



## TERMS AND CONDITIONS OF PROVISION OF THE SERVICES

### 1 CONFIRMATION OF THE QUOTATION

- 1.1 The Quotation was provided to the Client at the Client's request and in accordance with the Client's requirements as communicated to FR.
- 1.2 The Quotation contains details and pricing in respect of the following:
  - 1.2.1 the Event Date;
  - 1.2.2 the Venue and the corresponding venue hire fees;
  - 1.2.3 the Quoted Price and Payment Policy;
  - 1.2.4 food and beverage requirements, including special dietary requirements.

### 2 PROVISION OF THE SERVICES

Upon acceptance of the Quotation, and subject to the Terms and Conditions contained herein:

- 2.1 FR hereby provides, and the Client hereby accepts the provision of, the Venue Hire as detailed in the Quotation ("**the Services**"); and
- 2.2 FR shall provide the Services on the Event Date and at the Venue.

### 3 PAYMENT TERMS

- 3.1 The client undertakes to pay the fees as appears on the Quotation, and which are due, owing and payable by the Client to FR as appears on the Quotation.

### 4 FUNCTION / EVENT INFORMATION

- 4.1 Not less than (7) seven Business Days prior to the Event Date, the Client shall notify FR in writing of the Event details and specific requirements on the Reservation Form.
- 4.2 Not less than (7) seven Business Days prior to the Event Date, the Client shall notify FR in writing of the final minimum numbers of attendees of the Event, failing which:

- 4.2.1 in the event of fewer people than the quoted number attending the Event, the Client shall be liable to pay the Quoted Price;
- 4.2.2 in the event of more people than the quoted number attending the Event, FR shall charge the Client for the additional attendees at the unit price as appears from the Quotation. FR shall endeavor wherever possible to accommodate an increase in the number of attendees.

## **5 PRICING**

- 5.1 FR reserves the right to increase the prices it charges for the Services from time to time, and subject always to the provisions of section 15(4) of the Consumer Protection Act, No 68 of 2008.
- 5.2 Food and beverage
  - 5.2.1 all bar slips for beverages must be signed by the Client prior to the end of the Event. Should the Client not sign all bar slips, the Manager supervising the Event shall have the authority to sign such bar slips on behalf of the Client and this slip will be deemed as correct;
  - 5.2.2 no food or beverage items may be brought into the Venue unless agreed upon in writing with FR;
  - 5.2.3 due to the additional preparation and arrangements inherent to the provision of Kosher and Halaal meals, a surcharge per person shall be levied by FR.

## **6 PAYMENT OF FINAL AMOUNT DUE TO FR AND FAILURE TO PAY**

- 6.1 Within 2 Business Days of the end of the Event, FR shall furnish to the Client a final invoice (“***the Final Invoice***”) containing details and pricing in respect of any additional charges which arose during the Event, including but not limited to the following:
  - 6.1.1 any increase in the number of attendees of the Event in terms of clause 4.2.2 above;
  - 6.1.2 beverages consumed and signed for in terms of clause 5.2.1 above;

- 6.1.3 surcharge per hour or part thereof in the event that the Event continues later than the time which is stipulated in the booking form, which shall only be permitted if FR and the Client agrees thereto in writing prior to the Event Date;
- 6.1.4 any damage to the Venue or any property on the Venue caused by the Client, its guests, invitees, attendees, customers or any other supplier of the Client.
- 6.2 The Final Invoice shall be paid to FR by the Client within 2 Business Days of receipt thereof by the Client.
- 6.3 Any invoice not paid by the due date shall be charged interest at the prevailing interest rate charged by FR's bankers to its corporate customers from time to time.
- 6.4 In the event of FR having to resort to legal action to receive payment of any amount due in terms of the Agreement, the Client shall be liable to pay all FR's legal costs on the scale as between attorney and own client.

## **7 CANCELLATION OF THE EVENT BY THE CLIENT**

- 7.1 In the event of the Client cancelling the Event from date of the Agreement to 2 months prior to the Event, the client would be liable to pay 50% of the Quoted Price to FR.
- 7.2 In the event of the Client cancelling the Event within 2 months prior to the Event, the client would be liable to pay 100% of the Quoted Price to FR.
- 7.3 In the event of the Client cancelling the Event referred to in clauses 7.1, 7.2 and has paid a deposit in terms of clause hereof, FR would be entitled to retain the deposit as part of the amount due and owing in terms of clauses 7.1 and 7.2 hereof.

## **8 CANCELLATION OF THE AGREEMENT BY FR**

FR shall be entitled to immediately cancel the Agreement in the event that:

- 8.1 the Client is provisionally or finally liquidated or sequestrated, and/or
- 8.2 placed under judicial management, and/or
- 8.3 a judgment sounding in money is granted against the Client and the Client fails to fulfil such judgment within 7 days of such judgment being granted against it; and/or

8.4 the Client commits any act of insolvency as described in the Insolvency Act, No 24 of 1936, as amended.

## **9 LIMITATION OF FR'S LIABILITY AND INDEMNITY**

- 9.1 The Client acknowledges that it has access to FR and its facilities at its own risk and expense.
- 9.2 The Venue shall be provided as-is, and FR makes no warranty to the Client regarding the suitability of the Venue for the Client's intended use.
- 9.3 The Client shall be responsible for any damage caused to the Venue beyond ordinary wear and tear, and shall be required to arrange for such repairs.
- 9.4 FR shall be entitled to arrange for any necessary repairs at the Client's expense.
- 9.5 The Client shall reimburse FR for any such repairs within 30 days of receipt of FR written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.
- 9.6 It is the Client's obligation to ensure that children under the age of 18 are under responsible adult supervision for the duration of the Event. FR, nor any of its employees or agents, shall not be responsible for any loss of life, injury, accident or damage suffered by any child attending the Event.
- 9.7 FR, nor any of its employees or agents, shall not be responsible for any loss of life, injury, accident or damage suffered by any person attending the Event, or any person associated with the Event, whether it be a guest, invitee, attendee, customer or any other supplier of the Client.
- 9.8 No illegal substances of any nature whatsoever shall be permitted at the Venue or on FR's premises.
- 9.9 The Client hereby indemnifies and holds harmless FR, and its employees and agents, against any and all loss of life, injury, accident or damage suffered or incurred and arising from and/or in connection with any event / function held on its premises, and/or any catering activity provided to the Client by FR. Such indemnity shall be valid as against any of the Client's guests, invitees, attendees, customers or any other suppliers.

## **10 DOMICILIUM**

- 10.1 The Parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this Agreement as detailed on the Quotation.
- 10.2 Either Party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.
- 10.3 All notices, demands, communications or payments intended for either Party shall be made or given at such Party's domicilium for the time being.
- 10.4 A notice sent by one Party to another Party shall be deemed to be received:
- 10.4.1 on the same day, if delivered by hand;
  - 10.4.2 on the same day of transmission if sent by telefax or email and with receipt received confirming completion of transmission;
  - 10.4.3 on the fifth day after posting, if sent by prepaid registered mail.

## **11 APPLICABLE LAW**

This Agreement shall be construed in accordance with South African Law. The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (Republic of South Africa) in respect of any action arising in terms of and/or in connection with this Agreement.

## **12 TRANSACTIONS INDIVISIBLE**

All the transactions and arrangements contained or contemplated by this Agreement constitute a single and indivisible transaction.

## **13 GENERAL**

- 13.1 This document constitutes the sole record of the Agreement between the Parties in regard to the subject matter of this Agreement.

- 13.2 Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 13.3 No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both Parties, and in the case of FR, by two authorised representatives.
- 13.4 No indulgence which either of the Parties ("**the Grantor**") may grant to the other of them ("**the Grantee**") shall constitute a waiver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee which might have arisen in the past or which might arise in the future.
- 13.5 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 13.6 Neither Party shall be entitled to cede, assign or otherwise transfer all or any of its rights, interest or obligations under and in terms of this Agreement except with the prior written consent of the other Party.