



## Randlords Venue Hire Terms and Conditions.

### 1. Introduction

These terms and conditions relate to issues which may have a financial impact on the parties entering into an agreement for the use or provision of the venue, facilities and catering services offered and provided by South Point Management Services (Pty) Ltd t/a Randlords, 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. 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. These terms and conditions shall be governed by and interpreted in accordance with the law of the Republic of South Africa.

### 2. Definitions

- a. **"Confirmed Booking"** indicates that the Client has signed the Contract and paid a deposit
- b. **"Contract"** means the document defining the contractual and financial responsibilities of the parties and includes these terms and conditions
- c. **"Deposit"** means the non-refundable amount specified in the Contract, payable by the Client to Randlords in order to secure the booking of an event
- d. **"Enquiry"** means the initial discussion and requirements of the Client prior to the signing of the Contract, indicating that the booking date has not been reserved for the Client
- e. **"Event"** means a specific function held on a specific date or period of time as specified in the Contract and Event Order
- f. **"Event Day/s"** means the day/s on which an event takes place
- g. **"Booking/Function Sheet"** means the running order of the event agreed to between the parties
- h. **"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 the Client
- i. **"Terms and Conditions"** means the document, updated as and when necessary, covering all financial implications of the agreement entered into between the parties.
- j. **"The Agent"** refers to a professional conference/event organiser (PCO) who acts on and manages the Event on behalf of the Client.
- k. **"The Client"** refers to the event owner, person or company owning and/or managing the Event and entering into agreement with Randlords.
- 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, which includes standard equipment and services per the daily conference package.
- n. **"Services"** means any service or facility, other than space, that Randlords agrees to provide or facilitate.
- o. **"Set-up"** means the period when the Client is preparing for the Event on Randlord's premises
- p. **"Strike"** means the period after the event when the Client is vacating the premises and any equipment brought into the venue is being removed.
- q. **"Venue Hire Costs"** means the amount payable for the rental of space excluding the provision of food, beverages and additional services
- r. **"Venue Hire Period"** means the period of time during which Randlords provides space for use by the Client.

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### 3. Costs and Payment Terms

#### a. Costs

- The costs for the use of the venue and facilities 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 facilities stipulated in the quotation. Any reduction in the number of guests or the venues and/or facilities required shall be subject to the cancellation policy set forth in clauses 8 and 9 below
- All additional costs and expenditure for additional venues, services or facilities requested by the Client and/or the Agent shall be for the Client's account. 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%) 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 date
- Any additional amounts or charges incurred after the above payment has been made shall be settled no later than 15(fifteen) days after the event

#### c. Payments

- Randlords will issue a Final Account to the Client and/or the Agent within 72 (seventy-two) working hours of the end of the Event. Any amount owing to Randlords for 15 (fifteen) days or longer, after the date of the Final Account, will attract interest at 2% above the prevailing prime overdraft rate, applied by Randlords bankers.
- Visa, Mastercard, Diners Club and American Express credit cards are accepted. The Agent or Client is to advise, when making the booking, whether payment will be by way of credit card.
- Queries or disputes on the Final Account will not delay the payment of the balance owing.
- We do not accept cheques.
- Bank Account Details for Randlords are as follows;

**Standard Bank**

<b>Account name:</b>	<b>SPMS HOSPITALITY</b>
<b>Account number:</b>	<b>001 851 934</b>
<b>Branch:</b>	<b>Noorwood</b>
<b>Swift Code:</b>	<b>SBZAJJ</b>
<b>Bank Sort Code:</b>	<b>004 105</b>
<b>Payment Reference:</b>	<b>Client Name</b>

Proof of payment is to be emailed to [lena@staysouthpoint.co.za](mailto:lena@staysouthpoint.co.za)

#### d. Last Minute Bookings

- In the event that Randlords accepts bookings after the cutoff date, the full costs 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/facilities.

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#### 4. Venue and Facilities

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 utilized.
- Technician services will be charged on an hourly basis if services are requested.

b. **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.

c. **Food and Beverages**

- Food and beverages may not 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 will not be held liable for late requests.
- The Executive Chef reserves the right to select the menu should the client not meet this deadline.
- 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.

d. **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.

e. **Room set-up**

- Build 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 not be suspended, leaned or balanced from any part of the balustrade, pillars, ceiling, light fittings or railings

f. **Safety and Security**

The Client and/or the Agent is required to comply with all existing safety and security legislation which is enforced at all South Point Hospitality venues / facilities. The Client and/or the Agent are legally required to ensure the safe working practice of all their contractors. In addition they are required to;

Plugs, light sockets or distribution boards may not be 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 fire retardancy

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, obstructed or interfered with in any way

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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

g. **Vacating Premises**

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

h. **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
  - Minimize noise at all times, in consideration of all participating conferences and functions

i. **Final Arrangements**

All arrangements must be finalised and communicated to Randlords by the Client and/or Agent at least 14 (fourteen) days prior to the commencement date; 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 Agreement and thereafter, Randlords shall maintain with strict confidentiality all confidential information to which Randlords have access too 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 the arrangements be made by an Agent on behalf of the Client, 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 5a. 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.

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### **7. Surcharges**

- a. Security – if and when required – R450 per guard per 8-hour shift
- b. Kosher and Halaal meals are charged over and above function menu rate and correspond with supplier charges
- c. After-Hours Charge:
  - In the event of a day conference continuing after 18:00 – the hourly rate for the applicable venue will be levied for each hour after 18:00.
  - Any function continuing after 01:00 will be subject to an additional fee of R2 000.00 per hour or part thereof
  - Equipment not removed from the venue after 00:00 (midnight) will incur additional room hire charges.
  - 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 fees and changes accordingly.
  - 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 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 60 (sixty) days prior to the confirmed event date. No changes will be accepted on less than 72 (seventy-two) hours notice
- b. Randlords endeavors 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 sheet.
- c. The Client and/or Agent is responsible for ensuring that the maximum capacity of the venue is not exceeded.
- d. Any variation in excess of the above will be deemed to be a partial cancellation or postponement and will be subject to a pro rata cancellation / postponement fee in accordance with clause 9 below

### **9. Cancellation and Postponement Policy**

Should the Client or Agent, after signing this agreement or accepting a quotation, whether in writing, verbally or otherwise, wish to cancel or postpone all or any part of a booking for whatsoever reason, they shall be entitled to do so subject to the following;

- a. Notice of such cancellation or postponement must be given to Randlords in writing by the Client or the Agent.
- b. Cancellation / postponement fees shall be payable and are dependant on the notice period provided by the Client or the Agent and based on total staging costs as set out in the most recent quotation;

### **Notice Period % of Costs**

If cancelled or postponed more than 60 days prior to commencement date: no fee

If cancelled or postponed more than 30 days prior to commencement date: 50% cancellation fee on Venue Rental shall be charged

If cancelled or postponed less than 30 days prior to commencement date: 100% cancellation fee on Venue Rental shall be charged

### **10. Termination**

Randlords reserves the right to terminate this contract without prejudice to its rights if;

- a. The Client and/or Agent fails to comply with, or breaches the Contract 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 premises/venue for an event other than the one specified in the Contract and Booking Sheet
- d. The Event may lead to breach of peace, acts of violence or possible damage to The Forum or its contents
- e. The Event contravenes any legislation or statutory regulations
- f. The Client and/or Agent is placed under final sequestration, liquidation, judicial management or bankruptcy.

Should termination occur in any of the aforementioned circumstances, Randlords will retain any monies already paid and shall be entitled to claim the full Venue Hire Costs as a termination fee. In the case of a breach of contract, and at the discretion of Randlords, parties to that contract agree to the jurisdiction of the Johannesburg Magistrates Court.

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In addition, Randlords reserves the right to cancel or postpone any Confirmed Booking, at any time prior to the commencement date, 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 his 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.

#### **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, howsoever arising, including due to any negligence on the part of Randlords, its officers, employees, agents and sub-contractors
- e. Should the need arise; venues previously allocated by Randlords may be re-allocated. The nature of the event will be taken into account.
- f. Randlords reserves the right to publicize past, current and future events unless specifically requested to do so by the Client and/or Agent.

#### **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
- c. contained in the Contract, Terms and Conditions and Booking /Function Sheet. They are also responsible for ensuring
- d. that they, or any of their appointed agents, do not contravene any of the restrictions affecting organisations that occupy the property.

#### **13. Randlords'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.

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**14. General**

- a. Subject to the provisions of clauses 9 and 11 above, 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 constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject 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's 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.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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