



Short-Term Rental Contract

entered into by and between

Factory 209 (Pty) Ltd, acting on behalf of Stellenbosch University (SU),

via the SU Central Events and Conferencing Office (CECO),

with physical address, Second Floor, Langenhoven Centre, 1 De Beer Street, Stellenbosch, Western Cape,
(hereinafter "**Factory 209**")

and

Full name:		
Registration/identity number:		
VAT number:		
Physical address:		
Billing address:		
Telephone:		
Email:		
Primary contact person:	Name:	
	Cellular phone:	
	Email:	
Secondary contact person:	Name:	
	Cellular phone:	
	Email:	

(hereinafter the "**Hirer**")

The particulars of this agreement shall be as follows:

Event (Name and description)	See Annexure A
Hired Period (Dates and times)	See Annexure A
Hired Space (venue, facilities, other)	See Annexure A
Intended use (description of use for Hired Space)	See Annexure A
Maximum attendees listed per day (including participants, spectators, crew, service staff, suppliers, etc)	See Annexure A
Venue/Facility capacity	See Annexure A
Equipment and contractors (if any) (equipment/instruments and/or services which may be provided or procured by the Hirer or its own contractors as approved pursuant to the Booking Form)	See Annexure A
Additional services (third-party services procured on behalf of the Hirer by Factory 209)	See Annexure A
Minimum public liability and property cover/insurance	See Annexure A

Payment details		
Total Venue Fee (including VAT)	See Annexure A	
Deposit amount	% of Total Fee	___%
	Amount in Rand	
	% refundable	___% if cancelled ___ days before event
	Due date	
Balance of total Venue Fee due date		
Damage deposit	Amount in Rand	
	Due date	
Nominated bank account details	Account holder	Factory 209 (Pty) Ltd
	Account number	62801516652
	Name of bank	FNB
	Branch	Stellenbosch
	Reference	Event name & date
CECO Contract reference number	(for office use only)	

By signing in the space below, the Hirer confirms it has fully read, understands and irrevocably offers to enter into and be bound to the terms of the agreement set out on this/these covering page(s) (hereinafter "**Cover Page**"), the Venue Booking Application Form as submitted by the Hirer to Factory 209 (hereinafter "**Booking Form**") and the attached standard terms (hereinafter "**Standard Terms**") (collectively hereinafter "**Agreement**").

Where the Hirer is a juristic person, the individual who signs this Agreement on its behalf of the Hirer hereby agrees to bind himself or herself as surety and co-principal-debtor for the full, proper and prompt fulfilment in every respect of all the Hirer's obligations in terms of this Agreement, and to that end hereby renounces the benefits and legal exceptions of excussion and division, as acknowledging he or she understands the meaning and effect of such renunciation.

The Hirer's attention is specifically drawn to clauses that appear in bold and/or require to be separately initialed, as such clauses contain important provisions and terms that may limit the Hirer's default rights at law or require that the Hirer assume and indemnify Factory 209 against certain risks.

For: The Hirer, as defined

For: Factory 209, as defined

.....
Duly authorised

.....
Duly authorised

Name :

Name :

Capacity :
and personally as surety

Capacity :

Date :

Date :

Terms and conditions

Version date: 26 March 2020

1. Interpretation

- 1.1. The terms as defined on the Booking Form and the Cover Page shall bear the same meanings herein. The following terms shall in addition have the meanings assigned to them hereunder, namely:
- 1.1.1. **"Additional Services"** means any services to be rendered or procured by Factory 209, or its agents, on behalf of the Hirer as specified in this Agreement notwithstanding the selections in the Booking Form, if any;
- 1.1.2. **"Agreement"** means the agreement embodied on the Cover Page, the Booking Form and these Standard Terms, including all annexes to any of the foregoing;
- 1.1.3. **"Booking Form"** means the venue application booking form as submitted to Factory 209 with the intent to give rise to and forming an integral part of this Agreement;
- 1.1.4. **"Event"** means the event for which the Hired Space will be utilised in terms of this Agreement as set out on the Cover Page;
- 1.1.5. **"Event Rules"** means any rules or policies governing the Event as published by Factory 209 from time to time attached as an annexure or annexures to the rental agreement;
- 1.1.6. **"Hired Space"** means the space(s), facilities, equipment and amenities of the Venue to be made available by Factory 209 for use by the Hirer for the Hired Period, being only such space, facilities, equipment and amenities as specified on the Cover Page notwithstanding the selections in the Booking Form;
- 1.1.7. **"Hired Period"** means the booking date(s) and time(s), including the setup and clearance/strike periods, as set out on the Cover Page notwithstanding the Booking Form;
- 1.1.8. **"Intellectual Property"** means all intellectual property rights, howsoever arising and in whatever tangible or intangible media, whether or not registered, including (without limitation) copyright, database rights, patents, trade marks, registered designs, unregistered design rights, domain names, confidential information, business processes, trade secrets and any applications for the protection or registration of those rights and all renewals and extensions thereof throughout the world (if applicable);
- 1.1.9. **"Parties"** means the parties as set out in the Cover Page, and **"Party"** refers to any one of them severally;
- 1.1.10. **"Signature Date"** means the date of signature by the last Party in time to do so;
- 1.1.11. **"Service Fee"** means the fees payable by the Hirer to Factory 209 for the rendering or procuring of the Additional Services as set out on the Cover Page, excluding the Venue Fee, and may be subject to the service provider's

cancellation policies, deposits and service level agreement;

- 1.1.12. **"Venue"** has the meaning assigned thereto on the Cover Page;
- 1.1.13. **"Venue Capacity"** means the maximum number of people the Hired Space can accommodate at a particular time as set out on the Cover Pages; and
- 1.1.14. **"Venue Fee"** means the amount payable for the use of the Hired Space for the duration of the Hired Period as set out on the Cover Page, including the Service Fees and other related charges.

2. Venue and facilities

- 2.1. Factory 209 agrees to provide the Hirer with free- and undisturbed use of the Hired Space during the Hired Period for the purpose of the Event.
- 2.2. The Hired Space shall consist solely of the designated space, facilities and amenities of the Venue as set out on the Cover Page. The Hirer may have non-exclusive use and access to the ablution facilities as well as the passageways and other ordinary common space of the Venue as needed for accessing the Hired Space only.
- 2.3. The Hirer is entitled to make the Hired Space available to its participants or guests of the Event, provided that it shall remain solely responsible and liable for such persons and for ensuring they are bound by these terms and conditions insofar as they are generally binding in respect of the use of the Venue.
- 2.4. The Hirer shall observe the Event Rules and follow all other reasonable instructions and directions of Factory 209 or its authorised representatives or agents in respect of the use of the Venue and the setup for the Event as well as for vacating the premises following the Hired Period.
- 2.5. **The Hirer acknowledges and agrees that Factory 209 may itself during the Hired Period use or otherwise make available for hire to any person the space, facilities or amenities of the Venue which do not form part of the Hired Space for exclusive use, unless agreed otherwise by Factory 209 in writing.**
- 2.6. **The Hirer shall remain responsible for ensuring it has provided for all necessary equipment as well as adequate parking and other facilities and services for the Event taking into consideration the Venue Capacity, and that the Hired Space is otherwise suitable as is for the intended use. Factory 209 reserves the right to immediately cancel this Agreement with effect from the giving of a notice of cancellation where it is of the view in its reasonable discretion that the Venue, infrastructure, equipment or any other obligations under this Agreement are not sufficient to support the intended use of the Venue as set out on the Cover Page. In the event of a cancellation as aforesaid by Factory 209, the Hirer shall be entitled, as its sole recourse against Factory 209, to claim for any amounts of the Venue Fee as paid to Factory 209.**

3. Additional Services

- 3.1. **The Additional Services rendered from a third-party provider are subject to such third party's own terms and conditions, which shall be binding as between such third-party provider and the Hirer without any recourse whatsoever against Factory 209, for which the Hirer acknowledges and agrees it has fully read and understands any such terms and conditions as provided or made available with this Agreement, if any. Any third-party provider must be approved in writing by Factory 209 and Factory 209 may designate some of its own providers for these services, in its sole discretion, in accordance with Stellenbosch University policies and risk management procedures.**
- 3.2. **Factory 209 will only facilitate the procuring of the Additional Services as agent for and as binding on behalf of the Hirer, and accordingly it provides no warranties, representations or other undertakings in respect of the Additional Services and the Hirer acknowledges that any claim or action arising therefrom, shall to the maximum extent permitted by law remain exclusively as against a third-party provider concerned and indemnifies Factory 209 and its respective officers, staff and representatives against any such claim or action.**

4. Payment

- 4.1. The deposit amount, and damage deposit amount, as set out on the Cover Page shall be due and payable as stipulated on the Cover Page.
- 4.2. The Hirer agrees to pay Factory 209 the balance of the Venue Fee (if any) as set out on the Cover Page.
- 4.3. Payment shall be made in denominated South African currency together with value-added tax thereon, without any deduction, set-off or cost of transfer of funds, into the bank account of Factory 209 designated on the Cover Page.
- 4.4. Unless otherwise stated, all amounts in this Agreement are expressed as exclusive of any value-added tax.

5. Obligations of the Parties

- 5.1. Factory 209 shall make the Hired Space available for use by the Hirer and arrange for the Additional Service on behalf of the Hirer (if applicable) in accordance with and subject to this Agreement.
- 5.2. The Hirer shall remain solely responsible for the Event and all other responsibilities as organiser.
- 5.3. The Hirer shall be contactable by cellular phone for the full duration of the Hired Period and at least 12 (twelve) hours before setup and 12 (twelve) hours thereafter on the numbers provided on the Cover Page.

6. Setup and maintenance of premises

- 6.1. The Hirer may not apply or remove any fixtures or fitting or make any structural changes or any other such alteration whatsoever to the Venue, unless with the prior consent of Factory 209 in writing. Where Factory 209 may expressly permit this, the Hirer shall at its own cost be entitled to do so and

will then be responsible to restore the Venue to the full and clean condition as prior to making any such alterations or removals.

- 6.2. The Hirer may as part of the setup for the Event only move or rearrange any readily movable equipment or furniture belonging to Factory 209, or install equipment or make any temporary electrical connections or extensions as required for the Event, with the prior written permission of Factory 209 and provided always that these can be easily removed, rearranged or replaced by the Hirer following the Event by and at the cost of Hirer without any damage or alteration to the Venue in accordance with this Agreement.
- 6.3. If called upon to do so, the Hirer shall timeously and without delay prior to the Hired Period provide photographs, diagrams or copies of the intended layout for the Event and/or any goods, services, equipment, advertising, recordings or any other media in whatever form to be displayed at the event. **Factory 209 reserves the right in its sole discretion to require such changes to the intended layout for the Event or to refuse the display of any of the foregoing in the Venue or otherwise on the property of Factory 209 as it deems necessary.**
- 6.4. Any authorised member of staff or officer of Factory 209 may at any time enter into and inspect the Venue and the use thereof by the Hirer and to take such necessary measures to ensure compliance with the terms of this Agreement.
- 6.5. Any work which may be required as part of the setup for the Event shall be the responsibility of the Hirer.
- 6.6. The Hirer shall maintain the Venue in the same state and condition as it was provided, fair wear and tear excepted, and shall generally keep the Venue in a clean, tidy and sanitary condition.

7. Security and safety

- 7.1. Although it is the intention of Factory 209 to use its best endeavours to provide a safe and secure Venue, Factory 209 shall not be responsible for and held harmless against any damage or loss due to theft or destruction, unless if such damage or loss is due to gross negligence of Factory 209, its employees and representatives.
- 7.2. Factory 209 shall not be responsible for the safekeeping, storage, use or care of any property which is brought into the Venue or otherwise parked or brought onto the premises of Factory 209 at such person's own risk.

8. Electricity

- 8.1. Factory 209 or a third party designated by Factory 209 will be responsible for supplying safe and sufficient electricity to the Venue and may be subject to a Service Fee.
- 8.2. If the Hirer erects or needs to make use of any electrical equipment or needs to make any temporary electrical installations, extensions or connections it shall require the prior approval by Factory 209 in writing, provided it shall at all times make use of a suitably qualified electrician as directed by or otherwise to the satisfaction of Factory 209 and must obtain and provide to Factory 209 upon

- request an electrical compliance certificate issued by an authorised electrician, if applicable.
- 8.3. If the Hirer wishes to procure the installation of emergency generators, it shall do so at its own cost by and with certification of a qualified and accredited electrician as requiring the same permission and on the same basis as aforesaid in this clause 8 or otherwise in terms of this Agreement. Such emergency generators as may be approved must make available a sufficient electricity supply so as to operate the infrastructure of the Venue, having regard to the intended use as set out on the Cover Page.

9. Responsibilities of Hirer

- 9.1. The Venue will be readied by the Hirer for the Hired Period during the hours provided for on the Cover Page.
- 9.2. Unless otherwise agreed, the Hirer will, at the conclusion of the Hired Period, clean and restore the Venue and any equipment forming part of the Hired Space to the same condition and place as prior to taking possession and/or its use for the Event, fair wear and tear excepted.
- 9.3. The Hirer shall be responsible to ensure the Venue is vacated and restored to the Hirer upon the conclusion of the Hired Period.

10. Marketing and publicity

- 10.1. The Hirer may take or permit the taking of photographs, audio and film recordings of and at the Venue during the Event for personal non-commercial use by the Hirer and/or the attendees at the Event, subject to the rights of any third parties or performers therein. The prior consent of Factory 209 in writing is required where any photographs, filming and/or recording may be broadcast or communicated to the public, whether for marketing or any commercial purpose.
- 10.2. Where Factory 209 may expressly permit such use, it may as directed be required to acknowledge in any such marketing Factory 209 or any of its designated departments/divisions and include in or combine with the photographs or recordings any logos or text in such format and size as provided or specified by Factory 209.

11. Intellectual property, signage and media

- 11.1. All right, title and interest in the Intellectual Property of each Party shall at all times remain their sole and exclusive property.
- 11.2. Subject to prior approval of Factory 209 in writing, the Hirer may at its own cost place approved signboards, banners or similar notices at or around the Venue to guide attendees to the Event, provided such signboards or notices are not affixed to any structure and are easily removable without any damage or alteration to the Venue, its surroundings or the premises of Factory 209
- 11.3. The Hirer shall, as a material term and warranty of this Agreement, be solely responsible for any media, advertising, banners, publications, recordings or displays and the content thereof as being lawful and ensuring the publication thereof does not infringe or violate any third party's rights.

- 11.4. Copyright infringement: the client must declare the performance or event and pay any fees associated to SAMRO or applicable associations and provide proof thereof to Factory 209 within 7 (seven) calendar days prior to the commencement of the Hired Period.

11.5. The use of Stellenbosch University trademarks can only be used in relation to the Event with written permission from SU via Factory 209, and is not automatically included as part of this Agreement.

12. Legal compliance

- 12.1. The Parties record and agree that it is their intention for this Agreement to be executed in a lawful manner.
- 12.2. The Hirer will observe all laws and regulations which may apply to the Event and the use of the Venue, including (without limitation):
- 12.2.1. any rules, procedures and bylaws as laid down by the local municipality or any other provincial authorities in respect of the staging of an event or for organising and hosting any display, exhibition or similar public event;
- 12.2.2. to ensure the intended layout for the Event, the Venue Capacity and all required emergency procedures are in place to meet and comply with all fire and health and safety legislation; and
- 12.2.3. to be registered or hold all necessary licences, permissions and consents and to have made or published or required notices and applications and otherwise to have complied and observed all protocols and laws applicable to the Hirer in terms of this Agreement and its intended use of the Venue, including (without limitation) in respect of any media, performance, music, records or other works as being used by the Hirer.
- 12.3. Without detracting from the generality of the foregoing, the Hirer shall as material term and warranty of this Agreement be solely responsible for being registered and fully licenced for the sale, distribution and/or consumption of liquor or any alcoholic beverages at or around the Venue to the extent this may be required.
- 12.4. **Without limitation to any other rights or remedies available at law, Factory 209 reserves the right to do all such things and take such action as it deems necessary or appropriate to comply with applicable laws and/or to protect and defend its rights and interests.**

13. Limitation of liability and indemnification

- 13.1. **The Hired Space and any Additional Services (if applicable) are provided on a voetstoofs ("as is") basis and are used by the Hirer at its own risk.**
- 13.2. **The Hirer shall be solely responsible for the Event and its own and any hired equipment or property used or brought in or around the Venue, including for any loss, damage or other claims that may be caused or arise therefrom or resulting or arising on the premises of Factory 209 whatsoever.**
- 13.3. **To the maximum extent permitted by law, the Hirer assumes full responsibility and indemnifies Factory 209 and all of its officers, employees, affiliates and agents (hereafter "Indemnified Parties") against:-**

- 13.3.1. **any claim by any person for any loss, injury, disease, illness or liability whatsoever and howsoever arising from the use of the Venue or as occurring as part of or as result of any behaviour by any persons during the Event or otherwise on the property of Factory 209; and**
- 13.3.2. **any damage or destruction to the Venue or any other property or equipment of Factory 209 caused directly or indirectly by the Hirer or any participant or guest of, or otherwise arising from any behaviour of persons at, the Event or as part of the use of the Venue in terms of this Agreement.**
- 13.4. **Notwithstanding and without limiting the foregoing, it is agreed between the Parties that if a court of competent jurisdiction should find any Indemnified Parties liable under this Agreement, such liability shall not exceed the amount of the Venue Fee and/or Service Fee as actually paid by the Hirer.**
- 13.5. **Should any claim, fine, penalty or action be instituted against the Indemnified Parties by any government body, regulator or any other third party in connection with the use of the Venue by the Hirer or otherwise arising from any arising from a breach of any material term of this Agreement, the Hirer shall if called upon to do so, provide suitable security to be held in trust by the attorneys acting for Factory 209 to cover the sum claimed and the costs of defending such action, if applicable.**

14. Insurance

- 14.1. The Hirer shall be responsible at its cost to take out and maintain for the Hired Period suitable public liability insurance and property cover against damage to the Venue with a reputable insurer acceptable to Factory 209 so as to cover the Event and/or the use of the Venue in terms of this Agreement as set out in the Cover Page for any occurrence in respect of or in connection with this Agreement or which may otherwise arise or result herefrom on the premises of Factory 209.
- 14.2. The Hirer shall within 7 (seven) calendar days prior to the Hired Period provide a letter or certificate detailing the insurance cover with a suitable endorsement to the satisfaction of Factory 209 as noting the interest of Factory 209 under the policy. Where Factory 209 has not received such a confirmation to its satisfaction within the aforesaid period, it shall be entitled (without prejudice to any other rights or remedies herein or at law) to immediately upon notice in writing to cancel this Agreement with effect from the giving of such notice.

15. Breach and termination

- 15.1. If the Hirer:
- 15.1.1. breaches any provision of this Agreement and remains in breach for 5 (five) days after Factory 209 has given written notice to rectify the breach; or
- 15.1.2. fails to make payment once due and payable or breaches any other material term or warranty set out in this Agreement that is not capable of remedy; or

- 15.1.3. repudiates this Agreement by acting in a manner that reasonably evidences the intent not to comply with the terms of this Agreement,
- then the other Party shall be entitled without prejudice to any other rights or remedies which such Party may have in law or otherwise (including the right to claim damages) to sue for the immediate specific performance of any of obligations under this Agreement or to cancel this Agreement, which cancellation shall take effect on the giving of the notice of cancellation.
- 15.2. **For while the Hirer is in arrears or otherwise in breach of any of the terms of this Agreement, Factory 209 may, without prejudice to any of its other rights or remedies in this Agreement or at law, suspend or revoke access to the Venue without any recourse by the Hirer until it has rectified such breach.**
- 15.3. **In the event that Factory 209 breaches this Agreement, or should there be any defect or failure in relation to the Additional Services, the Hirer shall timeously provide reasonable notice in writing to Factory 209 of such breach or failure and thereafter cooperate fully and promptly for Factory 209 to take all reasonable and commercially expedient measures to rectify such breach, failing which the Hirer's sole remedy shall be for a refund or reduction in the Venue Fee and/or Service Fee, as the case may, in proportion to the unavailable portion of the Hired Space or failed Additional Services, as the case may be.**
- 15.4. **Factory 209 may at any time within 7 (seven) calendar days) prior to the commencement of the Hired Period cancel this Agreement with immediate effect from the giving of a cancellation notice in writing on a no-fault basis for whatsoever reason, and without being obliged to give such reasons to the Hirer, provided in such event it shall fully refund all amounts as actually paid by the Hirer.**
- 15.5. Termination of this Agreement for any reason whatsoever shall not affect the Hirer's obligation to make payment of any amount which was already due and payable at such time.
- 15.6. **In the event of a cancellation of this Agreement prior to the Hired Period for any reason apart from a breach by Factory 209, the Hirer shall forfeit any deposit or other amounts as already paid to Factory 209 as liquidated claim as a reasonable pre-estimate of damages unless provided otherwise by the Hirer. The availability of claim for liquidated damages shall not preclude Factory 209 from electing to pursue a claim for damages or any other rights or remedy at law in lieu of such forfeited amount.**
- 15.7. Any overdue payments shall attract interest at 2% (two per cent) above the publicly quoted annual prime overdraft lending rate from time to time, calculated daily and compounded monthly in arrears. Any written confirmation of such by a branch manager of any registered bank, who shall be deemed to be acting as expert and not as arbitrator, shall constitute conclusive evidence unless proven otherwise (i.e. *prima facie* proof).

- 15.8. Should Factory 209 instruct attorneys to take any steps to enforce any rights in terms of this Agreement arising from a breach, then the Hirer shall upon a successful claim by Factory 209 be liable for all legal and incidental costs, including legal fees on the attorney and own client scale, collection commission and tracing charges.

16. Force majeure and substitute performance

- 16.1. **Factory 209 shall not be liable in respect of non-performance of any obligation under this Agreement to the extent that such non-performance is the result of an impediment or circumstances beyond its reasonable control or where such event could not have been reasonably foreseen by Factory 209 at the time of entering into this Agreement and avoided or overcome in the ordinary and normal course, including (without limitation) as result of any failure whatsoever in the services of a third-party provider in respect of which this Agreement is dependent.**
- 16.2. **Factory 209 may on the occurrence of a force majeure event as aforesaid, or otherwise at any time should it become necessary on any reasonable grounds in its discretion, to provide a suitable alternate venue and space in lieu of the Venue and Hired Space for purposes of this Agreement, having regard to the Event and intended use as set out on the Cover Page and acting in good faith. Notwithstanding anything to the contrary herein, provided such alternate venue is reasonably suitable for the Event and intended purpose, the Hirer shall be obliged to accept such new venue and space as a satisfactory substitute performance for purposes of and in lieu of providing the specific Hired Space in accordance with this Agreement.**
- 16.3. **Where Factory 209 is unable to provide a suitable alternate venue and space as substitute performance as provided in this clause or if the Hirer is otherwise successful in any dispute arising herefrom, the Hirer shall be entitled as sole recourse for any such breach arising as contemplated in terms of this clause for a remission and refund of any amounts as actually paid under this Agreement in respect of and in proportion to the extent of the failure by Factory 209 and the period in which such breach occurred.**

17. General

- 17.1. **Notices.** The address and contact details provided by the Parties on the Cover Page are the chosen address for all notices and the service of process for all purposes under or in terms of this Agreement. Any communication as required or permitted in terms of this Agreement shall be valid and effective only if in writing (including where transmitted by way of electronic communication).
- 17.2. **Assignment.** The Hirer shall not be entitled to assign any right or obligation in terms of this Agreement to any person or entity without the prior written consent of Factory 209, including to

sublet or make available for hire to any person the use of the Hired Space.

- 17.3. **Applicable law.** The Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.
- 17.4. **Jurisdiction.** The Parties agree that the Magistrate's Court shall have jurisdiction to hear any disputes that may arise from this Agreement which would otherwise be beyond its jurisdiction. Where a Magistrate's Court has no jurisdiction over either of the Parties, the High Court of South Africa, Western Cape Division, shall have non-exclusive jurisdiction to hear any such matter.
- 17.5. **Independent contractors.** The Parties agree and acknowledge that the relationship between the Parties is that of independent contractors. No Party shall be entitled to act for, represent or enter into any legally binding document on behalf of the other, save as expressly provided in this Agreement.
- 17.6. **Third-party rights.** Any rights or entitlements as generally granted by the Hirer to Factory 209 and its officers, employees, representatives and agents shall be deemed to have been accepted as from the date of signature of last signature of this Agreement.
- 17.7. **Whole agreement.** This Agreement constitutes the whole agreement between the Parties and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 17.8. **Variation.** No addition, change or supersession of this Agreement, consensual cancellation or novation, nor any waiver of any right or claim arising from this Agreement, shall be of any force or effect unless reduced to writing and signed by all the Parties with a wet-ink signature
- 17.9. **Relaxation.** No failure on the part of any Party to enforce its rights shall in any circumstances be construed as a consent, election, limitation or waiver of rights by such Party.
- 17.10. **Authority to sign and surety.** The person signing this Agreement on behalf of any one of the Parties expressly warrants his or her authority to do so, and where the Hirer is a juristic person, agrees to bind himself or herself as surety and co-principal debtor for the performance and obligations of the Hirer.

Annexure A – Quote

Annexure B – Venue/facility rules