

# Website Terms of Use

Last updated 23 June 2017

## Disclaimer

This page sets out the Terms of Use on which you agree to be bound by making use of the website, <https://eventroom.co.za/> (the “Site”).

Please read these Terms of Use carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions and obligations to comply with applicable laws and regulations.

The Site and services made available through it (the “Services”) comprise an online platform through which venue providers may create listings for the hire and letting of event venues, and consumers browsing the Site may learn about and book these venues, as well as additional services supplied by various event suppliers they may require for their event. Such bookings will be facilitated by EventRoom employees (the “Venue Experts”), since they have knowledge of and relationships with the venues and suppliers. You understand and agree, however, that EventRoom is not a party to any agreement entered into between any venue provider listing a venue on the Site, nor any supplier a Venue Expert may recommend and a consumer using the Site. EventRoom is also not acting as an agent or in partnership with any venue provider, supplier or consumer, save for those venues which EventRoom manages directly – which will be made clear in the venue hire contract to be signed before hiring any venue through EventRoom. EventRoom has no control over the conduct of venue providers, suppliers, consumers, other users of the Site and Services, listings, or any venue advertised on the Site, and disclaims all liability in this regard to the maximum extent permitted by law.

You acknowledge and agree that, by accessing or using the Site or Services or by downloading or posting any content from or on the Site or through the Services, you are indicating that you have read, and that you understand and agree to be bound by these terms, whether or not you have registered on the Site. If you do not agree to these terms, then you have no right to access or use the Site or Services. If you accept or agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

The Site and Services are intended to be used to facilitate the introduction of consumers to venue providers for the purpose of booking venues. EventRoom does not control the content contained in any listings created by venue providers and does not make any warranty or representation to consumers using the Site as to the condition, legality or suitability of any venue advertised on the Site, or by a member of the EventRoom Sale Team. EventRoom is not responsible for and disclaims any and all liability related to any and all listings and venues. Accordingly, any listings advertised by a venue provider, or bookings made by a consumer, are done so at their own risk.

## OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our commission structure and agreement with venues – attached to these terms as per Annexure A.

## INFORMATION ABOUT US

<https://eventroom.co.za/> is a website operated by EventRoom (Pty) Ltd ("We"). We are registered in South Africa under company number 2015/046005/07 and have our registered office at 27b Peter Cloete Ave, Constantia, Cape Town, although we operate from the Portside Building at 4 Bree Street, Cape Town.

## CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## CHANGES TO OUR SITE

We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

## ACCESSING OUR SITE

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@eventroom.co.za](mailto:support@eventroom.co.za)

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## NO RELIANCE ON INFORMATION

The content on our Site and any information provided by a member of the EventRoom team is provided for general information only. It is not intended to amount to advice on which you should rely. You accept that taking, or refraining from, any action on the basis of the content on our Site, is done at your own risk.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.

## LIMITATION OF OUR LIABILITY

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site; or
- use of a venue listed on our site for an event of any nature; or
- use of any supplier / contractor recommended by us.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them and in particular, EventRoom does not make any warranty or representation to users of the Site as to the condition, legality or suitability of any venue advertised on the Site, or as suggested by a member of the EventRoom Sale Team.

Different or supplemental limitations and exclusions of liability may apply to any liability arising as a result of your use of our Site for the purpose of advertising venues, which will be set out in our Terms and Conditions for venue providers, or alternatively, such other terms as we may from time to time provide you with by giving written notice of the same.

## SUPPLIERS / CONTRACTORS

EventRoom has a database of preferred suppliers specialising in the fields of event décor, catering, sound, security, and related aspects, and which suppliers are available to render their services to you.

EventRoom is not responsible for, and assumes no liability for, the acts or omissions of the suppliers insofar as the provision of these services are concerned.

EventRoom takes no responsibility or liability for any element of the relationship between you and the Suppliers. This relationship exists solely between you and the Supplier.

## CANCELLATION POLICY

If you or your agent, after signing an agreement or accepting a quotation from a Venue Expert, whether in writing, verbally or otherwise, wishes to cancel or postpone all or any part of a booking for whatsoever reason, you shall be entitled to do so subject to the following special conditions: -

1. Notice of such cancellation or postponement must be given to EventRoom in writing by you or the Agent;
2. Cancellation/postponement fees shall be payable and are dependent on the particular venue's / supplier's cancellation policies;
3. In the case of a venue or supplier being owed a cancellation fee by the client, EventRoom will refund this to the said venue / supplier minus our commission.
4. A standard 7% administration fee on the booking amount will also be charged to the Client or Agent on all cancelled bookings regardless of cancellation period.

## INSURANCE

Since EventRoom is not a party to any agreement entered into between any venue provider listing a venue on the Site, nor any supplier a Venue Expert may recommend and a consumer using the Site, we are not an insurable party in relation to the venue hire we facilitate or events we assist in organising through our recommendation of suppliers.

Thus, we strongly recommend to all users and the venues listed on our Site and using our Services that they obtain sufficient and proper insurance to cover them in the instance of liability or damages, as EventRoom is not liable for any loss or damages suffered by our clients or venues. We can connect you with an insurer who we work with on a regular basis who can offer the requisite insurance to you, so please ask our venue experts about this.

## UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with our content standards.

The views expressed by other users on our Site do not represent our views or values.

You are solely responsible for securing and backing up your content.

## VIRUSES

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our Site other than that set out above, please contact [support@eventroom.co.za](mailto:support@eventroom.co.za)

### THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### APPLICABLE LAW

Note that these terms of use, its subject matter and its formation, are governed by South African law.

### CONTACT US

To contact us, please email [support@eventroom.co.za](mailto:support@eventroom.co.za)

Thank you for visiting our Site.

**ADVERTISING MANDATE – APPLICABLE TO ALL PROPERTIES (“THE VENUE”) LISTED ON THE SITE AND EVENTROOM (PTY) LTD (“THE AGENT”)**

1. The Venue hereby grants the Agent a mandate to offer the venue for hire to the public subject to the conditions set out in this agreement.
2. The gross price required by the Venue for their goods and or services shall include commission and VAT as stated in clause 4.
3. The mandate hereby granted shall commence once the Venue has created a listing on the Site and shall remain in force until either party provides written confirmation of their desire to terminate the agreement and remove the venue listing from the Site.
4. The Agent undertakes to market the Venue and cover all costs associated therewith as follows:
  - Advertise the Venue for hire for events via the agent’s website, [www.eventroom.co.za](http://www.eventroom.co.za);
  - Promote the website and all venues listed on it via an ongoing digital marketing campaign, including online advertisements, social media advertisements, search engine optimization, direct sales campaigns and other techniques designed to draw in the widest possible audience;
  - Utilise the EventRoom network nationally in order to promote the Venue to as many potential clients as possible;
  - Present all quote requests and enquiries to the Venue for consideration and response and report on all significant comments or remarks made by potential clients with regard to the Venue.
5. The Agent will aim to deliver as many bookings as possible between the Venue and clients once marketing commences.
6. In return for the above services, the Venue will pay to the Agent a commission, calculated at an amount of **10 % plus VAT** on the venue hire fee (or, in cases where a venue hire fee is not applicable, then on the minimum spend charged by the venue, or the total spent by the Client is the charge is per head) charged by the Venue to any client introduced by the Agent to the Venue, the VAT being calculated on such commission at the rate applicable from time to time. This commission is deemed to be earned when the Venue booking has been confirmed by way of a deposit having been received by the Venue from the client.
7. In addition, The Venue will pay to the Agent a commission, calculated at an amount of **10% plus VAT** on any accommodation fees charged (where applicable) by the Venue to any client introduced by the Agent to the Venue, the VAT being calculated on such commission at the rate applicable from time to time. This commission is deemed to be earned when the accommodation booking has been confirmed by way of a deposit having been received by the Venue from the client.
8. The Venue agrees to pay commission of **10% plus VAT** to the Agent in the event that a sale of goods or services occurs within ninety days after the termination of this contract, to a person who was during the mandate period, introduced to him or the Venue as a potential client thereof by the Agent.

