

SPAANYARD KIDS PARTY VENUE

Terms & Conditions of hire

1. Parties to Agreement

The lessor is Spaanyard and the lessee is described as the "Hirer" and identified below. The hirer certifies that all information provided is true and correct.

2. Agreement

The lessor lets the lessee the venue known as Spaanyard Kids Party Venue, a portion of plot 25 Marina Road, Honeydew and any additional equipment as specified on the booking form completed by the lessee for the duration indicated below and according to the agreed Terms and Conditions as set out in this agreement.

3. Duration of function/party

The lessee agrees to hire the venue for the duration of three hours for the purposes of a children's party or arranged venue hire. The lessee has indicated on the booking form whether the morning or afternoon 3 hour period or full day hire is required. The lessee may access the venue one hour prior to set up party/ function time and 30 minutes for pack up after agreed finish time. Extended party time can be arranged prior or on the day of the party and only from 5pm onwards as we strive to fit two functions a day. Additional fee will be required for extra time and the fee will be determined by how many extras the lessee has selected.

4. Deposit

The lessee agrees to pay a 50% non-refundable deposit or payment in full (optional) in order to secure and confirm the booking. Bookings are accepted on a first paid, first served basis. The lessor will not provisionally hold a booking. Inquiries will be held for one week (seven days) pending receipt of booking form and deposit.

5. Balance payment

The lessee agrees to pay the remaining balance to the manager/owner on the day in cash or card payment, no EFT will be accepted on the day of the function however the lessee may pay a EFT no less than 3 days prior to function. The lessor reserves the right to postpone the start of the function should the balance payment not be made.

6. Use of the equipment

The lessee acknowledges that they are aware of the purpose for which the equipment was designed and is aware of all safety procedures required by any lawful authority relating to the safe use of the equipment. The lessor cannot accept any responsibility for the failure or success of any event related to the equipment and will not be held liable to any injury or damages as a result of the correct or incorrect use of equipment. Furthermore, the lessee agrees that no children or other persons shall be permitted to operate any equipment. Any children or adult guests of the lessee who refuses to obey the rules and regulations and requests by Spaanyard staff and management will no longer be permitted to use the equipment and may be asked to leave the premises. Any damage or loss caused to equipment by guests will be charged on the lessee's account. Spaanyard cannot be held responsible for any sort of refund in the event that any of the equipment has a mechanical failure.

7. Indemnity

The management, owner and staff of Spaanyard accept no responsibility for any loss or injury from the use of the venue and/or use of equipment at the venue and should be used entirely at the patrons own risk. The responsibility of the safety of each child remains solely with the parents

and/or guardians. Children may only make use of the venue and equipment with the permitting of their parents or guardian. The lessor is indemnified of all claims which may arise as a result of injury, loss or death. Farm animals are unpredictable and can kick, bite or injure whilst every effort is made to avoid this. The lessor cannot be held responsible for such incidents.

8. Whole agreement

This document constitutes the whole agreement between the parties and representations, warranties or other terms whatever the nature not contained in this agreement have been made or agreed on.

9. Waiver

No Relaxation or indulgence granted by the lessee to the lessor should in any way prejudice the lessor or be deemed to waiver the lessors rights in terms of this agreement.

10. Jurisdiction

The parties agree to the jurisdiction of the Magistrates Court Randburg in respect of any legal proceedings arising from the agreement.

11. Right of admission reserved.

By ticking the "I accept terms and conditions" on the booking form, you are legally binded to this contract.