

Standard Terms and Conditions:

The small print – VILLAS

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. 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. Please email proof of payment to events@amazingspaces.co.za

The lease agreement in terms of which the Premises are let to the Client is between the Client and the owner of the Premises ("the Owner"), acting through AS as its agent. The lease agreement comes into effect and will be binding on the Client and the Owner on receipt by AS of a copy of a confirmation of reservation signed by the Client. The Client acknowledges that AS is the agent of the Owner and AS, or its' duly authorised employees or agents may exercise, on behalf of the Owner, all the Owner's rights and claims in terms of this agreement.

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.

3 **Options:**

If a second option pays a deposit on an event it will take the booking. You will have 24 hours to get your first option to pay a deposit or release the venue. We will notify you in writing of the impending receipt of a deposit and you will need to notify your client in writing and have them pay you or lose the venue.

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 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 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.

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locations

villas

venues

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.

Without limiting the generality of the foregoing, **NO FUNCTIONS, NO CASTINGS, STILLS OR FILM SHOOTS ALLOWED UNLESS WITH THE PRIOR WRITTEN CONSENT OF AS.** At no time shall the number of occupants of the Premises exceed the Maximum Pax.

6 The Premises

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.

7 Shoot & Stay

If the premises is a shoot location and is booked for "Shoot 'n Stay" (by contractual agreement with AS), then the arrival day and the departure day will be charged for if the Client has an early arrival and a late departure as the premises would otherwise be used for 'shoots' on that day.

8 Sublet

The Client shall not have the right to assign or sublet the Premises or any portion thereof without the prior written consent of AS.

9 The Client

The Client shall not do anything or permit anything to be done in or on the Premises which is illegal and/or which may be or may become a nuisance or annoyance to or may in any way interfere with the peace and comfort of the neighbours.

10 Rules

The Client hereby agrees to abide by the house rules of the Premises (which rules AS shall furnish the Client with a copy of) or of the relevant body corporate, as the case may be.

11 Recce's

AS shall have the right to access the Premises at all reasonable times for the purpose of inspecting the Premises, showing prospective tenants or purchasers the Premises or for any other reasonable purpose, provided that AS shall exercise its rights in terms hereof with the least possible inconvenience to Client.

12 Loss/damages/injuries

The Client shall not be entitled to withhold any monies due and payable to AS nor shall it have any claim of any nature whatsoever against AS and/or the Owner for any loss, damage or injury which the

Client may directly or indirectly suffer (even where such loss, damage or injury is directly or indirectly attributable to the negligence of AS, its servants or employees and/or the Owner) by reason of any latent or patent defect in the Premises, fire in the Premises, burglary of and/or theft from the Premises, by reason of the Premises or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by AS timeously or at all, or arising out of any interruption to the electricity, water, gas or other amenities supplied to the Premises or arising from any other cause whatsoever.

13 Respect

Any extension of time or indulgence or waiver by AS in respect of any of the provisions of this agreement or of any breach of any clause of this agreement by the Client shall not prevent the subsequent enforcement in respect thereof and shall not be deemed to be a waiver in respect of any such subsequent breach.

14 Agreement

This agreement contains the whole agreement between the parties hereto and no extension, variation or amendment hereto shall be permitted other than by mutual agreement in writing between and signed by the parties. AS shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

15 Cancellation

In the event of the cancellation by the Client of the confirmed reservation of the Premises –

- 15.1 Less than 14 (fourteen) days before the Arrival Date, then the Client shall forfeit all monies already paid over by it to AS;
- 15.2 Less than 21 (twenty one) days but more than 14 (fourteen) days before the Arrival Date, then the Client shall forfeit 75% of all monies paid over by it to AS;
- 15.3 Less than 28 (twenty eight) days but more than 21 (twenty one) days before the Arrival Date, then the Client shall forfeit 50% (five per cent) of all monies paid over by it to AS;
- 15.4 More than 28 days before the Arrival Date, then the Client shall forfeit 25% (twenty five per cent) of all monies paid over by it to AS.

16 Arrival Date

In the event of the Client failing to cancel the agreement and failing to arrive on the Arrival Date, then the Client shall forfeit all monies already paid over by it to AS and shall be liable to AS for the balance of the Rental Amount.

17 For the purposes of clauses 15 and 16 –

- 17.1 Only cancellation in writing shall be accepted by AS; and

17.2 The days shall be reckoned exclusively of the day on which the written cancellation is received by AS and inclusively of the Arrival Date.

18 The Client shall not be entitled to keep or bring any pets onto the Premises.

19 The person who signs this agreement on behalf of the Client warrants his or her authority to do so.

20 The Client hereby indemnifies AS and the Owner in respect of any claim made against AS and/or the Owner by anyone for any loss, damage or injury suffered in or on the Premises attributable to any act or omission by the Client or any persons under the Client's control.

21 Should the Client –

21.1 Fail to pay any amount due in terms of this agreement on the due date therefore; or

21.2 Commit or permit the commission of any other breach of this agreement and fail to remedy such breach within 1 (one) day of receipt of notice from AS requiring it to so remedy the breach; or

21.3 Repeatedly breach any of the terms of this agreement in such a manner as to warrant AS concluding that the Client's conduct is inconsistent with the intention or ability of the Client to honour the terms of this agreement,

Then, and in such event, AS shall be entitled, without prejudice to its rights to claim damages or its rights to eject the Client from the Premises –

21.4 To cancel this agreement; or

21.5 In the case of the event referred to in clause 19.2, to remedy such breach and immediately recover the cost thereof from the Client.

22 The Client shall be liable for any legal costs incurred by AS, on an attorney and own client scale, and also for collection commission, tracing fees and the like where AS institutes action to enforce its rights in terms of this agreement.

23 The parties hereby consent, in terms of section 45 of the Magistrates Court Act, 1944 to the jurisdiction of any Magistrate's Court having jurisdiction over their respective persons, notwithstanding that any action or proceeding arising out of this agreement would otherwise be beyond the jurisdiction of such court, provided that AS shall have the right to institute proceedings in any other court of competent jurisdiction.

24 This agreement shall be governed by the laws of South Africa and the parties hereby submit to the jurisdiction of the courts of South Africa.

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Name and Surname: _____

Company: _____

Designation: _____

Signature: _____

Date: _____

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because location is everything...