

LANGHAMS EXECUTIVE CONFERRNCING (2020)

Service Agreement

Langhams
executive conferencing

EVENT AGREEMENT ENTERED INTO AND BETWEEN LANGHAMS (PTY) LTD AND

COMPANY NAME:

ON BEHALF OF:

CONTACT PERSON:

IDENTITY NUMBER:

COMPANY PHYSICAL ADDRESS:

COMPANY POSTAL ADDRESS:

CONTACT NUMBERS (W) & (C):

EMAIL ADDRESS:

COMPANY INVOICING DETAILS

COMPANY NAME:

COMPANY REG. NUMBER:

COMPANY VAT NUMBER:

ADDRESS:

POSTAL ADDRESS:

CONTACT PERSON:

CONTACT NUMBER:

*SHOULD YOU HAVE A THIRD-PARTY MAKING PAYMENT, PLEASE MAY YOU PROVIDE INVOICING DETAILS AS WELL AS A DESCRIPTION OF WHAT YOUR THIRD-PARTY IS PAYING FOR.
**PLEASE NOTE ONCE INVOICING DETAILS HAVE BEEN CONFIRMED, WE ARE UNABLE TO MAKE CHANGES

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CLIENT SIGNATURE



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IMPORTANT INFORMATION REGARDING YOUR EVENT

FUNCTION DATE:

DAY OF THE WEEK:

FUNCTION START TIME:

FUNCTION END TIME:

FUNCTION AREA BOOKED/VENUE:

FUNCTION MIN/MAX NUMBERS:

PUBLIC HOLIDAY OR DAY BEFORE PUBLIC HOLIDAY? YES/NO

NOTES ON ANY SPECIAL AGREEMENT WITH FINANCIAL IMPLICATIONS:

BANKING DETAILS: LANGHAMS EXECUTIVE CONFERENCING
BANK: FIRST NATIONAL BANK
ACCOUNT NAME: LANGHAMS (PTY) LTD
REG NUMBER: 2014/095128/07
ACCOUNT NO: 62739677287
BRANCH CODE: 250655
VAT REG NO: 4440281386

(HEREINAFTER REFERED TO AS "THE CLIENT")

PLEASE INITIAL EACH PAGE, COMPLETE THE DETAILS AND RETURN THE ENTIRE DOCUMENT BACK TO LANGHAMS VIA EMAIL: CHE@LANGHAMS.CO.ZA / NIKITA@LANGHAMS.CO.ZA TOGETHER WITH YOUR PROOF OF PAYMENT TO CONFIRM YOUR BOOKING.

CONTRACTUAL TERMS & CONDITIONS

THESE ARE THE TERMS AND CONDITIONS PURSUANT TO WHICH LANGHAMS (PTY) LTD PROVIDES SPACE AND SERVICES TO THE CLIENT.



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DEFINITIONS

- 3.1 Annexure “A” means the letter, attached by the Client to this Contract, giving the person signing this Contract on behalf of the Client the authority so to sign and bind the Client to the Contract;
- 3.2 Client means the person/s and/or corporate entity owning and/or organising and/or holding and/or managing the Event for themselves or on behalf of another and entering into the Contract with Langhams;
- 3.3 Contract means the agreement entered into between the Parties and includes the signed Cost Proposal/s, Function sheet/s, the signed Tax Invoice/s, these Terms and Conditions including Annexures, any Variation Orders and where applicable, the Final Statement and any authorised purchase orders;
- 3.4 Costs means the amount/s payable by the Client for the provision of the Venue and Services by Langhams. The costs are always clearly defined; however, they might be varied upon request by the Client. Any variation/s to the Costs must form part of a Variation Order;
- 3.5 Cost Proposal means the document setting out the required Services, Rates, Costs and pricing for the Event;
- 3.6 Deposit means where, if applicable, a holding deposit allowed by Langhams, in its sole discretion, to secure the Event and/or subsequent Events. Langhams will issue a Tax Invoice for the holding deposit;
- 3.7 Event means the specific function to be held on a specific date or period of time as specified in the Contract;
- 3.8 Final Statement means either:
 - 1.8.1. The document issued by Langhams to the Client, showing the amount owing in terms of any authorization/s signed at the Event for any expenses incurred by the Client during the Event. In the absence of a signed authorisation, the Final Statement will be proof of the amount due by the Client. Full payment is required within 2 (two) business days of the date of the statement, or
 - 1.8.2. The document for the Client’s records showing all payments received by Langhams in terms of the Tax Invoice/s for the Event received and paid in full by the Client before the Event.

- 3.9 Function Sheet/s means the document/s setting out the Services and all requirements for the Event including, but not limited to, the Event details, Event setup, equipment and catering requirements for the Event to be held at Langhams;
- 3.10 Langhams means Langhams (Pty) Ltd t/a Langhams Executive Conferencing with Registration Number 2014/095128/07;
- 3.11 Langhams Estate means the Premises of Langhams;
- 3.12 Langhams' Insurance Policy means the Event Liability Cover specified in Policy number 160608.
- 3.13 Occupational Health and Safety Act means Act 85 of 1993.
- 3.14 Party / Parties means the person/s and or corporate entity/ies entering into the
- 3.15 Services means any services and facilities Langhams agrees to provide or facilitate and as set out in the Cost Proposal/s and Function sheet/s;
- 3.16 Signature/sign/signing means the signature by all Parties, whether by hand and/or electronic, to the Contract.;
- 3.17 Tax invoice means the invoice/s sent to the Client setting out the amount/s due for payment;
- 3.18 Variation Order means an order recording a variation to the Services, including but not limited to attendance numbers, required by the Client as indicated in an amended or new Function Sheet together with a new Cost Proposal and Tax Invoice;
- 3.19 Venue means the specific space/rooms/areas of Langhams Estate allocated for the duration of the Event as specified in the Contract including standard equipment and Services

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RATES

- 4.1 The rates applicable to the Venue and Services required are set out in the Cost Proposal.
- 4.2 For the rates applicable to any additional services that may be required please contact your Langhams event co-ordinator.
- 4.3 Standard services included in the rates as set out in the Cost Proposal are the supply of a clean venue, perimeter building security, initial furniture set-up if requested, electricity (see 2.4), permanent lighting and air conditioning. The provision of an in-house PA system and AV equipment is dependent on the Venue chosen.
- 4.4 The electricity mentioned in 2.3 is limited to permanent house lights and plugs.
- 4.5 Any additional electrical requirements by the Client, see clause 10, will carry additional costs and will be included in the Cost Proposal.

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PROVISIONAL BOOKING

The Client must confirm in writing any provisional booking of the Venue, allowed by Langhams, within 3 (three) months before the Event.

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INVOICES & CONFIRMATION OF BOOKING

- 6.1 A Tax Invoice will be issued to the Client together with the Cost Proposal.
- 6.2 The Cost Proposal must be signed by the Client and returned with the signed Contract.
- 6.3 The Tax Invoice must be signed and paid in full before the Event within the time period specified in the Tax Invoice.

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- 6.4 The booking will be confirmed once full payment, in terms of the Tax Invoice, has been received for the Event.
- 6.5 If the Client requests an alteration and/or amendment to the Services set out in the Function Sheet and Cost Proposal after payment of the Tax Invoice in 4.1:
 - 6.5.1 Then a Variation Order together with a 2nd (second) Cost Proposal and 2nd (second) Tax Invoice will be issued to the Client;
 - 6.5.2 The Variation Order, 2nd (second) Cost Proposal and 2nd (second) Tax Invoice must be authorised and signed by the Client and
 - 6.5.3 Payment must be made in full of the 2nd (second) Tax Invoice before the Event.
- 6.6 Any further requests for amendments to the Services required will be dealt with in the same manner as in 4.5.
- 6.7 Holding deposit:
 - 6.7.1 If a Client, with Langhams consent, submits an authorised purchase order against which the Client will request Langhams to deduct amounts due in terms of future Tax Invoices for future Events, then Langhams will issue a Tax Invoice to the Client for the amount specified in the purchase order;
 - 6.7.2 The amount paid by the Client in terms of this Tax Invoice will be considered a holding deposit;
 - 6.7.3 Any request by the Client to deduct any amount for an Event from this holding deposit once it has been paid to Langhams, must be submitted to Langhams in writing and must be duly authorised;
 - 6.7.4 Langhams will then issue a new Contract, Tax Invoice, a Cost Proposal and Function Sheet for the new Event booked. Upon receipt of the signed Contract, signed Tax Invoice, signed Cost Proposal and Function Sheet from the Client, Langhams will accordingly make a deduction/s from this holding deposit. This deduction will be made by Langhams before the Event.
- 6.8 The signed Contract, to which Annexure "A" is attached, must be received by Langhams by no later than the due date indicated in the Cost Proposal together with the signed Tax Invoice, Function Sheet, signed Cost Proposal and the payment advice reflecting payment in full.
- 6.9 Should the Contract not be received by the date specified in 4.8 the booking will be automatically cancelled.

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CONFIRMATION OF SERVICES & VENUE

- 7.1 In the preparation of the Event, the Function Sheet is to be completed by the Client. A Cost Proposal based on the Function Sheet will be drawn up and a Tax Invoice issued.
- 7.2 Langhams must receive a final Function Sheet including final attendance numbers at least **10 (ten) business days prior to the Event**. Should this deadline not be met, a penalty fee may apply.
- 7.3 If the final Function sheet differs in any manner from the Function Sheet first authorised by the Client, then it will be considered a variation of the Services set out in that first Function Sheet and a Variation Order and a new Cost Proposal will be issued together with a new Tax Invoice, as set out in 4.5 to 4.6, for payment before the Event.
- 7.4 Once the Contract has been signed and payment made of the Tax Invoice/s before the Event, no allowances will be made for a deduction in attendance numbers, unless, upon receipt of a written request from the Client, Langhams, in its sole discretion, decides otherwise. Any such request must be submitted in writing to the conference co-ordinator no later than 14 (fourteen) business days prior to the Event. It will be in Langhams sole discretion whether to refund any monies paid by the Client due to a decrease in attendance numbers taking into consideration any costs already incurred by Langhams in preparation for the Event.
- 7.5 Any increase in attendance numbers before the Event will be charged for accordingly. A Variation Order will be issued and the procedures in 4.5 to 4.6 will be followed. Any change in attendance numbers must be communicated in writing to the event co-ordinator.
- 7.6 The Venue will become available for new bookings from the finish time of the event as stated in the Function Sheet.

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WINE/CATERING & BAR REQUIREMENTS

- 8.1 All bar requirements and wine selections for the Event are to be confirmed by the Client in writing at least 7 (seven) business days prior to the date of the Event. Should this deadline not be met, Langhams cannot guarantee availability of stock.

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- 8.2 If at the Event Langhams warns the Client that the bar limit is close to being met:
 8.2.1 the Client may choose to cap the bar limit and request a cash bar from then on, this needs to be arranged with your events coordinator prior to your event.
 or
 8.2.2 the Client may request an extension of the bar limit. Langhams will then require the Client to sign an authorisation for this extension. A Tax Invoice will be sent to the Client for the extended amount authorised by the Client and this amount must be paid in full within 3 (three) business days of the date of the Tax Invoice.
- 8.3 Langhams will cater for both non-alcoholic and alcoholic beverages as agreed with the Client.
- 8.4 In accordance with Langhams' liquor license, no alcoholic beverages may be brought onto the site.
- 8.5 No foodstuffs, of whatsoever kind is permitted to brought onto the premises other than by the Langhams preferred catering service suppliers. Should it be a requirement all service providers will need to be approved by Langhams prior to appointment. Such suppliers will be accredited and approved by the Department of Health and will provide Langhams with a fully compliant Health and Safety file.
- 8.6 Catering will be provided to the total guest complement, including for all menu options.
- 8.7 The removal of any catering or beverages from the premises after an event, is strictly prohibited, in order to comply with Health and Safety regulations.

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PAYMENT

- 9.1 If for whatever reason a payment is overdue, then the amount that is overdue shall bear interest at the prime bank lending rate plus 2%, this being applicable from the due date of invoice until payment is made in full.
- 9.2 A Tax Invoice issued by Langhams shall constitute proof of the amount and the correctness of monies owing by the Client to Langhams.

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POSTPONEMENT & CANCELLATION

- 10.1 If the Event is cancelled by Langhams, other than due to acts of force majeure, any monies received from the Client will be refunded, less any costs incurred by Langhams for the Event up to the date of cancellation.
- 10.2 The date of cancellation will be the date of the written notification to the Client of the cancellation.

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CANCELLATION BY CLIENT

- 11.1 Should the Event be cancelled by the Client:
- 11.1.1 Up to 90 (ninety) days prior to the Event, any monies received from the Client will be refunded, less any costs incurred by Langhams for the Event up to the date of cancellation by the Client;
- 11.1.2 Between 90 and 60 (sixty) days prior to the Event, a 50% cancellation fee will apply. Where the Client has already paid for the Event, 50% of the monies received will be retained by Langhams plus any costs incurred up to the date of cancellation. Where no payments have yet been made by the Client, 50% of the amount due for the Event will be payable;
- 11.1.3 Between 60 and 30 (thirty) days prior to the Event, a 75% cancellation fee will apply. Where the Client has already paid for the Event, 75% of the monies received will be retained by Langhams. Where no payments have yet been made by the Client, 75% of the amount due will be payable.
- 11.1.4 Less than (thirty) days prior to the Event, a 100% cancellation fee will apply. Where the Client has already paid for the Event, 100% of the monies received will be retained by Langhams. Where no payments have yet been made by the Client, 100% of the amount due will be payable.
- 11.2 The date of cancellation will be the date of the written notification to Langhams of the cancellation.
- 11.3 Postponements and rescheduling of dates are considered as cancellations and the above cancellation policies will apply.

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INDEMNITY*Langhams*

- 12.1 The Client must disclose to Langhams prior to the conclusion of the Contract, all information that might influence Langhams decision to enter into an agreement with and conclude the Contract with the Client and/or which would require Langhams to take extra precautions and greater insurance coverage for the Event.
- 12.2 Langhams reserves the right to cancel any booking and without liability on its part in the event of any damage and/or destruction of the Venue, or any part of the Langhams Estate, that would affect the Event, by fire or other causes beyond its control. Langhams will refund any monies received from the Client less any costs incurred by Langhams for the Event up to the date of cancellation. The date of cancellation will be the date of the written notification to the Client of the cancellation.
- 12.3 Langhams shall not be liable for any loss and/or or damages sustained by the Client due to acts of force majeure.
- 12.4 Langhams shall not be liable for any loss and/or damages sustained by the Client as a result of any cancellation of an Event.
- 12.5 Langhams shall not be held liable for any loss and/or damages sustained by the Client as a result of the interruption of any services beyond its control including the lack of electricity, sanitary and water supplies to the Venue.
- 12.6 Electricity supply:
12.6.1 In the event that there is an electricity failure, for reasons other than those mentioned in 10.6.2 to 10.6.3, Langhams will not be held liable for any loss and/or damages sustained by the Client where the Client elected not to have a back-up generator.
12.6.2 The Client must notify Langhams of its electrical requirements for the Event so that proper direction may be given by Langhams as to where the Client's requirements might exceed the available supply and where a generator might be required to meet the Client's requirements.
12.6.3 Langhams will not be liable for any loss and/or damages arising from a lack of electricity where the Client fails to notify Langhams of its electrical requirements and there is a consequent power failure and no back-up generator.

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- 12.7 12.7.1 If the Client fails to notify Langhams of its electrical requirements and there is a consequent failure in the electricity supply at the Event and Langhams is able to provide a generator, this will be for the Client's expense.
- 12.7.2 A Tax Invoice will be issued to the Client for any such additional expenses. The Tax Invoice must be paid within 3 (three) business days of the date of the invoice.
- 12.7.3 Langhams will not be held liable for any loss and/or damages arising from the failure of the generator to supply the electricity required by the Client.

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DAMAGE TO/LOSS OF PROPERTY

- 13.1 The Client will be held liable for any damages to the Venue, building and equipment and property of Langhams.
- 13.2 Any damage to, theft and/or loss of, including but not limited to furnishings, linen, utensils, cutlery, crockery, equipment, décor items and carpeting will be for the Client's account.
- 13.3 The Client, its third-party supplier/s and/or contractors will be personally responsible for the control of their equipment and/or property at all times and shall be personally liable for any claims which may be made in respect of any loss, damages and/or injuries which may arise or be caused by the use of this equipment.
- 13.4 Any and all property of a personal nature brought on to the Langhams Estate by persons attending the Event is done so at the sole risk of those persons.
- 13.5 The Client will cover the cost of any repairs or replacement of any items belonging to Langhams, the Venue and Langhams Estate where damage was caused by the Client, its officers, employees, contractors and/or persons attending the Event, and/or any person associated with the Client and physically present on Langhams Estate before, during and/or after the Event.

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CLIENT SIGNATURE

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CLIENT WARRANTY

- 14.1 The Client warrants that the Client and all its third-party suppliers and/or contractors and/or any person/s and/or entity/entities associated with the Client and involved in the Event:
- 14.1.1 are familiar with the terms and conditions of the Contract;
 - 14.1.2 are compliant with all legislation applicable to them;
 - 14.1.3 have informed Langhams of any risks or potential risks that will or may potentially affect Langhams compliance with any Health and Safety legislation;
 - 14.1.4 are in possession of a Health and Safety file, specific to the Langhams Event where legislation so requires, and
 - 14.1.5 have been informed and agree that Langhams, its officers, employees, agents and/or contractors will not be responsible for any injury, loss, damage, damages or costs of any nature whatsoever, including the costs of legal action, suffered by them.
- 14.2 Any and all Health and Safety files to be submitted to Langhams in terms of this clause must be received by Langhams prior to the Event, failing which Langhams may give written notice to the Client that the Event will not proceed.

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STORAGE OF ITEMS

- 15.1 Where the Client seeks to store items on the Langhams Estate, prior to and/or during and/or after the Event and/or where the Client elects to use a third party supplier/s and/or contractor/s of its own choosing at the Event and such person/s require storage of items, then the following will be applicable:
- 15.1.1 Langhams will not be responsible for the safekeeping or storage of any items brought onto the premises by the Client, a third-party supplier and/or contractor;
 - 15.1.2 Prior arrangements need to be made with Langhams for the storage of any items;
 - 15.1.3 Please note that a surcharge for a storeroom will apply and the Client will be charged accordingly whether the storage is required by the Client and/or a third-party supplier and/or a contractor/s. A Tax Invoice will be issued to the Client for such costs.
 - 15.1.4 Additional insurance coverage may need to be considered.

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15.1.5 Should items fail to be collected as per arrangement with Langhams, a storage fee will be levied at a flat rate of R 2000.00 per day.

15.1.6 Terms and conditions may apply to the storage of items depending upon the nature of the items required to be stored.

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VENUE SPECIFICS & EQUIPMENT BROUGHT ONTO LANGHAMS ESTATE

- 16.1 Langhams reserves the right to change the Venue, for practical reasons, should the need arise with prior written notice, followed by acceptance from the Client.
- 16.2 Langhams reserves the right to show the venue to potential clients during setup or on event day of all functions
- 16.3 Hire of the Venue is between 08h00 and 23h00, unless Langhams, in its sole discretion agrees to an extension of these hours at the Cost Proposal stage. There will be an additional charge of R 2500.00 excluding VAT per hour that the times agreed are exceeded.
- 16.4 Langhams reserves the right to reduce the volume of music
- 16.4.1 Monday-Thursday & Sunday: music will be turned down at 21h30 & turned off at 22h00
- 16.4.2 Friday & Saturday: music will be turned down 22h30 and turned off at 23h00
- 16.4.3 The times stated above are non-negotiable and are according to the residential area regulations
- 16.5 Background music is permitted in the gardens. Langhams reserves the right to reduce the volume of music in accordance to the residential area regulations.
- 16.6 Wine and bar:
- 16.6.1 In the case of a private / bespoke function with an open or capped bar account, the Venue manager will call last round when she/he deems necessary. Unless by prior arrangement with Langhams, the bar will close at 22h30, 30 (thirty) minutes prior to the closure of the function at 23h00.
- 16.6.2 A surcharge will apply if the bar is kept open later than 22h30 or such other time as may be agreed in writing by management. A written authorisation for any such extended opening time and consequent costs must be signed for by the Client and extra bar purchases will be invoiced for and must be paid within 3 (three) business days of the date of the Tax Invoice.

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16.6.3 Langhams reserves the right to close the bar at a private function at any time, and for any reason/s that may be harmful to the property and staff of Langhams and/or to any person at the Event.

16.6.4 In accordance with Langhams liquor licence no un-opened beverages (whether it be alcoholic or non-alcoholic) may be served from the Bar

- 16.7 Set up for the Event, inclusive of decor and AV, may commence at 08h00 on the day of the Event unless prior written arrangements have been made.
- 16.8 Should the Client require assistance with set up of their own Décor, Tables/Chairs etc. This must be arranged with your events coordinator prior to set up day. A team can be arranged at a rate of R100.00 p/h per staff member for this service.
- 16.9 If set up for the Event is to take place the day prior to the Event, the Client must notify Langhams in writing and may incur additional costs.
- 16.10 It is the responsibility of the Client to make sure that they are satisfied with the permanent lighting, fixtures and electrical requirements inside the Venue. If it is not satisfactory for the Client's requirements, it is the Client's responsibility to provide their own additional equipment in this regard.
- 16.11 The Client shall not be entitled to:
- 16.11.1 Paint, affix or attach any matter to the walls, roof or frames of the Venue or to any other part of the Langhams Estate;
- 16.11.2 Drive any screws, nails, hooks or the like into the walls, floors, partitions, doors, roof or frames of the Venue or any other part of the Langhams Estate.
- 16.12 No permanent alterations of any kind can be made to the Venue.
- 16.13 All electrical equipment brought onto the Langhams Estate must comply with the South African Electrical Regulations and the Occupational Health and Safety Act.
- 16.14 The Client must disclose to Langhams in writing, prior to the Event, the use of all flammables, combustibles and hazardous items that will be brought onto Langhams Estate and must ensure that such materials are stored in purpose-made safety containers. Safety and industry guidelines must be followed in respect of such materials.

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- 16.15 Where the Event requires the use and/or display of motor vehicles, the Client must ensure that the motor vehicles are:
 - 16.15.1 not filled up with more than a quarter tank of fuel;
 - 16.15.2 the battery must be disconnected when the vehicles aren't manned and
 - 16.15.3 a drip tray must be provided under the vehicles.

- 16.16 The Venue and Langhams Estate are a strictly weapons free venue.

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MARKETING MATERIAL

- 17.1 The Client hereby grants Langhams permission to use copies of their photography and video ('s) produced for your function under the service agreement, including your images, likeness for marketing and advertising purposes.

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TERMINATION

- 18.1 Langhams may give written notice of the termination of the Contract if:
 - 18.1.1 the Client fails to comply with or breaches any term or condition of the Contract;
 - 18.1.2 the Client intends using or uses the Venue and/or Langhams Estate for an event other than the one specified in the Contract;
 - 18.1.3 the Event may lead to a breach of the peace, acts of violence or potential damage to Langhams property and/or Langhams Estate;
 - 18.1.4 the Event contravenes any legislation or statutory regulations;
 - 18.1.5 the Client is placed under final sequestration, liquidation or business rescue.
 - 18.1.6 In the event of a legal dispute, the court determines the amount to be refunded to the Client.

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INSURANCE

- 19.1 No persons at the Event are covered by Langhams Insurance Policy/ies.
- 19.2 Any and all articles of display, equipment, property and /or of a personal nature brought on to the Langhams Estate are not covered by the Langhams Insurance Policy.

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- 19.3 The insurance extended by Langhams to the Client is for Public and Event liability insurance only and which includes third party suppliers' public liability.
- 19.4 Langhams has Public Liability insurance, however, where Langhams, or the terms and conditions of Langhams' insurance policy and/or Langhams insurance company requires additional insurance for the Event, this will be communicated in writing to the Client and be for the Client's account.
- 19.5 The Client is to inform Langhams in writing if there is any aspect of the Event that could potentially be a risk factor including, but not limited to, the use and storage of pyrotechnics, flammable substances, weapons etc. and which might affect Langhams' cover under its insurance policy/ies.
- 19.6 Should the Client require additional risk insurance the Client may request Langhams to approach Langhams' insurance company in this regard at an additional cost per day to the Client.
- 19.7 Langhams will not be held liable for the failure of the Client to ensure that the necessary insurance cover is obtained or exists for the Event over and above that which the Langhams' Public Liability insurance provides.
- 19.8 Increased insurance coverage may be required to cover the storage of any items on the Langhams Estate before, during or after the Event. Such increased coverage will be communicated to the Client in writing and be for the Client's account.

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SAFETY & SECURITY

- 20.1 The safety and security of our guests is of paramount importance and Langhams aims to provide a secure environment for its guests with appropriate security measures put in place for the Event.
- 20.2 Langhams has 24-hour security provided by an external security company.
- 20.3 All security staff have an excellent knowledge of the Langhams Estate, evacuation routes and procedures.
- 20.4 The Client acknowledges that it is aware of the extent of the security provided by Langhams and is satisfied with same.

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- 20.5 The Client must disclose to Langhams, in writing, any factors that might impact and affect the security to be provided by Langhams at the Event and any factors that might require additional safety measures to be taken by Langhams.
- 20.6 The Client and any third-party supplier and/or contractor used by the Client for the Event must comply with all safety and security practices and policies of Langhams.
- 20.7 The Client and any third-party supplier and/or contractor used by the Client for the Event must comply with all safety and security legislation applicable to the type of Event being held.
- 20.8 Additional security can be obtained and tailored to suit the Client's needs for the Event at an additional cost.
- 20.9 Langhams will not be liable for any loss, harm and/or damages to the property of the Client, any officers and/or employees of the Client, any third party supplier/s and/or contractor/s and/or persons attending the Event, arising as a result of any unforeseen breach of security including any crime committed on or outside Langhams Estate.

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LIABILITY OF PERSON SIGNING THIS AGREEMENT

- 21.1 Where the Client signs the Contract on behalf of another party or where another party signs the Contract on behalf of the Client, the person so signing on behalf of the other shall be held responsible together with the Client for the full payment of any amounts due and/ or cancellation fees until the account is settled in full.

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GENERAL

- 22.1 This Contract constitutes the whole of the agreement between the Parties and save as otherwise provided, no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

CONTRACTUAL TERMS & CONDITIONS

THESE ARE THE TERMS AND CONDITIONS PURSUANT TO WHICH
LANGHAMS (PTY) LTD PROVIDES SPACE AND SERVICES TO THE CLIENT.

.....

CLIENT SIGNATURE

- 22.2 No change, waiver, or discharge of any terms of the Contract shall be of any force or effect unless in writing and signed by the authorised representative of the Party against whom such change, waiver or discharge will be effective.
- 22.3 In the event of a legal dispute arising from and in connection with the Contract the parties agree to the non-exclusive jurisdiction of courts in South Africa. The Parties agree that any costs order will only be on the attorney-and- client scale unless the Court specifically determines that such scale should not apply. The Contract does not have to be signed in the presence of all the Parties but may be signed separately and may be delivered by hand, email or facsimile, with all such signed parts together constituting one and the same Contract.
- 22.4 The person signing the Contract on behalf of the Client declares that she/he is duly authorised to do so on behalf of and with the full knowledge of the Client and binds the Client to the Contract. A letter giving the signatory the authority to sign on behalf of the Client must be attached to this Contract by the Client as Annexure "A".
- 22.5 The Client selects the physical address indicated on this agreement as its domicilium citandi et executandi.

CONTRACTUAL TERMS & CONDITIONS

THESE ARE THE TERMS AND CONDITIONS PURSUANT TO WHICH LANGHAMS (PTY) LTD PROVIDES SPACE AND SERVICES TO THE CLIENT.

.....
CLIENT SIGNATURE



23

CONTRACT:

I/ We accept the terms and conditions of the Contract:

For and on behalf of _____,
("the Client"), who warrants that he / she / they are duly authorised to sign this Contract and accept the terms and conditions of the Contract and bind the Client accordingly and that they hereby acknowledge and accept responsibility for the Event and that I/they am/are responsible together with the Client for any cancellations and resultant payments due in full for the above booking and other services requested in writing, signed and guaranteed for by the Client.

.....

NAME
(PLEASE PRINT)
FOR AND ON BEHALF OF THE CLIENT

.....

SIGNATURE

Physical Address for Client:

Arrival Date:

Departure Date:

Signed at Langhams on this _____ day of
----- 20____.

.....

EVENT COORDINATOR
NAME (PLEASE PRINT)
FOR AND ON BEHALF OF LANGHAMS

.....

SIGNATURE

