

danielle street, fairland, 2030
 p o box 1658, fairland, 2030
 t: 011 268 4700
 f: 011 268 4800
 info@mosaik.com
 www.mosaiek.com

Application and contract for hiring the Teatro at Mosaiek

Client Contact Details	
Name of Applicant	
Organisation	
Postal Address	
Physical Address	
Tax Number	
Tel	
Cell	
Fax	
E-mail	

Event Details	
Event Name	
Estimated Number of Guests/Delegates	
Date/s	
Times* <i>*Important: Show must end at 22:00 (10pm)</i>	From: _____ To: _____
Equipment Required	
Technical Manager	
Organisation	
Contact Details	Tel: _____
	Cell: _____



TERMS AND CONDITIONS DJ Lifestyle (Pty) Ltd t/a MOSAIEK LIFESTYLE (Pty) Ltd

Thank you for your enquiry regarding the private hire of one of our venues at DJ Lifestyle (Pty) Ltd t/a Mosaiek Lifestyle. Please take the time to read through our terms and conditions to ensure the company meets all your requirements and expectations in creating a successful event. This will enable us to create a professional approach to business and ensuring the wellbeing of your guests and the premises.

Power Failure Disclosure

In the event of a power failure there will be a 30 second dropout on the main PA and Multi-Media screens, after which all audio and multi-media equipment will be fully operational. In this event power will be fed to only the front lighting truss, no other stage lighting will be operational. On the main houselights only lights assigned to emergency power will be operational.

All bookings for functions are accepted by DJ Lifestyle (Pty) Ltd t/a Mosaiek Lifestyle (Pty) Ltd. subject to the following terms and conditions. Hereinafter DJ Lifestyle (Pty) Ltd t/a MOSAIEK LIFESTYLE referred to as "the company" and the client referred to as "the customer".

1. If you wish to fully confirm your forthcoming event, a deposit payment of 50% of venue hire will be required along with a signed contract. The remainder of your venue hire and all of your function charges will be requested 6 weeks prior to the event with cleared fund received no later than 3 weeks prior to the event date. Following your event we will either reimburse you for any difference or invoice you for any outstanding amount. The customer shall pay the initial fee on completing the booking form. The customer shall pay the further fee specified in the booking from 21 days prior to the date of the function. Failing to pay the initial fee or the further fee would entitle the company to cancel the booking. Within five days of the function the company shall send to the customer a final invoice showing the balance due. This shall be paid within 10 working days.
2. In default of payment on the date due interest shall be payable by the customer to the company on the balance outstanding at the rate of 18% above the base rate of ABSA Bank plc to time from due date to the date of the actual payment.
3. The customer shall, not less than three clear working days before function is due to take place, inform the company in writing of the number of persons who will attend. Order of magnitude estimate within 30% of estimated number of persons.
4. The contract price shall be calculated on whichever of the following bases is agreed between the parties at the time when the booking is made.
 - Such global sum as may have been agreed; or
 - The total sum arrived at by multiplying the agreed per capita charge by the number notified to the company under the provisions of clause 3 hereof; or
 - such other method of calculation as may have been agreed.
 - All prices quoted on enquiry shall be honoured by the company for a 30 day period only and considered a confirmed booking after 50% of the venue hire (deposit) along with a signed contract is received.
5. In the event of circumstances arising which are beyond the company's control and which render impracticable performance by the company of its obligation in respect of any booking, the company shall be entitled to cancel such a booking without incurring any liability to the customer in respect of such a cancellation. The circumstances hereinbefore referred to include (but are not to be taken as being limited to) damage to or destruction of any venue (whether by fire or otherwise), strikes, lockouts, industrial unrest, shortage of labour and shortage of food/ or beverage supplies.
6. Undesirability: Any public entertainment will be deemed to be undesirable if it or any part thereof portrays any one or more of a variety of objectionable attributes, such as being:
 - Indecent, obscene, offensive or harmful to public morals.
 - Blasphemous or offensive to the religious convictions or feelings of any section of the community. (The interpretation of undesirability referred to above will be determined by the company's sole discretion)



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7. **Indemnification:** The company shall not be liable for the loss of, theft or any damage to the property of the customer of any guest suffered or incurred whilst on the company's premises, save insofar as the same may be caused by default of the company, its staff or agents. In particular it is to be noted that any property left on premises is left there on the sole risk of the owner. It is incumbent upon the customer to arrange its own cover for such risks.
8. The customer is vested with the copyright and all other rights in and to the entertainment or play to be performed and will include all music recorded and performed and will not infringe the copyright or be defamatory of any person, firm or company.
9. Although the company's facilities are equipped with an uninterrupted power supply (UPS). No responsibility will rest with the company for any failure of lights or for any interruptions of the main electric current supply.
10. The customer hiring the facilities is responsible for any additional costs which may occur in providing security for all events. The company reserves the right to assign their security of choice and as the number of guards needed to assist the company in enforcing all health and safety procedures required.
11. No wines or spirits may be brought onto the premises by customers or guests for consumption on the premises unless by prior agreement with the company
12. The company reserves the right to use only internal suppliers which are familiar with all internal health and safety procedures and requirements. This secures the wellbeing and use of any equipment and facilities which is required by company hygiene policy and operational status.
13. Technical specifications regarding type of equipment and specifications will be documented as an addendum to this document in agreement to the terms and conditions of the company.
13. The customer hiring the facility is responsible for the cost of cleaning the facility at the end of the event. (This applies for both internal and external use of facilities) – Ref this regard clause 10.
14. Only by prior agreement whereby the company suggests or are unable to fulfil the client's requirements, such as; special dietary requests and specialised equipment by reasonable means, will external suppliers be considered. A surcharge may be applied to all prior agreements.
15. All meetings or other functions must finish at the time specifically agreed by the customer with company (Twenty minutes leeway will be granted by the company as required, hereafter a penalty clause will be enforced on time exceeded by the customer.) Each venue must be left in the state and condition in which it was found by the customer prior to the commencement of the function.
16. The customer shall be liable for any damage caused to the venue or premises or any furnishings, utensils or equipment therein by the wilful act or default of the customer or any guest or employee of his and shall pay to the company on demand the amount required to make good or remedy such damage, including compensation for loss of business whilst such damage is repaired.
17. Neither party shall incur liability to the other if the premises are closed as a result of fire or natural catastrophe on the day of the event.
18. In the event that a customer fails to pay the initial fee (deposit) or the further fee the company shall be entitled to cancel the booking. In the event that the company cancels the booking or the customer cancels the booking the company will charge the customer the cancellation charges set out below:
 - If cancelled more than 8 weeks before the date of the function 5% of venue hires (but not less than R500.00) cancellation fee.
 - If cancelled less than 8 weeks but more than 6 weeks before the date of the function 25% of the venue hires.
 - If cancelled less than 6 weeks but more than 4 weeks before the date of the function 50% of the venue hires.
 - If cancelled less than 4 weeks but more than 2 weeks before the date of function full cost of venue hires.
 - If cancelled less than 2 weeks before the date of the function full cost of venue hires plus 90% of estimated function charges.
19. Throughout the period of hire, the venue shall remain under complete control of the events manager and crew appointed by the company and the orders of the events manager throughout the period of hire will be obeyed by the customer and guests to ensure the wellbeing of the premises, customer and guests.



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20. The company reserves the right to substitute for any venue hire another venue of a capacity sufficient to accommodate the number of persons expected in the event of substitution becoming necessary due to operating difficulties or to any other cause which the owners could not reasonably have foreseen at the same date and time slot required by the customer. Only if the substitution is not expectable by the customer will the company reimburse estimated function charges.
21. The customer undertakes that all tickets issued or sold to the general public and that all persons that enter the venue are genuine and bona fide members of the company, club or association named in the contract.
22. No variation of the terms contained herein shall be binding on the company unless reduced to writing and signed on behalf of the company director or manager thereof.
23. Payment of deposit and balance may only be made by direct deposit or electronic transfer to DJ Lifestyle (Pty) Ltd t/a Mosaiek Lifestyle (Pty) Ltd. Confirmation of bank deposit (deposit slip) needs to be sent by fax to the company administrator on Fax Number 086 674 9690.

DJ Lifestyle (Pty) Ltd t/a Mosaiek Lifestyle (Pty) Ltd.– MAY 2005

Important note:

By confirming your reservation you will automatically be deemed to have accepted the conditions stated herein.

Acceptance of Terms and Conditions		
I/We have read, understand and accept the above terms and conditions and sign acceptance thereof:		
Signed	Print Name	Date
Name of Organisation	Name of person responsible for payment	

**DJ Lifestyle (Pty) Ltd t/a Mosaiek Lifestyle
 Bank Details**

Payment of deposit and balance may only be made by direct deposit or electronic transfer to DJ Lifestyle (Pty) Ltd t/a MOSAIEK LIFESTYLE (Pty) Ltd. Confirmation of bank deposit (deposit slip) needs to be sent by fax to the company administrator on fax number: 086 674 9690

Account Holder	DJ Lifestyle (Pty) Ltd t/a MOSAIEK LIFESTYLE	Account Number	4058071764
Financial Institution	ABSA Bank	Branch	Cresta
Bank Code	516805	Type of Account	Cheque Account

