



the forum company

The Forum Terms and Conditions

1 Introduction

These Terms and Conditions apply to financial matters related to agreements for using the venue, facilities, and catering services offered by The Forum Company (Pty) Ltd. Before an event begins, the client or their agent must confirm acceptance of the quotation and these terms and conditions, along with making required payments. If not, The Forum may choose not to proceed with the event. However, these terms and conditions apply to all quotations issued by The Forum, whether formally accepted by the Client or not.

2 Definitions

- 2.1 "Business Day": Any day except Saturday, Sunday, or any public holiday within the Republic of South Africa.
- 2.2 "Contract": Includes these Terms and Conditions, the accepted quotation, and Booking Sheet.
- 2.3 "Event": A specific function held on specified dates, as indicated in the quotation and Booking Sheet.
- 2.4 "Booking Sheet": The agreed-upon running order.
- 2.5 "Final Account": The document detailing outstanding balances, provided to the client within 3 (three) Business Days of the end of the Event.
- 2.6 "Terms and Conditions": means the terms and conditions contained in this document.
- 2.7 "Client": The owner, individual or company (or another legal person) owning and/or managing the Event.
- 2.8 "Agent": Refers to a professional conference/event organiser ("PCO") who acts and manages the Event for and on behalf of Client.
- 2.9 "The Forum" refers to The Forum Company (Pty) Ltd, with registration number [INSERT].
- 2.10 "Venue": The part of The Forum's premises specified in the quotation at which the Event will be held.

3 Costs and Payment Terms

- 3.1 Costs for the Event include those listed in the quotation and are based on delegate count, venue, food, beverage and/ or daily conference package.
- 3.2 Additional venue, facilities, and services required by the Client are charged separately.
- 3.3 Fifty percent (50%) of the Costs quoted in the Contract shall be due, owing, and payable **within 3 (three) days of signing of the quotation and/or Terms and Conditions.**
- 3.4 The balance of the quoted costs shall be paid **AT LEAST 7 (seven) Business Days prior to the commencement date of the Event.**
- 3.5 If the quoted costs are not paid, The Forum reserves the right to cancel the tentative booking and recover any costs, expenses and/or damages incurred by The Forum as a result thereof.
- 3.6 The Final Account shall be paid by Client and/or Agent **within 15 (fifteen) Business Days after the date of the Event.**
- 3.7 In the event that the Final Account is less than the quoted costs, The Forum shall refund the balance to Client and/ or Agent within 30 (thirty) days after the last day of the Event.



the forum company

- 3.8 Overdue amounts will incur interest at a rate of 2% above the prevailing prime interest rate.
- 3.9 Credit card payments are accepted with a 5% administration charge.
- 3.10 Disputes on the Final Account WILL NOT delay payment.
- 3.11 Bank account details are available upon request and printed on all invoices.

4 Venue and Facilities

- 4.1 The Forum provides standard audio visual and technical equipment with the Venue. These may only be operated by The Forum staff or its appointed contractors.
- 4.2 Any additional equipment required may only **be brought into or installed in the Venue by The Forum's approved Technical Production Service Association members or with the prior written approval of The Forum.**
- 4.3 Technician services will be charged on an hourly rate.
- 4.4 The Forum will include a breakage/damages deposit in the quotation. Damages or losses to the Venue, facilities, furnishings, Art, utensils, or any equipment caused by the Client, their Agents, or invitees are the Client's responsibility **WILL BE** deducted from the breakage/damages deposit.
- 4.5 The Client and/or Agent **MUST** obtain The Forum's prior written consent should Client require any vehicle to be brought into the Venue. Any vehicles brought into the Venue may only be driven in on ramps. The Forum will have no responsibility or liability for any damage caused to any vehicle brought into the Venue.
- 4.6 Damages to the Venue caused by attendees, or temporary structures and/ or items brought in by the Client will be charged.
- 4.7 Food and beverages may not be brought onto The Forum's premises.
- 4.8 Menus must be finalised 14 (fourteen) Business Days prior to the Event.
- 4.9 The Forum can cater for special dietary needs. Kosher and Halaal meals are outsourced from CERTIFIED establishments and may be supplied, upon request, at an additional cost as set out in the quotation. Client must place orders for these special meals at least 7 (seven) Business Days prior to the Event. The Forum will not be held liable for any failure to timeously provide such meals as a result of late requests.
- 4.10 The Executive Chef of The Forum reserves the right to select the menu, based on the cost estimate previously provided to the Client, should the Client not meet any reasonable deadline that may be imposed by The Forum.
- 4.11 Provisions for waiters and bar consumption are included in the quotation. This is an estimate amount only and will be amended in the Final Account to reflect actual consumption.
- 4.12 Waiters are charged out at a minimum of 5 (five) hours and the Final Account will be amended to reflect the total number of hours employed during the Event.
- 4.13 Should the provision for the bar consumption be reached during the Event, the Client and/or Agent will only be able to extend the bar provision by immediate payment via credit card.
- 4.14 Final beverage invoices and last-minute requests must be signed off by the Client.
- 4.15 Set-up for the Event should be done with the greatest consideration to The Forum's property and to other parties using any venue at the same time.
- 4.16 Floor plans for the Event must be supplied at least 14 (fourteen) days before the commencement date



the forum company

of the Event.

- 4.17 The Forum's Operations Manager must be informed if sound checks are required. All sound checks are to be approved by The Forum's operations manager.
- 4.18 Smoking is only allowed in designated areas **OUTSIDE OF THE FORUM**
- 4.19 Events must vacate the premises by the agreed time, **FAILING WHICH ADDITIONAL COSTS WILL BE LEVIED**. Prior to vacating the Venue, the Client and/or the Agent must ensure that the Venue is left in its original condition.
- 4.20 Client and/ or Agent are responsible for compliance with health, safety, and security regulations.
- 4.21 Music volume will be regulated during the event.
 - a) All dance/live music must stop promptly at midnight.
 - b) Only background music may be allowed after midnight up until 02:00.
 - c) Loud music will not be allowed in any outside space during the Event.
 - d) Any event at Embassy Hill must make use of the calibrated installed systems or must have the system being used calibrated on the day of the Event by an approved acoustic consultant. Paperwork to support calibration must be supplied to the Venue manager no less than 4 (four) hours before the Event.
 - e) Should the sound system be bypassed in any way and the music exceeds the maximum decibels, The Forum reserves the right to disconnect the sound.
- 4.22 The Client or Agent must have third-party public liability insurance and share proof of such insurance with The Forum prior to the Event.
- 4.23 Large events using the services of external audio-visual and decor companies are required to order staff catering from The Forum for staff that are onsite for longer than 4 (four) hours.
- 4.24 All arrangements must be finalised and communicated to The Forum by Client at least 14 (fourteen) days prior to the commencement date of the Event; failing which The Forum shall be entitled, at its sole discretion, to make the necessary arrangements on behalf of Client and/or Agent, at Client's and/or Agent's sole expense.

5 Confidentiality

- 5.1 Confidential Information includes, but is not limited to, information concerning the business affairs, research, proposals, projects, finances, properties, methods of operation and any other information relating to Client. The Forum shall not use such information for any purpose other than for purposes of hosting the Event and shall not disclose any such Confidential Information to any third party (except its employees, officers and professional advisors to whom such disclosure is reasonably necessary).
- 5.2 In addition, The Forum agrees that unless it receives express permission from Client to do so, The Forum will not copy any documents or other materials (regardless of whether such materials are confidential or not).

6 Agents

- 6.1 Should the arrangements be made by an Agent on behalf of Client, the Contract shall, regardless of whether the quotation is signed by both Client and Agent (or either one of them), be deemed to have been accepted by and shall be binding on Client and Agent, who shall both be jointly and severally liable, as sureties and co-principal debtors, for the proper performance by Client of its obligations under



the forum company

the Contract and for the payment of all costs and expenses arising from the Event.

- 6.2 The Agent shall at no stage be deemed to be the agent of The Forum.
- 6.3 Payment of the costs and expenses by Client to Agent shall not be deemed to be payment of the costs and expenses where Agent does not pay same to The Forum. In such instances Client shall remain liable to The Forum for the payment of all costs and expenses.
- 6.4 Client will be invoiced directly by The Forum and will be responsible for the payment directly to The Forum of all amounts due, owing and payable; provided that should Client fail and/or refuse to pay such amounts, The Forum shall be entitled to claim from Agent in terms of the surety-ship given by the Agent in terms of clause 6.1.
- 6.5 The Agent's commission:
- a) Any agent's commission payable shall be remitted to the Agent once the full payment for costs and other expenses of the Event have been received by The Forum. Commission is not to be deducted by The Agent from payments made by the Client. The Agent shall submit a valid tax invoice to The Forum for commission payable and The Forum will affect payment within 30 (thirty) days of receipt of such invoice, provided there are no outstanding amounts due to The Forum for the Event.
 - b) On confirmation of any booking, The Agent is to sign The Forum's commission claim form, agreeing to the commission terms. Without this signed form, commission will not be paid out.
 - c) Commission is payable on venue hire and standard full day conference packages only.
 - d) In the event that payment is not received by the Forum in accordance with these terms and conditions, the Agent shall forfeit its right to receive any commission.

7 Surcharges

- 7.1 Kosher and Halaal meals are charged over and above the DCP rate and shall correspond with supplier charges.
- 7.2 After-Hours Charge:
- a) Any day conference continuing after 17:30 shall be subject to an additional fee of R2, 000.00 (two thousand Rand) per hour or part thereof.
 - b) Any function continuing after 00:00 (midnight) shall be subject to an additional fee of R3, 500.00 (three thousand five hundred Rand) per hour or part thereof.
 - c) Equipment not removed from the Venue after 01:00 (one am) shall incur additional room hire charges and shall be due, owing and payable by Client and/or Agent.
- 7.3 The Forum reserves the right to adjust menu options, subject to availability at the time of the Event.

8 Attendance Numbers

- 8.1 The final attendance numbers and venue allocation must be made at least 60 (sixty) days prior to the date of the commencement of the Event. The following variations to the final attendance numbers and Venues will be permitted, provided that written notice of the variation is received by The Forum within the below timeframes:
- a) Up to 20% (twenty percent) variation is permitted if the notice is received at least 30 (thirty) days prior to the commencement date of the Event.

op



the forum company

15 (fifteen) days prior to the commencement date of the Event.

- c) Up to 5% (five percent) variation is permitted if the notice is received between 14 (fourteen) days and 72 (seventy- two) hours prior to the commencement date of the Event.
 - d) No changes will be accepted on less than 72 (seventy-two) hours' notice.
- 8.2 The Forum endeavours to cater for extra numbers but this cannot be guaranteed. Additional covers will be charged as set out in the quotation and Booking Sheet.
- 8.3 Client and/or Agent are responsible for ensuring that the maximum capacity of the Venue is not exceeded.
- 8.4 Any variation which exceeds 20% (twenty percent) shall be subject to a pro rata.

cancellation/postponement fee in accordance with clause 9 below. Client and/ or Agent shall be liable for such cancellation/postponement fee, which shall be due, owing, and payable to The Forum on demand.

9 **Cancellation and Postponement Policy**

Should Client and/or Agent, after signing these Terms and Conditions or accepting a quotation, whether in writing, verbally or otherwise, wish to cancel or postpone all or any part of an Event for whatsoever reason, they shall be entitled to do so subject to the following:

- 9.1 Notice of such cancellation or postponement must be given to The Forum in writing by Client and/or Agent and be delivered to The Forum's principal offices with a copy of the notice also sent to 011 576 3888 (fax) or info@theforum.co.za (email).
- 9.2 Cancellation/postponement fees shall be payable and are dependent on the notice period provided by Client and/or Agent.
- 9.3 Any Refund due to the client, once cancellation notice is received in writing, will be paid within 30 (thirty) days.
- 9.4 The Forum shall use all reasonable efforts to minimize the cancellation / postponement fees.

Notice Period	% of Costs
If cancelled or postponed more than 120 days prior to commencement date	No fee
If cancelled or postponed less than 119 days but more than 90 days prior to commencement date	25%
If cancelled or postponed less than 89 days but more than 60 days prior to commencement date	50%
If cancelled or postponed less than 59 days prior to commencement date	100%
Peak Period Bookings (bookings during the months of March, September, October and November)	
If cancelled or postponed more than 90 days but less 119 days prior to commencement date	50%

op



the forum company

If cancelled or postponed more than 60 days but less than 90 days prior to commencement date	100%
--	------

In the event that Client is a consumer as defined in the Consumer Protection Act 68 of 2008, a cancellation fee shall not be payable should Client be unable to honour a booking or an order due to the death or hospitalisation of the person for whom or for whose benefit such booking or order was made, except to the extent that any such booking or order was in respect of special-order goods or in respect of any out of pocket expenses incurred by The Forum.

10 Termination

The Forum reserves the right to terminate this Contract without prejudice to its rights if:

- 10.1 Client and/or Agent fail to comply with, or breaches these Terms and Conditions; including failure to arrive or stage the Event at the specified times (a "no show" situation);
- 10.2 Client and/or Agent intend using the Venue for an event other than the one specified in the quotation and Booking Sheet.
- 10.3 The Event may lead to breach of peace, acts of violence or possible damage to the Venue or its contents, or its surroundings.
- 10.4 The Event contravenes any legislation or regulations; or
- 10.5 Client and/or Agent are placed under final sequestration, liquidation, judicial management, bankruptcy or business rescue proceedings.

Should termination occur in any of the aforementioned circumstances, The Forum shall retain any monies already paid and shall be entitled to claim the full costs for the use of the Venue and any other expenses incurred by The Forum as a termination fee.

In addition, The Forum reserves the right to cancel or postpone any Event, at any time prior to the commencement date of such Event, without liability, due to circumstances beyond the reasonable control of The Forum, including, without limitation, acts of God, labour disputes, strikes, unrest or terrorism ("Force Majeure"). The Forum will provide the Client with written notice of such Force Majeure event. In such event, The Forum shall use commercially reasonable endeavours to secure alternative facilities for the Event, if possible to do so. If this is not possible, The Forum shall refund any amounts paid by Client and/or Agent in respect of the Event.

If the Forum is prevented by Force majeure from complying with the obligations in the Contract, then no party (including without limitation, Client and/ or Agent) shall have any claim of whatsoever nature against the Forum.

11 Indemnification and Liability

- 11.1 Client shall be liable for the acts or omissions of Client, and their respective officers, agents (including the Agent), assistants, employees, invitees and sub-contractors while at the Venue. The Client and Agent are responsible for any damages incurred by any person while at the Venue, including, without limitation, any damage caused to the Venue (including, without limitation, any furniture, utensils and equipment therein) and/or the facilities and any failure to comply with applicable health, safety and security legislation.
- 11.2 The Forum accepts no liability and/or responsibility for any loss or damage to any item brought onto the property, or in storage on the property.



the forum company

- 11.3 Client and/or Agent acknowledges that all persons invited by Client to the Venue for the Event, enter the venue and utilise the facilities entirely at their own risk and that The Forum, its officers, employees, agents and sub-contractors shall not be liable or responsible, to the extent permissible in law, for any claims, demands, loss, expenses, liability, damages, costs, expenses (including, without limitation, any accident, bodily injury, disease or death, theft or loss of or damage to any property) from any cause whatsoever arising, directly or indirectly, out of or in connection with the Event, the Venue and/or facilities, including, without limitation, due to any negligence on the part of The Forum, its officers, employees, agents and sub-contractors.
- 11.4 Client and/ or Agent hereby unconditionally and irrevocably indemnifies the Forum and holds it, its officers, employees, agents and sub-contractors (the "Indemnitees") harmless from and against any and all claims, demands, loss, expenses, damages and liability costs, expenses arising from any cause whatsoever or incurred by any Indemnitee, as contemplated in clauses 11.1 and 11.3.
- 11.5 Should the need arise, venues previously allocated by The Forum may be re-allocated. The nature of the Event will be considered.
- 11.6 Should the Venue be damaged but remain usable, the Event may, at the sole discretion of The Forum, continue.
- 11.7 The Forum reserves the right to publicise past, current, and future events unless specifically requested not to do so by Client and/ or Agent.
- 11.8 In accordance with the provisions of section 61 of the Consumer Protection Act 68 of 2008, The Forum shall, subject to clause 11.9, only be liable for:
- a) the death of or injury to any natural person;
 - b) an illness of any natural person;
 - c) any loss of or physical damage to any movable or immovable property; and
 - d) any economic loss resulting from any harm contemplated in clause a), b) and b) above, where such harm is caused as a consequence of The Forum supplying unsafe goods to Client and/or Agent; a product failure, defect or hazard in any goods supplied by The Forum to; or inadequate instructions or warnings provided to Client pertaining to any hazard arising from or associated with the use of any goods supplied by The Forum.
- 11.9 The Forum shall not be liable for any harm contemplated in clause 11.8 above if:
- a) the unsafe product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;
 - b) the alleged unsafe product characteristic, failure, defect or hazard did not exist in the goods at the time The Forum supplied such goods to Client or was wholly attributable to compliance by The Forum with instructions provided by a party who supplied such goods to The Forum;
 - c) The Forum could not reasonably have been expected to have discovered such unsafe product characteristic, failure, defect or hazard; or
 - d) the claim for damages is brought more than 3 (three) years after the death or injury of a person contemplated in clause 11.8a); the earliest time at which a person had knowledge about an illness contemplated in 11.8b); the earliest time at which a person with an interest in any property had knowledge of about the loss or damage to that property contemplated by clause 11.8c) or the last date upon which any economic loss contemplated in clause 11.8d) was suffered.



the forum company

11.10 The Forum shall not be responsible for any loss or damage due to causes beyond its control. This includes losses sustained by the Client due to the termination of the Event by the Forum as permitted by the Contract.

11.11 Neither party is liable for indirect or consequential damages.

12 Joint and Several Liability

12.1 If Client and/or Agent is made up of more than one person, those persons shall be jointly and severally liable to The Forum in terms of the Contract.

12.2 It is the Client's and/or Agent's responsibility to ensure that they are familiar with, and comply with, the information contained in the Contract. They are also responsible for ensuring that they, and their appointed agents, contractors and service providers do not contravene any of the rules applicable to the premises where the Venue is situated and any applicable provisions of the Contract.

13 General

13.1 The Contract constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties other than those set out in the Contract are binding on the parties, including, where applicable, the Agent, and no addition to or variation of or any waiver of any right arising from the Contract shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

13.2 The Forum may cede and/or delegate any of its rights and/or obligations in terms of the Contract to a third person or appoint any sub-contractors for the performance of all its obligations under the Contract.

13.3 The Forum can refuse access to its premises or Venues. The Forum reserves the right of admission and the right to refuse access to The Forum's premises including, without limitation, Venue and/or other facilities to any person(s), at its sole discretion.

13.4 Should Client and/or Agent wish to use The Forum's name, logo or any form of The Forum's branding in advertising or promoting the Event or on invitations to Events, Client is required to send the final proof of such material to The Forum for approval prior to going to print.

13.5 If any provision of the Contract shall be held illegal or unenforceable, such provision shall be deemed severable from and shall in no way affect or impair the validity or enforceability of the remaining provisions.

13.6 These Terms and Conditions and the Contract shall be governed by and interpreted in accordance with the law of the Republic of South Africa.

13.7 Client and Agent hereby agree to the jurisdiction of the Magistrates Court where the Venue has been booked.

13.8 All City By-laws need to be adhered to in regard to event management approval from the Joint Operations Committee (JOC) and/or an Event Permit. This documentation must be provided to The Forum on the morning of the event.

op



the forum company

Accepted by:

For: **Client**

For: **The Forum**

For: **Agent**

(Signature)

(Signature)

(Signature)

Duly Authorised

Duly Authorised

Duly Authorised

(Name of signatory)

(Name of signatory)

(Name of signatory)

(Date)

(Date)

(Date)