



## TERMS AND CONDITIONS OF VENUE HIRE AND SPECIAL EVENTS BOOKINGS

The Terms and Conditions outlined in this document are relevant to the following event locations managed by Summerview Properties (PTY) Ltd. Registration number: 2014/201303/07 and can also be downloaded from [www.tipsyhammock.co.za](http://www.tipsyhammock.co.za) :

- Topsy Hammock Party Venue
- Topsy Hammock Courtyard
- The Parking Lot
- Bru Box Meeting Room

### 1. CHARGES, DEPOSIT AND CANCELLATION CONDITIONS

- 1.1 The Venue Hire rate and packages are subject to change without notice.
- 1.2 The rates are charged in ZAR (South African Rand)
- 1.3 The Client's (Function Holders) reservation will be affected upon receiving a signed copy of these Terms & Conditions, and the deposit payment will be reflected in our bank account.\
- 1.4 Take note that we are not VAT-registered.
- 1.5 The venue is only available on the day the venue has been reserved for as specified in the event booking option selected. Should you or a representative require prior entry for setup or a post entry for breakdown, additional charges may be applicable.
- 1.6 Cancellations will only be accepted by email to [enquiry@tipsyhammock.co.za](mailto:enquiry@tipsyhammock.co.za)
- 1.7 No verbal cancellations will be accepted
- 1.8 Venue hire for Sundays and Public Holidays will carry a surcharge of R1000.00

### 2. DEPOSIT

- 2.1 A deposit of 50% is required to secure your provisioning booking.
- 2.2 We will hold the booking on a provisional basis for seven days until a signed copy of this Agreement is received along with the deposit reflected in our bank account or a valid proof of payment sent to [enquiry@tipsyhammock.co.za](mailto:enquiry@tipsyhammock.co.za)
- 2.3 Provisional Bookings will be released without notification should you fail to make payment of the deposit and provide us with the necessary documentation as required above within seven (7) days of booking the event. These terms and conditions will be relaxed for the Bru Box meeting room, where booking and payment will be required one (1) day before the booking, with proof of payment provided.
- 2.4 The total hire charges are payable fourteen (14) days before the event fails, during which the functional will be cancelled, and a 100% cancellation fee will be levied. The deposit will be offset against the cancellation fee as payment.
- 2.5 An additional refundable breakage deposit of R1000.00 will be added to the quote. This is fully / partly refundable within seven (7) days after the event (depending on damages/losses suffered). The deposit will be retained for the following reasons: (a) Damage to the venue or any other areas



of the Event property or not clearing the venue on time as agreed in writing with the Event property owners; and not adhering to the rules stipulated in this agreement.

- 2.6 Summerview Properties (PTY) Ltd will hold the deposit as security for any damages it may suffer arising from the function.
- 2.7 Should there be no damages or breach of contract suffered by Summerview Properties (PTY) Ltd, within the sole discretion of Summerview Properties management, the deposit will be repayable to the function holder within seven (7) working days after the function date.

### **3. CANCELLATION POLICY**

Summerview Properties (PTY) Ltd will charge the following cancellation fee to the client if any reservation or booking is cancelled.

- 3.1 30 Days before the event booking, a 15% cancellation fee will be levied on the total quote value
- 3.2 21 Days before the event booking, a 25% cancellation fee will be levied on the total quote value
- 3.3 14 Days before the event booking, a 50% cancellation fee will be levied on the total quote value
- 3.4 7 Days before the event booking, a 100% cancellation fee will be levied on the total quote value

### **4. BOOKING AND PAYMENT CONFIRMATION**

- 4.1 Once the final quotation has been received and accepted, proof of payment for the total amount, including the breakage deposit, will be required. Booking for the venue will only be confirmed in full once the total payment amount is reflected in the bank account of Summerview Properties (PTY) Ltd.
- 4.2 Changes to the booking requirements must be made in writing and agreed upon with Summerview Properties by email sent to [enquiry@tipsyhammock.co.za](mailto:enquiry@tipsyhammock.co.za). Booking times must include setting up and cleaning/breaking down the event. If the facilities are used outside the agreed hours, an hourly rate of R500.00 will be deducted from the deposit.

### **5. THE PREMISES**

- 5.1 The premises shall always be under the control of Summerview Properties Management (PTY) Ltd, which reserves the right to impose any terms and conditions in addition to those contained herein, as it may deem necessary, to ensure that the rights of other visitors to Summerview Properties, the neighbours and other patrons are respected.
- 5.2 The Venue Hire is restricted to the venue selected and paid for.
- 5.3 There are limitations to amplified music. All amplified and unamplified music must be restricted to the inside of the Event property booked. Under no circumstances may PA speakers be directed to or placed on the outside of the booked building/event location. All music must be finished strictly at 2 am.



- 5.4 The venue hire duration is six hours from the event's start. If the facilities are used outside the agreed hours, for whatever purposes, an hourly rate of R500 will be levied or deducted from the deposit.
- 5.5 By providing the Liquor Act 59 of 2003, all functions will strictly end at 2 a.m. at the latest. Failure to comply may result in a R10,000 fine, which will be levied on the client who booked the venue for the event.
- 5.6 The Client and Summerview Properties management will meet at least one week before the event or function to discuss procedures for the event and special requests. All role players should be present to be involved in the process where the following items will be addressed:
  - 5.7 Security arrangements and parking
  - 5.8 Closing Time
  - 5.9 Venue hire will be for a maximum of six (6) hours from the start of the event
  - 5.10 Other logistics and bathrooms
  - 5.11 Summerview Properties (PTY) Ltd will not be held responsible for any non-functioning equipment brought onto the premises by the function holder.
  - 5.12 The Function holder will be responsible and liable for any damage or loss caused to Summerview Properties (PTY) Ltd party event location(s) by any sub-contractors hired for the function.
  - 5.13 Summerview Properties (PTY) Ltd and its staff will under no circumstances be held liable for the loss, damage and theft of any of the subcontractor's equipment or loss or damage to any property of the guests attending the function.
  - 5.14 All functions must end by the agreed-upon time and no later than 2 am. Should functions not end by the time previously agreed upon, Summerview Properties (PTY) Ltd reserves the right to retain the deposit.
  - 5.15 Maximum numbers will always be adhered to. Failure to adhere to maximum numbers will result in the function being cancelled due to health and safety regulations.
  - 5.16 Final numbers must be confirmed three (3) days before the function.
  - 5.17 The Function Holder must observe the setup and breakdown time referred to in the reservation.
  - 5.18 All refuse must be removed by the Function holder immediately after the function. Unwashed crockery and cutlery must be placed in sealed containers for hygiene purposes.
  - 5.19 All equipment brought onto the premises by the Function holder or any of its contractors must be removed from the premises within twelve (12) hours.
  - 5.20 The deposit paid by the function holder will be forfeited should any of these rules not strictly be adhered to by the function holder, its sub-contractors and its guests.
  - 5.21 The Summerview Properties (PTY) Ltd event location(s) and facilities must be left in the state they were in before the event. Summerview Properties management reserves the right to retain either the whole deposit or part thereof to ensure the property is returned to the state before the Function holder receives the location.
  - 5.22 No cooking of meals is allowed. Food may only be kept warm
  - 5.23 In the case of non-team building events, the Padel Courts and surrounding areas are strictly out of bounds and restricted.
  - 5.24 Bar service and payments are strictly on a cash or credit card basis. The Function holder remains liable for any bar tabs which guests do not settle. A deposit may be paid in advance where the function holder is responsible for the bar tab.



- 5.25 Regarding the Liquor Licence, no alcoholic beverages may be brought onto, removed from, or consumed outside the premises. Summerview Properties (PTY) Ltd may withhold the deposit repayment in such an event.
- 5.26 Where Team Building events packages include Padel Courts premises, all guests/players must comply with official rules, requirements and regulations for using the Padel tennis courts. Summerview Properties (PTY) Ltd accept no responsibility for loss or damage suffered on the Padel Court premises.
- 5.27 Right of Admission: The venue is private, and Summerview Property (PTY) Ltd reserves the right of admission. Any persons who misbehave will be asked to leave the premises. If any inappropriate incidents arise, the Deposit will not be refunded.
- 5.28 Security: The venue is under CCTV surveillance. The Function holder is responsible for ensuring all guests, clients and associated or sub-contractors are allowed access to the property and facilities. The main door/gate will be closed for safety and security reasons.

## **6. PUBLICITY**

- 6.1 Sinterview Properties (PTY) Ltd must approve all publicity and advertising relating to the function(s) booked.
- 6.2 Summerview Properties (PTY) Ltd and management or representatives may photograph or film the event for its use and social media activities. The function holder grants permission to Summerview Properties to use event photos or film for any social media or website advertising.

## **7. INDEMNITY**

- 7.1 The Function holder indemnifies Summerview Properties (PTY) Ltd for any claims for damages, injury, or loss by any persons, including guests or sub-contractors, arising from the function held at the premises.
- 7.2 The Function holder/client will be responsible for the safekeeping of or damage caused to equipment hired on their behalf.
- 7.3 The Function holder/client agrees, as a condition of your occupation of the premises, that Summerview Properties (PTY) Ltd and the owner, manager and or staff of the premises and their affiliates and respective directors, officers, employees, agents and representatives (Collectively "Summerview Properties") shall not be responsible or liable for any accident or any injury or death of any person or the loss or destruction or damage to any property whether arising from fire, theft or any other cause whatsoever and by whosoever caused or arising from the negligence or wrongful acts or missions of Summerview Properties (PTY) Ltd. The Function holder/client accordingly, at this moment, irrevocably and unconditionally indemnifies and agrees to hold harmless Summerview Properties concerning any responsibility and liability as aforesaid.



## **8. BREACH**

- 8.1 The terms and conditions of this agreement are all deemed to be material. Should the function holder and its subcontractors or guests be in breach of any of these terms and conditions, Summerview Properties will be entitled to cancel the function forthwith or claim the total hire charges and retain the deposit or claim any damages it may have suffered because of the breach.
- 8.2 The interest payable to Summerview Properties for any money outstanding will be calculated at the prime overdraft rate.

## **9. SEVERABILITY**

If any particular provision and 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 terms shall continue to be of full force and effect. Each provision and term of this Agreement shall accordingly be construed as entirely separate and enforceable in the broadest sense from the other clauses and terms hereof.

## **10. 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 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 the Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.



**11. BANKING DETAILS**

**NAME:** Summerview Properties (PTY) Ltd  
**BANK:** NEDBANK  
**CURRENT ACCOUNT:** 202044909407  
**CODE:** 198765

Upon acceptance of the above, please sign and email enquiry@tipsyhammock.co.za. A pro forma invoice will be supplied. Our attention will always be offered, and we look forward to hosting your event at one of our venues.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

DATE OF FUNCTION: \_\_\_\_\_

\_\_\_\_\_  
FUNCTION HOLDER / CLIENT SIGNATURE

\_\_\_\_\_  
FUNCTION HOLDER / CLIENT NAME & SURNAME

CLIENT CONTACT DETAILS: \_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_