

THE PARK

HOUSE OF EVENTS ON 7

1. These Terms and Conditions shall govern the renting out of the premises by The Park to the Client and/or the Agent, who/which shall hire the premises, with each event being exercised and conducted under the ultimate and strict control of The Park, including but not limited to, the venue, facilities, catering services and bar services offered and provided by The Park.
2. The Park does allow for corkage provided The Park has furnished its prior written consent for each Event and has agreed with the Client and/or Agent the corkage charge.
3. The Park has a strict policy that no alcohol shall be served to any person under 18, and in the Event of this occurring The Park shall be entitled in its sole discretion to eject any person(s) from the premises of The Park who do not adhere to this policy, including the Client and/or Agent who shall nevertheless be liable to pay The Park in full, all amounts due to The Park in terms of each Event.
4. The Park shall in its sole discretion be entitled to employ the services of a bar auditor, the costs whereof shall be paid for by the Client and/or Agent, which amount shall form part of the quotation furnished by the Park to the Client and/or Agent.
5. Prior to the commencement of any Event, each and every Client and/or the Agent, (he/she/ it being duly authorized for and on behalf of the Client, with proof thereof being submitted to The Park, forthwith on request) shall be required to sign the written acceptance of the quotation(s) and these Terms and Conditions, and to make timeous payment of the required payments, in terms of the quotation(s), as aforesaid. In the event of any payment not being timeously paid, The Park may, in its sole and absolute discretion, be entitled to decide whether or not to proceed with any Event.
6. These Terms and Conditions shall apply to all quotations issued by The Park, whether or not the quotation(s) and/or these Terms and Conditions are formally accepted in writing by the Client and/or the Agent, and The Park shall be entitled to enforce same against the Client and/or the Agent, in the event of any dispute arising between the parties.
7. Special terms and conditions relating to each Event may be entered into and concluded in writing between The Park and the Client and/or the Agent, as aforesaid, prior to any Event commencing. Any variation to any of the Terms and Conditions governing any Event shall be reduced to writing and signed by the Client and/or the Agent during the Event, and the Client and/or the Agent shall be bound thereby and also undertake to effect all payments in full, on demand, of all amounts for any Event, including any signed variation by the Client and/or the Agent. All additions or extras requested shall be reduced to writing, either by e-mail, sms, whatsapp and/or a signed order form of The Park, to cater for any last minute variations or additions. The Park reserves the right to add a contingency amount of R10,000-00 (ten thousand rand), payable on demand, should the Client and/or the Agent have a "no-purchase order, no-payment" policy.
8. The Park, its Directors, Shareholders, Employees, duly authorized representatives and duly authorized Agents shall not be held liable by the Client and/or the Agent for any claims and/or damages of whatsoever nature and howsoever arising, in respect of the Event, and the Client and/or the Agent indemnifies The Park against any claims of whatsoever nature and howsoever arising in respect of the Event.
9. The Park shall be entitled, in its sole and absolute discretion, to forthwith cancel any Event if it is of the *bona fide* belief that the holding of such Event will not comply with any statute, regulation and/or law, whether at national, provincial or municipal level, or if the Event may cause any harm, injury and/or damage to any person, property or thing, were the Event to be held. In the event of such Event being cancelled, the Client and/or the Agent shall have no claim against The Park of whatsoever nature and howsoever arising.
10. In the event of The Park's security having to remove any Client and/or Agent and/or their respective guests, invitees, employees and/or representatives, the Client and/or Agent shall have no claim of whatsoever nature and howsoever arising against the Park for the removal of such person(s), the removal of whom shall be in The Park and its securities sole discretion. Furthermore the Client and/or Agent indemnifies the Park of any claim of whatsoever nature and howsoever arising brought by any person in regard hereto.
11. The Client and/or Agent shall not in any way whatsoever, including on any social media, platforms and/or publications bad mouth or run down the good name and reputation of The Park. Any comments made by the Client and/or Agent may however be made, including on social media provided same is positive. The Client and/or Agent acknowledge that any contravention of this clause shall entitle The Park to institute the appropriate legal proceedings against him/her/it for all damages which The Park may suffer as a result hereof.
12. Until payment has cleared in The Park's designated bank account, free of any exchange, set-off and/or deduction, and/or bank charges, neither the Client nor its duly authorized Agent shall be entitled to enter the premises and/or carry out any preparation for the holding of any Event, unless having first received the prior written consent and authorization by the Park to do so.
13. The Client and/or the Agent and/or guests of the Client for its Event, its duly authorized representatives, Agents, Employees, and/or invitees enter the premises of The Park at their respective risk. The Client and/or the Agent shall solely be responsible for any loss, injury, death and/or damages in respect of any claim in regard hereto, unless same was caused by the reckless intentional conduct of The Park and/or its duly authorized representatives, Agents and Employees.
14. The Client and/or Agent shall ensure that nothing is removed from The Park, including but not limited to any décor, center pieces, cutlery, crockery, linen, serviettes.
15. **Costs and Payment Terms**
 - 9.1 The costs for the use of The Park and the provision of services are set out in the quotation(s), which costs shall be paid by Client and/or the Agent to The Park. All quotations are valid for a period of 5 (five) working days.
 - 9.2 The costs are based on and include, *inter alia*, the number of delegates, the Venue, a Breakage Deposit, a Catering and Beverage Service Allowance per person, and daily conference package selected.
 - 9.3 All costs for the use of additional venues and/or facilities, provision for additional services requested by the Client and/or the Agent and/or any other expenses incurred shall be for the Client's and/or the Agent's account and shall be due, owing and payable to The Park.
16. **Deposits and payments**
 - 10.1 The following payments are required to be made by the Client and/or the Agent in order to confirm a booking:
 - 10.1.1 **Deposit** 50% (fifty percent) of the final quotation(s) will be due, owing and payable within 48 (forty-eight) hours of receipt of an invoice to secure the booking of the Venue.
 - 10.1.2 **Balance** 50% (fifty percent) of the balance of the final signed-off quotation(s) is due, owing and payable within 10 (ten) working days before the Event date. The balance may be increased to include any extras added by the Client and/or the Agent from time to time, after sign-off of the final quotation(s) but by the 10 (ten) working day period before the Event date.
 - 10.1.3 **Full payment**, is accordingly due, owing and payable 10 (ten) working days before the Event.
 - 10.2 If the quoted amount is for any reason not paid, The Park reserves the right to cancel the tentative booking and recover any costs, expenses and/or damages incurred by The Park as a result thereof, which shall be paid by the Client and/or the Agent, on demand.
 - 10.3 All payments are to be made by way of Electronic Funds Transfer ("EFT") into The Park House of Events on 7 Hyde Park (Pty) Ltd designated bank account, namely RMB Private Bank, Branch Code 261251, Account Number 62554406720 free of any exchange, set off and/or deduction and/or bank charges. (The Park does not handle cash on site). Any monies which may be due, owing and payable in respect of the Event must be settled by no later than midnight on the night of the Event, either by EFT or credit card.

- 10.4 In the event that the Final Account is less than the quoted amount, The Park shall refund the balance to the Client and/or the Agent within 30 (thirty) days after the last day of the Event.
- 10.5 Any amount due, owing and payable to The Park in terms of an Event governed by these Terms and Conditions, not timeously paid after presentation of any invoice will attract interest at 2% (two percent) above the prevailing prime overdraft rate, applied by The Park's bankers from time to time.
- 10.6 In addition to payments by way of EFT, Visa, MasterCard, Diners Club and American Express credit cards are accepted. The Client and/or the Agent is to advise The Park, when making the booking, whether payment will be by way of credit card. A 5% (five percent) credit card administration charge will be reflected on the Final Account and the Client and/or the Agent will be required to complete a form authorising The Park to debit its credit card for the full amount owing.
- 10.7 The Client and/or the Agent shall not be entitled to withhold payment for any reason whatsoever. Any amounts already paid and disputed shall be dealt with through mediation, as soon as possible after the Event, failing which the aggrieved party may institute legal proceedings and/or the parties may agree to arbitrate such dispute, in accordance with the provisions of the Arbitration Act.
- 10.8 Regardless of any deposit paid by the Client and/or Agent to secure the Venue, the Client and/or Agent shall be obliged to furnish the Park with a Purchase Order issued by the Client, where such Client has a policy of Purchase Orders having to be provided for the holding of any Event. If no Purchase Order is provided by no later than 5 working days before an Event, the Park shall in its sole discretion be entitled to ensure that the Event does not take place until such time that a Purchase Order is received, and/or The Park may cancel the Event. In such instance the Client and/or Agent shall remain liable to The Park for the full amount, as quoted, for the Event.
- 10.9 Should the Client and/or Agent wish to date of an Event within 30 (thirty) working days before an Event, such change may take place, if another date is available. However the Client and/or Agent shall nevertheless remain obliged to effect payment to The Park of the full amount of the quote plus the full Venue hire costs for the date on which the Event was to have taken place.
- 10.10 The Park is a locked and secured Venue. However should any equipment or anything else be left on the premises of The Park overnight, prior to an Event taking place, the Client and/or Agent shall have no claim against the Park for any loss or damages suffered to such equipment or anything else left on the premises. The Client and/or Agent may order extra overnight security, the costs whereof shall be borne and paid for by the Client and/or Agent. The Client and/or Agent alone shall be responsible for all promotional items and valuable items brought onto and/or left on the premises of The Park. The Client and/or Agent shall have no claim against The Park should any such promotional items and/or valuable items be lost and/or damaged in any way whatsoever.
- 11 Postponement and/or cancellation policies**
- 11.1 Cancellation more than 90(ninety) days before the booked Event day:
- 11.1.1 In this instance, The Park will refund the Client and/or the Agent in full. However, if special orders have been requested, signed off and purchased by The Park on behalf of the Client and/or the Agent, this amount shall be set off against the deposit paid and any remaining amount of the deposit, shall be refunded to you within 30(Thirty) days of the final reconciliation of any amounts which may be due, owing and payable to The Park.
- 11.2 Cancellation between 60 (sixty) and 90 (ninety) days before the booked Event day:
- 11.2.1 In this instance The Park will refund the Client and/or the Agent any payments made on the full and finalized quotation(s) less 50% (fifty percent) of the stipulated venue hire and set up venue hire rates and costs.
- 11.3 Cancellation within 60 (sixty) days before the booked Event day:
- 11.3.1 In this instance, the entire invoice amount remains due, owing and payable to The Park by the Client and/or the Agent for the venue hire, and for any and all purchases and expenses, for which The Park may either be liable for and/or entitled to.
- 11.4 Cancellation within 15 days before the booked Event day:
- 11.4.1 In this instance the entire invoice amount as per the full quotation accepted, including and not limited to catering, venue, bar, parking, décor, and technical
- 12 Damages or loss**
- 12.1 The Client and the Agent shall be liable jointly and severally, the one paying the other to be absolved, for any damage which may be caused to The Park, and/or any of its property, and/or equipment, and/or in respect of any loss or injury which any person may sustain whether through reckless or negligent conduct by the Client and/or the Agent, with regard to any event at The Park.
- 12.2 The Park will include a refundable breakage/damages deposit in the quotation(s), which may be used by The Park in the event of breakage/damage by the Client and/or the Agent and/or any invitees or contractors of the Client and/or the Agent. Any vehicles brought in, on and/or around The Park, including the level 7 (seven) parking area at Hyde ParkCorner Centre shall be at the Client's and/or the Agent's sole risk, and the Client and/or the Agent shall have no claim of whatsoever nature and/or howsoever arising, for any damages relating to any vehicle. In this regard, the Client and/or the Agent indemnify The Park against any claim of whatsoever nature and howsoever arising against The Park, with regard to such vehicles and/or in respect of any other damages, relating to any Event.
- 12.3 The Client and/or the Agent shall obtain The Park's prior written consent should the Client require any vehicle of any nature whatsoever to be brought into the Venue.
- 13 Preferred Suppliers**
- 13.1 No food and/or beverages may be brought onto The Park's premises, for any reason whatsoever, without The Park's prior written consent first being had and obtained.
- 13.2 The Client and/or the Agent acknowledge that the Park **only** works with preferred suppliers with whom it has contracted and who appear on The Park's *Preferred Supplier List*. This includes but is not limited to suppliers of security and venue protection.
- 13.3 The Client and/or the Agent furthermore acknowledge, that simply because one of The Park's Preferred Suppliers appear on the said list, this does not entitle the Client and/or the Agent to contract directly with such preferred supplier for any Event relating to The Park, without first having obtained The Park's prior written consent to engage the services of such Preferred Supplier for The Park. The Preferred Supplier has a written contract for the services which he/she/it renders to The Park, and it is this agreement, between The Park and the Preferred Supplier, which shall prevail and supersede any agreement which the Client and/or the Agent may have, with the Preferred Supplier directly in respect of The Park
- 13.4 Food tastings with Preferred Suppliers are limited to 4 (four) guests and within a 30 (thirty) day period prior to the Event. Any additional guests over and above the 4 (four) guests, as aforesaid, shall be charged a surcharge, to be agreed between The Park and the Client and/or the Agent before the commencement of food tastings.
- 14 Internet & Network**
- 14.1 Access to Internet and Wi-Fi points is available throughout The Park's premises by prior written arrangement with The Park only.
- 14.2 The Client and/or the Agent agree and undertake to ensure that there is no unauthorized access to internet and Wi-Fi points, whereby failure to comply herewith may result in punitive damages.

15 Repairs & Restoration

- 15.1 Prior to vacating The Park, the Client and/or the Agent must ensure that The Park is left in its original condition.
- 15.2 Should repairs be necessary, the damage will be repaired by the Client and/or the Agent at his/her/its own expense, alternatively The Park will carry out the repairs and restoration, and the Client and/or the Agent shall be liable jointly and severally, the one paying the other to be absolved, to reimburse The Park, on demand, for all costs incurred by The Park in this regard.

16 Room set-up

- 16.1 Set-up for the Event should be done with the greatest consideration to The Park and its property.
- 16.2 All deliveries must be addressed to the Banqueting/Conventions office of The Park, and must be delivered at an agreed time and at a location designated by The Park.
- 16.3 Room set-ups must be finalised at the stipulated time as directed by The Park before the commencement date of the Event. Changes to the seating and equipment (standard and additional) requested by the Client and/or the Agent may be charged and shall be due, owing and payable by the Client and/or the Agent.
- 16.4 Floor plans for the Event must be supplied at least 15 (fifteen) days before the commencement date of the Event.
- 16.5 The Park's Operations Manager must be informed if sound checks are required. All sound checks are to be approved by The Park's Operations Manager. The Client and/or Agent must furnish The Park with a comprehensive and full running order, recording the specified times and description of activities. Same must be provided at least 10 working days before the commencement of the Event.
- 16.6 All exhibition stands and/or structures and/or equipment must be of a free-standing nature and must have a protective layer inserted between the structure/equipment and the floor.
- 16.7 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.
- 16.8 Painting and gluing may not take place in The Park's premises.
- 16.9 No item of equipment and/or structure of whatsoever nature may be suspended, leaned or balanced from any part of the balustrade, pillars, ceiling, light fittings or railings.

17 Safety and Security

- 17.1 The Client and/or the Agent shall, at all times, comply with the existing health, safety and security legislation, applicable to The Park's premises. The Client and/or the Agent are legally required to ensure the safe working practice of all its employees, contractors and agents. The Park requires that all health and safety compliances must at a minimum meet the relevant industry standards and norms. The Park shall however be entitled, in its sole and absolute discretion, to insist on higher health, safety and security requirements for any Event if The Park is of the opinion that higher standards are required for a particular event.
- 17.2 The Client and/or the Agent shall :
 - 17.2.1 Ensure that The Park's plugs, light sockets or distribution boards are not tampered with in any way;
 - 17.2.2 On demand, effect payment to The Park for The Park providing an electrical certificate of compliance issued by an authorised electrician for every temporary electrical installation, the Client and/or the Agent require for an Event.
 - 17.2.3 Provide a certificate confirming all draping is fire-proof or treated to provide similar fire retardation, the Client and/or the Agent require for an Event;
 - 17.2.4 Provide structural or other certificates confirming safe design and usage for ramps, stages, lighting, audio visual, rigging, tents, marquees, etc, the Client and/or the Agent requires for an Event;
 - 17.2.5 Ensure that The Park's emergency exits, equipment or signage is not covered, obstructed or interfered with in any way; and
 - 17.2.6 Provide additional safety signage as and when required.
 - 17.2.7 Ensure that "Working at heights" certificates are provided to The Park on demand.
 - 17.2.8 Ensure that all health and safety requirements are adhered to, and the Health and Safety Act and Regulations thereto. In the event of a health and safety file together with all the requisite documentation not being provided to The Park, The Park shall be entitled, but not be obliged, to cancel the Event. In such instance the Client and/or Agent shall nevertheless be liable to The Park for all amounts due, owing and payable in terms of clause 11.4 above.
 - 17.2.9 The Client and/or Agent shall not touch, temper and/or interfere with any of The Park's safety equipment including fire-extinguishers, which shall be used in the case of an emergency.
- 17.3 All the above-mentioned certificates must be handed to the Operations Manager/General Manager of The Park at least 5 working days prior to the Event.
- 17.4 Smoke machines may not be used without prior written authorisation of The Park, which shall include the Client and/or the Agent hereby indemnify The Park against any and all claims, demands, loss, expenses, damages and / or liability of whatsoever nature and howsoever arising from the use of smoke machines and/or same being brought into the Venue by the Client and/or Agent and/or The Park if required by the Client and/or Agent.
- 17.5 It is the responsibility of the Client and/or the Agent to ensure that any policies and procedures pertaining to any Event comply with the minimum requirements of health and safety legislation and regulations.
- 17.6 No Client and/or Agent, Supplier, Contractor, Artist, guest and/or any other person, party or entity will be allowed into the Venue without proof of accreditation, where applicable. Admission in this regard lies at the sole and absolute discretion of The Park at all material times.
- 17.7 Once The Park and the Client and/or the Agent has signed off the numbers of people allowed for an Event, The Park shall be entitled in its sole and absolute discretion not to increase the number of people to attend an Event should there be any health and safety implications. Final numbers are to be confirmed by no later than 10 (ten) working days before the load in of the Event.
- 17.8 All load in; load out, sound levels and bar restrictions shall be implemented by The Park in its sole and absolute discretion. Load in times, rehearsal and sound checks are mandatory, have to be scheduled with The Park by the Client and/or the Agent, with such schedule being signed off by The Park and the Client and/or the Agent. The Client and/or the Agent shall have no right to interfere with any decision made by The Park in regard hereto and shall have no claim of whatsoever nature and/or howsoever arising once The Park has exercised its discretion in this regard, however the Client and/or the Agent shall remain liable to effect payment of all amounts due, owing and payable to The Park in the event of the Event being cancelled due to non-compliance with any health and safety issues, detailed in clause 18 and/or The Park exercising its sole and absolute discretion in terms of this clause.

- 17.9 It is the responsibility of the Client's and/or the Agent's contractors relating to décor, technical, catering, electrical and/or any other specialty contractor to deliver and remove from site anything introduced to the Venue, when setting up and breaking down the Event, including the removal of all waste.
- 17.10 The bar and menu prices as charged by the Park are subject to change and are subject to the availability of stock. Any brand or alcoholic product, over and above those listed by The Park or its Preferred Suppliers, must be ordered timeously in writing by the Client and/or the Agent. The Client and/or the Agent shall have no claim against The Park if for any reason such specific brand or alcoholic product is not delivered timeously to the Event, whether or not this is due to any fault by The Park.
- 17.11 All catering personnel are to be ordered in advance and not less than 10 (ten) working days before an Event. The waiters and staff working on any Event are charged at a minimum rate of 8 (eight) hours for the set up of and the Event itself
- 17.12 All floor plans are to be presented to The Park at least 15 (fifteen) working days prior to the Event.
- 10.1 The Client and/or the Agent have noted that Hyde Park Corner Centre in which The Park is situated houses 3 (three) x 1500 (one thousand five hundred) KVA generators, with a crossover time of approximately 3(THREE) minutes. The Client and/or the Agent shall, for the smooth running of the Event utilise the supply of UPS's to avoid any down time in electricity for any Event. The Client and/or the Agent agree to pay the costs associated herewith, at least 15 (fifteen) working days before an Event. If for any reason there is down time whether it be for load shedding or for any other reason whatsoever, the Client and/or the Agent shall have no claim of whatsoever nature and howsoever arising against The Park in regard hereto.
- 10.2 The Client and/or the Agent are fully aware that permission is required in writing from the landlord of Hyde Park Corner Centre for any Event that continues beyond 22h00. The Park shall do everything reasonable and necessary to obtain such written permission from the landlord. If for any reason, the landlord is not prepared to grant such written permission, the Event shall terminate by no later than 22h00 and the Client and/or Agent shall have no claim of whatsoever nature and howsoever arising against The Park, due to such written permission not being furnished by the landlord.
- 11 Smoking**
- Smoking is only allowed in designated areas.
- 12 Vacating Premises**
- If the Client and/or the Agent does not vacate the Park's premises (including the removal of equipment) by the agreed time, additional Venue hire charges may be charged and shall be due, owing and payable by the Client and/or the Agent, at the rate of R500,00 per hour, which amount shall be paid by the Client and/or Agent on demand.
- 13 Third Party Public Liability Insurance**
- 13.1 The Client and/or the Agent hereby indemnify The Park against all third party claims of whatsoever nature by taking out third party public liability insurance to cover the event to a minimum of R10 (ten) million for any one occurrence. the policy must note the interests of The Park
- 13.2 The Client and/or the Agent must provide a letter from the insurer detailing public liability coverage, and details of the insurance to The Park at least 15 working days prior to the commencement date of the Event. If this is not received within 14 (fourteen) days prior to the commencement of the Event, The Park may take out the necessary insurance cover and may charge the Client and/or the Agent the applicable premiums including VAT, which shall be due, owing and payable by the Client and/or the Agent to The Park.
- 14 Final Arrangements**
- All arrangements must be finalised and communicated to The Park by the Client and/or the Agent at the agreed stipulated time, 15 (fifteen) working days prior to the commencement date of the Event; failing which The Park shall be entitled, at its sole and absolute discretion, to make the necessary arrangements on behalf of the Client and/or the Agent, at the Client's and/or the Agent's sole expense.
- 15 Confidentiality**
- 15.1 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 and/or the Agent. The Park shall not use such information for any purpose other than for purposes of hosting the Event, and shall not disclose any such information to any third party (except its employees, officers and professional advisors to whom such disclosure is reasonably necessary).
- 15.2 In addition, The Park agrees that unless it receives express notice from the Client and/or the Agent not to do so, The Park will not be held liable for the copying any documents or other materials (regardless of whether such materials are confidential or not),
- 15.3 The Client and /or Agent undertake to ensure that neither they, nor the guests, invitees, employees, agents and/or representatives shall take any photos of the Venue itself, without he prior written consent of The Park.
- 16 Agents**
- 16.1 Should the arrangements be made by an agent on behalf of the Client, these terms and conditions shall, whether or not the quotation is signed by both the Client and The Agent (or either one of them), 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 Client of its obligations under these terms and conditions and for the payment of all costs and expenses arising from the Event.
- 16.2 The Agent shall at no stage be deemed to be the agent of The Park.
- 16.3 Payment of the costs and expenses by the Client to the Agent shall not be deemed to be payment of the costs and expenses where the Agent does not pay same to The Park. In such instances, the Client shall remain liable to The Park for the payment of all costs and expenses.
- 16.4 The Client will be invoiced directly by The Park and will be responsible for the payment directly to The Park of all amounts due, owing and payable; provided that should the Client fail and/or refuse to pay such amounts, The Park shall be entitled to claim from forthwith from the Agent in terms hereof, including in terms of the suretyship and/or guarantee given by the Agent in terms hereof.
- 17 Attendance Numbers**
- 17.1 The final attendance numbers and venue allocation must be made at the time stipulated by The Park at least 15 (fifteen) working days, prior to the date of the commencement of the Event. Variations to the final attendance numbers and venues will be permitted, provided that written notice of the variation is received by The Park and agreed thereto in writing between The Park and the Client and/or the Agent within the below timeframes:
- 17.1.1 No changes will be accepted on less than 3 (Three) days written notice.
- 17.1.2 The Park endeavours to cater for extra numbers but this cannot be guaranteed. Additional covers will be charged as set out in the quotation and Booking Sheet.
- 17.1.3 The Client and/or the Agent are responsible for ensuring that the maximum capacity of the Venue is not exceeded, and complies fully with all statutes, regulations and health and safety guidelines, with a comprehensive seating plan being provided by the Client and/or Agent at least 10 (ten) working days prior to the Event.

- 17.2 In the event that the Client and/or the Agent is a consumer as defined in the Consumer Protection Act 68 of 2008, a cancellation fee shall not be payable should the Client and/or the Agent be unable to honour a booking or an order due to the death or hospitalisation of the person for whom or for whose benefit such booking or order was made, except to the extent that any such booking or order was in respect of special-order goods and/or in respect of any out of pocket expenses incurred by The Park.

18 Termination

- 18.1 The Park reserves the right to terminate this Contract without prejudice to its rights if:
- 18.1.1 The Client and/or the Agent fail to comply with, or breach these Terms and Conditions;
 - 18.1.2 The Client and/or the Agent fail to effect the required payments on or before the due dates or fail to arrive for or stage the Event at the specified times (a "no show" situation);
 - 18.1.3 The Client and/or the Agent intend using The Park for an event other than the one specified in the quotation and Booking Sheet;
 - 18.1.4 The Event may lead to breach of peace, acts of violence or possible damage to The Park or its contents, or its surroundings;
 - 18.1.5 The Event contravenes any legislation or regulations;
 - 18.1.6 The Client and/or the Agent are placed under final sequestration, liquidation, judicial management, bankruptcy or business rescue proceedings;
 - 18.1.7 The Client and/or the Agent fail to remedy any breach of these terms and conditions forthwith despite being called upon to do so by The Park.
- 18.2 Should termination occur in any of the aforementioned circumstances, The Park shall retain any monies already paid and shall be entitled to claim the full costs for the use of the Venue and any other expenses incurred by The Park as a termination fee.
- 18.3 In addition, The Park reserves the right to cancel or postpone any Event, at any time prior to the commencement date of such Event, without liability, should it be deemed necessary by The Park due to circumstances beyond the control of The Park, including, without limitation, Acts of God, labour disputes, strikes, unrest or terrorism ("Force Majeure"). In such event, although The Park shall not be obliged to do so, The Park shall endeavour to secure alternative facilities for the Event. If this is not possible, The Park shall refund any amounts paid by the Client and/or the Agent in respect of the Event, within 30 (thirty) working days after the date that the Venue was to have taken place.
- 18.4 If The Park is prevented by force majeure from complying with its obligations in terms of these terms and conditions, then no party (including, without limitation, client and/ or agent) shall have any claim of whatsoever nature against The Park.
- 18.5 Should the need arise; venues previously allocated by The Park may be re-allocated. The nature of the Event will be taken into account.
- 18.6 Should the Venue be damaged but remain usable, the Event may, at the sole discretion of The Park, continue.
- 18.7 The Park reserves the right to publicise past, current and future events, unless specifically requested in writing not to do so by the Client and/or the Agent.
- 18.8 Any advice, recommendations or opinion given by agents, employees or third parties associated with The Park are given in good faith. To the extent permissible by law, these will not give rise to claims against The Park.
- 18.9 In accordance with the provisions of section 61 of the Consumer Protection Act 68 of 2008, The Park shall, subject to clause 11.10, only be liable for:
- 18.9.1 the death of or injury to any natural person;
 - 18.9.2 an illness of any natural person;
 - 18.9.3 any loss of or physical damage to any movable or immovable property; and
 - 18.9.4 any economic loss resulting from any harm,
- where such harm is caused as a consequence of The Park supplying unsafe goods to the Client and/or the Agent; a product failure, defect or hazard in any goods supplied by The Park to the Client and/or the Agent; or inadequate instructions or warnings provided to the Client and/or the Agent pertaining to any hazard arising from or associated with the use of any goods supplied by The Park.
- 18.10 The Park shall not be liable for any harm contemplated in clause 18.9 above if:
- 18.10.1 the unsafe product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;
 - 18.10.2 the alleged unsafe product characteristic, failure, defect or hazard did not exist in the goods at the time The Park supplied such goods to the Client and/or the Agent or was wholly attributable to compliance by The Park with instructions provided by a party who supplied such goods to The Park;
 - 18.10.3 The Park could not reasonably have been expected to have discovered such unsafe product characteristic, failure, defect or hazard;
 - 18.10.4 the claim for damages is brought more than 3 (three) years after the death or injury of a person contemplated in clause a); the earliest time at which a person had knowledge about an illness contemplated in clause b); the earliest time at which a person with an interest in any property had knowledge of about the loss or damage to that property contemplated by clause b) or the last date upon which any economic loss contemplated in clause c) was suffered.

19 General

- 19.1 The Contract constitutes the whole agreement between the parties, as to the subject matter hereof and no agreements, representations, guarantees or warranties or the like, other than those set out in the Contract are binding on the parties, including, where applicable, the Agent. These terms and conditions may not be altered by the Client and/or the Agent in any way whatsoever. Any alteration/ amendment to these Terms and Conditions without the prior written consent of The Park, is regarded as being invalid, legally unenforceable, and of no force and/or effect.
- 19.2 No addition, variation, amendment and/or consensual cancellation of this agreement shall be of any force and/or effect, unless reduced to writing and signed by the parties duly authorized representatives.
- 19.3 No indulgence granted by The Park to the Client and/or the Agent shall be construed in any way as being a waiver of any of the rights enjoyed by The Park.
- 19.4 The Park may cede and/or delegate any of its rights and/or obligations in terms of the Contract to a third person, or appoint any sub-contractors for the performance of all its obligations under the Contract.

- 19.5 The Park reserves the right of admission and the right to refuse access to The Park's premises including, without limitation, Venue and/or other facilities to any person(s), at its sole discretion.
- 19.6 Should the Client and/or the Agent wish to use The Park's name, logo or any form of The Park's branding in advertising or promoting the Event or on invitations to Events, the Client and/or the Agent is required to send the final proof of such material to The Park for approval prior to going to print.
- 19.7 If any provision of the Contract shall be held illegal or unenforceable, such provision shall be deemed severable from and shall in no way affect or impair the validity or enforceability of the remaining provisions.
- 19.8 These Terms and Conditions shall be governed by and interpreted in accordance with the law of the Republic of South Africa.
- 19.9 The Client and/or the Agent hereby agree to the jurisdiction of the Magistrates Court.
- 19.10 All City of Joburg event management approval documentation must be provided to The Park on the morning of the event / conference. Contact Shaun Harrisson, divisional chief events management services 011 381 0417 or shaunha@joburg.org.za

20 Definitions

- 20.1 "Business Day" means any day other than a Saturday, Sunday or any public holiday within the Republic of South Africa.
- 20.2 "Contract" means these Terms and Conditions, the accepted quotation and Booking Sheet, and any Addenda hereto.
- 20.3 "Event" means a specific function held on a specific date or period of time as specified in the quotation and Booking Sheet.
- 20.4 "Booking Sheet" means the running order of the Event agreed to between the parties.
- 20.5 "Final Account" means the document issued by The Park to Client within 3 (three) Business Days of the end of the Event detailing outstanding balances payable by Client to The Park.
- 20.6 "Terms and Conditions" means this document.
- 20.7 "Agent" refers to a professional conference/event organiser ("PCO") who acts and manages the Event on behalf of the Client
- 20.8 "Client" refers to any natural person and/or juristic entity, association and/or organization, represented by a duly authorized representative, with such authority being furnished to The Park on demand.
- 20.9 "The Park" refers to The Park House of Events On 7Hyde Park (Pty) Ltd., registration number 2015/135316/07
- 20.10 "Venue" means the specific part of The Park's premises where the Event will be held as described in the quotation and Booking Sheet, which includes standard equipment and facilities per the daily conference package.

Accepted by:

For: **Client**, having read and understood each and every term of these terms and conditions of trade and agreeing to be bound by same both in my representative capacity and personally, as guarantor and/or surety and co-principal debtor *in solidum*

 (Signature)
 Duly Authorised

 (Name of signatory)

 (Date)

For: The Park

 (Signature) (Signature)
 Duly Authorised

 (Name of signatory) (Name of signatory)

 (Date) (Date)