



Randlords Venue Hire Terms and Conditions.

Randlords is not licensed past 01h00.

No alterations to these terms and conditions will hold without countersignature by Randlords 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 Randlords 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 Randlords to the Client within 3 (three) days of the end of the Event detailing outstanding balances for costs incurred by Randlords 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 Randlords;
- k. **"Quotation"** means the estimate of financial obligations for the Event provided to Client by Randlords prior to the commencement of the Event;
- l. **"Randlords"** refers to South Point Management Services (Pty) Ltd t/a Randlords at South Point Towers, 41 De Korte, Braamfontein;
- m. **"The Venue"** means Randlords, as specified in the Quotation and Booking/Function Sheet;
- n. **"Services"** means any service or facility, including the Venue, that Randlords agrees to provide or facilitate access to;
- o. **"Set-up"** means the period when the Client is preparing for the Event on Randlord's premises; and
- p. **"Venue Hire Period"** means the period of time during which Randlords 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 Randlords 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 Randlords to such a person shall be provided on the basis of Randlords' 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 Randlords 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 Randlords, whether or not the Quotation and/or the Terms and Conditions are formally accepted by the Client and/or Agent, and Randlords 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 Randlords 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 Randlords 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 Randlords 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 Randlords.
- The costs are based on the number of guests and the Venues and/or Services stipulated in the Quotation. Any reduction in the number of guests or the Venues or Services required shall be subject to the cancellation policy set forth in clauses 9 and 10 below.
- 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 Randlords such additional fees or charges on presentation by Randlords 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 Randlords; 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 AT LEAST 7 (seven) business days prior to the commencement of the Venue Hire Period.
- Any additional amounts or charges incurred after the above payment has been made shall be settled no later than 15 (fifteen) days after the date of the Final Account or invoice in respect of such additional expenditure.

c. **Payments**

- Randlords 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 Randlords for 15 (fifteen) days or longer, after the date of the Final Account, will attract monthly compounded interest at 2% above the prevailing prime overdraft rate, applied by Randlords bankers.
- Visa, Mastercard, Diners Club and American Express credit cards are accepted for payment. The Agent or Client is to advise, when making the booking, whether payment will be by way of credit card.
- Randlords does not accept cheques.
- Payments must be made to Randlords bank account if not being effected by credit card. Bank Account Details for Randlords are as follows:

Standard Bank	
Account name:	SPMS HOSPITALITY
Account number:	001 851 934
Branch:	Norwood
Swift Code:	SBZAJJ
Bank Sort Code:	004 105
Payment Reference:	Client Name

Proof of payment is to be emailed to lana@staysouthpoint.co.za

d. **Last Minute Bookings**

- In the event that Randlords 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 Randlords, failing which Randlords 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. **Audio Visual Equipment**

- Randlords provides standard audio visual and technical equipment. These may only be operated by Randlords staff or its appointed contractors.
- Any additional equipment required may only be brought into the venue by prior written approval of Randlords of the equipment to be utilised.
- Technician services will be charged on an hourly basis if such services are requested. The hourly charge will depend on the nature of the technical services requested by the Client and/or Agent and will be determined when the Client and/or Agent requests such technical services.

b. **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 Randlords, its agents, employees or any other person acting under its control.

c. **Florist and Décor**

- Randlords can outsource a florist and décor specialist for clients making use of the Venue. Negotiations shall take place with the specialist and not with the function coordinator and charges will be billed on Randlords invoices. Notwithstanding the above, Randlords is not responsible for and assumes no liability for the acts or omissions of the specialist, save where such acts or omissions are caused by the gross negligence of Randlords, its agents, employees or any other person acting under its control.

d. **Food and Beverages**

- No food and beverages other than those provided by Randlords as part of its catering services may be brought onto the premises for consumption.
- Menus must be finalised 14 (fourteen) working days prior to the Event.
- Randlords can cater for special dietary needs. Kosher and Halaal meals are outsourced from reputable establishments and may be supplied, upon request at the time of the quotation, at an additional cost. The Client must place orders for these special meals at least 7 (seven) working days prior to the function. Randlords does not take any responsibility for late requests.
- The Executive Chef of Randlords reserves the right to select the menu should the client not meet the deadline for the finalisation of the menu.
- A provision for bar consumption is 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.

e. **Repairs & Restoration**

- Prior to vacating the premises, the Client and/or Agent must ensure that the venue is left in its original condition
- Should repairs be necessary, the damages will be repaired by Randlords 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.

f. **Room set-up**

- Set-up should be done with the greatest consideration to Randlords' property.
- All deliveries must be addressed to the Randlords Operations 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

g. **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.



- 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.

h. Vacating Premises

If the Client and/or Agent do not vacate the premises by the agreed time as set out in clause 7c or as agreed between the parties, additional venue hire charges will be incurred.

i. Service Providers/contractors

- On enquiry, Randlords will provide the Client and/or Agent with a list of preferred suppliers. Notwithstanding any such recommendation, Randlords 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 Hospitality's "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.

j. Final Arrangements

All arrangements in respect of the Event, the Venue and the Services must be finalised and communicated to Randlords by the Client and/or Agent at least 14 (fourteen) days prior to the commencement of the Venue Hire Period; failing which Randlords 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, Randlords shall maintain with strict confidentiality all confidential information to which Randlords 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. Randlords 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 Randlords. 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 Randlords. In such instances the Client shall remain liable to Randlords for the payment of the costs.
- b. In the case of situations contemplated in clause 6a above, the Client will be invoiced directly by Randlords and will be responsible for the payment directly to Randlords of all amounts due; provided that should the Client not pay any amount when due, Randlords shall be entitled to claim from the Agent in terms of the surety given by the Agent.

7. Surcharges

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

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- b. Engineer Certification for Bedouin tents is an additional charge.
 - c. Kosher and Halaal meals are charged over and above function menu rate and correspond with supplier charges. Kosher and Halaal meals must be requested in accordance with clause 4d above.
 - d. After-Hours Charge:
 - The bar will close no later than 01h00. All guests must vacate the Venue and the premises on which the Venue is situated by 02h00.
 - All equipment must be removed from the Venue by 09h00 (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, Randlords 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.
 - Randlords 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. Attendance Numbers
- a. The final attendance numbers and Venue allocation must be made at least 14 (fourteen) days prior to the commencement of the confirmed Venue Hire Period. No changes will be accepted on less than 72 (seventy-two) hours notice.
 - b. Any reduction in final attendance numbers will be deemed to be a partial cancellation or postponement by the Client and the Client and/or the Agent may be liable for a pro rata cancellation / postponement fee in accordance with clause 9 below
 - c. Randlords endeavours to cater for extra numbers but this cannot be guaranteed. Additional covers will be charged for at the rate signed off and agreed to in the Quotation and Booking/Function Sheet.
 - d. The Client and/or Agent is responsible for ensuring that the maximum capacity of the Venue is not exceeded.
9. Cancellation and Postponement Policy
- Should the Client or Agent, after signing these Terms and Conditions or accepting the Quotation, whether in writing, verbally or otherwise, wish to cancel or postpone a booking, they shall be entitled to do so subject to the following:
- a. No order or booking in respect of special order goods may be cancelled in terms of this clause 9;
 - b. Notice of such cancellation or postponement must be given to Randlords in writing by the Client or the Agent;
 - c. If a Client and/or Agent cancels the booking, the Client and/or Agent will be liable to pay a reasonable cancellation fee which will be determined in accordance with the provisions of the CPA. Factors that will be taken into account when determining the reasonable cancellation fee are (i) the notice period provided by the Client or the Agent; (ii) whether Randlords can reasonably find another client for the Event and the Services; and (iii) the total staging costs already incurred by Randlords on behalf of the Client and/or the Agent as set out in the most recent invoice; and
 - d. As a general guideline Randlords will determine the reasonable cancellation fee in respect of the Venue Rental amount based on the notice period provided by the Client or the Agent;
 - e. The cancellation fee as may be applicable will be deducted from the deposit paid. Should the deposit paid exceed the cancellation fee then such excess will be refunded to the client.
 - If cancelled more than 60 days prior to commencement date: no fee
 - If cancelled more than 30 days prior to commencement date: 50% cancellation fee on full value of the quotation may be charged; or
 - If cancelled less than 30 days prior to commencement date: up to 100% cancellation fee on full value of quotation may be charged
 - f. If a Client and/or Agent cancels only a part of the booking, the Client and/or Agent will be liable to pay all costs incurred by Randlords in respect of rendering that part of the booking that it is cancelling.
 - g. If a Client and/or Agent postpones all or any part of the booking the Client and or Agent will be liable to pay all costs incurred by Randlords in respect of the booking or the part of the booking that it is postponing.
 - h. No cancellation or postponement fee will be payable to Randlords where the Client and/or Agent cancelled or postponed the booking due to the death or hospitalisation of the Client and/or the Agent or any person for whose benefit the booking was made.
10. 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 Randlords or its contents
 - e. The Event contravenes any legislation or statutory regulations; or

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- f. The Client and/or Agent is placed under final sequestration, liquidation, judicial management or bankruptcy, Randlords may give notice to the Client and/or the Agent to remedy the breach or situation within 15 (fifteen) days, failing which Randlords may terminate the Contract without prejudice to any of its rights

Should termination occur in any of the aforementioned circumstances, Randlords 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, Randlords 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 Randlords due to circumstances beyond the control of Randlords, including, without limitation, Acts of God, strikes, unrest or terrorism. In such event, (although Randlords shall not be obliged to do so) Randlords shall endeavour to secure alternative facilities for the Event. If this is not possible, Randlords 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 Randlords in the event of such termination, save where the loss or damage was caused by the gross negligence of Randlords, its agents, employees or any other person acting under its control.

11. 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 Randlords, 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 Randlords, 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 Randlords, its officers, employees, agents and sub-contractors or where Randlords is liable for such loss, liability, damage, accident and/or bodily injury or death in terms of section 61 of the CPA.
- e. Randlords 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.

12. 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 Randlords in terms of this Contract.
- b. It is the Client and/or the Agents 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.

13. Randlord's Liability

- a. Randlords 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. Randlords 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 Randlords.
- c. Should Randlords 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 Randlords, for the Event.
- d. If Randlords 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 Randlords arising out of its consequent failure to stage the function.

14. 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. Randlords 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 Randlords' 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 Randlords 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 Randlords, 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 this _____ day of _____ 2011

Name: _____

Designation: _____

Signature: _____

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