



Parkrand Tennis Complex

Venue Hire

Terms & Conditions

Parkrand Tennis Complex 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 Parkrand Tennis Complex, 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 Parkrand Tennis Complex 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 Parkrand Tennis Complex, whether or not the Quotation and/or the terms and conditions are formally accepted by the Client and/or Agent, and Parkrand Tennis Complex 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 Parkrand Tennis Complex 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 Parkrand Tennis Complex 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 Parkrand Tennis Complex
- l) "The Venue" means Parkrand Tennis Complex, as specified in the Quotation and Booking/Function Sheet, which includes standard equipment and services per the daily conference package
- m) "Services" means any service or facility, other than space, that Parkrand Tennis Complex agrees to provide or facilitate
- n) "Set-up" means the period when the Client is preparing for the Event on Parkrand Tennis Complex premises
- o) "Strike" means the period after the event when the Client is vacating the premises and any equipment brought into the venue is being removed
- p) "Venue Hire Costs" means the amount payable for the rental of space excluding the provision of food, beverages and additional services
- q) "Venue Hire Period" means the period of time during which Parkrand Tennis Complex provides space for use by the Client.

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 Parkrand Tennis Complex
- 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 Parkrand Tennis Complex such additional fees or charges on presentation by Parkrand Tennis Complex 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 Parkrand Tennis Complex; 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.

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c) Payments

- Parkrand Tennis Complex 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 Parkrand Tennis Complex 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 Parkrand Tennis Complex bankers.
- 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 Parkrand Tennis Complex are as follows:

ABSA Bank Account name:	Parkrand Tennis Club
Account number:	40-5107-4058
Branch:	Dunswart
Payment Reference:	Client Name

Proof of payment is to be emailed to: parkrandtennis@signatures.za.net

d) Last Minute Bookings

- In the event that Parkrand Tennis Complex accepts bookings after the cut-off date, the full costs will be due and payable by the Client upon acceptance of the booking by Parkrand Tennis Complex, failing which Parkrand Tennis Complex reserves the right to refuse access to the venues/facilities.

Venue and Facilities

a) Audio Visual Equipment

- Parkrand Tennis Complex can outsource standard audio visual and technical equipment. These may only be operated by Parkrand Tennis Complex staff or its appointed contractors
- Any additional equipment required may only be brought into the venue by prior written approval of Parkrand Tennis Complex of the equipment to be utilized
- Technician services will be charged on an hourly basis if services are requested.

b) Florist and Décor

- Parkrand Tennis Complex 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 Parkrand Tennis Complex invoices. Notwithstanding the above, Parkrand Tennis Complex is not responsible for and assumes no liability for the acts or omissions of the specialist.

c) Food and Beverages

- Parkrand Tennis Complex can outsource food and beverages through our appointed supplier
- Food and beverages may not be brought onto the premises for consumption
- Menus must be finalised 14 (fourteen) working days prior to the event
- Parkrand Tennis Complex 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. Parkrand Tennis Complex will not be held liable for late requests.
- 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 Parkrand Tennis Complex 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

- Parkrand Tennis Complex members take priority and any set-up will be done around them, however we will ensure that the venue is clear prior to event start time
- Build up should be done with the greatest consideration to Parkrand Tennis Complex property
- All deliveries must be addressed to the Parkrand Tennis Complex 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 – without prior permission.

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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 Parkrand Tennis Complex
- 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
- 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, Parkrand Tennis Complex will provide the Client and/or Agent with a list of preferred suppliers
- Notwithstanding any such recommendation, Parkrand Tennis Complex 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 Parkrand Tennis Complex "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 Parkrand Tennis Complex by the Client and/or Agent at least 14 (fourteen) days prior to the commencement date; failing which Parkrand Tennis Complex 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

- a) During the term of this Agreement and thereafter, Parkrand Tennis Complex shall maintain with strict confidentiality all confidential information to which Parkrand Tennis Complex have access too while assisting with preparing the Event.
- b) 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
- c) Parkrand Tennis Complex 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 Parkrand Tennis Complex. 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 Parkrand Tennis Complex. In such instances the Client shall remain liable to Parkrand Tennis Complex for the payment of the costs
- b) In the case of situations contemplated in clause 6a. above, the Client will be invoiced directly by Parkrand Tennis Complex and will be responsible for the payment directly to Parkrand Tennis Complex of all amounts due; provided that should the Client not pay any amount when due, Parkrand Tennis Complex shall be entitled to claim from the Agent in terms of the surety given by the Agent.

7. Surcharges

- a) Security – if and when required – R450 per guard per 8-hour shift
 - 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.

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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) The Client and/or Agent is responsible for ensuring that the maximum capacity of the venue is not exceeded
- c) 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 Parkrand Tennis Complex in writing by the Client or the Agent.
- b) Cancellation / postponement fees shall be payable and are dependent 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

Parkrand Tennis Complex 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 Parkrand Tennis Complex or its contents
- e) The Event contravenes any legislation or statutory regulations
- f) The Client and/or Agent are placed under final sequestration, liquidation, judicial management or bankruptcy.

Should termination occur in any of the aforementioned circumstances, Parkrand Tennis Complex 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 Parkrand Tennis Complex, parties to that contract agree to the jurisdiction of the Johannesburg Magistrates Court.

In addition, Parkrand Tennis Complex 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 Parkrand Tennis Complex due to circumstances beyond the control of Parkrand Tennis Complex, including, without limitation, Acts of God, strikes, unrest or terrorism. In such event, (although Parkrand Tennis Complex shall not be obliged to do so) Parkrand Tennis Complex shall endeavour to secure alternative facilities for the Event. If this is not possible, Parkrand Tennis Complex 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 Parkrand Tennis Complex 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 Parkrand Tennis Complex, 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

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- 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 Parkrand Tennis Complex, 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 Parkrand Tennis Complex, its officers, employees, agents and sub-contractors
- e) Should the need arise; venues previously allocated by Parkrand Tennis Complex may be re-allocated. The nature of the event will be taken into account.
- f) Parkrand Tennis Complex 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 Parkrand Tennis Complex 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
- c) 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. Parkrand Tennis Complex’s Liability

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

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) Parkrand Tennis Complex 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 Parkrand Tennis Complex’s name, logo 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 Parkrand Tennis Complex for approval prior to going to print.

Signed at on this..... day of..... 2013

Name:

Designation:

Signature: