



Dear Client

TERMS AND CONDITIONS PERTAINING TO VENUE HIRE (ANY SPECIAL EVENTS)

1. DEFINITIONS

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

- 1.1 "**Client**" means the organization or person who enquires and/or reserves the venue for hire;
- 1.2 "**Venue**" means the property to be hired to the Client by Gemstone Guesthouse'
- 1.3 "**List Price**" means the price of the Venue for hire maintained by Gemstone Guesthouse as amended from time to time;
- 1.4 "the "**Agreement**". Means These Terms and Conditions, comprise a legally binding agreement between Gemstone Guesthouse and the person identified as the Hirer in this Agreement("you)

2. VIEWING & RESPONSIBILITIES

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.

You warrant that:

- a. all information provided by you to us (including in relation to the purpose of the Event) was at the time of disclosure and shall remain until the end of the Hire Period truthful and accurate;
- b. the Venue shall only be used for the purposes of the Event in accordance with the Agreement;
if you are arranging the Event for a third party, you have notified us of that third party's name and business;
- c. the number of Guests and the number of Visitors at the Event shall not exceed the respective maximum numbers set out in the agreement



- d. you shall at all times ensure the proper and careful use of the Premises and shall not allow any activity which may damage the Venue, Premises or any neighboring site or which may be or become a nuisance, annoyance or disturbance to us or any neighboring site;
- e. you shall strictly adhere to the Start Time and End Time for the Event.
- f. Time and any music, other entertainment or other loud noise must stop fifteen (15) minutes before the End Time;
- g. you shall during the Event keep the Premises in a safe condition;
- h. you shall as soon as possible (and in any event within twenty-four (24) hours) notify us of any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue or Premises
- i. you shall comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Event; you shall, and shall procure that all Visitors shall:
- j. comply with all laws, regulations and codes of practice (whether issued by us or otherwise) applicable to the Premises or the Event; comply with such restrictions or conditions as we may impose in relation to the Event including in relation to access, supplies, parking, movement of vehicles and/or routing of power leads; and comply with all guidelines issued by us, including in relation to power supply and lighting, fire safety precautions and precautions against causing damage; and you shall, where appropriate, inform the police, local fire, and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue, comply with any recommendations they may be given on their behalf in relation to the Event, and supply evidence of such compliance to us on request.

You shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Venue as part of the

- i. Event and our staff are entitled to a dignified and supportive working environment. We insist that they are treated with dignity, respect and courtesy at all times, and reserve the right to immediately remove from the Premises any person who bullies or harasses our staff or who we otherwise determine has behaved unacceptably towards them;
- ii. it is of paramount importance to us that our reputation and core values are upheld, including in relation to ethical practices and social responsibility. We reserve the right to halt any activities at the Venue, and refuse entry to or remove any person, whose conduct is incompatible with that reputation and those core values, including in relation to any: unlawful activity, such as libelous, infringing or discriminatory activity, or any involvement in national or international crimes; activity which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by us in advance.



3.. CHARGES, DEPOSIT AND CANCELLATION CONDITIONS

- The rates are subject to change without notice.
- The rates are ZAR (South African Rand)
- The Clients (“function holder’s”) reservation will be effected upon receiving a signed copy of These Terms & Conditions completed Reservation Form and the payment of the deposit.
- Take note that we are vat registered.
- The venue is only available on the day the venue has been reserved for as specified in the reservation and hire form. Should you, or your representative, require prior entry for setup, or post entry for breakdown, additional charges may be applicable.
- Cancellations will only be accepted by email to info@gemstoneguesthouse.co.za
- No verbal cancellations will be accepted.
- Venue hires for Sundays and Public Holidays will carry a surcharge of R500.00

4. DEPOSIT REQUIREMENTS

- A deposit, of R 50% to secure your provisional booking, is required.
- We will hold the booking on a provisional basis for fourteen (14) days, until a signed copy of this Agreement is received, a long with the deposit and the Reservation Form.
- Provisional bookings will be released without notification, should you fail to make payment of the deposit and provide GEMSTONE GUEST HOUSE with the necessary documentation as contemplated above, within the said fourteen (14) day period.
- The full hire charges are payable fourteen (14) days prior to the event failing, which the function will be cancelled, the 75% cancellation fee will be levied, and the deposit will be set-off against the cancellation fee as a payment towards the cancellation fee.
- An additional refundable breakage deposit of R500.00 will be added to the quote. This is fully/partly refundable within 14 days after the event (depending on damages/losses. The deposit will be retained for the following reasons: Damage to the venue or any other areas of the GEMSTONE GUEST HOUSE Property or not clearing the venue on time as agreed in writing with the Gemstone Guest House coordinators; and or not adhering to the rules as stipulated in this Agreement.
- This deposit will be held by Gemstone Guest House as security for any damages it may suffer arising from the function.



- Should there be no damages or breach of contract suffered by Gemstone Guesthouse, within the sole discretion of the Gemstone Management, the deposit will be repayable to the function holder within seven (7) working days after the function date.

5. CANCELLATION POLICY

The following cancellation fee will be charged by Gemstone Guesthouse to the Client, in the event of cancellation of any advance reservation or booking:

- 30 Days prior to arrival a 15% cancellation fee will be levied on the full value of the quotation.
- 21 Days prior to arrival a 25% cancellation fee will be levied on the full value of the quotation.
- 14 Days prior to arrival a 50% cancellation fee will be levied on the full value of the quotation.
- 7 Days or less prior to arrival a 100% cancellation fee will be levied on the full value of the quotation.

6. THE PREMISES-RULES & REGULATIONS

- The premises shall always be under the control of the Gemstone Guesthouse which reserves the right to impose any terms and conditions in addition to those contained herein, as it may deem necessary, in order to ensure that the rights of other visitors to Gemstone Guest House, the neighbors and others are respected.

You must ensure that all Visitors are aware of the relevant requirements of the Agreement, fully comply

- with them, and follow the instructions of our personnel.
- The Venue Hire is restricted to the Gemstone Guesthouse only.
- There are limitations to amplified music. All music both amplified and unamplified must be restricted to the inside of the Guesthouse. Under no circumstances may PA speakers be directed to or placed on the outside of the building. All music must be turned down by 18h00 and must be kept at an acceptable volume that does not cause disruption or disturbance to the surrounding/neighborhood areas
- The client's arrangements for music should be discussed with and approved by Gemstone Management. Any request by Gemstone Management for music volume levels to be reduced must be complied with. If in the opinion of Gemstone Management, the pre agreed noise levels are exceeded, the full deposit will be retained.



- TAKE NOTE That we have a swimming pool on the premises and is available at own risk. Children must always be accompanied by parents or by adult supervision.
- The Client and Gemstone Management should meet one week prior to the function to discuss procedures for the event as well as special requests. All role players should be present to be involved in the process. The following items need to be covered in this meeting:
 - Security arrangements
 - Closing times
 - **Venue hire will only be for three hours from start of your event.**
 - Parking arrangements
 - Other logistics
- The function holder must ensure that the premises and audio-visual equipment are returned to Gemstone in the same good order and condition in which they were found.
- Gemstone will not be held responsible for any reason whatsoever for the non-functioning of any equipment brought onto the premises by the function holder.
- The function holder will be responsible and liable for any damage or loss caused to Gemstone by any of the sub - contractors hired for the function.
- Gemstone and/or its staff will under no circumstances be liable for the loss, damage and/or theft of any of the sub-contractor's equipment or loss or damage to any property of the guest attending the function.
- All functions must end by time agreed upon. Should functions not end by time prior agreed on, Gemstone Guesthouse reserves the right to retain the deposit.
- Maximum numbers will always be adhered to. Failure to adhere to maximum numbers will result in the function being cancelled.
- Final numbers must be confirmed three (3) days before your function.
- The function holder must observe the set up and break down time referred to in the reservation and hire form.
- All refuse must be removed by the function holder immediately after the function or taken to the recycling depot.
- Unwashed crockery and cutlery must be placed in sealed containers for hygiene purposes.
- All equipment brought onto the premises by the Client or any of its contractors must be removed from the premises Within 24 hours.
- **Please note that setting up the venue remains the Client's responsibility.**
- The deposit paid by the function holder will be forfeited should any of these rules not be strictly adhered to by the



- Function holder, its sub-contractors and/or its guests.
- Host for the day: Gemstone guesthouse will have a host present at the guesthouse until 15h00. She/he will be available to assist you with any problems that may arise during the event. The host is paid by Gemstone GUESTHOUSE.

7.. PUBLICITY

- Gemstone guesthouse must approve all publicity and advertising relating to the function.
- Gemstone guesthouse may photograph or film the event for its own use.

8. INDEMNITY

- The function holder indemnifies GEMSTONE GUESTHOUSE for any claims for damages, injury, or loss by any person(s), including its guests, arising out of the function held at the premises.
The client will be responsible for the safe keeping of, or damage caused to equipment hired on their behalf.
YOU HEREBY AGREE, AS A CONDITION OF YOUR OCCUPATION OF The Premises THAT GEMSTONE GUESTHOUSE AND THE OWNER, WHETHER ARISING FROM FIRE, THEFT OR ANY OTHER CAUSE WHATSOEVER AND BY WHOMSOEVER CAUSED OR ARISING FROM THE NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS OF GEMSTONE GUESTHOUSE. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS GEMSTONE GUESTHOUSE IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

9. BREACH

- The terms and conditions of this agreement are all deemed to be material and should the function holder and/or its subcontractors be in breach of any of these terms and conditions, GEMSTONE GUESTHOUSE will be entitled to: or cancel the function forthwith; or claim the full hire charges and retain the deposit; or claim any damages it may have suffered because of the breach.
- 2. The interest payable to GEMSTONE GUESTHOUSE for any money outstanding will be calculated at the prime overdraft rate.



10. SEVERABILITY

If any particular provision and/or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

12. COUNTERPARTS

This Agreement may be entered into any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. **WHOLE AGREEMENT** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein. **NO VARIATION** No variation of, or addition to or agreed cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

Gemstone Guesthouse bank details:

NAME: Gemstone Guesthouse Pty Ltd

BANK: ABSA bank

Current account: 4065300687

Code: 632005

13. FORCE MAJEURE

GEMSTONE GUESTHOUSE 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 etc. Gemstone Guesthouse 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.



14. 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.

On acceptance of the above please sign and email to info@gemstoneguesthouse.co.za. A pro-forma invoice for the reservations deposit will be supplied. Our personal attention will be always offered and we look forward to hosting your event at Gemstone Guesthouse.

SIGNED AT _____ ON _____ DAY OF _____ 2023

_____/_____/_____
DATE OF FUNCTION

FUNCTION HOLDER / CLIENT SIGNATURE

FUNCTION HOLDER/CLIENT FULL NAME & SURNAME

FUNCTION HOLDER / CLIENT CONTACT NUMBER _____

WITNESSES 1. _____ 2. _____