Princess Maggie's
FAIRYTALE COTTAGE

TERMS & CONDITIONS

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

1.1.1 "**Agreement**" means this agreement set out in this document, together with the Booking Form, Princess Maggie's; Preferred Service Provider and Venue Pricing website page information, each of which shall be an integral part of this Agreement and shall be interpreted and construed accordingly;

1.1.2 "**Booking Form**" means the booking form to be completed by the Customer containing information used for the purpose of recording the initial specifications, functionality, purpose, configuration and details of the Event;

1.1.3 "**Business Day**" means any day other than a Saturday, Sunday or a public holiday as gazetted by the government of the Republic of South Africa from time to time;

1.1.4 "**Customer**" means the person or entity named in the Booking Form as the hirer of the Venue and includes but it is not limited to their employees, agents or Staff;

1.1.5 "**Deposit**" means the non-refundable 50% (fifty per cent) deposit of the Fees due and payable by the Customer in order to secure the date and booking of the Event;

1.1.6 "**Equipment**" means any equipment provided by Princess Maggie's in relation to the Event or as specified in the Booking Form or the Function Sheet, as the case may be;

1.1.7 "**Event**" means the function on a specific date or period of time as specified in the Booking Form or the Function Sheet as the case may be and which will comply with the Event Purpose;

1.1.8 "**Event Officer**" means the person appointed by Princess Maggie's and who will be generally responsible for matters concerning the Event or matters arising out of the use of the Venue;

1.1.9 "**Event Purpose**" means the purpose of the Event;

1.1.10 "**Event Set-Up**" means the Venue set-up configuration for the Event;

1.1.11 "**Fees**" means the consideration payable, as set out in the Price Schedule by the Customer to Princess Maggie's for the rendering of the Services;

1.1.12 "**Function Sheet**" means the document, as amended by the Parties from time to time, used for the specific purpose of recording inter alia the specifications, functionality, purpose, configuration and details of the Event;

1.1.13 "**Intellectual Property Rights**" means all patents, trademarks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes) and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;
1.1 14 "**Parties**" means both Princess Maggie's and the Customer, and a reference to
1.1.15 "**Party**" shall be a reference to either one of them as so determined by the context;
1.1.16 "**Policies and Procedures**" means collectively or individually, as the case may be, the policies and procedures, including without limitation, emergency procedures, as amended or updated by Princess Maggie's from time to time and relevant extracts applicable to the hiring of the Venue will be provided to the Customer on request;
1.1.17. "**Premises**" means 18 Jupiter Avenue, Crowthorne AH, Midrand, Republic of South Africa;
1.1.18. "**Price Schedule**" means the price list for the Services as amended from time to time on the Venue Pricing website page;
1.1.19. "**Services**" means any service or facility, including the hiring of the Venue, that Princess Maggie's agrees to provide or facilitate access to in relation to the Event;
1.1.20. "**Staff**" means those individuals provided by the Customer to perform a role during the Event, including attendants, catering and waitering staff, stewards, receptionists, entertainment and ushers;
1.1.21. "**Terms and Conditions**" means this document, updated from time to time, covering all financial and legal implications of the agreement entered into between the Parties;
1.1.22. "**Venue**" means the space to be used for the Event within the Premises, as specified in the Booking Form and the Function Sheet;
1.1.23. "**Venue Rental Period**" means the period during which Princess Maggie's provides the Venue for rental for the Event as specified in the Booking Form and the Function Sheet.

1.2 Interpretation
Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that the term has not been defined in clause 1.1.

2. STRUCTURES

The Parties agree that these Term and Conditions constitute a master agreement, and accordingly, that its terms shall apply to each Schedule appended to this Agreement from time to time.

3. THE SERVICES

Princess Maggie's shall, upon acceptance of the completed Booking Form by the Customer, receipt of the signed Agreement and receipt of payment of the Deposit, render such Services to the Customer.

4. FEES

4.1 . In consideration for the supply and provision of the Services, the Customer shall pay Princess Maggie's the Fees.

4.2 All additional costs and expenditure for additional Venues or Services requested by the Customer ("additional expenditure") shall be for the Customer's account and will be disclosed to the Customer prior to being incurred. The Customer agrees to pay Princess Maggie's such additional expenditure on presentation by Princess Maggie's of an invoice in respect of such additional expenditure.

4.3 The Fees exclude any charges of the Preferred Service Providers.

5 INVOICING AND PAYMENT

5.1 Invoicing

Princess Maggie's shall, as soon as reasonably possible following receipt of the signed Agreement, issue a tax invoice for the Fees to the Customer.

5.2 Payment

5.2.1 Payment of the Deposit is required in order to secure a confirmation of the reservation of the Event as per the Booking Form.

5.2.2 Payment of the Deposit by the Customer will, unless otherwise specified by Princess Maggie's, be made within 5 (five) working days of submission of the signed Agreement.

5.2.3 Payment of the balance of the Fees by the Customer will, unless otherwise specified by Princess Maggie's, be made before 48 (forty eight) hours of the Event taking place.

5.2.4 The Event will not proceed without full payment of the Fees prior to the Event.

5.2.5 Customer may, at Princess Maggie's's sole and absolute discretion, pay Princess Maggie's by electronic funds transfer.

Bank : FNB
Name : Princess Maggie's Experiences
Branch Code : 250655
Account Number : 6289 0112 429
Reference : [Your Name][Party Date]

5.2.8 Customer shall forward a copy of the proof of payment by electronic funds transfer to the Event Officer within 2 (two) days of payment.

6 PRINCESS MAGGIE'S OBLIGATIONS

6.1 Princess Maggie's shall ensure that at all times during the rendering of the Services to the Customer:

6.1.1 appropriately skilled and experienced personnel will render the Services in a timely, professional and workmanlike manner in accordance with good industry practice;

6.1.2 the Premises are clean; and

6.1.3 the Equipment is in good working order.

7 CUSTOMER'S OBLIGATIONS

7.1 The Customer undertakes and shall be obliged to:

7.1.1 complete and provide accurate information relating to the Event as indicated in the Booking Form and Function Sheet;

7.1.2 confirm that the Premises are clean and the Equipment is in good working order prior to the Event and failing timeous notification thereof to the contrary to Princess Maggie's prior to the commencement of the Event, the Customer will be deemed to have accepted that the Premises are clean and the Equipment is in good working order;

7.1.3 for the duration of the Event, protect the Premises and not damage the Premises in any manner whatsoever;

7.1.4 provide the Event Officer with all details relating to the Event Set-Up,

8 INTELLECTUAL PROPERTY

Unless specifically authorised in writing by Princess Maggie's and then only to the extent so authorised, the Customer shall have no right to use the Intellectual Property of Princess Maggie's and any derivations of same in any manner whatsoever.

9 CANCELLATION OF THE EVENT AND TERMINATION OF AGREEMENT

9.1 An Event is confirmed on payment of the Deposit and on receipt by Princess Maggie's of a signed Agreement.

9.2 In the event of any cancellation of the Event or termination of the Agreement for any reason, no liability shall fall upon Princess Maggie's in respect of any loss sustained or expenses incurred by the Customer or any other person as a result thereof. The Customer is advised to insure against such loss.

9.3 Princess Maggie's may cancel or terminate the Services in relation to the Event, with immediate effect without prejudice to its rights, if:

9.3.1 there is any significant omission from or a misstatement in the Booking Form by the Customer;

9.3.2 the Customer intends using the Venue or the Premises for an event and/or purpose other than the Event Purpose;

9.3.3 the Event may, in the sole discretion of Princess Maggie's, lead to a breach of peace, acts of violence or possible damage to the Premises or its contents or bring Princess Maggie's into disrepute;
9.3.4 the Event or any act in relation thereto contravenes any applicable legislation or statutory regulations including, without limitation, the Occupational Health and Safety Act;
9.3.5 the Customer is placed under final sequestration, liquidation, business rescue or similar circumstances; or
9.3.6 there is any breach of the Agreement which is capable of remedy and the Customer fails to remedy such breach upon written notice to do so within the period set out in such notice.
9.4 In the event of a cancellation or termination pursuant to clause 9.3, the Fees paid will be forfeited and in addition, the Customer shall be liable to Princess Maggie's for any costs, expenses and losses incurred by Princess Maggie's as a result of such cancellation or termination.
9.5 Princess Maggie's may cancel or terminate the Services in relation to the Event on 60 (sixty) days written notice to the Customer, if:
9.5.1 the Venue or building is under refurbishment/reconstruction or alterations as required by the landlord of the Premises or otherwise and the Venue or building is, in the opinion of Princess Maggie's, unsuitable to host the Services; or
9.5.2 the Venue or the Premises is required by Princess Maggie's for an internal Princess Maggie's Event.
9.6 In the event of a cancellation or termination pursuant to clause 9.5, the Fees paid will be refunded to the Customer.
9.7 If the Customer cancels the Event:
9.7.1 no cancellation fee is applicable should the Customer cancel 60 (sixty) days prior to the Event;
9.7.2 a cancellation fee of 50 % (fifty per cent) of the Fees will be levied should the Customer cancel 30 (thirty) days prior to the Event;
9.7.3 a cancellation fee of 100 % (one hundred per cent) of the Fees will be levied should the Customer cancel less than 30 (thirty) days prior to the Event.

10 POSTPONEMENT OF THE EVENT

10.1 In the event that the Customer wishes to postpone the Event, the Customer will advise Princess Maggie's in writing of such postponement at least 60 (sixty) days prior to the Event.

10.2 The postponement of the Event will be subject to resubmission by the Customer of an amended Booking Form recording the new date and time of the Event agreed to and this shall be confirmed by Princess Maggie's in writing.
10.3 If the postponed Event is subsequently cancelled by the Customer, subject to clause 9.4, Princess Maggie's reserves the right to levy an administration fee of 30 % (thirty per cent) of the Fees in relation to such cancellation.

11 FORCE MAJEURE

Princess Maggie's reserves the right to cancel any booking for an Event forthwith and without liability on its part in the event of any damage or destruction to the Premises or Equipment by fire or other cause, strikes, lockouts or industrial unrest, or any other causes beyond the control of Princess Maggie's which shall prevent it from performing its obligations in connection with any Service.

12 LIMITATION OF LIABILITY

12.1 Princess Maggie's and the Customer agree that:
12.1.1 the Premises are made available by Princess Maggie's without any representation or warranty whatsoever, whether express, tacit or implied;
12.1.2 Princess Maggie's consent for the use of the Premises is not an indication that Princess Maggie's has endorsed the Customer and/or any of the content of any presentations at the Event or the Event itself;
12.1.3 Princess Maggie's reserves the right of admission in or upon the Premises in regard to any of the Customers guests or Staff or other person in connection with any Event held on the Premises;
12.1.4 under no circumstances will Princess Maggie's make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Customer in or upon the Premises;
12.1.5 the Customer shall be responsible for any damage caused to the Venue or the Equipment therein by any act, default or neglect of the Customer or its guests or Staff, whether such is Princess Maggie's's property or whether hired specifically by Princess Maggie's for the Customer, and shall pay to Princess Maggie's, on demand, the amount required to make good or remedy such damage;

3 INDEMNITY

13.1 The Customer, hereby assuming personal liability in respect of any act performed by its Staff, employees and/or sub-contractors (if any), indemnifies and holds Princess Maggie's, its officers, directors, employees and agents (collectively, the "**Indemnified**") harmless from and against, and shall, on demand, pay to the Indemnified the amount of any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limiting the generality of the aforegoing, attorney's fees on the scale as between attorney and own client ("**Claim**") suffered directly or indirectly by an Indemnified by reason of, arising out of, resulting from or incurred in connection with:

13.1.1 the death or bodily injury of such person caused by the Indemnified;

13.1.2 any Equipment and/or goods supplied and/or services rendered by Princess Maggie's in connection with or pursuant to this Agreement, including any defects therein;

13.1.3 the damage, loss or destruction of any real or tangible personal property of such person caused to the Indemnified;

13.1.4 any failure by Princess Maggie's to perform, comply with and/or fulfil any of its obligations in connection with or pursuant to this Agreement; or

13.1.5 any litigation, proceedings or claims by any third party, for whatsoever cause and howsoever arising (including, without limiting the generality of the aforesaid, breach or alleged breach of intellectual property rights of third parties) in connection with or pursuant to this Agreement.

14. GENERAL PROVISIONS

14.1 The Agreement records the entire and sole agreement between the Parties and supersedes all other writings or documents, which may have been issued between them.

14.2 The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

14.3 Any dispute arising out of or in connection with the Agreement shall be finally resolved by arbitration, held at Midrand, in accordance with the Rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator(s) appointed by AFSA. In the event of urgent relief being sought, the Customer submits to the exclusive jurisdiction of the South Gauteng High Court of the Republic of South Africa.

14.4 The Customer shall not be entitled to cede or assign, all or any of its rights and/or obligations in terms of the Agreement to any third party whatsoever, unless by prior written consent of Princess Maggie's, which consent shall not be unreasonably withheld.

14.5 The Parties choose as their domicilia citandi et executandi for all purposes under the Agreement, notices or other documents or communications of whatsoever nature the addresses set out in the Booking Form.

14.6 The relationship of the Parties shall be governed by the Agreement. Nothing in the Agreement shall be deemed to constitute any Party the partner of the other Party, nor constitute any Party the agent or legal representative of the other Party. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither of the Parties shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party. Neither of the Parties shall hold itself out as a partner of the other Party.

14.7 The Parties shall display good faith in their dealings with each other.

14.8 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from the Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from the Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

14.9 No addition to or variation of the Agreement shall be of any force and effect unless in writing and signed by the Parties.

14.10 In the event that any provision of the Agreement is held to be invalid or unenforceable by any competent court having jurisdiction, such holding shall not invalidate or render unenforceable any other provision of the Agreement. The Parties will use their best endeavours to agree on a suitable substituted arrangement which will be valid and will give effect to the intentions of the Parties as reflected in the invalid provision.

14.11 The Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument.

Signed on this the _____ day of _____ 20_____

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Client Signature