

1. INTRODUCTION

- 1.1. The **Host** is the Owner or duly authorised Agent of the Location which has been listed on the EverySPACE Platform.
- 1.2. The **Renter** wishes to rent the Location from the Host for the purposes of hosting an Event or function on a specific date or over a certain period of time as specified in this [Booking Agreement](#) and/or Schedule.
- 1.3. The Host wishes to lease to the Renter the Location and grant the rights herein subject to the terms and conditions of this Agreement.
- 1.4. EverySPACE has provided the EverySPACE Platform, for the use of both the Renter and the Host. For the avoidance of doubt, EverySPACE is not an agent of either the Renter or the Host, and has no obligations to either Party other than as set out in this Agreement or the EverySPACE Platform Terms. Prior to the commencement of any Event, the Renter will be required to acknowledge acceptance of the Fees charged by the Host for the Location and the Terms and Conditions as set out hereunder and on the EverySPACE Platform. The Renter will further be required to make the required payments via the EverySPACE Platform for such booking of the Location from the Host.
- 1.5. The Parties attention is drawn to the terms and conditions set out in this Agreement and attached Schedule because they are important and should be carefully noted.
- 1.6. Nothing in this Agreement is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Host or Renter in terms of the Consumer Protection Act.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless inconsistent with or otherwise indicated by the context the following words and expressions shall bear the following meanings –
 - 2.1.1. “**Agent**” means, if applicable, the party specified in the Schedule attached hereto;
 - 2.1.2. “**Agreement**” means the terms and conditions as set out herein, read together with the Schedule and the Appendices hereto;
 - 2.1.3. “**Appendices**” means the appendices, which are annexed hereto and form part of this Agreement;
 - 2.1.4. “**Areas of Use**” means the areas of use referred to in the Schedule and on the EverySPACE Platform;
 - 2.1.5. “**Authorised Person**” means the person or persons authorised by the Renter from time to time and as specified in the Schedule;
 - 2.1.6. “**Business Day**” means any day that is not a Saturday, Sunday or South African Public Holiday;
 - 2.1.7. “**Cancellation Refund**” means the refund amount payable to the Renter in the circumstances that this Agreement is cancelled early, as set out in clause 10.3 and 12 hereof;
 - 2.1.8. “**Commencement Date**” means the date specified in the Schedule attached hereto;
 - 2.1.9. “**Confidential Information**” means confidential information as defined in the Social Media Policy annexed to this Agreement.
 - 2.1.10. “**Effective Date**” means the date as specified in the Schedule attached hereto;
 - 2.1.11. “**Fee**” shall be the total amount payable by the Renter to the Host for the use of the Location, based on the number of days of use of the Location at the specific fee rates;

- 2.1.12. "**Event**" means an event or function on a specific date or period of time, including but not limited to weddings, celebrations (such as birthdays and anniversaries and meetings), that will be held on the Premises;
- 2.1.13. "**Everyspace**" means Everyspace (Pty) Ltd, a company duly registered in accordance with the laws of the Republic of South Africa;
- 2.1.14. "**Everyspace Fee**" means the fees, together with the VAT thereon, charged by Everyspace from the Host and the Renter in accordance with the Everyspace Platform Terms;
- 2.1.15. "**Everyspace Platform**" means the online platform, owned and operated by Everyspace, on which the Location has been registered by the Host;
- 2.1.16. "**Everyspace Platform Terms**" means the terms and conditions of agreement governing the use by the Host and the Renter of the Everyspace Platform, as set out in both the Everyspace terms of use and terms of service as found on the Everyspace Platform;
- 2.1.17. "**Force Majeure**" means an event beyond the control of the party concerned, that is not caused by the fault of such party and could not reasonably have been foreseen by it, that renders such party unable to perform its obligations in terms of this Agreement and such events shall include, but not be limited to fire, flood, storm, lightning or any natural disaster, civil disturbance, explosion, power failure, rolling blackouts or reduction of power supply, acts, water restrictions, orders or regulations of any governmental or regulatory authority, agency or department, lack or shortage of materials or inability to procure equipment and material; war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, criminal action, theft or vandalism; strikes, lock-outs and labour disputes causing cessation (whether complete or partial) of work, interruption or slow-down of work, whether of the party concerned or the service provider of such party
- 2.1.18. "**Host**" means the Owner or Agent of the Location as specified in the Schedule attached hereto;
- 2.1.19. "**Insured Amount**" means the insured amount specified in the Schedule as taken out by the Renter;
- 2.1.20. "**Location**" means the premises specified in the Schedule and as described and displayed on the Everyspace Platform;
- 2.1.21. "**Location Reference**" means the description photos and other relevant information that explain and describe the Location which is to be completed on the Everyspace Platform;
- "**Material Breach**" means a material breach by the Host, including, but not limited to:
- 2.1.21.1. failure to provide the Renter with access or use of the Location as required in terms of this Agreement;
- 2.1.21.2. failure to act in accordance with the terms of this Agreement;
- 2.1.21.3. physical violence by the Host or any of its employees and or representatives against any person on the Location;
- 2.1.21.4. failure to ensure that restrictions in respect of the use of the Location are adhered to by the Renter and its/his/her guests, staff, employees or service providers, as set out in the Special Conditions in the Schedule or as advised by the Host in relation to the Event, including, but not limited to the internal security and evacuation procedure; or
- 2.1.21.5. racial, sexual or other harassment of any employee or contractor of the Renter, any employee of the Host, or individual that the Host is dealing with in the course of the lease/use of the Location or breach of the terms of the Sexual Harassment Policy;

- 2.1.22. **“Other Fees”** means the other fees which are payable by the Renter, as set out in the Schedule;
- 2.1.23. **“Owner”** means the party specified in the Schedule;
- 2.1.24. **“Parties”** or **“Party”** means the Party or Parties to this Agreement (i.e. the Host and Renter) and a reference to a “Party” shall be a reference to either one of them as so determined by context;
- 2.1.25. **“Period of Use”** means the period from the Commencement Date to the Termination Date as specified in the Schedule attached hereto;
- 2.1.26. **“Preparation Dates”** means the dates specified in the Schedule;
- 2.1.27. **“Renter”** the party that rents the Location from the Host for the Period of Use as specified in the Schedule;
- 2.1.28. **“Rights”** means the rights granted by the Host to the Renter and its lawful assignees in terms of this Agreement;
- 2.1.29. **“SARS”** means the South African Revenue Services;
- 2.1.30. **“Schedule”** means the schedule as reflected on EverySPACE prior to making the offer by the Renter to the Host;
- 2.1.31. **“Sexual Harassment Policy”** means the sexual harassment policy as provided as part of this Agreement;
- 2.1.32. **“Social Media Policy”** means the social media policy which is attached as provided as part of this Agreement;
- 2.1.33. **“Special Conditions”** means the special conditions specified by the Host in the Schedule;
- 2.1.34. **“Termination Date”** means the date on which the Renter will stop renting the Location from the Host as confirmed on the Schedule **“Utilities/Additional Areas”** means the utilities and additional areas specified in the Schedule;
- 2.1.35. **“VAT”** means value-added tax payable in terms of the VAT Act; and
- 2.1.36. **“VAT Act”** means the Value Added Tax Act No 89 of 1991 (as amended) or its successor
- Words importing the singular shall include the plural and vice versa.
- 2.2. The definitions of the EverySPACE Terms of Services shall apply accordingly;
- 2.3. Words importing natural persons include legal persons and partnerships and vice versa and words importing one gender include all other genders.
- 2.4. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.5. Any reference to statute is to that statute as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.7. The clause headings in this Agreement have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Agreement.
- 2.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.
- 2.9. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.

- 2.10. The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.11. Expressions defined in this Agreement shall bear the same meanings in any Appendices hereto which does not contain its own definitions.

3. CONSUMER PROTECTION ACT

Should the Consumer Protection Act apply to this Agreement:

- 3.1. The Renter confirms that this lease did not come about as a result of direct marketing by the Host, but that the Agreement has been concluded as a result of negotiations between the parties after the Renter was provided sufficient time and opportunity to receive and comprehend the nature and effect of all the provisions of this Agreement.
- 3.2. **The Renter specifically acknowledges that the provisions of this Agreement highlighted in bold have been drawn to the attention of the Renter, which contains provisions which:**
- 3.2.1. Limit the risk of the Host and EverySPACE;**
 - 3.2.2. Constitute an assumption of risk or liability on the part of the Renter;**
 - 3.2.3. Impose an obligation on the Renter to indemnify the Host and/or EverySPACE; and/or**
 - 3.2.4. Constitute an acknowledgment of facts by the Renter**

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement shall commence on the Commencement Date and shall endure for the Period of Use, unless terminated earlier or extended pursuant to the terms of this Agreement.
- 4.2. Subject to the availability of the Location and consent of the Host (not to be unreasonably withheld), the Period of Use may be extended, changed or the Commencement Date changed by the Renter, if there are Force Majeure or delays due to unforeseen circumstances, on terms and conditions no more onerous than those set out in this Agreement. The Renter agrees to leave the Location no later than the Termination Date or at such other time as agreed to between the Renter and the Host. If the Renter stays past the agreed upon Termination Date without the Host's written agreement, the Renter no longer has a right to use or stay in the Location and the Host shall be entitled to use lawful means to force the Renter and/or its guest(s) to leave the Location. Any time spent past the Termination Date will result in additional charges and costs, which the Host and/or EverySPACE may charge the Renter accordingly.
- 4.3. Any intended or proposed changes or extensions to the Period of Use, as per clause 3.2 above, will need to be made through the EverySPACE Platform and accepted by the Host before same are bound by the terms of this Agreement. These changes or extensions will furthermore be subject to the cancellation provisions and Cancellation Refund, as set out in this Agreement.
- 4.4. The Host may, subject to Applicable Law, terminate an Event or Confirmed Booking at any time and without advance notice or repayment of any Rental Fees to a Renter if the Host determine that (i) a Renter has materially misrepresented the proposed Event or Booking; (ii) the Event as actually planned or undertaken is not in compliance with the originally proposed Booking or the terms of the EverySPACE Terms of Services; (iii) permitting the Booking to continue would endanger the safety or security of the Location and occupiers or visitors to the Location; or (iv) the Booking creates an unreasonable noise, odour, nuisance, or otherwise disturbs the quiet enjoyment of the Location.

5. FEES

- 5.1. In full and final consideration for the rights granted in this Agreement and use of the Location (sufficiency of which is hereby acknowledged by the Host), the Renter agrees to pay the Host the Fees as set out in the Schedule.
- 5.2. Host acknowledges and confirms that the Fee constitutes adequate and sufficient consideration for any reasonable inconvenience that may be caused by Renter's Event on and around the Location and Authorised Areas.
- 5.3. The Renter may be requested by the Host to pay the host a deposit before the Commencement Date via EverySpace. Any such deposit may be used by the Host, either in part or in total, to redeem any amount which becomes payable by the Renter to the Host in terms of the provisions of this Agreement at any stage during this Agreement or after the expiry thereof.
- 5.4. On expiration or termination of this Agreement, the Host may apply, without prejudice to any other right under this Agreement, the deposit towards the payment of all amounts for which the Renter is liable under this Agreement, such as the reasonable cost of repairing damage to the Location during the Period of Use. The balance of the deposit, if any, must be refunded to the Renter by the Host not later than 14 (Fourteen) days of restoration of the Location to the Host.
- 5.5. Renter agrees to pay the Host such additional fees or charges as may be required by the Host and as set out in the Schedule ("Other Fees").
- 5.6. The Parties acknowledge that the payment of all Fees is managed by EverySpace, as the payment agent, through the EverySpace Platform and in accordance with the EverySpace Terms. Accordingly, any refunds of Fees or additional Fees to be paid for extended use of the Location, will be processed by the relevant Party on the EverySpace Platform.

6. ACCESS TO LOCATION

- 6.1. The Host hereby agrees to permit the Renter and its guests and/or its third party service providers (all of whom are included in the term "Renter" for purposes of entry upon and uses of the Location) to use the Location, which shall be deemed to include both the real and personal property, all names, verbiage, address, trademarks, logos, displays and signs located in or around the Location, the interiors, exteriors and any identifying features of the Location, subject to the Host's Special Conditions.
- 6.2. The Host hereby agrees to permit the Renter to enter and access the Location and bring onto the Location all equipment or material required by for the purposes of the Event.;
- 6.3. The Renter will ensure that the total number of guests and/or third party service providers at the Location at any point in time does not exceed the number permitted by the Host and set out in the Schedule.
- 6.4. The access herein granted shall be exclusive to the Renter for the Period of Use, as may be extended pursuant to the terms herein.
- 6.5. When the Renter books the Location, the Renter is provided a license to enter, occupy, and use the Location only as described in the Confirmed Booking and confirmed by the Host, subject to the Terms of Services and this Agreement. A Confirmed Booking does not provide the Renter a lease or access or use of the Location beyond the specified time and description. Hosts retain the right to re-enter the Location in accordance with this Agreement.
- 6.6. The Renter is required to ensure that all attendees/guests/third party service providers meet any requirements set by the Host for the Location or Event, and are made aware of and agree to any terms, conditions, rules, policies, or restrictions set by Host. The Renter agrees that he/she/it is responsible for ensuring that all minors are accompanied by an adult responsible for them and that you are legally authorised to act on behalf of any minor guests

7. USE OF LOCATION

- 7.1. The Renter shall be entitled to alter or rearrange any movable property and/or furnishings on the Location, as applicable and in accordance with the Host Confirmed Booking (if any).
- 7.2. The Renter (including the Renter's third party service providers) shall not be entitled to affect any structural changes to the Location.
- 7.3. The Renter shall coordinate the timely setup or breakdown of the Event.
- 7.4. The Renter shall comply with Applicable Laws including acquiring any required licenses or permits for the Event, hiring security personnel for larger Events, legal mandates, as may be prescribed by government (i.e. COVID regulations) or limiting noise to certain times of the day.
- 7.5. The Renter shall, for the duration of the Event, protect the Location and not damage the Location in any manner whatsoever.
- 7.6. The Renter will ensure that the Location shall be left, as far as reasonably possible, in substantially the same condition that it was found, fair wear, tear and use expected.
- 7.7. The Renter will ensure that all rubbish is removed from the Location before the Renter vacates the Location. A reasonable cleaning fee will be charged against the Renter's account with EverySPACE if the Location is not cleaned to the Hosts satisfaction, which satisfaction will not be unreasonably withheld.

8. RESTRICTED ACTIVITIES AND ACCESS

- 8.1. The Host agrees that throughout the Period of Use every reasonable effort will be made, subject to operational requirements, to ensure that no activities that would affect/destroy or restrict access to the Location which the Renter has contracted to use, will be carried out or permitted by the Host.
- 8.2. Unless otherwise agreed to under this Agreement, the Host will not permit any other person to access the Location without prior written consent of the Authorised Person as the Renter has exclusive use of the Location during the Period of Use.
- 8.3. The Host hereby grants Renter full authority (for the duration of the Period of Use) to act in conjunction with and/or on behalf of and in the name of the Host to expel from the Location any individual not authorised to be present on the Location by either Renter or the Host.
- 8.4. No alcoholic beverage may be sold on the Location unless the Renter has a license agreement or has appointed a third party service provider with the necessary license.
- 8.5. The Renter shall make every effort to ensure that alcoholic beverages that may be made available on the Location are not offered, sold, served, or delivered to anyone who is under the legal age.

9. FORCE MAJEURE

- 9.1. Where Renter cannot use the Location or a material part of the Location by reason of an event of Force Majeure the Renter shall be entitled to postpone the Event to a later date that the Location is available or immediately cancel this Agreement through the EverySPACE Platform.
- 9.2. The Renter shall have the right to use the Location for so many days as were lost as a result of the event of Force Majeure at a later date to be agreed between the Parties. These new dates must be booked through the EverySPACE Platform within a period of 30 (thirty) days from the event of Force Majeure. Should the Renter fail to do so within the required period of time, the Renter will lose the right to reclaim the lost days without further Fee.
- 9.3. In order to ensure that any additional days booked as a result of Force Majeure do not incur a further Fee, the Parties must immediately notify EverySPACE in writing of the occurrence of an event

of Force Majeure and advise EverySPACE of when the Parties have agreed to make up the lost days, so that EverySPACE can amend the Period of Use on the EverySPACE Platform accordingly.

9.4. Where the Renter elects to immediately cancel this Agreement, prior to the Commencement Date, as a result of an event of Force Majeure, then the Renter shall be entitled to a refund as follows:

9.4.1. the Renter will not be liable for payment for any days during the Period of Use for which it was unable to use the Location as a result of Force Majeure. All Fees paid by the Renter, excluding the EverySPACE Fee, for such lost days will be refunded to the Renter by the Host.

9.5. In the event of cancellation as a result of Force Majeure neither EverySPACE, the Host nor the Renter will be liable to each other for any consequential damage or loss suffered in respect of such cancellation.

9.6. The Parties acknowledge that all changes made to the Period of Use in terms of this clause 8 must be made on the EverySPACE Platform through the processes provided.

10. EARLY CANCELLATION

Cancellation by Renter:

10.1. Should the Renter elect, at any time prior to or during the Period of Use, not to use or continue to use the Location for its Event (which Renter shall have the right to do), the Renter will effect such cancellation on the EverySPACE Platform.

10.2. Where this Agreement is cancelled early by the Renter at its own election, the Renter will be entitled to the Cancellation Refund as follows:

10.2.1. if such cancellation is effected more than 48 (forty eight) hours prior to Commencement Date, the Renter shall be entitled to a refund of 50% (fifty percent) of the Fee, less the EverySPACE Fee, which will be refunded within 7 (seven) days from the cancellation, and thereafter the Parties shall be released from any and all of their respective obligations hereunder;

10.2.2. if such cancellation is effected less than 48 (forty eight) hours prior to the Commencement Date, the Renter shall not be entitled to any refund of the Fee.

Cancellation by Host:

10.3. Should the Host elect, at any time prior to or during the Period of Use, to cancel this Agreement, the Host will effect such cancellation on the EverySPACE Platform and will not be entitled to receive the Fee or any part thereof.

10.4. Where this Agreement is cancelled by the Host at its own election, less than 30 (thirty) days from the Commencement Date, the Host will be liable to the Renter for an amount equal to the Fee. The Host will furthermore be subject to the cancellation penalties set out in the EverySPACE Platform Terms.

General:

10.5. EverySPACE shall not be liable to the Host or the Renter for any loss, expenses incurred or damages arising from the early cancellation of this Agreement. Furthermore, the Renter shall not be liable to the Host for any consequential damages or loss suffered as a result of early cancellation.

10.6. In any event, in the circumstances of early cancellation, the Renter shall not be liable to the Host for any consequential damage or loss suffered in respect of such early cancellation.

11. LOCATION REFERENCE AND RELEASE OF CLAIMS

- 11.1. The Renter and Host agree to jointly inspect the Location prior to the Commencement Date, in order to provide a list of any defects/marks/damage that pre-existed which shall not be considered as matters to be repaired or replaced in terms of this clause. The Renter and the Host shall again jointly inspect the Location within 3 (three) days of the Renter vacating the Location, in order to determine whether the Renter has caused any damages to the Location (fair wear, tear and use excepted), after which the Host will submit a detailed list of all Location damage for which Host claims Renter is responsible.
- 11.2. Unless Host notifies Renter in writing of any damages to the Location and/or restoration not completed as required under this Agreement, and/or any other claim concerning Renter's use of the Location, within 3 (three) business days after the date on which the Renter vacates the Location, Host shall be deemed to have waived any claim against Renter concerning the use of the Location, damage to the Location, and/or the restoration of the Location and to have released Renter from any and all obligations relating to the Location.
- 11.3. Provided that Renter timely receives a written list of claimed damage, Renter shall repair any actual and verifiable damage to the Location directly caused by Renter's use thereof (or shall arrange for the repairs to be made by contractors selected by the Renter), provided, however, that Renter shall not be obligated to repair any damage to the Location caused by or contributed to by Host. All repairs and/or replacements are to be made within 7 (seven) business days of receipt of the list of damages, or such reasonable time as agreed between the Parties.
- 11.4. Should the Renter fail to repair and/or replace any damages within the required and/or agreed time, EverySPACE will be entitled to deduct the costs of such repairs and/or replacements against the Renters account, on presentation of valid quotations by the Host.
- 11.5. Host further agrees to promptly sign and deliver within 3 (three) business days of Renter vacating the Location where no notice of damages is provided, or within 3 (three) business days of any restoration where the damages notice was provided, the Location Reference in order to confirm such release and waiver.
- 11.6. Host's failure to sign and deliver such release within such time period shall be a deemed confirmation of the Host's release and waiver of all its claims and obligations against Renter relating to the Location.

12. HOST WARRANTY

- 12.1. The Host warrants, represents and undertakes that:
 - 12.1.1. it has the sole right and authority to enter into this Agreement and to grant the rights and permissions granted to the Renter pursuant to this Agreement;
 - 12.1.2. the consent of no other party is necessary to effectuate the full and complete permission granted herein to the Renter to use the Location as described in this Agreement or to grant the rights conveyed to the Renter hereunder;
 - 12.1.3. Host will take no action, nor allow or authorise any third party to take any action which might interfere with the full use and enjoyment of the Location by Renter as outlined herein;
 - 12.1.4. there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Renter's use and enjoyment of the Location or the rights granted to Renter hereunder;
 - 12.1.5. the Location is in good condition and repair (including without limitation the electrical, water and sewage systems, fire sprinkler system, fire alarm and/or smoke detection systems and

fire hydrants running to and in the Location, were applicable), has been properly maintained in compliance with all laws, rules, regulations, codes and ordinances, including but not limited to those relating to environmental health and safety matters, and is free of latent defects, hazardous materials, or illegal conditions affecting the Location; and

12.1.6. Host will maintain the Location in a useable condition for all uses by Renter contemplated in this Agreement.

13. LIMITATION OF LIABILITY

13.1. **The Renter is responsible for his/her/its own acts and omissions as well as the acts and omissions of the Renter's guests and/or third party service providers to the Location, excluding the Host and the Host's invitees, if applicable. The Host shall not be responsible for any loss, injury, or damages which may be suffered by the Renter, its attendees, employees, sub-contractors or agents in connection with the use of the Location, excluding any loss, damage or injury arising directly or indirectly as a result of the Host, its employees, sub-contractors or agents, negligence or wilful misconduct, failure to maintain the Location in a proper and working condition and/or any hidden or latent defects in the Location and/or as a result of Host's breach of any representation, warranty or obligation herein.**

13.2. The Renter is responsible for and accepts all liability for any damage done to the Location during the Event by attendees/guests or service providers whether intentional or not, for the Renter's failure to comply with Applicable Laws, and for any fines that the Renter may incur. The Renter agrees to return the Location to the Host in substantially the condition as provided to the Renter or as otherwise agreed in this Agreement, and to promptly notify the Hosts of any damage done to the Location.

13.3. The Host agrees that in the event of any breach of this Agreement or any dispute with respect thereto, the Host shall be limited to the Host's remedy at law for actual/direct damages, if any, actually suffered by the Host. In no event shall the Host be entitled to any consequential or incidental damages.

13.4. **Everyspace shall not be liable for any loss, injury or damages which may be suffered by the Renter and/or the Host in relation to the use of the Location or the use of the Everyspace Platform.**

13.5. The Host agrees to indemnify and hold harmless Everyspace and the Renter from and against any and all liability incurred under any applicable tax legislation, including all reasonable legal fees as a result of the failure by the Host to declare any amounts received by the Host, and/or to pay any amount owing thereon to the South African Revenue Service or the applicable taxing authorities.

13.6. The parties acknowledge and agree that this clause shall survive the expiry or cancellation of this Agreement, for whatsoever reason.

14. INDEMNITY

14.1. The Renter shall indemnify and hold the Host harmless from any claims and demands of any person arising out of or based upon the personal injuries, death or damage to the Location resulting directly from any act of gross negligence or wilful misconduct on the Renter's part in connection with the use of the Location in respect of the Event, excluding any claims or demands arising out of Host's negligence or wilful misconduct, arising out of any hidden or latent defect in the Location, and/or the Host's failure to maintain the Location in a proper and working condition, and/or arising out of Host's breach of any representations, warranties or obligations herein.

14.2. Notwithstanding anything to the contrary in this Agreement, the liability of the Renter in terms of this Agreement shall be limited to Renter's public liability cover.

14.3. The Host agrees to indemnify, keep fully indemnified and hold harmless the Renter (and its successors and assigns) from and against any and all claims, liabilities, damages, proceedings and actions of whatsoever nature arising out of or resulting from any breach, default or non-performance by the Host of the Host's undertakings, representations and warranties pursuant to this Agreement, and/or the Host's failure to maintain the Location in a proper and working condition the negligence or wilful default or breach of this Agreement, or caused by the negligence or wilful misconduct of Host, its employees, agents or officers, or any other tenants, licensees or invitees of the Location and/or arising from any hidden or latent defects in the Location.

14.4. The Parties hereby indemnify EverySPACE against any and all claims which either Party or any third party may have, arising out of this Agreement, or the use of the Location or the EverySPACE Platform.

15. INSURANCE

15.1. Prior to the Commencement Date, the Renter shall be required to carry and maintain commercial general liability insurance, which shall include coverage for bodily injury, personal injury, third party Location damage and contractual liability, with limits of liability of not less than the Insured Amount.

15.2. In addition to the insurance held by the Renter, the Host shall be required to carry and maintain its own commercial general liability insurance over the Location, which shall include coverage for bodily injury, personal injury, third party Location damage and contractual liability.

15.3. The Host acknowledges that the Renter's liability will be limited to the Insured Amount and should there be a shortfall in any claim, the Renter will not be liable for such shortfall. It will be the responsibility of the Host to claim against its own insurance for any such shortfall.

15.4. Either Party shall provide the other Party with a certificate of insurance for their respective insurance policy upon execution of this Agreement, or at the other Party's election. Should the Host request a copy of the Renters insurance policy and the Renter fails and/or refuses to provide same to the Host within 7 (seven) days of the request, the Host will be entitled to cancel this Agreement without any liability to the Host, regardless of the provisions of clause 10 or any other provision of this Agreement.

16. MARKETING MATERIAL

16.1. Subject to the identification of specific photos and/or video and consent from the Renter, the Renter hereby grants the Host permission to use copies of the photographs and/or video(s) taken at the Event for marketing and advertising purposes, including placing same on the EverySPACE platform as part of the Location Reference.

17. CONFIDENTIALITY

17.1. The Host confirms that it has read and understood the terms of the Social Media Policy annexed to this Agreement and that it is bound by the confidentiality provisions set out therein.

17.2. Any breach of the confidentiality provisions and social media provisions set out in the Social Media Policy will cause the Renter to suffer irreparable harm and significant and immeasurable financial damages.

17.3. The Host acknowledges that it is responsible for ensuring that any person which the Host brings onto the Location during the Period of Use in accordance with the terms of this Agreement, is aware of the Social Media Policy and agrees and accepts its terms in writing.

17.4. This clause shall survive the expiration or cancellation of the Agreement.

18. CESSION AND ASSIGNMENT

- 18.1.The Renter shall not be entitled to cede, delegate and/or freely assign its rights and/or obligations in terms of this Agreement.
- 18.2.The Host shall be entitled to cede, delegate or assign its rights and/or obligations in terms of this Agreement where such assignment, cession or delegation does not affect the Location and the Renter's right to use same as per the conditions of this Agreement.

19. ALTERNATIVE DISPUTE RESOLUTION

- 19.1.Internal Resolution: Any disputes arising under this Agreement, including but not limited to any disputes relating to the rights granted herein, the rectification, cancellation or cancellation of this Agreement shall be resolved by the parties meeting within 2 (two) weeks after written notice of such dispute has been provided to the other party, or at least within 3 (three) days after the completion of principal photography, whichever is earlier. The parties further agree to use all reasonable endeavours to resolve the dispute amicably.
- 19.2.Mediation: In the event of the Parties being unable to resolve a difference or dispute by themselves within a period of 14 (fourteen) days from the internal resolution meeting, any Party shall be entitled to request that an attempt be made to resolve the difference or dispute by way of mediation. If the Parties cannot agree on a mediator, the mediator shall be, the nominee of the chairperson for the time being of the Legal Practice Council. In this regard the parties agree that all the Parties shall be obliged to attend the mediation and shall only be represented by their executive officers and not be entitled to any other representation, the mediator shall in his absolute discretion determine the nature and format of the mediation with the sole aim of resolving the difference and/or dispute by way of negotiation as soon as possible and the cost of the mediation, as determined by the mediator, shall be borne by the Party who loses the dispute in accordance with the mediators decision.
- 19.3.Arbitration: Should the Parties be unable to resolve their dispute in terms of internal resolution or mediation, then the matter in dispute shall be referred to arbitration in accordance with the provisions of the expedited Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. Arbitration shall take place in Johannesburg or Cape Town, depending on the closets city to the Location. The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration, confidential and not to disclose it to anyone except for the purposes of an award. The decision of the arbitrator shall be final and binding on the parties and may be made an order of Court at the instance of any party to the arbitration.
- 19.4.Nothing contained in this clause 18 shall be deemed to prevent or prohibit the Renter applying to the appropriate court for urgent relief.
- 19.5.The provisions of this clause are separate and severable from the rest of this Agreement and accordingly, shall remain in effect despite the cancellation or the invalidity, for any reason, of this Agreement.

20. SPECIAL CONDITIONS

- 20.1.It is recorded that the Schedule provides for Special Conditions which shall be applicable to this Agreement.
- 20.2.Should the parties have agreed to any Special Conditions, and provided that such Special Conditions are recorded in writing in the Schedule prior to the signature of this Agreement, the terms and conditions contained herein shall in all respects be subject to such Special Conditions.

21. NOTICES

- 21.1. For the purpose of this Agreement, including the giving of notices and serving of legal process, the Parties choose their email addresses, as set out in the Schedule as their domicilium citandi et executandi ("domicilium").
- 21.2. Notices addressed by either Party to the other with reference to this Agreement or delivered to the addressee's domicilium address shall be deemed to have been received on the expiration of 24 (twenty-four) hours from sending.
- 21.3. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from the other, including by way of electronic mail, shall be adequate written notice or communication to such Party.
- 21.4. A Party may at any time change that Party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and is a physical address at which process can be served.

22. COSTS

- 22.1. The Renter shall be liable for all costs, including legal fees on an attorney and client basis, incurred in collecting any amounts owed by the Renter in terms of this Agreement from the Renter.

23. GENERAL

- 23.1. No waiver by either party hereto of any breach of any of the terms or conditions of this Agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.
- 23.2. No variation, addition, deletion or agreed cancellation of the Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 23.3. Neither Party to the Agreement will be bound by any express or implied term, representation, warranty, promise and the like, which is not recorded in the Agreement.
- 23.4. Each of the provisions of this Agreement are capable of being severed from any other provision(s) and if any one or more provision(s) is held unenforceable this/they shall not affect the enforceability of the remaining provisions.
- 23.5. This Agreement, the Schedule and any and all Appendices hereto constitute the entire agreement between the Parties and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof.
- 23.6. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

APPENDIX A LOCATION RELEASE

1. The Host has inspected the Location after completion of use thereof and hereby acknowledges and agrees that Location has been satisfactorily restored to substantially the same condition it was in when received in accordance with the above Agreement.
2. The Host hereby releases Renter, its licensees and assigns of and from any and all duties and obligations, and from any and all claims, demands, and/or causes of action of any kind or nature whatsoever that the Host may have against Renter, either in connection with the Location, the subject matter of the Agreement, or otherwise.

3. The Host acknowledges and agrees that the foregoing release extends to any claims which Host does not know or expects to exist in Host favor at the time of executing this release and hereby waives any provisions of state or country law that may govern such claims and/or this release.
4. This release shall be binding upon and shall inure to the benefit of Renter and its respective successors, licensees and assigns, and cannot be modified or amended except in writing signed by Renter.
5. This release shall in no way be deemed to limit or otherwise affect the rights granted to Renter by the Host under the Agreement.

SCHEDULE:

Host:	
Domicilium Address:	
Location:	
Owner:	
Renter:	
Domicilium Address:	
Agent (if applicable):	
Commencement date:	
Termination date:	
Effective date:	
Authorised persons:	
Areas of use:	
Utilities/ additional areas:	
Preparation dates:	
Special conditions:	

Insured amount:	
Other fees:	