

**EUREKA FUNCTIONS**  
**VENUE HIRE TERMS AND CONDITIONS**



WHEREAS the applicant(s) (“**the Client**”) desires to book Universal Gaze Investments T/A Eureka Functions (“**Eureka**”) as the function venue for the function, being a

[specify type of event] and whereas the parties hereto desire to record such agreement in writing;

NOW THEREFORE the parties agree as follows:

**1. INTERPRETATION**

- 1.1 It is agreed that this contract is entered into between Eureka and the Client.
- 1.2 These terms constitute the whole agreement between the parties and the due performance of the contract is subject to the terms below. The terms as set out herein will take precedence over any other terms, conditions and/or stipulations contained in any of the Client’s documentation and any agreement and/or term purporting to vary or novate the terms of this agreement, or any consensual cancellation, shall not be valid unless reduced to writing and signed by both the Client and Eureka.

**2. DEFINITIONS**

The following words or expressions shall carry the meanings assigned thereto:

- 2.1 “**Contract**” means these standard terms and conditions, together with all annexures, which is to be read together as one contract and will be considered as one document, all of which will have the effect of a legal and binding agreement between the parties. “Agreement” shall be construed accordingly.
- 2.2 “**Package**” means the entire venue hire package as selected by the Client at the completion of the quotation process, which package consists of a specific number of hours for which Eureka will be hired and the type of services provided by Eureka, including catering, décor and flower services. Such signed quotation will be annexed to this contract and will be deemed part of the Contract.
- 2.3 “**Eureka Functions**” means the Close Corporation duly registered according to the laws of the Republic of South Africa, with registration number CC 2001/015278/23 and registered place of business at Hooggelegen road, Durbanville.
- 2.4 “**Client**” means the undersigned juristic or natural person(s) herein below, their representatives, successors, assigns, agents and affiliates.

**3. PAYMENT TERMS AND DEPOSIT (BOOKING FEE)**

- 3.1 Should Eureka approve the Client’s application, a final quotation will be sent to the Client. (This final quotation replaces, supersedes, and cancels out any automatically generated online quotation the Client may have already received from the Eureka website.) Upon acceptance of the final quotation, a refundable deposit of R20 000-00 becomes due and payable by the Client immediately.
- 3.2 Should the management of Eureka agree to enter into a contract with the Client and quote the Client, such quotation is valid for 14 (fourteen) calendar days only.
- 3.3 No date and/or services will be booked and/or secured unless the deposit, as referred to in clause 3.1. above, has been paid and received in full.
- 3.4 Subject to clause 3.5., the **deposit** is refundable, subject to the deduction of any breakages and other damages from it, with the balance being refunded to the Client no later than fourteen (14) working days after the function date.
- 3.5 In the event of cancellation by the Client, the **deposit** is **not** refundable or transferable, and will be forfeited to Eureka in accordance with clause 5.1. below.
- 3.6 The remaining balance becomes due and payable on presentation of an invoice by Eureka and must be settled **no later than 14 working days prior to the date of the function**. Failure to settle the outstanding balance, will result in the function being cancelled and all monies paid being **forfeited** by the Client.
- 3.7 A final invoice with any additional costs is to be paid no later than fourteen (14) working days after the function.
- 3.8 Kindly note that all payments made, either by way of an internet and/or electronic funds transfer and/or cash, is to be free of commission and bank charges, failing which these charges are to be carried by the Client and will be added to the final account rendered by Eureka.

- 3.9 Eureka has the sole right to approve, decline or review any application for any event (which may include limitations on any particular type of event), and may also request additional information before making a decision. The decision (including, in the event of a positive outcome, the quote), which may take a couple of days, shall be final and no further correspondence entered into.
- 3.10 Adherence to Eureka's Venue Hire Terms and Conditions is confirmed upon payment of the R 20 000.00 deposit.

#### 4. VENUE USE

- 4.1 Smoking is not permitted in any of the halls or rooms (excluding the veranda). Failure to comply, could cause the Client to forfeit the deposit, and the person(s) caught smoking to be removed from Eureka property.
- 4.2 No form of Fire is permitted on Eureka Estate premises.
- 4.3 Under no circumstances will any beverages, including but not limited to alcohol, be permitted onto the premises, except for champagne & wine (when corkage has been paid) or as agreed to in writing. Failure to comply, could cause the Client to forfeit the deposit, and the person(s) caught drinking to be removed from Eureka property.
- 4.4 Outside catering will not be permitted.
- 4.5 Eureka does not provide Tasting Menu's.
- 4.6 Outside décor, flower, and lighting services are not permitted unless approved by Eureka prior to the client booking the venue.
- 4.7 Eureka has a set list of vendors and is not obligated to disclose any of their service providers to the client.
- 4.8 Once decor is confirmed (after mock consultation), a 50% deposit is due from the client to secure items.
- 4.9 Should Eureka's generator be used during the client's event due to Load Shedding, a fee of R 995.00 per hour will be charged to the client.
- 4.10 Flowers:
  - 4.10.1 Please note that, if applicable, Eureka makes use of silk flowers to enhance the look as envisioned by the client. Furthermore, Eureka makes use of oases and trays for floral arrangements. All the aforementioned items are rented to the client and remain Eureka's property.
  - 4.10.2 Under no circumstances can a specific flower variety or colour be guaranteed. If a certain flower variety or colour is unavailable, a suitable replacement will be selected by Eureka's creative team within the budget and vision.
- 4.11 Waiters: Eureka's waiters are food-service and clearing waiters who conduct water, bubbly (if any) and table wine (if any) service. They are not bar waiters, and all drinks must be obtained by the guests from the bar.
- 4.12 Bar Packages:
  - 4.12.1 The selected bar package applies to all guests, not only a select few. Should the client select the half-bar, full-bar or premium bar package, the client must pay for the total amount of guests.
  - 4.12.2 When selecting the Premium Bar, Full Bar, or Half Bar package, no corkage fee will be charged for beverages brought in that are included in the package during the applicable time. However, a corkage fee will apply to any beverages brought in that are not included in the package.
- 4.13 Eureka is situated on a working farm where changes may occur during the year as the farm needs to be maintained. Eureka will not be held liable for such changes to the farm, other than the venue structure itself.
- 4.14 Should unforeseen delays such as lengthy speeches or sudden changes occur, this will considerably influence our kitchen's efficiency, affecting the quality of your experience with us. Our chefs will be using the agreed-upon sequence of events as a guideline for all food menu preparations.
- 4.15 The setup and breakdown of Vinyl on Eureka's Property is the responsibility of the Client. A fee will be charged for the removal of any Vinyl if not removed by the Client.
- 4.15 Eureka has a minimum amount of 80 guests. Should there be less than 80 guests, the client will still be liable for payment of a minimum of 80 guests.

#### 5. CANCELLATION AND CHANGES

- 5.1 The Client may cancel this Contract at any time by giving written notice to Eureka, but in doing so shall forfeit the **deposit** and all monies paid to Eureka.
  - 5.1.1 Services already rendered upon cancellation will be payable by the client.
- 5.2 In the event of irreconcilable differences and/or misrepresentation and/or the non-disclosure and/or omission of relevant information by the Client to Eureka at the time of making application, Eureka reserves the right to cancel this contract at any time, in the event of which the Client agrees that the **responsibility and liability of** Eureka will be limited to the return of all payments received for the function package.
- 5.3 Should the Client wish to move their function date, after such date has been booked and confirmed by way of receipt of the deposit referred to in clause 3.1. above, this will be an altogether new booking and a refund of the monies paid will only be made if Eureka is able to re-book the venue on the date for another function. The refund is payable only when the replacement booking is confirmed by receipt of their deposit.
- 5.4 Eureka provides a Mock Consultation as part of the Pre-Coordination package. This Mock Consultation does **not** include flower arrangements, or any floral elements. If the client decides to not go with Eureka as a supplier after mentioned consultation, then an admin fee will be charged based on time, effort and planning invested.

- 5.5 Should the client cancel a booking within 30 days prior to the date of function, the client will be held liable for the full account of the function.
- 5.6 Eureka Estate reserves the right to adjust the prices quoted to clients by an increase of up to 10% per annum to account for factors such as inflation, changes in the cost of ingredients, labor costs, transport cost, or any other significant cost increase beyond our control. Eureka Estate will make every effort to absorb costs and minimize the impact on the client while maintaining high standards of service and quality.

**6. FORCE MAJEURE OR ACT OF GOD**

- 6.1 The due performance of this Contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In such an event, Eureka will not be liable to the Client and/or any further person in respect of any loss and/or damage of whatsoever nature caused by, or arising from any of the following circumstances:
  - 6.1.1 *Force majeure* (Acts of God);
  - 6.1.2 The loss, damage, destruction or theft of any property on the venue;
  - 6.1.3 Any act or circumstance, save for gross negligence by Eureka, causing the loss, damage, destruction, theft and such other related events of any property of the Client or their guests;
  - 6.1.4 Loss or damage resulting from or related to the use of any equipment of the venue, including but not limited to furniture, cutlery and crockery, sound equipment or technical failure thereof.
- 6.2 Covid-19 information. If the event cannot proceed due to Covid-19 regulations, the Client would be advised to move the date (12-month period). Eureka and the Client need to discuss availability of new date before the booking can proceed. The R 20 000.00 deposit will then be moved to the new date.
- 6.3 If the Client does not want to move the date, then unfortunately the R 20 000.00 deposit will be forfeited as well as all other monies paid toward the function up until this date, as well as services rendered.
- 6.4 If cancellation takes place, an admin fee of R 3000.00 will be charged together with the pre-coordination fee as per Invoice.

**7. LIMITATION OF LIABILITY & INDEMNITY**

- 7.1 Eureka in its entirety is used at the Client’s and guests’ own risk. Eureka’s members, management, employees, agents and/or service providers shall not be held liable for any injury to any person, death of any person, damage, loss, including fire or theft, of any property suffered by the Client or guests while using Eureka and its facilities. The Client expressly agrees to this and agrees to inform their guests accordingly.
- 7.2 Eureka shall not be held responsible for interruptions of services (water, electricity, sanitary services).
- 7.3 The Client agrees that they will be held responsible for any theft, breakages or damages (including such damage as caused by vomit and the like) to Eureka property, whether it is accidental or intentional, or by one of the Client’s guests. The Client agrees to be billed accordingly by Eureka.
- 7.4 ***The Client indemnifies and holds Eureka harmless against all liability, claims and expenses, including attorney’s fees, arising from Client, and/or any third parties’ use of Eureka, granted that there is no negligence on the part of Eureka.***

**8. DOMICILIUM CITANDI ET EXECUTANDI**

The term *domicilium citandi et executandi* connotes the physical address for service and delivery of documents. The parties accordingly choose as their address (*domicilium*) for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the delivery of any complaint and/or alteration to original order), the addresses as recorded herein below. Either party may by way of notice to the other party change the physical address chosen as its *domicilium citandi et executandi*.

Client <i>domicilium</i>	Eureka <i>domicilium</i>
_____	Eureka Estate _____
_____	Hooggelegen Road _____
_____	Durbanville _____
_____	7551 _____

**9. BREACH**

- 9.1 The Client agrees and acknowledges that in the event of them breaching any term or condition contained in this document, then Eureka shall, without prejudice to any other remedies which Eureka may have in law, be entitled to summarily cancel this Contract without notice to the Client; or to claim specific performance of all of the Client’s obligations, whether or not such obligations would otherwise have fallen due for performance.

9.2 Furthermore, In the event of the Client breaching any term or condition contained in this document, the Client consents to the payment of all legal costs, including the payment of collection commission and tracing agent's fees, should Eureka have to institute legal action against him and/or her, on the scale as between attorney and client.

**10. GENERAL**

- 10.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 10.2 No allocation of payments can be made to certain products and/or services and no part payment and/or set off is permitted herein.
- 10.3 No relaxation or indulgence granted to the Client by Eureka, at any time, shall be deemed to be a waiver of any of Eureka's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppels against Eureka.
- 10.4 A certificate under the hand of any authorised person of Eureka as to the existence and the amount of the Client's indebtedness to Eureka, shall be sufficient and satisfactory proof of the correctness thereof for the purpose of summary judgment or any other proceedings against the Client in arbitration and/or mediation.

**11. GOVERNING LAW**

This agreement and its termination shall be governed by and construed in accordance with the laws of the Republic of South Africa. Both Eureka and the Client agree that all legal action based on any claim arising under or out of this Agreement must be determined in accordance with South African law, and filed and prosecuted in a court of competent jurisdiction located in the Republic of South Africa and each of them hereby consents and irrevocably submits to the jurisdiction of such court in respect of all legal action or proceedings arising out of or in connection with this agreement, its implementation, interpretation and/or termination.

**12. JURISDICTION OF MAGISTRATE'S COURT**

The Client hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought in connection with this Contract, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction, without prejudice to Eureka's right to institute action in the High Court having jurisdiction.

**13. COOLING-OFF RIGHT**

Should this contract have been entered into as a result of direct marketing as defined in the Consumer Protection Act 2008, the Client attention is drawn to the rights inferred upon them in terms of section 16(3) of the Consumer Protection Act, in terms of which the Client may terminate this agreement, without reason or penalty, by written notice to Eureka after a 5 (five) day period after signature hereof, and to have any amount already paid by them in terms hereof refunded in the event of such termination.

**14. ACCEPTANCE AND ACKNOWLEDGEMENT**

The Client by signing this contract acknowledges that they have read and understood the terms and conditions and agrees to all of the above and is further familiar with all details of the selected venue hire package.

Signed at \_\_\_\_\_ [specify place] on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Client – Full Name and Signature

\_\_\_\_\_  
Client – Full Name and Signature

Signed at \_\_\_\_\_ [specify place] on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
On behalf of Eureka - Full Name and Signature  
Capacity: \_\_\_\_\_