



BORDER CANOE CLUB HIRE

Email: secretary@bordercanoecub.co.za

Cell - 083 9679343

Date required: _____

Time required: _____

Full names (of the person responsible): _____

Company Name (if applicable): _____

Number of people expected: _____

Address: _____

Contact details: Cell: _____

Type of function: _____ Supervision: _____

	MEMBERS	NON MEMBERS
Club Hire: 50% deposit (Non Refundable) to be paid immediately to secure your booking & the balance to be paid 14 days before the event.	R1000.00	R1950.00
Cleaner	R370.00	R370.00
TOTAL	R	R

1. Hiring Fees includes existing furniture & crockery on site only.
2. Glasses not included.
3. Please do not make use of press stick or drawing pins.
4. **Music TO BE TURNED OFF at 10:30pm**
5. Any damages on the property to be paid by the persons / company hiring the premises.
6. Premises to be restore to original state.
7. **Breakage deposit of R1000.00 (EFT) 3 days before collecting Key (refunded after inspection of property)**
8. **This form to be emailed / faxed back with proof of deposit to secure your booking.**

I, the undersigned, agree to all conditions above and accept the responsibility of the above mentioned premises on the date concerned.

Signature of hirer

Date

Bank Details: Border Canoe Club
ABSA Bank
Acc No. 4064673916
Branch Code: 632005
Ref: Club Hire & name

01	THE LESSOR	CLUBHOUSE, BORDER CANOE CLUB
02	THE LESSEE	
03	THE LEASED PREMISES	CLUBHOUSE, BORDER CANOE CLUB
04	PERIOD OF LEASE: DATE OF FUNCTION	
	TIME - COMMENCEMENT	
	TIME – END	
05	(a)RENTAL	
	(b) 50% NON REFUNDABLE DEPOSIT (PAYABLE ON SIGNATURE) (c) BALANCE TO BE PAID WITHIN 7 DAYS OF THE AGREEMENT BEING SIGNED.	
06	USE OF PREMISES (TYPE OF FUNCTION)	
07.	DOMICILIUM CITANDI ET EXECUTANDI	
07.1	THE LESSOR	BORDER CANOE CLUB, PLAY WATERS, NAHOON
07.2	THE LESSEE CELL NUMBER (CONTACT PERSON)	
8.	NAME OF SURETY/IES	-
9	PLACE FOR PAYMENT (ACCOUNT)	ABSA ACCOUNT NUMBER: 4064673916, BRANCH CODE: 632005 PLEASE STATE YOUR NAME & (CLUB VENUE HIRE) AS REFEFERNCE
10	"THE SCHEDULE"	Items 1-9 above

The Lessor lets to the Lessee who hires the Leased Premises described in Item 3 of the Schedule upon the terms and conditions set out in the "Conditions of Lease" hereafter.

DATED AT EAST LONDON ON THISDAY OF

AS WITNESSES:

1. CLUBHOUSE, BORDER CANOE CLUB
LESSOR
2.

DATED AT EAST LONDON ON THIS DAY OF

AS WITNESSES:

1.
2.
LESSEE

DATED AT EAST LONDON ON THIS DAY OF

AS WITNESSES:

1.
2.
SURETY

CONDITIONS OF LEASE

1. DURATION

- 1.1 The Lease shall be for the period set out in item 4 of the Schedule.
- 1.2 The Lessee acknowledges that music and /or amplified commentary and/or loud noise or any other activity may constitute a nuisance in the neighbourhood. **No amplified music is permitted at the venue on weekdays, and amplified music over weekends is permitted only until 10:00pm and provided that this does not constitute, at the discretion of the Lessor, a nuisance. If in the opinion of the Lessor, the music volume is excessive, the Lessor shall be entitled as its discretion to require immediate termination of all amplified music for the remainder of the evening.**

2. DEFECTS

The Lessee shall use its best endeavour to prevent any damage to the property or any of the assets of the Lessor and undertakes and agrees to be solely responsible for the repair and/or maintenance and/ or replacement in so far as necessary of any damaged, obstruction of any fixture or asset.

3. RENTAL

The balance of the rental after payment of deposit shall be payable within 7 days of the agreement being signed.

4. DEPOSIT:

- 4.1 The deposit shall be payable immediately upon signature of this agreement.
- 4.2 As soon as all the obligations of the Lessee to the Lessor have been discharged following the termination of this lease, the Lessor shall refund to the Lessee, free of interest, so much of the deposit as has not been applied to repairs as hereinafter set forth.

5. PLACE FOR PAYMENT

The rental and all other amounts payable by the Lessee to the Lessor in terms hereof shall be payable to the Lessor's account stated in item 9 of the Schedule.

6. UTILISATION OF PREMISES

The leased premises shall be utilised solely and exclusively for the purposes described in item 6 of the Schedule, and for no other purpose whatever without the prior written consent of the lessor. It is understood that the Lessee shall not be permitted to engage in any operations or activities which might cause a nuisance to occupiers of properties in the neighbourhood. Refer also paragraph 1.2 above.

7. STATE OF REPAIRS

The Leased Premises are leased in their present state and condition and in particular the Lessor shall not be obliged to affect any repairs, renovations, alterations or improvements to the leased premises to suit them to the Lessee's purposes or to conform to the requirements of any local or other authority, notwithstanding the provisions of Clause 2.1 above.

8. WATER AND ELECTRICITY SUPPLY

The rental shall include water and electricity consumed. The Lessee undertakes and agrees in favour of the Lessor not to utilise electricity and /or water wastefully or in a manner which is excessive in the circumstances.

9. GENERAL PROVISIONS

The Lessee hereby agrees and undertakes as follows:

- 9.1 There shall not be stored or harboured on the Leased Premises any goods of a hazardous nature.
- 9.2 No advertising signs shall be erected on the Leased Premises unless the Lessor in writing agrees thereto.
- 9.3 To abide by and comply with such Government legislation, provincial Ordinances, Municipal Regulations and By-Laws as may be applicable to the Leased Premises.

10. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 10.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of
 - 10.1.1 A breach by the Lessor of any of its obligations under this lease;
 - 10.1.2 Any act or omission of the Lessor or any agent or servant of, or contractor to, the Lessor, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or caretaker;
 - 10.1.3 the condition or state of repair at any time of the Property, the premises or any part of the Property or the premises;

- 10.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises or the Property (including, without generality being limited, any cleaning service), whatever the cause;
- 10.1.5 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving, the Property or the Premises, and including (but without limiting the generality of the foregoing) any lift, geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
- 10.1.6 any interruption of, or interference with, the enjoyment or beneficial occupation of the Premises or any of the common parts of the Property or the premises caused by any building operations or other works to or in the premises or elsewhere on or about the Property, whether by the Lessor or by anybody else; or
- 10.1.7 Termination of amplified music as contemplated under paragraph 1.2 above, or in the event of cancellation of the event as contemplated under paragraph 14 below.
- 10.1.8 Any other event or circumstance whatever, occurring, or failing to occur, upon, in or about the Property or the Premises, whether or not the Lessor could otherwise have been held liable for such occurrence or failure, and the Lessee indemnifies the Lessor against all liability in this regard.
- 10.2 The Lessor does not warrant that the Premises are suitable for the purposes of the Lessee.
- 10.3 If the Leased Premises be damaged by storm or fire, or by any cause whatsoever, other than the negligence or deliberate act of the Lessee:
- 10.3.1 to such an extent as to render them totally unfit for occupation, this Lease shall be terminated; or
- 10.3.2 to such an extent as to render them partially unfit, for the Lessee's purposes, this Agreement shall not be terminated but the Lessee shall be entitled to an abatement of rental during the period intervening between the date of the damage and the reinstatement of the Leased Premises, if in fact, as a result of such damage its business aforesaid has suffered. In neither case shall the Lessor be obliged to make good to the Lessee and the Lessee shall have no claim against the Lessor.

11. **SUB-LETTING AND ASSIGNMENT**

The Lessee shall not be entitled to sub-let the Leased Premises or any part thereof nor assign any rights hereunder nor permit any other person to occupy the Leased Premises or any portion thereof without the prior written approval of the Lessor.

12. **INSPECTION**

The Lessor or its duly authorised Agent, caretaker or workmen shall be at liberty to enter upon the premises for the purpose of inspection and/or repairs.

13. **SURETYSHIP / CO-PRINCIPAL DEBTOR:**

The signatory on behalf of the Lessee herein, by appending his signature hereto, simultaneously binds himself/herself to the Lessor as surety and co-principal debtor for the due and proper compliance by the Lessee with all its obligations in term of this lease agreement.

14. **CANCELLATION CLAUSE**

The Lessee acknowledges that due to the nature of this agreement, and the purpose for which the premises are utilised, and having regard to the relationship between the Lessor and the community, excessive noise and a nuisance caused by the Lessee to any of the owners in the vicinity of the premises cannot be permitted. It is accordingly acknowledged and agreed that the Lessor shall be entitled, on good cause, to terminate this agreement with immediate effect, in the event of a breach by the Lessee of any of the material terms of this agreement relating to the use of amplified music, excessive noise or parking of vehicles in any manner which may, at the discretion of the Lessor, result in harm to the Lessor's relationship with the owners in the vicinity of the premises.

15. **NOTICES**

Any notice which may be required to be given to the Lessee may so be given at the address stated in item 07.2 of the Schedule.

Any notice which may be required to be given by the Lessee to the Lessor shall so be given at the address stated in item 07.1 of the Schedule.

All notices to be given by the one party to the other under this Agreement, shall so be given by delivery to the other party or by prepaid registered post, in which latter event notice shall be deemed to have been received by the addressee within FOUR (4) days reckoned from the date of posting thereof.

16. **PARKING AREA**

The Lessee acknowledges that the parking area on the premises is limited. To the extent that parking is utilised on the street (off the premises), the Lessee shall ensure that all persons making use thereof shall respect the rights of the residents and endeavour to park in such manner as will least inconvenience residents and /or owners of neighbouring properties.

17. **FULL AGREEMENT**

The parties agree that this Lease constitutes the sole memorial of the contract agreed to by them and that no representations or warranties or statements attributed to the Lessor, or by anyone purporting to act on its behalf, will have any bearing or effect on the terms and conditions of the Lease.

18. **LEGAL PROCEEDINGS**

In the event that the Lessor has to take legal action to enforce any of its rights as against the Lessee and/or any surety and/or co-principal debtor pursuant to the provisions of this agreement, then in that event the Lessee and/or surety and/or co-principal debtor shall be liable for payment of all costs so incurred on the scale as between attorney and own client, inclusive of interest and collection commission.

19. **LOSS BY LESSEE**

The Lessee shall have no claim against the Lessor in regard to any accident, injury, loss or damage arising out of "*vis major*", *casus fortuitus* or any other wholly or partly outside the Lessor's control or arising from any change in the name of the building complex in which the premises are situated, or in the description of the Leased Premises or building.

20. **RULES AND REGULATIONS**

The Lessee shall conform with and abide by all and any rules and regulations which the Lessor in its sole discretion may make. Such rules and regulations shall be taken and considered as part of this Agreement, notwithstanding that they may be imposed subsequent to the date hereof, and in all respects the same shall be observed and performed by the Lessee, his/its employees and other persons having legal access to, or business upon the premises.

21. **DOMICILUM CITANDI ET EXECUTANDI**

The Lessor and Lessee select as their *domicilium citandi et executandi* the addresses stated in Items 07.1 and 07.2 of the Schedule, for the service and execution of any notices and legal process in any action which may arise directly or indirectly from this agreement or the cancellation thereof.

22. **SUSPENSIVE CONDITION**

This entire agreement shall be suspensive upon the Lessee making payment of the amounts referred to in paragraph 3 and 4 timeously. In the absence of a written extension of time by the Lessor within which to effect payment (of the deposit or rental), this agreement shall lapse 7 days after the date upon which the deposit or rental fell due and payable. The provisions of this suspensive condition have been inserted for the benefit of the Lessor who shall be entitled at its discretion to waive fulfilment partially or in whole.