

## Standard Terms and Conditions:

### The small print - Venues

#### 1 **Confirmation of booking:**

A booking is only confirmed once a deposit of 50% is received along with the signed Contract and Terms and Conditions and reference deposit. Until then the booking will be treated as provisional and Amazing Spaces reserves the right to cancel the provisional booking. All events must be paid for in full 2 weeks prior to the event date. No event will take place unless it is paid for in full. Event company to arrange own event permit at City of Cape Town event office (see number 3 - options).

#### 2 **Payment:**

Can be made by direct deposit or electronic transfer.

Banking Details: Standard Bank

Account Name: Location Calltime (Pty) Ltd

Account no: 071 713 956

Branch code: 025309

*Please use the invoice number as a reference number.*

Please email proof of payment to [events@amazingspaces.co.za](mailto:events@amazingspaces.co.za)

Payment is due on confirmation of the event, payable to Amazing Spaces. Proof of payment to be provided to Amazing Spaces on fax (021) 448 6422 or via email [events@amazingspaces.co.za](mailto:events@amazingspaces.co.za).

Should you have any queries, please do not hesitate to contact us on [events@amazingspaces.co.za](mailto:events@amazingspaces.co.za) or 072 101 3535.

50% of invoice due to confirm date. Balance is due 2 weeks prior to the event.

#### 3 **Options:**

If a second option wants to pay and confirm their event/date you will have 24 hours to get your first option to pay a deposit or release the venue. Your first option will automatically lapse after 24h if no deposit has been received.

In the event of the venue being unavailable to the company/client on the Event Day/s (as stipulated in the contract) due to the owner withdrawing the location's availability due to extreme circumstances such as a death in the family or damage (fire or water) to the venue on such day/s the company/client hereby:

- a) Irrevocably undertakes that it will not hold the agent liable for any loss or damages, of whatsoever nature, which it may suffer arising directly or indirectly from such withdrawal; and

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- b) Indemnifies the agent against any claims, of whatsoever nature, made by any third parties against the agent, arising directly or indirectly from such withdrawal, regardless of when such withdrawal takes place relative to the Event Day/s.
- c) It is recorded that the Company / Client booking the venue hereby indemnifies and holds harmless the agent against any claims arising forthwith should the location owner cancel the availability of the location for the purposes of this booking.

## 4 **Cancellation:**

In the event of any cancellation by the client;

- 120 days prior to the function date, the full 100% deposit will be refunded
- Between 90-119 days prior to the function date, a cancellation fee of equal to 25% of the value of the latest quotation will be charged to and be payable by the client
- Between 60-89 days prior to the function date, a cancellation fee of equal to 50% of the value of the latest quotation will be charged to and be payable by the client
- Between 1-59 days prior to the function date, a cancellation fee of equal to 100% of the value of the latest quotation will be charged to and be payable by the client

In the event of the venue being unavailable to the Company/client on the Event Day/s (as stipulated herein) due to circumstances beyond the agent's control or the venue owner withdrawing the venue's availability on such day/s the company/client hereby:

- a) Irrevocably undertakes that it will not hold the agent liable for any loss or damages, of whatsoever nature, which it may suffer arising directly or indirectly from such withdrawal; and
- b) Indemnifies the agent against any claims, of whatsoever nature, made by any third parties against the agent, arising directly or indirectly from such withdrawal, regardless of when such withdrawal takes place relative to the Event Day/s.

## 5 **Postponed events:**

Should your event be postponed following receipt of your 50% deposit, Amazing Spaces allow a 6-month period for your event to be rescheduled, after which time you will forfeit your deposit for a non-refundable cancellation fee. Should your event be postponed without incurring any cancellation fees, as per the cancellation clause above, you may reschedule your event and should be aware that, after six months, any relevant price increase at the venue will be for your account.

## 6 **Damages/insurance:**

All damages to the venue whether by the client, suppliers or any person / company invited by the client / agent into the venue will be for the clients account. Damages issues will be resolved between Amazing Spaces and the client / agent. All Companies are required to provide on the Insurer or Broker's letterhead proof of insurance cover – full public liability that covers breakages or damages on location as well as personal injury. We can quote you on insurance should you not have cover. Please note that should there be any damage to either location or its contents during the event, the Company / client will be held responsible. Confirmation of an event serves to confirm that any damage will be repaired or replaced without question by the Company within a 14-day period of the event. Please note that any excess on your insurance policy is for your account – the location owner nor

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Amazing Spaces shall be held responsible for any damage, loss, theft, injury or death sustained on the property whatsoever. By booking a location with Amazing Spaces the Company hereby indemnifies the location owners, Amazing Spaces or any affiliates thereof and accepts full responsibility for any damages or loss to either location or its' contents, or injury or death to any crew or guests during the period of an agreement.

All Companies are required to provide on the Insurer or Broker's letterhead proof of insurance cover – full public liability that covers breakages or damages on location as well as personal injury. We can quote you on insurance should you not have cover. Please note that should there be any damage to either location or its contents during the event, the Company / client will be held responsible. Confirmation of an event serves to confirm that any damage will be repaired or replaced without question by the Company within a 14-day period of the event. Please note that any excess on your insurance policy is for your account – the location owner nor Amazing Spaces shall be held responsible for any damage, loss, theft, injury or death sustained on the property whatsoever. By booking a location with Amazing Spaces the Company hereby indemnifies the location owners, Amazing Spaces or any affiliates thereof and accepts full responsibility for any damages or loss to either location or its' contents, or injury or death to any crew or guests during the period of an agreement.

We require a refundable deposit of R15, 000.00 to cover incidental / small breakages. The insurance taken out for the event is over and above the refundable amount, which will be utilised for larger claims.

## 7 Times on location

A normal event day is a 12-hour day (calculated from first man on, last man off location), however each event is quoted for and negotiated separately, depending on the dynamics. Extended hours will be quoted for at a rate of 10% of the full fee per hour up to 16 hours from arrival time, however these rates must be negotiated up front (the location owner then knows what to expect and is prepared). Should overtime beyond 14 hours from arrival time accrue without being negotiated up front, then this will be charged at 20% of the full fee per hour. Please make all clients aware of this clause. Detailed brief/load in/event/load out is needed.

## 8 People on location

Each event is negotiated and contracted and the number of people on location will be contractually agreed. Additional fees will be payable if the number of people on location are in excess of what is agreed in the contract.

## 9 Rules on location

If there are any additional rules pertinent to the location you've booked, these would have been sent to you with the confirmation of booking. Please make sure you are aware of these rules, and respect them.

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General rules on location include:

- No smoking on location (unless otherwise negotiated and agreed in writing by Amazing Spaces)
- Remove all rubbish from the venue on departure – please inform your catering & bar suppliers (no rubbish to be placed in venue's bins)
- Use of the music system, TV or telephone not permitted unless by prior arrangement only.
- Use of fireplace, swimming pool, kitchen facilities (cooking) all by prior arrangement only
- No sleeping in beds, use of linen, towels, or similar without prior approval
- In the interests of retaining the use of great venues for years to come, we request that you act with integrity in honouring all the terms of this agreement and the rights of the venue. We do however experience some Companies ignoring these rules and terms & conditions. For this reason we regret that we have a 'Transgression of Rules' spot fine of R1000 per transgression. Hopefully this will deter any slackness on the part of location management and honouring the terms of this contract.

## 10 Catering

We only provide the venue and are therefore not responsible for catering or catering equipment. It is the responsibility of the Event Company that any catering done on the premises or brought in complies with any and all health and safety regulations. All legislative licences and regulations need to be arranged and ensured by the Event Company.

## 11 Parking

Parking in most residential areas is difficult and we recommend shuttling your guests in to the venue. Please contact your Amazing Spaces consultant to discuss suggested parking areas suitable for the venue you are interested in.

Parking marshals are recommended if you are parking in the street. At no time are any vehicles permitted to block neighbours driveways or access.

## 12 Neighbours

For events in residential areas that spill over from the actual venue onto public space (the street or other) - it is the responsibility of the Company to advise the neighbours a minimum of 14 days before the event by letter drop. Letter must include all the dynamics of the event including arrival times, predicted departure times, contact details of your location manager or your company's contact details, parking arrangements, etc. Please contact Amazing Spaces if you would like a sample letter of the letter drop.

This letter drop has to have been done in order to apply to the Event Office for your permit to have vehicles in the street. Generators to be positioned as far away from neighbours as possible. Specific areas require additional care with regard to vehicles and we suggest a parking area away from the location. Amazing Spaces will advise the hot spots and the steps to be taken around these 'hot spots'

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(eg. Constantia, Constantia Hills, Bishopscourt, Camps Bay (areas of), Newlands, Clifton (areas of)). At no time are any vehicles permitted to block neighbour's driveways or access.

Noise levels are to be kept to a minimum as not to disturb any neighbours. Music by law has to be turned off by 23h00 in residential areas. Each area is different, please consult with location specialist.

## 13 Photos of locations

Some of the locations were styled for the photos on the website. Gardens may change over time, walls may be painted or erected and pieces of furniture are bought or sold. We therefore insist that before booking an event, the client view the location. Where possible, you will be advised of changes. However, Amazing Spaces cannot be held responsible if the location does not look exactly like the photos on our database.

## 14 Contact

Under no circumstances are the owners of the houses to be contacted directly by the event company or event organiser. Always contact your Amazing Spaces booker, and our after hours number: 072 101 3535 is always on.

## 15 Recce's

Please keep your appointments. Should you or your client not be able to make an appointment or be running late, PLEASE inform Amazing Spaces.

## 16 Respect

Please remember the need to respect the fact that in most instances, these locations are peoples' private homes.

## 17 Leave it as found

The venue must be returned to the condition in which it was found before the last person leaves. The venue must be thoroughly cleaned. We can arrange cleaners at your cost if necessary, please liaise with your Amazing Spaces consultant in this regard. All furniture must be returned to its' original position – we suggest that you take photographs of the venue before you commence. You will be notified in writing within 48 working hours should we find any damage after the event has taken place.

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Name and Surname: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Date: \_\_\_\_\_