

BIG TOP THEATRE & RESTAURANT

Reg No: 2020/533958/07

Big Top Theatre & Restaurant (Pty) Ltd

Plot 108 Christine Road

Homelands, Midvaal, 1946

PO Box 263 466

Three Rivers, 1935

T/a Midvaal Lion Park

www.midvaallionpark.co.za

TERMS & CONDITIONS OF BOOKING AT MIDVAAL LION PARK

Big Top Theatre & Restaurant (Pty) Ltd, trading as Midvaal Lion Park, is a fully serviced function venue, subject to the terms of this agreement, we will provide to you the selected venue between the stated start to the finish times together with the agreed catering, beverages, staffing and equipment as indicated.

Contract price and expenditure:

Any subsequent request for goods or services will be added to your final invoice, with full payment due no later than 7 days after the booking.

Your Responsibility:

- To ensure the venue is respected the hirer is responsible for the behaviour of their guests, at all times.
- Ensure the safety of the guest, ensuring the hirer's guests conduct themselves so as not to expose themselves to risk of harm.
- Ensuring the venue facilities and equipment are not left as used or in a damaged condition
- Ensuring the function (and any parking down that must get done) finishes within the designated venue hire period and that any decor and hire equipment are removed at the conclusion of the function.

Any damage to the venue property incurred during the function period is to the cost of the hirer.

Any lost, broken or missing equipment will be charged at an replacement cost and is to the cost of the client.

We reserve the right to end your function before the function end time in the case of an emergency or if there is a case of serious disorder, or where you materially breach any of our obligations under this agreement.

You may provide certain equipment and materials.

You will be responsible for the delivery, collection, safety insurance, for the damage or loss caused to any equipment, materials or facilities you bring to the venue.

You will not bring to the venue or permit or allow to bring dangerous or hazardous substances or objects of such weight that may cause overloading or strain to the flooring or

walls of the venue nor may you add to, alter, or attach equipment, fixtures or fittings to the venue without prior written consent.

No food, beverages, or alcohol is allowed to be brought in by the you without prior written consent.

Supply of liquor:

The venue has a liquor licensed bar. Intoxicated people, under the age of 18 years are not permitted on the licensed premises. It's an offense to serve an intoxicated person alcohol.

Accordingly intoxicated people will be asked to leave. If a patron looks under the age of 18 they may need to provide proof of age.

Booking confirmation:

No booking is confirmed until we notify you in writing that we have received and signed the Big Top Restaurant and Theatre agreement. Until such time as a booking is confirmed the venue will be available for hire by third parties during the hire period (or part thereof) before your booking has been confirmed we will use reasonable endeavours to contact you to request that you provide us with a signed copy of Big Top Restaurant and Theatre agreement.

Cancelation:

All cancelations must be received in writing and the following terms are applicable Between 7-14 days' notice.

You may be required to pay a cancelation fee of 25% of the total venue and equipment hire charges

Less than 7 days' notice, you will be requested to pay the 25%.

At our discretion may waive part of the cancelation fee if the venue is rebooked.

Cancelation and termination by us:

We may cancel your booking and thereby terminate this agreement at anytime when incidents occur which are deemed outside our control and effects the venues ability to provide the services, for which it was contracted.

Any deposit Is paid will be refunded to you. However, should we cancel or stop the event for any of the following reasons, no deposit will be refundable if you, your guests, or any other persons permitted entry into the venue by you or someone on your behalf do not comply with any of the conditions, requirements or restrictions referred to in this contract. If you materially breach this agreement

Force Majeure:

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, storm or any other event beyond control of either party.