



## OUT OF OFFICE HUB (PTY) LTD TERMS AND CONDITIONS

### 1. OUT OF OFFICE HUB (PTY) LTD CONTACT INFORMATION

Our facilities are situated on the Ground Floor of the Cape Water Building at 71 Waterkant Street, Cape Town

Contact person	Marina van der Westhuizen
Contact number	021 001 8272
E-mail	marina@outofofficehub.com
Web site	outofofficehub.com

### 2. DEFINITIONS AND INTERPRETATION

2.1 In these terms and conditions, the following words or expressions shall bear the following meanings:

- 2.1.1 "Booking" means a reservation made by you for a meeting room or venue and any related facilities or services which you have requested by submitting a Booking Form and which we have subsequently accepted;
- 2.1.2 "Booking Form" means the online booking form which you are required to complete in order to request a booking;
- 2.1.3 "Contract" means the agreement between you and us for a Booking. These terms and conditions, together with the Booking Form, constitute the agreement between us and can only be varied by our written agreement. Unless otherwise agreed with us each Booking will constitute a separate contract between you and us;
- 2.1.4 "day" means a business day, and excludes Saturdays, Sundays and public holidays;
- 2.1.5 "Event" means the event for which you have made the Booking;
- 2.1.6 "Guests" mean the individuals attending the Event;
- 2.1.7 "you" means the applicant, person, organisation, company or other body responsible for placing the Booking;
- 2.1.8 "we" and "us" means Out of the Office Hub (Pty) Ltd.

- 2.2 Words in the singular shall include a reference to the plural and vice versa, words referring to one gender shall include a reference to the other genders, and words referring to a person shall include a reference to both natural and juristic persons.
- 2.3 The headings contained herein are for convenience only, and shall not be used in the interpretation of this Contract.
- 2.4 Unless specifically otherwise provided, any number of days prescribed herein shall be reckoned by excluding the first and including the last day. Where the last day falls on a Saturday, Sunday or public holiday, then the last day shall be the next business day.

### 3. BOOKING ARRANGEMENTS

- 3.1 Requests for bookings are made on line by completing and submitting our Booking Form.
- 3.2 Such request constitutes an offer to us to accept a Booking. No contract will exist unless and until we confirm our acceptance of your request for the Booking. Confirmation of the request will be sent to you by email (in the format of a Confirmation Booking Form - Acceptance of your Booking).
- 3.3 We reserve the right, at our sole and absolute discretion, to refuse any request for a Booking, for whatever reasons, and without us having to provide a reason. In such circumstances we shall attempt to advise you by email (in the format of a Confirmation Booking Form - Decline of your Booking) as soon as reasonably possible and refund any sum you may have paid. If you request a booking and have not heard from us in response thereto within 48 hours of the request, you may consider your booking as having been declined.

### 4. VENUE AND FACILITIES AVAILABLE

- 4.1 We have the following venue facilities available:

ROOM / VENUE	POSSIBLE ROOM LAYOUT	MAXIMUM NUMBER OF PERSONS	EQUIPPED WITH
Mzansi	Banquet Style	40 pax seated banquet style	Tables & chairs
Mzansi	Lecture Style	80 pax lecture style	2 TV Screens for Presentations Sound system with wireless microphone 40 chairs

Mzansi	Open/Cocktail Party	150 pax standing	Lounge & Bar furniture to seat 25 (if required)
Disa Park	Boardroom	10 pax	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water White Board with 2 markers
Jou Ma	Boardroom	10	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water TV Screen for Presentations (with Entry Level package only) White Board with 2 markers
Hillbrow	Boardroom	10	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water White Board with 2 markers
Ponte	Boardroom	10	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water 2 TV Screens for Presentations (with Entry Level package) Video Conferencing Facilities (with Premium Package) White Board with 2 markers
The Capital	Boardroom	18	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water 2 TV Screens for Presentations (with Entry Level package) Video Conferencing Facilities (with Premium Package) Overhead document Camera White Board with 2 markers
Jozi	Boardroom	18	Beverage Trolley, incl French Press coffee,

			Ceylon Tea, Rooibos Tea and Water 2 TV Screens for Presentations (with Entry Level package) Video Conferencing Facilities (with Premium Package) White Board with 2 markers
Mother City	Boardroom	.18	Beverage Trolley, incl French Press coffee, Ceylon Tea, Rooibos Tea and Water TV Screen for Presentations (with Entry Level package only) White Board with 2 markers

4.2 All rooms and venues are equipped with wireless internet, a suitable table or tables and chairs. Depending on Room Layout for Mzansi, we may not have all required tables and chairs, see above.

4.3 The following additional facilities are available on request:

- VOIP Phone (Billed Per Second subject to availability)
- Flip Chart with markers (if more than 2 colours are required please specify)
- Printing
- Scanning

4.4 Although we will make every effort to honour the specific booking made by you, we reserve the right to move you to another venue with similar size and facilities without incurring any penalty should circumstances arise outside of our control making your original venue unfit.

4.5 Our facilities will be available from:

4.5.1 Full day: 08:00 – 17:00 or 09:00 – 18:00

4.5.2 Half day: 08:00 – 12:00 or 13:00 – 17:00 or 14:00 – 18:00

4.5.3 Per hour: By arrangement, from 08:00 to 18:00

4.5.4 Requests for facility availability beyond these hours will be considered on individual basis.

4.6 Facility access and use must adhere to times booked and agreed to. Any access and use beyond the agreed time will attract additional fees which must be paid before departure.

- 4.7 You or your guests are not allowed to bring equipment onto our facilities unless agreed to in writing by us beforehand.
- 4.8 Notwithstanding the provisions of clause 4.7, you and your guests may bring personal laptops, tablets and cell phones onto our facilities.

## **5 CATERING**

- 5.1 Tea, coffee and filtered water are provided for on site as per the booking agreement.
- 5.2 Additional catering can be arranged with outside suppliers if required. We do not accept any responsibility for the quality, timely delivery or anything else related to the standard of service of such supplier(s). Should you require us to arrange for catering with outside suppliers we would normally require 48 hours' prior notice. Payment by credit or debit card will be requested when ordering.
- 5.3 You or your guests are not allowed to bring food or drink onto our facilities unless agreed to in writing by us beforehand.

## **6. COST OF VENUE AND FACILITY HIRE**

Refer to schedule A for costs.

## **7. PAYMENTS**

- 7.1 Full payment must be made on receipt of our Confirmation of Booking Form confirming that your booking has been accepted by us, within 2 days. However, in the event that the booking is confirmed less than 7 days prior to the event, full payment will be required within 24 of dispatch of our Confirmation of the Booking, in all events prior to the Event.
- 7.2 Failure to make payment on time will result in the automatic cancellation of the Booking, unless alternative arrangements in writing have been agreed to by us.
- 7.3 Any additional charges for services rendered on the day (e.g. photocopying, faxing etc.), not included in the original Booking, must be paid via credit or debit card prior to departure.
- 7.4 All charges under the contract will exclude VAT which will, where applicable, be charged at the prevailing VAT rate.
- 7.5 All payments must be made into the following bank account:
- |             |                     |
|-------------|---------------------|
| Bank Name   | First National Bank |
| Branch Name | Gardens             |

Branch Number            201 511  
Account Name            Out of Office Hub (Pty) Ltd  
Account Number        626 1124 5491  
Account Type            Business Cheque  
Reference number        Your Unique Confirmation Booking Number

Proof of payment must be send to us by e-mail at [marina@outofofficehub.com](mailto:marina@outofofficehub.com) on the same day as the payment has been made.

## 8. CANCELLATION OR AMENDMENTS

- 8.1 In the event that you wish to cancel or postpone an Event you must advise us thereof as soon as possible by sending an e-mail to [arnolette@outofofficehub.com](mailto:arnolette@outofofficehub.com)
- 8.2 Cancellations and postponements shall be effective on receipt of your e-mail and shall be subject to our cancellation policy as set out below.
- 8.3 Postponements to new dates will have to be confirmed by submitting a new Booking Form and will be subject to availability and acceptance by us.
- 8.4 The following cancellation fee will apply:

Up to 4 weeks	0% of payment
2 - 4 weeks	50% of payment
1 - 2 weeks	75% of payment
0 - 7 days	100% of payment

- 8.5 In addition to the above cancellation charges, you will be liable for any expenditure which we have incurred, including that to third parties, for example in respect of the provision of food or other facilities.
- 8.6 Where applicable, cancellation fees must be paid within 24 hours thereof.

## 9. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 9.1 You acknowledge and agree that you are legally capable of entering into a Booking with us. If you made a booking on a juristic person's behalf, such as a company or close corporation, then you warrant that you have the necessary authority to do so. Should you not have such authority, then you (the natural person that made the booking, shall be personally liable for all costs payable in terms of the Booking);

- 9.2 You will be liable for any damages to any of our property which is caused by you or any of the Guests;
- 9.3 You accept full responsibility for the hire and use of our venue and equipment, the conduct of your Guests and any other consequences which may arise as a result thereof;
- 9.4 You will ensure that the conditions of use of the particular venue and equipment provided are complied with and that there is no damage to the facilities and/or our property, our employees, agents or other visitors or guests;
- 9.5 You will not hold or be part of or knowingly permit any illegal activities while at or making use of our facilities;
- 9.6 You or your Guests may not use the facilities in any manner which results in annoyance or disturbance to us or any other third party;
- 9.7 You and your Guests must adhere to all rules and regulations made by us in respect of the use of the facilities, including but not limited to the health and safety requirements relating to the premises in which the facilities are situated. Should you fail to adhere to such rules or regulations, we shall be entitled to have you and/or any Guest removed from our venue;
- 9.8 You and your Guests will vacate the venue at the agreed time; otherwise you will be subject to reasonable additional charges which must be paid for prior to departure.
- 9.9 We do not accept responsibility for any personal effects or other belongings which you or any of your Guests may bring onto or leave on our premises.
- 9.10 We do not offer storage or overnight facilities and all belongings brought onto our premises during the hire of the venue must be removed at conclusion of the Event, unless other prior arrangements have been agreed to by us in writing.
- 9.11 We reserve the right to remove and dispose of any remaining property belonging to you or your Guests at the conclusion of the Event.
- 9.12 We agree that we shall take reasonable steps to provide all facilities and equipment in a good working order.
- 9.13 We shall not be liable for any claim, loss or damage sustained by you or your Guests as a result of us failing to provide the room or any other facility or related service by reason of any events beyond our reasonable control.
- 9.14 We shall not be liable for any claim, loss or damage sustained to reputation or goodwill, loss of opportunity, loss of revenue or indirect or special loss of damage suffered by you, any of your Guests, your employees or agents, which includes any damages by reason of the failure of data security or computer or related systems arising from your use of our facilities. You hereby indemnify us against any claim that may be brought against us in this regards by any of your Guests, employees or agents.

- 9.15 We shall be entitled to remove from our premises any Guest, or stop the Event, if any behaviour at or content brought onto our premises is in our opinion likely to lead to damage, injury, nuisance or a breach of any law.
- 9.16 Your Event may not interfere with the running of our business or the events of our other guests.
- 9.17 No posters, banners, flyers, flags, slogans or alike may be exhibited or distributed at our premises without prior written agreement.

## 10. GENERAL

- 10.1 We shall keep all personal information given to us strictly confidential and no personal information will be made available to third parties, except third parties contracted by us to run a database, keep backups of our information, do our invoicing or provide similar or related services in the running of our business, or where you have agreed to such disclosure, or where we are obliged to do so by law or legal process.
- 10.2 You may not sub-let the venue hired from us in terms of the Booking.
- 10.3 You may not cede or assign any of your rights under the Contract, unless we have agreed thereto in writing.
- 10.4 You will have no claim for damages against us or any of our employees or agents arising directly or indirectly from the hire of our venue or facilities or the use of our equipment, howsoever arising, negligence included, by any person, including any member of the public using the venue or being present on our premises.
- 10.5 You indemnify us and hold us harmless from and against any or all liabilities arising from any of our acts or omissions, including that of any of our employees and or agents.
- 10.6 No waiver or leniency shown by us in terms of any provision of the terms and conditions of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.7 If any provision of the terms and conditions of this agreement are found to be invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.
- 10.8 In the event that you materially breach any of the terms and conditions of the Contract and we terminate the Contract, such termination will not prejudice any claim which we may have against you and you shall pay any monies due and owing to us within 5 working days of such termination.
- 10.9 The contract is governed by the laws of the Republic of South Africa and the parties agree that in the event of a dispute the applicable Magistrates' Court will have



jurisdiction to hear such dispute, even though the amount in dispute may exceed the Magistrates' Court's normal jurisdiction.

10.10 If we have to take legal action against you arising from the Contract or a breach thereof, you will be liable for our costs as between attorney and client.