



SPAANYARD KIDS PARTY VENUE & PARTY HIRE 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 to the lessee the venue known as Spaanyard Kids Party Venue, a portion of plot 25 Jubilee Road, Honeydew and any additional equipment as specified in 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

The lessee agrees to hire the venue for duration of three hours for the purposes of a children's birthday party. The lessee has indicated on the Booking Form whether the morning or afternoon three hour period is required. The lessee may access the venue one hour before the start of the party to set up and agrees to clear the venue within one hour of the party ending. Extended party time can be agreed no less than one week prior to the party and at an agreed rate to be paid prior to the start of the party.

4. Deposit

The lessee agrees to pay a 50% non-refundable deposit in order to confirm the booking. Bookings are accepted on a first come, first served basis. Enquiries will be held for seven days pending receipt of Booking Form and deposit.

5. Balance Payment

The lessee agrees to pay the Manager the balance payment in cash on the day of the party and prior to the commencement of the party. The lessor reserves the right to postpone the start of the party should the balance payment not be made.

6. Use of 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 responsibility for the failure or success of any event related to the equipment and will not be held liable for any injury or damages as a result of the correct or incorrect use of the equipment.

Furthermore the lessee agrees that no children or other persons shall be permitted to operate any equipment. In the case of the swing carousel, no children older than 12 or adults are permitted to use the equipment.

Any children or adult guests of the lessee who refuses to obey 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 damages or loss of and to equipment are for the lessee's account.

7. Indemnity

The management and staff of the Spaanyard accept responsibility for any loss or injury arising from the use of equipment at the venue. Use of the venue and equipment is entire at own risk.

The responsibility of the safety of each child remains with the parent or guardian. Children may only make use of the venue and equipment with the permission of their parent or guardian. The lessor is indemnified of any and all claims which may arise as a result of injury, loss or death.

Farm animals can bite, kick and hurt and 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 of whatever nature not contained in this agreement have been made or agreed.

9. Waiver

No relaxation or indulgence granted by the lessor to the hirer shall in any way prejudice the lessor or be deemed to waive the lessor's 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 this agreement.

11. Legal Costs

The lessee agrees to pay the lessor's costs on the scale as between attorney and client in the event of the lessor instituting legal action against the lessee as a consequence of the lessee's breach of this agreement.

By signing this form, the lessee agrees to the conditions herein and I read and understood same:

LESSEE:

FULL NAME & SURNAME

SIGNATURE

CONTACT NUMBER

ID NUMBER

Spaanyard Kids Party Venue

Plot 25 Jubilee Road, Honeydew

Contact Shawn on 082 869 2385

spaanyard@gmail.com

