

Under the Trees Venue Hire Terms and Conditions.

No alterations to these terms and conditions will hold without countersignature by Under the Trees Management.

1. Definitions

In these Terms and Conditions the following defined terms have the following meanings:

- a. **"Confirmed Booking"** indicates that the Client has signed the Contract and paid the Deposit;
- b. **"CPA"** means the Consumer Protection Act, 68 of 2008 and the regulations to the CPA;
- c. **"Contract"** means the document defining the contractual and financial responsibilities of the parties and includes these Terms and Conditions, the Quotation and any other terms and conditions agreed to between the parties;
- d. **"Deposit"** means the amount specified in the Contract, payable by the Client to Under the Trees in order to secure the booking of an Event;
- e. **"Event"** means a specific function held on a specific date or period of time as specified in the Contract and Booking/Function Sheet;
- f. **"Booking/Function Sheet"** means the running order of the Event agreed to between the parties;
- g. **"Final Account"** means the document issued by Under the Trees to the Client within 3 (three) days of the end of the Event detailing outstanding balances for costs incurred by Under the Trees for the Client and which the Client is liable to pay in terms of these Terms and Conditions;
- h. **"Terms and Conditions"** means this document, updated as and when necessary, covering all financial implications of the agreement entered into between the parties;
- i. **"The Agent"** refers to a professional conference/event organiser (PCO) who acts for and manages the Event on behalf of the Client;
- j. **"The Client"** refers to the event owner, person or company owning and/or managing the Event and entering into agreement with Under the Trees;
- k. **"Quotation"** means the estimate of financial obligations for the Event provided to Client by Under the Trees prior to the commencement of the Event;
- l. **"Under the Trees"** refers to Under the Trees at Schaffler's Garden Nursery, 28 Johannesburg Road, Lyndhurst.
- m. **"The Venue"** means Under the Trees, as specified in the Quotation and Booking/Function Sheet;
- n. **"Services"** means any service or facility, including the Venue, that Under the Trees agrees to provide or facilitate access to;
- o. **"Set-up"** means the period when the Client is preparing for the Event on Under the Trees' premises; and
- p. **"Venue Hire Period"** means the period of time during which Under the Trees provides the Venue and the Services for use by the Client.

2. Introduction and Important Notice

- These Terms and Conditions relate to issues which may have a financial impact on the parties entering into this agreement for the use or provision of the Venue, facilities and catering services offered and provided by Under the Trees to Clients who are consumers for purposes of the CPA. Any Client who is not a consumer for the purposes of the CPA is not entitled to the benefit of these terms and conditions and any goods and/or services provided by Under the Trees to such a person shall be provided on the basis of Under the Trees' usual terms and conditions or trade.
- Prior to the commencement of any Event, the Client and/or the Agent (on behalf of the Client) shall be required to acknowledge acceptance of the Quotation and the Terms and Conditions as set out hereunder and to make the required payments; failing which Under the Trees may, but shall not be obliged to, proceed with the Event in which event the Client will be bound to these Terms and Conditions and will be responsible for payment for the event in accordance with these Terms and Conditions.
- Notwithstanding the above, these Terms and Conditions shall apply to all Quotations issued by Under the Trees, whether or not the Quotation and/or the Terms and Conditions are formally accepted by the Client and/or Agent, and Under the Trees shall be entitled to enforce the same against the Client and/or the Agent in the event of any dispute arising in respect hereof.

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- These Terms and Conditions contain certain terms and conditions which appear in similar text style to this clause and which -
 - may limit the risk or liability of Under the Trees or a third party;
 - may create risk or liability for the Client, the Agent or a third party;
 - may compel the Client, the Agent or a third party to indemnify Under the Trees or a third party; and/or
 - serves as an acknowledgement, by the Client, the Agent or a third party, of a fact.
- Your attention is drawn to these terms and conditions because they are important and should be carefully noted.
- Nothing in these Terms and Conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Client, the Agent, a third party or Under the Trees in terms of the CPA.

3. Costs and Payment Terms

a. **Costs**

- The costs for the use of the Venue and Services and the provision of the catering services are set out in the Quotation, which costs shall be paid by the Client to Under the Trees.
- All additional costs and expenditure for additional Venues, or Services requested by the Client and/or the Agent ("additional expenditure") shall be for the Client's account and will be disclosed to the Client prior to being incurred. The Client agrees to pay Under the Trees such additional fees or charges on presentation by Under the Trees of an invoice in respect of such additional expenditure.

b. **Deposits and payment of the balance**

- The following payments are required in order to confirm a booking with Under the Trees; Fifty percent (50%) of the full value of the quotation shall be payable within 3 (three) days of signing of the Quotation / Terms and Conditions, and the balance shall be settled 72 (seventy-two) hours after the commencement of the Venue Hire Period.

c. **Payments**

- Under the Trees will issue a Final Account to the Client and/or the Agent within 72 (seventy-two) working hours of the Event Hire Period. Any amount owing to Under the Trees for 5 (five) days or longer, after the date of the Final Account, will attract compounded interest at 2% above the prevailing prime overdraft rate, applied by Under the Trees bankers.
- Under the Trees only accepts EFTs
- Under the Trees does not accept cheques.
- Payments must be made to Under the Trees bank. Bank Account Details for Under the Trees are as follows:

FNB	
Account name:	UNDER THE TREES
Account number:	62056476213
Branch:	Balfour Park
Payment Reference:	Client Name/Invoice Number

Proof of payment is to be emailed to underthetrees@schafflers.co.za

d. **Last Minute Bookings**

- In the event that Under the Trees accepts bookings within seven days of the Venue Hire period, the full costs as set out in the Quotation will be due and payable by the Client upon acceptance of the booking by Under the Trees, failing which Under the Trees reserves the right to refuse access to the Venues and/or Services. The Client's and/or Agent's payment obligations in respect of any additional expenditure will be made in accordance with the provisions of this clause 3.

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4. Venue and Services

a. **Damages or loss**

- Any damage to the venue, or damage to, or loss of, furnishings, utensils and equipment must be paid for by the Client and/or Agent, save where such damage or loss is caused by the gross negligence of Under the Trees, its agents, employees or any other person acting under its control.

b. **Food and Beverages**

- No beverages other than those provided by Under the Trees as part of its catering services may be brought onto the premises for consumption. Branded waters may be arranged at an additional cost to the client.
- Under the Trees allows Kosher/Halaal catering to be brought in provided it has been agreed upon.
- A provision for bar consumption may be included in the quotation – this is an estimate only and will be amended to reflect actual consumption signed off by the Client and the Client and/or the Agent will be liable to pay all such amounts as reflected in the Final Account.

c. **Repairs & Restoration**

- Should repairs be necessary, the damages will be repaired by Under the Trees and the costs will be charged to the Client and/or Agent. Repairs impacting on the availability of the Venue may result in additional costs being charged to the Client and/or Agent.

d. **Room set-up**

- Set-up should be done with the greatest consideration to Under the Trees' property.
- All deliveries must be addressed to the Under the Trees Team, and must be delivered within an agreed time.
- Screws, nails or panel pins may not be driven into walls, floors, partitions or doors and the use of Prestik or double-sided tape is strictly prohibited.
- Painting and gluing may not take place in any venue
- No item of equipment and/or structure of whatever nature may be suspended, leaned or balanced from any part of the balustrade, pillars, ceiling, light fittings or railings without prior arrangement

e. **Safety and Security**

- The Client and/or the Agent is required to comply with all existing safety and security policies, regulations and/or procedures which is enforced at all South Point Hospitality Venues.
- The Client and/or the Agent are legally required to ensure the safe working practice of all their contractors.

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- The Client and/or the Agent are required to:
 - ensure that plugs, light sockets or distribution boards are not tampered with in any way;
 - provide an electrical certificate of compliance issued by an authorised electrician for every temporary electrical installation;
 - provide a certificate confirming all draping is fire-proof or treated to provide similar protection against fire hazards in a manner similar to it being fire-proof;
 - provide structural or other certificates confirming safe design and usage for ramps, stages, lighting, audio visual, rigging, tents, marquees, etc;
 - ensure that emergency exits, equipment or signage is not covered, obscured, obstructed or interfered with in any way; and
 - provide additional safety signage as and when required
- All above certificates must be handed in to the Operations Manager at least 4 (four) hours prior to the Event.

f. **Vacating Premises**

If the Client and/or Agent do not vacate the premises by the agreed time or as agreed between the parties, additional venue hire charges will be incurred.

g. **Service Providers/contractors**

- On enquiry, Under the Trees will provide the Client and/or Agent with a list of preferred suppliers. Notwithstanding any such recommendation, Under the Trees is not responsible for and assumes no liability for the acts or omissions of any such suppliers
- Service providers are expected to:
 - remain in the Venue of operation i.e. access is restricted to that particular venue only;
 - wear a visible name tag, or similar, on which their Company/Employer is also identified;
 - adhere to all Health and Safety legislations as well as to South Point Hospitalities "General Rules";
 - take all measures to prevent any damage and ensure the safety of all persons; and
 - minimise noise at all times, in consideration of all participating conferences and functions.

h. **Final Arrangements**

All arrangements in respect of the Event, the Venue and the Services must be finalised and communicated to Under the Trees by the Client and/or Agent at least 5 (five) days prior to the commencement of the Venue Hire Period; failing which Under the Trees shall be entitled, at its sole discretion, to make the necessary arrangements on behalf of the Client, at the Client's sole expense.

5. Confidentiality

During the term of this Contract and thereafter, Under the Trees shall maintain with strict confidentiality all confidential information to which Under the Trees has access while assisting with preparing the Event. Confidential Information includes, but is not limited to, information concerning the business affairs, research, proposals, projects, finances, properties, methods of operation and any other information relating to the Client, its trustees and officers, or any other entity forming part of the network. Under the Trees will not use such information or materials for any purpose, and shall not disclose any such information or materials to a third party

6. Agents

- a. Should an Agent act on behalf of the Client in respect of the Contract and matters ancillary thereto, the Terms and Conditions shall, whether or not the Quotation is signed by both the Client and the Agent, be deemed to have been accepted by and shall be binding on the Client and the Agent, who shall both be jointly and severally liable, as sureties and co-principal debtors, for the proper performance by the Client of its obligations under these Terms and Conditions and for the payment of the costs. The Agent shall at no stage be deemed to be the agent of Under the Trees. Payment of the costs by the Client to the Agent shall not be deemed to be payment of the costs, where the Agent does not pay same to Under the Trees. In such instances the Client shall remain liable to Under the Trees for the payment of the costs.
- b. In the case of situations contemplated in clause 6a above, the Client will be invoiced directly by Under the Trees and will be responsible for the payment directly to Under the Trees of all amounts due; provided that should the Client not pay any amount when due, Under the Trees shall be entitled to claim from the Agent in terms of the surety given by the Agent.

7. Surcharges

- a. Additional Security services are available if and when required at an additional charge.

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- b. After-Hours Charge:
- The venue will close no later than 23h30. All guests must vacate the Venue and the premises on which the Venue is situated by 00h00.
 - All equipment must be removed from the Venue by 11h00 (the day following the conclusion of the Venue Hire period) the Client and/or the Agent will incur additional room hire charges in respect of any equipment not removed from the Venue by such time.
 - In the event of there being any increased costs or charges in respect of the Venue or the Event, including, without limitation, increased Eskom charges, catering charges, etc, Under the Trees reserves the right to adjust the costs accordingly and the Client and/or Agent will be liable to pay all such amounts as reflected in the Final Account.
 - Under the Trees reserves the right to adjust menu prices and options, subject to availability at the time of the Event. Any changes resulting in additional costs will be disclosed to the Client and Agent as soon as reasonably possible and will be billed to and paid for by the Client and/or Agent.

8. Termination

In the event of any of the following:

- a. The Client and/or Agent fails to comply with, or breaches the Contract or Terms and Conditions;
- b. The Client and/or Agent fails to effect the required payments on or before the due dates or fails to arrive for or stage the Event at the specified times (a "no show" situation);
- c. The Client and/or Agent intends using the Venue or the premises where the Venue is situated for an event other than the one specified in the Contract and Booking/Function Sheet;
- d. The Event may lead to breach of peace, acts of violence or possible damage to Under the Trees or its contents
- e. The Event contravenes any legislation or statutory regulations; or
The Client and/or Agent is placed under final sequestration, liquidation, judicial management or bankruptcy, Under the Trees may give notice to the Client and/or the Agent to remedy the breach or situation within 15 (fifteen) days, failing which Under the Trees may terminate the Contract without prejudice to any of its rights

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Should termination occur in any of the aforementioned circumstances, Under the Trees will be entitled to claim all amounts and costs already incurred by it in respect of the Venue and the Services to the Client and/or the Agent.

In addition, Under the Trees reserves the right to cancel or postpone any Confirmed Booking, at any time, without liability to the Client or the Agent, or any suppliers, guests or invitees, should it be deemed necessary by Under the Trees due to circumstances beyond the control of Under the Trees, including, without limitation, Acts of God, strikes, unrest or terrorism. In such event, (although Under the Trees shall not be obliged to do so) Under the Trees shall endeavour to secure alternative facilities for the Event. If this is not possible, Under the Trees shall refund any amounts paid by the Customer and/or the Agent in respect of the Event. No party shall have any further claims against Under the Trees in the event of such termination, save where the loss or damage was caused by the gross negligence of Under the Trees, its agents, employees or any other person acting under its control.

9. Indemnification

- a. The Client and/or Agent shall, at all times, comply with the "General Rules", as may be amended from time to time by Under the Trees, pertaining to the use of the Venue and the facilities, a copy of which is available on request.
- b. The Client and/or Agent shall, at all times, comply with the existing safety and security legislation, which is enforced at the Venue and is legally required to ensure the safe working practice of all its employees, contractors and agents.
- c. The Client and/or Agent shall be liable for the acts or omissions of the Client and/or Agent, the delegates and their respective officers, agents, assistants, employees, invitees or sub-contractors while at the Venue, including, without limitation, any damage caused to the Venue and/or the facilities and any failure to comply with the above obligations.
- d. The Client and/or the Agent acknowledges that all persons invited by the Client to the Venue for the function, enter the Venue and utilise the facilities entirely at their own risk and that Under the Trees, its officers, employees, agents and sub-contractors shall not be liable or responsible for any loss, liability, damage, accident and/or bodily injury or death arising, directly or indirectly, out of or in connection with the function or the Venue and facilities, save where the loss, liability, damage, accident and/or bodily injury or death was due to the gross negligence of Under the Trees, its officers, employees, agents and sub-contractors or where Under the Trees is liable for such loss, liability, damage, accident and/or bodily injury or death in terms of section 61 of the CPA.
- e. Under the Trees reserves the right to publicise past, current and future events unless specifically requested not to do so by the Client and/or Agent and subject to the provisions of clause 5.

10. Joint and Several Liability

- a. If the Client and the Agent is made up of more than one person, those persons shall be jointly and severally liable to Under the Trees in terms of this Contract.
- b. It is the Client and/or the Agent's responsibility to ensure that they are familiar with, and comply with, the information contained in the Contract, Terms and Conditions and Booking /Function Sheet. They are also responsible for ensuring that they, or any of their appointed agents, do not contravene any of the restrictions affecting organisations that occupy the property.

11. Under the Trees' Liability

- a. Under the Trees reserves the right of admission in regard to any employee, guest, agent or other person in connection with any function held at any of its respective Venues / facilities.
- b. Under the Trees shall not be responsible for any loss or damage due to causes beyond its control. This includes losses sustained by the Client and/or the Agent due to the termination of the Event by Under the Trees.
- c. Should Under the Trees terminate the Event, any monies received from the Client and/or the Agent will be refunded, less cancellation costs and expenses incurred to date by Under the Trees, for the Event.
- d. If Under the Trees is prevented by *force majeure* from complying with its obligations in terms of these Terms and Conditions, then the Client shall have no claim of any nature whatsoever against Under the Trees arising out of its consequent failure to stage the function.

12. General

- a. Subject to the provisions of these Terms and Conditions in respect of liability, neither party shall, under any circumstances whatsoever, be liable to the other for any indirect, incidental or consequential damages or losses, howsoever arising in connection with these Terms and Conditions
- b. These Terms and Conditions constitute the whole agreement between the parties as to the subject matter contained in the Terms and Conditions and, save to the extent that any representations or warranties were actually made prior to the entering into of this Contract, no agreements, representations or warranties between the parties regarding the subject

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matter hereof other than those set out herein are binding on the parties, including, where applicable, the agent, and no addition to or variation of or any waiver of any right arising from these Terms and Conditions shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives

- c. Under the Trees reserves the right of admission and the right to refuse access to the Facilities and the Venue to any person(s), at its sole discretion.
- d. Should the Client or Agent wish to use Under the Trees' name, logo or any form of South Point branding in advertising or promoting the Event or on invitations to events, the Client or Agent is required to send the final proof of such material to Under the Trees for approval prior to going to print.
- e. These Terms and Conditions and the Contract shall be subject to the laws of the Republic of South Africa.
- f. In the event of any dispute arising between the Client and/or the Agent and Under the Trees, both parties consent to the jurisdiction of the Magistrate's Court notwithstanding that the action or proceedings may otherwise be beyond the monetary jurisdiction of the said court. Nothing in these Terms and Conditions should be understood to prevent either party from taking any dispute to any court, tribunal, commission, ombud or other body of competent jurisdiction.

SIGNED AT _____ ON _____ DAY

OF _____ 20 _____

DATE OF FUNCTION _____

FUNCTION HOLDER / CLIENT(S) SIGNATURE(S)

FUNCTION HOLDER NAME (PRINTED) _____

FUNCTION HOLDER CONTACT NUMBER _____

WITNESS NAME _____

WITNESS SIGNATURE _____

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