

STANDARD TERMS AND CONDITIONS FOR VENUE HIRE

OF

[I DESERVE IT (NPC)]
[Last updated: October 8, 2021]

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Client" means the organisation or person who enquires and/or reserves the venue for hire;
- 1.2 "Venue" means the property to be hired to the Client by IDI;
- 1.3 "List Price" means the price of the Venue for hire maintained by IDI as amended from time to time;
- 1.4 "IDI" means **[I Deserve IT (NPC)]**.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the hiring of the Venues by IDI to the Client to the exclusion of all other terms and conditions referred to, offered or relied on by the Client whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Client, unless the Client specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by IDI in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by IDI.
- 2.3 IDI will not be responsible for the provision of any event requirements other than the venue itself.
- 2.4 The consumption of alcohol or any other illegal substance is strictly prohibited on our premises.
- 2.5 Music is allowed after 10am and no later than 7pm as there are noise level restrictions.
- 2.6 Inventory is kept of all property belonging to I Deserve It (NPC). The Client will be held liable for any missing or damaged property.
- 2.7 Please ensure that you vacate the premises at the time stipulated in your invoice. The Client will be held liable for the payment of any additional time spent on the premises.

3 PRICE AND PAYMENT

- 3.1 The price of venue hire is R300 per hour for the Rosmead venue and R250 per hour for the Lansdowne venue, with a necessary booking of a minimum of 4 hours which should include the necessary time for setup and clean up.
- 3.2 The price shall be that of IDI's current List Price or such other price as the parties may agree in writing. The price is excluding the refundable deposit of R750.
- 3.3 Payment of the refundable deposit is due immediately to confirm and reserve booking. Proof of payment to be sent to 065 9199 097/ info@ideserveit.org.za.
 - 3.3.1 Any booking cancelled one week before event will result in the Client forfeiting their deposit.

- 3.3.2 Please reference your Initial, Surname VH and date when sending proof of payment. We will not be held liable for any errors, loss of booking or funds due to incorrect reference.
- 3.4 IDI reserves the right to retain Clients' deposit if there are any damages to property during the Clients event. The Client will be further held accountable for any damages to property exceeding the refundable amount of R750.
- 3.5 The client must ensure that the venue is left in the same state as it was found, this includes packing away tables and chairs and cleaning up once the event has ended. Failure to comply will result in the clients incurring a penalty fee of R250 which will be deducted from the initial deposit fee.
- 3.6 In the event the Client exceeds the booking time limit as per the invoice for any reason, the client will be charged the full cost per hour exceeded. This will be deducted from the deposit amount.
- 3.7 Should cost of the exceeded time be more than the refundable deposit amount of R750 the client will be invoiced for the extra time.
- 3.8 Payment of List price to be made in full by Client to IDI no later than one week before the event. Proof of payment has to be sent to 065 9199 097/ info@ideserveit.org.za.
- 3.9 If payment of the price or any part thereof is not made by the due date, IDI shall be entitled to:
- 3.9.1 Hire out the venue to another Client; and
 - 3.9.2 terminate the contract.

4 VIEWING OF VENUE

Where a viewing of the venue is shown to be inspected by the Client, the parties hereto accept that such a viewing is so shown and inspected for the sole purpose of enabling the Client to judge for itself the appropriateness of the venue to meet their needs, and not so as to constitute a booking or reservation by viewing.

5 LIABILITY

- 5.1 No liability of any nature shall be incurred or accepted by IDI in relation to:
- 5.1.1 Property damage;
 - 5.1.2 The loss of any possessions; or
 - 5.1.3 Injury or Death to anyone attending the event hosted by the Client.

6 LIMITATION OF LIABILITY

- 6.1 Where any court or arbitrator determines that any part of Clause 5 above is, for whatever reason, unenforceable, IDI shall be liable for all loss or damage suffered by the Client.
- 6.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of IDI for death or personal injury as a result of IDI's negligence or that of its employees or agents.

7 FORCE MAJEURE

IDI shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts

of God, accidents, war, fire, and Lockdown regulations, IDI reserves the right to accommodate the Client at a date which is convenient for both parties. If the reason persists for such time as the Lessor considers unreasonable, it may, without liability on its part, terminate the contract.

8 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of [SOUTH AFRICA] and the parties hereby submit to the exclusive jurisdiction of the [SOUTH AFRICAN] court.

Please sign this document to acknowledge that you have received and read the above terms and conditions and to indicate that you understand and accept the terms stipulated above.

Full Name: _____

Date: _____

Signature: _____