

THE HELLENIC COMMUNITY OF THE VAAL TRIANGLE VENUE HIRE AGREEMENT

ENTERED INTO BETWEEN

HIREROR – THE HELLENIC COMMUNITY OF THE VAAL TRIANGLE
Hereafter referred to as the Hellenic Community

HIREREE

State name of person or entity hiring club

TERMS AND CONDITIONS PERTAINING TO VENUE HIRE AT THE HELLENIC COMMUNITY OF THE VAAL TRIANGLE HALL SITUATED AT 9 PRESIDENT BOSHOFF ROAD VANDERBIJLPARK (WEDDINGS OR SPECIAL EVENTS) CHARGES, DEPOSIT AND CANCELLATION CONDITIONS

1. The rates are subject to change without notice.
2. The rate for the hiring of the venue is as follows:
 - 2.1 For Friday, Saturday or Sunday Hire, an amount of R10 000.00 (ten thousand Rand) is payable 2 (two) months in advance from the date reserved.
 - 2.2 A deposit of R3 000.00 (three thousand Rand) is payable 7 (seven) days after the provisional booking is made to secure the reservation and to be held as security for any damages that The Hellenic Community may suffer arising from the function.
3. Should the hireree cancel the venue hire two or one month before the function is to be held, then 50% (fifty percent) of the hiring fee shall be forfeited by the hireree and the deposit paid shall be paid back to the hireree. Should the hireree cancel the venue hire less than a month before the function, then the whole fee and deposit shall be forfeited by the hireree.
4. Should draping be required, the designated person authorised by the Hellenic Community to attend to the draping of the venue is Sheila who can be contacted on

082 352 3826. No person or entity is authorised to hang draping at the venue. Should it be found that a third party has been hired to attend to the draping, the reservation shall immediately be cancelled with the fee and deposit paid shall immediately be forfeited.

5. Should a marquee tent be erected at the venue, an additional fee of R500.00 (five hundred Rand) per tent is applicable.
6. The maximum people allowed in the venue at the function the venue is hired for, shall be 280 (two hundred and eighty) people.
7. The hiring of the venue includes only the hiring of the community hall, the use of 30 tables and 280 chairs, the use of the kitchen and the equipment thereon, the braai area, the gas bottle, the cold-room situated at the bar area, the toilets thereon, and the dedicated parking area. The areas excluded from the hiring of the venue is the backstage, the basement, the Church, the school buildings and surrounding play area situated on the community's property.
8. There is no liquor license on the property. Should you wish for liquor to be served at the venue on the date it is hired for, the Gauteng Liquor Board may be contacted to obtain an occasional license.
9. The hireree shall be entitled to have access to the venue 2 days prior to the event to enable the preparation of the hall. The Preparation times shall be from 09h00 to 17h00. Should the venue be required to be open after the allocated time, then it is to be arranged with the caretaker of the venue which will attract an additional cost as to overtime.
10. The day of the function that the venue is hired for, the music is to be turned off at 24h00 in the evening. Should the hireree wish to continue up until 02h00, then an additional amount per hour of R500.00 is payable to the Hellenic Community. There are limitations to amplified music. All music both amplified and unamplified must be restricted to the inside of the venue. Under no circumstances may PA speakers be directed to or placed on the outside of the building. All music must be turned down by 24h00 and must be kept at an acceptable volume that does not cause disruption or disturbance to the surrounding/neighbouring areas. The client's arrangements for music should be

discussed with and approved by the Hellenic Community. Any request by the Hellenic Community for music volume levels to be reduced must be complied with. If in the opinion of Hellenic Community the pre-agreed noise levels are exceeded, the fee and deposit will be retained and the hireree authorises the Hellenic Community to deduct the payment from the deposit paid.

11. The inside of the venue is a nonsmoking venue,. Should one wish to smoke, the designated smoking areas are the verandahs situated around the venue.
12. On the handing over of the venue on Monday at 17h00 to the Hellenic Community and inspection will be held whereby any breakages and any damages shall be accounted for as well as. Should any breakages have occurred the hireree authorises he payment of the damage from the deposit paid. The Hellenic Community reserves its rights to proceed further for the recovery any damage should it exceed the deposit amount paid.
14. All equipment and décor for a function shall either be carried into the venue or through the use of a trolley and shall not to be dragged on the floor into the venue. Should the floor be damaged in any way, the hireree authorises the payment of the damage from the deposit paid. The Hellenic Community reserves its rights to proceed further for the recovery of any damage should it exceed the deposit amount paid.
15. The hireree shall be responsible for any damages to the venue at the function made by the hireree, or any guest or third party. Should any damage to the venue occur, the hireree authorises the payment of the damage from the deposit paid. The Hellenic Community reserves its rights to proceed further for the recovery of any damage should it exceed the deposit amount paid.
16. There are to be no holes drilled into the venues walls, flooring, ceiling, roof, or any part thereof. Should any drilling be found to have been done at venue, the function shall be cancelled immediately and the hireree autohrises the payment of the damage from the hiring fee and deposit paid. The Hellenic Community reserves its rights to proceed further for the recovery of the damage should it exceed the deposit amount paid.

17. Trucks exceeding 5 (five) tons are not permitted onto the Hellenic Community's property. Should a truck come onto the property and damage the tar and paving found thereon, then the hireree authorises the payment of the damage from the hiring fee and deposit paid. The Hellenic Community reserves its rights to proceed further for the recovery of the damage should it exceed the deposit amount paid. The function shall further be cancelled and the hireree forfeits the hiring fee and deposit paid towards the damages sustained by the Hellenic Community.
18. The hireree's reservation will be effected upon receiving a signed copy of these Terms & Conditions, and the payment of the deposit.
19. The venue is only available on the day the venue has been reserved for.
20. Cancellations will only be accepted by email to a.turk@mweb.co.za. No verbal cancellations will be accepted.
21. The booking will be held on a provisional basis for 7 (seven) days, until a signed copy of this Agreement is received, along with the deposit R3 000.00 (three thousand Rand).
22. Provisional bookings will be released without notification, should you fail to make payment of the deposit and provide with the necessary documentation as contemplated above, within the said 7 (seven) day period.
23. Should there be no damages or breach of contract suffered by the Hellenic Community, within the deposit will be repayable to the hireree within fourteen (14) working days after the function date.
24. The Hellenic Community will not be held responsible for any reason whatsoever for the non-functioning of any equipment brought onto the premises by the hireree.
25. The hireree will be responsible and liable for any damage or loss caused to the venue by any of the sub- contractors hired for the function.
26. The Hellenic Community and/or its staff will under no circumstances be liable for the loss, damage and/or theft of any of the sub-contractors' equipment or loss or damage to any property of the guest attending the function.

27. Maximum numbers will at all times be adhered to. Failure to adhere to maximum numbers will result in the function being cancelled and the hireree agrees that the hiring fee and deposit paid shall immediately be forfeited to the Hellenic Community. Please note that setting up the venue remains the hireree's responsibility.

28. INDEMNITY

The hireree indemnifies the Hellenic Community 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 hireree will be responsible for the safe keeping of, or damage caused to equipment hired on their behalf. THE HIREREE HEREBY AGREES, AS A CONDITION OF YOUR OCCUPATION OF THE VENUE THAT HELLENIC COMMUNITY AND THE OWNER, MANAGER AND/OR OPERATOR OF THE PREMISES AND THEIR AFFILIATES AND RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "HELLENIC COMMUNITY") 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 THE HELLENIC COMMUNITY. THE HIREREE ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS THE HELLENIC COMMUNITY IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

29. BREACH

The terms and conditions of this agreement are all deemed to be material and should the hireree and/or its subcontractors be in breach of any of these terms and conditions, the Hellenic Community will be entitled to either cancel the function forthwith; either claim the full hire charges and retain the deposit; either claim any damages it may have suffered as a result of the breach.

30. 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.

31. 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.

32. 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.

SIGNED AT _____ ON _____ DAY OF _____ 201____.

DATE OF FUNCTION _____

HIREREE SIGNATURE _____

HIREREE NAME (PRINTED) _____

HIREREE CONTACT NUMBER _____

WITNESSES 1. _____ 2. _____

PRINT NAME _____
