vice versa;
- 1.3. words indicating one gender shall import and include the other genders;
- 1.4. clause headings are used for the sake of convenience and shall not govern the interpretation thereof;
- 1.5. the rule of construction that the agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

## 2. AGREEMENT

- 2.1. An agreement shall come into existence between VE and the client only upon the return of the quotation to VE by the client and acknowledgement of receipt thereof by VE and the signature of these terms and conditions by or on behalf of the client and VE.
- 2.2. Notwithstanding the provisions of clause 2.1, the signature of these terms and conditions by or on behalf of the client shall constitute an irrevocable offer by the client to VE to render the services and provide the venue and accommodation set out in the quotation and/or the function sheet at the price mentioned in therein and subject to these terms and conditions, which offer shall be capable of acceptance by VE at any time prior to the date of the function.
- 2.3. Any booking prior to the fulfillment of clause 2.1 shall be provisional and VE shall be entitled to cancel any such booking without prior notice to the client.
- 2.4. All information obtained in any brochure or catalogue, which shall include prices, is subject to change. VE shall not be liable for any inaccuracies in any brochure or information supplied by it which the client fails to verify with VE.

## 3. FUNCTION SHEET

- 3.1. The function sheet as submitted to the client shall be deemed to cover all the client's specifications and requirements in respect of the function.
- 3.2. Any function sheet submitted to the client shall amend and supersede the quotation and any function sheet previously submitted to the client insofar as it varies and/or differs from the quotation or such previous function sheet.
- 3.3. The client shall not be entitled to any discount or rebate on any amount due and payable by the client to VE in terms of this agreement in the event of any dispute arising from a request of the client or PCO to a change in the order of events of the function.

CLIENT Initial \_\_\_\_\_

#### 4. VENUE

- 4.1. All venues are reserved on a tentative basis, and will only be confirmed approximately three months prior to the function date. VE reserves the right to change the venue to another similar suitable venue in its sole discretion.
- 4.2. All venues will be non- smoking venues in accordance with the provisions of the relevant laws regulating the smoking of tobacco products in public places and the client shall and shall procure that all delegates at all times adhere to the provisions of the said legislation.
- 4.3. VE reserves the right to change the name and location of the Client's previously designated function room having given 24 hours notice to do so.

#### 5. AMENDMENT OF RATES

Any amendments to the rates during the function shall be subject to the approval of the client, preferably by the use of banqueting charge sheets.

#### 6. DEPOSIT AND PREPAYMENT

- 6.1. The client shall pay the deposit and prepayment as well as any further payments, strictly in accordance with the payment schedule contained in the quotation and in terms of the provisions of this agreement.
- 6.2. Should a booking be made and confirmed by the client within 14 days of the function date, the client shall be liable to pay 100% of the estimated rates in respect of the function, including accommodation rates, on date of booking.
- 6.3. Without derogating from any other rights which VE may have in terms of this agreement or in law, VE shall be entitled in its sole discretion to cancel the function including any accommodation in the event that the deposit and prepayment conditions contained in the quotation and payable in terms of the provisions of this agreement are not met by the client.
- 6.4. in the event that the Client is not responsible for the delegate's charges, VE shall be entitled to require a deposit from each delegate upon arrival.
- 6.5. In the event that the client wants to postpone the function, VE will keep the deposit and prepayment and charge a postponement fee of 5% of the estimated rates in respect of the function, including accommodation rates, on date of postponement.

#### 7. PAYMENT OF ACCOUNTS

- 7.1. VE shall submit a detailed invoice to the client at the end of the function, or upon check out at the end of the accommodation, as the case may be, indicating the deposit and any prepayments made by the client, as well as the outstanding amount due and payable by the client to VE, including all incidental costs and additional charges not reflected on the quotation and function sheet.
- 7.2. Payment of any amounts payable to VE shall be made on presentation of the invoice to the client.
- 7.3. Interest shall accrue on all overdue amounts at 3% above the prime interest rate as published from time to time by First National Bank and certified by any manager of First National Bank, whose appointment shall not be necessary to prove.
- 7.4. The invoice contemplated in clause 7.1 shall be *prima facie* proof of the amount due and payable to VE as a result of the function and the client shall not for any reason whatsoever withhold or delay payment of any amount due to VE in terms of this agreement or set-off or deduct from any amount due to VE in terms of this agreement any amount that the client alleges is due to it.
- 7.5. Should the client dispute any amount contained in any invoice, quotation or function sheet presented to the client -
  - 7.5.1. the client shall, pending the determination of such dispute continue to pay on due date to VE, all amounts contained in any invoice, quotation or function sheet presented to the client, which is not in dispute; and
  - 7.5.2. VE shall be entitled to accept and recover such payments and the acceptance and recovery of it shall be without prejudice to Ve's rights to claim such disputed amount/s with interest on such amounts as contemplated in clause 7.3 above.

#### 8. CHECK IN/ OUT TIME IN RESPECT OF ACCOMMODATION

- 8.1 In respect of any accommodation check in time is after 15h00 on day of arrival and check out time is before 11h00 on day of departure.
- 8.2 VE will use its reasonable endeavors to accommodate requests for early check in or late check out wherever possible, subject to availability.

#### 9. DAY USE ROOM POLICY

Day use hotel rooms are subject to availability and cannot be pre-booked.

#### 10. NOTIFICATION OF DELEGATES, ACCOMMODATION REQUIREMENTS AND ROOMING LISTS

- 10.1 The client shall notify VE of the estimated number of delegates and the relevant VE Hotel of its estimated accommodation requirements at the time of the booking.
- 10.2 The client shall notify VE in writing of the exact number of delegates and provide the relevant VE Hotel with its exact rooming list (collectively referred to in this clause as "the communicated numbers") not less than 30 (thirty) days prior to the function date, which shall be deemed to constitute the minimum number of delegates and accommodation required. Names changes to the rooming list only can be made up to 48 hours prior to the date of the function.
- 10.3 The client shall be liable for payment in respect of the communicated numbers or the actual number of delegates or accommodation, whichever is the higher; provided that VE shall allow a decrease variance of:
  - 10.3.1 no more than 1% (one percent) of the communicated numbers; provided that such variance shall have been communicated to VE in writing before the commencement of the function no later than 14 (fourteen) days before the commencement of the function; and
  - 10.3.2a maximum decrease of 10 pax in respect of the conference venue (not the hotels) provided that such variance shall have been communicated to VE in writing no later than 48 (forty eight) hours before the commencement of the function.
- 10.4 The client will, where reasonably possible, attend a pre-conference meeting with the relevant VE conference organizer on such date and time to be agreed upon between the parties.
- 10.5 VE shall be entitled to require any delegate to pay a deposit for any charges or damages not paid by the client and the client shall inform all delegates of the costs to be included and excluded from the client's account.
- 10.6 The client shall provide VE with all assistance required by VE in order to collect any amounts payable by any delegate, including but not limited to furnishing VE with the delegate's particulars.

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## 11. CANCELLATION OF THE FUNCTION BY THE CLIENT

11.1 Should the client cancel the function after the fulfillment of the provisions contained in sub clause 2.1, the client shall-

11.1.1 notify VE of such cancellation in writing; and

11.1.2 be liable to VE for payment of cancellation charges as follows:

11.1.2.1 cancellation 60 days or more prior to the function date, 10% of the rates specified in the quotation and/or function sheet, whichever is the greater;

11.1.2.2 cancellation 59-30 days prior to the function date, 50% of the rates specified in the quotation and/or function sheet, whichever is the greater;

11.1.2.3 cancellation 29-15 days prior to the function date, 100% of the rates specified in the quotation and/or function sheet, whichever is the greater;

11.2 VE shall be entitled to retain any monies already paid by the client in full or partial settlement, as the case may be, of the cancellation charges as set out above.

## 12. CANCELLATION OF FUNCTION BY VE

Should VE be prevented from fulfilling its obligations in terms of this agreement as a result of the destruction of or damage to the venue, any system malfunction, industrial action, war, political unrest, act of God, Government interference or any other circumstance beyond the reasonable control of VE, VE shall be entitled, in its sole discretion to cancel the agreement and to refund to the client such amounts as may have been paid in terms of this agreement.

## 13. BREACH

13.1 Should the client breach any of the terms and conditions of this agreement, VE shall be entitled, without prejudice to any of its rights in terms of this agreement or in law, to-

13.1.1 claim specific performance by the client and withhold performance of any of its obligations in terms of this agreement, until such time as the client has remedied such breach; or

13.2 If any interest has accrued on any amount which is subject to the provisions of this clause, the interest shall likewise be subject to such provisions.

## 14. LIMITATION OF LIABILITY

14.1 The client shall bear all the risks associated with the function and hereby indemnifies VE, its directors, employees, and agents against any loss or damage of any nature whatsoever suffered by any of them resulting from or occasioned by any cause whatsoever related to the function.

14.2 The client indemnifies and holds VE, its directors, employees and agents harmless against any claim of whatever nature which may be made against any of them (including legal costs on an attorney and own client scale) resulting from or occasioned by the function, howsoever arising including, but not limited to any claim for any loss or damages suffered by -

14.2.1 the client, any delegate, any employee or guest of the client, any entertainer employed by the Client or any other party, including but not limited to, damages arising from any failure by VE to fulfill any of its obligation in terms of this agreement (save where of gross negligence by VE its directors, employees or agents are proven), and

14.2.2 the client, any delegate, any employee or guest of the client, any entertainer employed by the Client or any other party arising from whatever cause, including, but not limited to personal injury, death, loss of or damage to property brought onto or left on the property; and

14.2.3 any participant in the function, inclusive of but not limited to the client, delegates, guests, attendees and/ or persons attending the function and/ or making use of the venue and/ or accommodation facilities on the property, including but not limited to personal injury, death, medical- and hospital expenses, and special-, consequential- or indirect damages.

14.3 The client shall bear the risk and accept responsibility for all and any property of whatever nature brought onto or left on the property or any portion thereof, by the client, any delegate, any employee or guest of the client or any other person attending the function, and/ or making use of the venue and/ or accommodation facilities on the property.

14.4 Without derogating from the provisions of this clause 14, neither VE nor its directors, employees, or agents shall be liable to the client for any -

14.4.1 any loss or damage of any nature whatsoever suffered by the client resulting from or occasioned by any cause whatsoever related to the function, unless such damages are caused by the gross negligence or willful action of VE, its directors, employees or agents as the case may be;

14.4.2 indirect or consequential damages of any nature whatsoever.

14.5 Recommendations or opinions by representatives of VE are given and expressed in good faith and shall not constitute a binding representation of any description. VE, its directors, employees, and agents.

CLIENT Initial \_\_\_\_\_

## **15. OVERRIDING AUTHORITY AT FUNCTIONS**

VE shall be entitled to insist that any delegate, guest, attendee or person attending the function and/or any employee of the client be removed from the property, if VE is of the opinion that such person is causing a disturbance, is acting unlawfully, or is breaching any of the provisions of any agreement between VE and the client, including this agreement.

The client shall not and shall procure that no PCO shall -

interfere with, hinder, obstruct, impede or in any way be a nuisance to any other user of the property;  
interfere with VE's running of the function and/or any facilities and/or provision of any services on the property;  
enter any kitchen, storeroom or other back of house area of the venue or the property.

In the event that the client and/or any PCO breaches any of the provisions of clause 15.2, VE shall be entitled to terminate the function forthwith, without prejudice to any of its rights under this agreement or in law. The client shall, notwithstanding such termination, remain liable to perform all its obligations under this agreement.

In the event that any delegate is under the legal age limit allowed for gaming as set out in the relevant gaming legislation, the client shall ensure that such delegate is made aware of such legal age limit and that any contravention of the gaming legislation by a which is under the legal age limit allowed for gaming, shall be guilty of an offence and be removed from the gaming area.

In the event that any delegate is under the legal age limit allowed for the sale to and consumption of alcohol as set out in the relevant legislation, the client shall ensure that such delegate is made aware of the prohibition on the sale to and consumption of alcohol and shall bear the onus to ensure that such aforementioned category of individuals do not consume alcohol within the venue or on the property.

## **16. FOOD OR BEVERAGES**

The client shall not bring any food or beverages (alcoholic or non-alcoholic) onto the property, for consumption during the function, unless agreed to in writing by or on behalf of VE.

No food or beverage may be removed from the premises.

The client shall advise VE at least 5 working days prior to the function of any special dietary requirements for the delegates provided that

the special dietary requirements shall not exceed 5% (five percent) of the total number of delegates;

the meals served inclusive of the special dietary requirement meals shall not exceed the total number of delegates; and

the client shall pay for the additional meals including special dietary meals served exceeding the total number of delegates.

The client shall pay for additional Strict Halaal and Strict Kosher meals at the invoiced price from the third party supplier. VE shall be entitled to add a 5% (five percent) handling fee. The provision of the aforesaid meals shall not exceed 10% (ten percent) of the guaranteed number of attendees without express written consent from the Executive Chef of VE

## **17. TIMES BY WHICH THE FUNCTIONS ARE TO TERMINATE**

17.1 Subject to any provision to the contrary contained in the function sheet, all functions booked for daytime shall terminate by 17h00 and evening functions shall terminate by 24h00 the following morning.

17.2 In the event that the client fails to terminate the function by the designated time, the client undertakes to pay the additional rates for extended function times as determined by VE.

17.3 Any décor, marketing-, promotional-, and/or advertising material brought onto the property and used in the venue shall be removed immediately upon termination of the function, unless prior written authorization has been obtained for such later removal thereof.

## **18. LIABILITY FOR THEFT AND DAMAGE**

The client accepts liability for, and shall pay to VE, on demand, the cost of repairing, restoring or replacing any damage to any part of the property as well as any loss of or damage to any equipment or utensils, caused by any act, default, omission or neglect of the client, its employees, its representative, any delegate and any PCO.

## **19. SAFETY REGULATIONS AND ALTERATIONS**

19.1 All decorations, displays or exhibits used by the client and brought onto VE's premises shall be fire retardant and/or meet with municipal and/or other appropriate safety regulations. No decorations shall be affixed to the walls or ceiling of the venue or the property, without the prior written consent of VE.

The client shall not be entitled to make any alteration to any part of the property, without obtaining VE's prior written consent.

VE shall be entitled to prohibit the client from exhibiting in the venue any display or exhibit, which it deems inappropriate in terms of the health and safety policy of VE and/ or the relevant health and safety legislation.

## **20. PROFESSIONAL CONFERENCE ORGANISER**

20.1 In the event of this agreement being signed by a PCO on behalf of the client or purportedly on behalf of the client, the PCO shall be liable jointly and severally with the client for the due and proper fulfillment of the client's obligations in terms of this agreement.

20.2 VE shall not be liable to pay any commission to a PCO contracted by the client after the booking has been made and such commission shall be for the expense of the client.

20.3 Without derogating from the above in the event that the client utilizes the services of a PCO, the client shall advise VE of the involvement of such PCO simultaneously with the reservation of the venue.

20.4 Any commission payable to a PCO shall only be due and payable after the client has settled all amounts payable to VE in terms of this agreement.

CLIENT Initial \_\_\_\_\_

## 21. MARKETING AND PROMOTIONAL MATTERS

- 21.1 Any marketing and promotional material, inclusive of but not limited to invitations and posters, to be used in the marketing, advertising or promotion of the function which contains any element of the VE brand name or logo shall be submitted to the Marketing Department of VE for approval, prior to the production thereof.
- 21.2 Any media plans indicating intended media placements shall be submitted to the Marketing Department of VE for approval thereof. No informal or other media placements not approved by VE shall be used in the marketing, advertisement or promotion of the function.
- 21.3 In addition to the above and in the event that any posters are used, the approval of all relevant Local Authorities shall be obtained, prior to the posting of any posters. The posting and removal of such posters shall be in accordance with such rules of the Local Authority and the removal of such posters shall take place within 24 (twenty four) hours of the end of the function. The client shall be liable for all costs occasioned by the posting and removal of such posters.
- 21.4 All marketing and promotional material used within the venue, inclusive of all décor, shall be removed by the client immediately at the end of the function. In the event that such material is not removed by the client, VE shall be entitled to remove and discard such material without incurring any liability whatsoever for any damage to or loss of such material.

## 22. GENERAL

- 22.1 This agreement constitutes the entire agreement between the parties and no terms, conditions, representations or warranties not contained in this agreement shall be binding upon any of the parties. No variation, amendment, modification or consensual cancellation of this agreement including this clause 22.1 shall be of any force or effect unless reduced to writing and signed by a duly authorized representative of each party.

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

Should VE institute action against the client pursuant to a breach by the client of this agreement, then without prejudice to any other rights which VE may have, VE may recover from the client all legal costs incurred by it, including attorney and own client charges, tracing fees and such collection commissions as VE is obliged to pay to its attorneys. The parties agree to the jurisdiction of the Magistrate's Court having jurisdiction as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

If any provision of this agreement is found by a competent court or tribunal to be invalid or unenforceable, the remaining provisions of the agreement shall be unaffected.

The person or persons signing this agreement on behalf of the respective parties represent and warrant to the other party that they have been duly authorised to sign this agreement.

The Client shall not be entitled to cede any of its rights or to delegate any of its obligations under this agreement to any third party, without the prior written consent of VE.

## 23. DOMICILIUM CITANDI ET EXECUTANDI

The parties select the addresses set out in the Quotation as their respective addresses and fax numbers for the receipt of all written notices under this agreement, and the physical addresses set out in the Quotation as their respective addresses for the service of all legal documents in connection with it (i.e. *domicilia citandi et executandi*).

Any party may, on written notice to the other party, change its physical or postal address for the purposes of this clause 23 to another address, or change its telefax number by giving the other party at least 7 (seven) days' written notice of any such change.

Notices under this agreement may be delivered by hand, or by prepaid registered mail, or by successful facsimile (followed up by contemporaneous dispatch by registered mail of a copy of the notice). Notices dispatched by registered mail shall be deemed, unless the contrary is proven by the addressee, to have been received 7 (seven) days after the date of mailing. Notices dispatched by successful facsimile shall be deemed to have been received on the date of such transmission.

- 23.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

## 24. PYROTECHNICS

No pyrotechnics or fireworks display will be allowed on the property unless authorized in writing by VE and the local police and Fire Department.

The client shall obtain all necessary permits for the pyrotechnics or fireworks display at the local authority at its cost and submit a copy of all such permits to VE.

The client shall use only licensed (trained and certified) pyrotechnic providers to conduct the pyrotechnics or fireworks display.

The location of the firework display or special effects production shall be subject to the written approval of VE in its sole and absolute discretion.

The client shall ensure that adequate fire extinguishing or fire-fighting equipment is available at the property and that the pyrotechnics or firework display area is cleaned up immediately after the display.

Without derogating from any other provision in this agreement the client shall bear all the risks associated with the possession, use and display of pyrotechnics and fireworks on the property and indemnifies and holds VE, its directors, employees and agents harmless against –

- any loss or damage of any nature whatsoever suffered by any of them resulting from or occasioned by any cause whatsoever related to the possession, use or display of pyrotechnics or fireworks at the property; and
- any claim of whatever nature which may be made against any of them (including legal costs on an attorney-and-own-client-scale) resulting from or occasioned by the possession, use or display of any pyrotechnics or fireworks on the property.

Without derogating from the client's obligations in terms of clause 24.6, the client shall take out and maintain an insurance policy to provide adequate cover against the indemnity provided in 22.6 and provide the Company with a copy of the insurance policy on request.

CLIENT Initial \_\_\_\_\_

**IMPORTANT:**

PLEASE INITIAL EACH PAGE & COMPLETE DETAILS ON THIS PAGE AND FAX THE ENTIRE DOCUMENT BACK TO VELMORE ON (012) 370 7051

**ACCEPTANCE OF GENERAL TERMS AND CONDITIONS**

I \_\_\_\_\_ confirm that I have read and understood the General Terms and Conditions Document.

**WRITTEN CONFIRMATION MUST BE OBTAINED FROM VELMORE FOR ANY VARIATION TO THESE STANDARD TERMS AND CONDITIONS OR ANY OTHER SPECIAL ARRANGEMENTS**

**Today's Date:** \_\_\_\_\_

**Name of Coordinator:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**ID Number:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Reg. No:** \_\_\_\_\_

**VAT Reg. No:** \_\_\_\_\_

**Date of Function:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

\_\_\_\_\_

**Postal Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Details:**

**Tel:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

For and on Behalf of the Client who warrants his/her authority to sign the Agreement