

TERMS AND CONDITIONS

CONDITIONS PERTAINING TO VENUE HIRE FOR MEETINGS/CONFERENCES

DEPOSIT AND CANCELLATION CONDITIONS

- The rates are subject to change without notice.
- The rates are inclusive of the following:
 - Venue Hire, data projector, Sound system Flipchart stands & charts
 - Use of crockery/cutlery for own catered lunches (only for 20 pax)
 - disabled equipped
 - Wi-Fi, internet connection
 - Use of tennis court
- The rates are ZAR____ (South African Rand) per day

DEPOSIT REQUIRED

- To secure a reservation, **one (1) month** prior to the event we require a **50% deposit** of the full value of the quotation, unless otherwise agreed to by SANBI.
- The full payment is required **two (2) weeks** days prior to the event.

CANCELLATION POLICY

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

- **30 Days** prior to event a **15% cancellation fee** will be levied on the full value of the quotation.
- **21 Days** prior to event a **25% cancellation fee** will be levied on the full value of the quotation.

- **14 Days** prior to event a **50% cancellation fee** will be levied on the full value of the quotation.
- **7 Days** prior to event a **75% cancellation fee** will be levied on the full value of the quotation.
- **24hours** prior to event a **100% cancellation fee** will be levied on the full value of the quotation.

USE:

- The venue is only available weekdays (Mon – Fri) from 08h00 until 17h30 unless other arrangements have been made with SANBI Management

INDEMNITY:

- The function holder indemnifies SANBI 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 SANBI AND THE OWNER, MANAGER AND/OR OPERATOR OF THE PREMISES AND THEIR AFFILIATES AND RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "SANBI") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACCIDENT OR ANY INJURY OR DEATH OF ANY PERSON OR THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY, 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 SANBI. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS SANBI IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

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.

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.

On acceptance of the above please sign and fax back to 021 797 7186 or email to g.kriel@sanbi.org.za or n.titus@sanbi.org.za

A pro-forma invoice for the deposit will be supplied. Our personal attention will be offered at all times and we look forward hosting your event at Kirstenbosch

SIGNED AT _____ ON _____ DAY OF _____ 2013.

____/____/____
DATE OF FUNCTION

FUNCTION HOLDER / CLIENT SIGNATURE

FUNCTION HOLDER / CLIENT NAME (PRINTED)

FUNCTION HOLDER / CLIENT CONTACT NUMBER

WITNESSES

1. _____

2. _____