**TERMS OF SERVICE**

## 

## Entered into between

**CEREMONEY™**

and

**THE VENUE PARTNER**

Version 1.0 18/08/2021

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# **INTRODUCTION**

## Ceremoney is the provider of a software application and related services (collectively “the Services”) used to manage, track and arrange payment for purchases made by guests at hosted events.

## The Venue Partner desires to access and make use of the Services to manage, track and receive payment for purchases made on the account of event hosts at hosted events held at venues operated by the Venue Partner.

## The Parties therefore enter into this Agreement for the purposes contemplated in clause 1.2 in order to record the terms and conditions that shall govern their relationship.

# **DEFINITIONS AND INTERPRETATION**

## In this Agreement, unless the context expressly indicates otherwise, the following words and expressions shall have the meanings assigned to them below:

### "**Agreement**" means this written agreement together with the Venue Partner Form and any other documents or written terms and conditions expressly incorporated into this Agreement by reference;

### “**Business Day**” means any day other than a Saturday, Sunday or public holiday in the Territory;

### **“Ceremoney”** means Software Reapplied Pty Ltd, a company with registration number 2019/231352/07 with its registered office address 10 Wood Dove Place, Glen Eagles Estate, Kempton Park, 1630

### **“Ceremoney’s Nominated Account”** means a bank account nominated by Ceremoney in the Venue Partner Form, including as may be updated from time to time by Ceremoney in accordance with the provisions of this Agreement;

### “**Commencement Date**” means the Signature Date or the date on which the Venue Partner first accesses and uses the Ceremoney Software, whichever date is the sooner;

### **“Compatible Devices”** means computing devices as may be more fully specified in the Software Documentation on which lawfully licensed and distibuted copies of the Software may operate properly when used correctly by authorised users;

### **“Competing Service”** means any product or service other than a product or service supplied by Ceremoney that provides substantially the same services or functionality to Venue Partners, Guests and Hosts as Ceremoney;

### “**Confidential Information**” means, subject at all times to the further provisions of clause 12, information that is confidential or proprietary in nature including without being limited to:

#### the Venue Partner’s Stock List prices;

#### terms and conditions of this Agreement including but not limited to the fees and charges charged by Ceremoney; and

#### any Personal Information which either Party may disclose to the other pursuant to the terms and conditions of this Agreement or the provision of the Services;

### **“End-User License Agreement”** means anyterms and conditions which the Venue Partner or its authorised representatives and personnel may be required to accept when downloading the Software to a computing device or when otherwise accessing or using the Software;

### **“Event”** means a planned public or private occasion taking place at a Venue;

### **“Event Budget”** means a monetary amount determined by an Event Host that the Event Host authorises to be spent on the Event Host’s account at a Hosted Event;

### **“Event Host”** means a natural or juristic person who has contracted with the Venue Partner to host an Event at a Venue;

### **“Guest”** means a person attending a Hosted Event at the invitation of the Event Host;

### **“Hosted Event”** means an Event hosted or booked to be hosted at a Venue by agreement entered into between the Venue Partner and an Event Host or by their authorised representatives or lawful agents for any such purposes;

### "**Intellectual Property**" means any form of intellectual property recognised in law, whether or not registered, including but not limited to copyright, patents, trademarks, designs, including software user interface designs and layouts, functional specifications and the like;

### “**Nominated Account**” means the Venue Partner’s banking account, the details of which shall be submitted in Venue Partner Form and which the Venue Partner shall be entitled to change from time to time by making use of such method as Ceremoney may prescribe;

### **“Parties”** means Ceremoney and the Venue Partner and **“Party”** shall mean either one of them as the context may indicate;

### **“Personal Information”** means personal information as defined in the Protection of Personal Information Act 4 of 2013;

### "**Services**" means the provision by Ceremoney of the Software and related services for managing, tracking and arranging for payment to be made and received for purchases concluded using the Software;

### “**Signature Date**” means the date on which this Agreement has been signed by both the Venue Partner and Ceremoney provided that where the terms and conditions of this Agreement are offered to the Venue Partner by means of any method of online acceptance, the Signature Date shall be deemed to be the date on which the Venue Partner has indicated its acceptance of such terms and conditions in any manner recognised by the provisions of the Electronic Communications and Transactions Act 25 of 2002;

### **“Software”** means the Ceremoney Software System as may be more fully described in the Software Documentation;

### **“Software Documentation”** means any electronic or print documentation published by Ceremoney and provided by Ceremoney to the Venue Partner describing the material functionality of the Software from time to time;

### **“Stock Lists”** means details of the consumable items offered for sale at a Venue and the prices, including VAT, at which such items shall be offered for sale;

### **“Territory”** means, in relation to a Venue as contemplated by the provisions of clause 8, the country in which any such Venue may be located;

### “**VAT**” means Value Added Tax, levied from time to time in terms of the Value Added Tax Act, 91 of 1991 (as amended), of the laws of the Republic of South Africa and such other value-added or general sales taxes and the like which a Party is obliged to charge in relation to any products or services supplied by a Party in terms of this Agreement;

### **“Venue”** means any one of the locations specified in the Venue Partner Form, including as may be edited, revised or updated from time to time in accordance with the provisions of this Agreement;

### **“Venue Partner”** means the person described as such on the title page of this Agreement read with the Venue Partner Form;

### **“Venue Partner Form”** means any annexure or Venue Partner Form affixed to or included in this Agreement or any Venue Partner Form submitted by the Venue Partner from any official Ceremoney webpage containing, hyperlinking to or otherwise incorporating the terms and conditions of this Agreement at the time of such submission;

### **“Venue Partner’s Nominated Account”** means a bank account nominated by the Venue Partner in the Venue Partner Form, including as may be updated from time to time, by the Venue Partner in accordance with the provisions of this Agreement; and

### **“Venue Partnership Category”** means the Venue Partnership Category selected by the Venue Partner as indicated in the Venue Partner Form including as revised from time to time in accordance with the provisions of this Agreement.

## The headings to any clauses, Venue Partner Forms and appendices in this Agreement are for reference purposes only and shall in no way govern or affect the interpretation thereof.

## If any provision in the Introduction or any definition contains a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail unless a contrary intention can be proven.

## Where any number of days is prescribed in this Agreement, same shall be recorded exclusive of the first day and inclusive of the last day unless the last day falls on a day that is not a Business Day, in which case the last day shall be the next succeeding Business Day and, where any day referred to in this Agreement falls on a day that is not a Business Day, that reference shall be taken to mean the first Business Day following any such day.

## Expressions defined in this Agreement shall bear the same meanings in any annexures or Venue Partner Forms hereto, to the extent that such annexures or Venue Partner Forms do not themselves contain their own definitions of such expressions.

## Any reference in this Agreement to an Act of Parliament shall include any such Act as amended from time to time.

## A reference to a person shall include both natural and juristic persons unless the context expressly indicates otherwise and any reference to the singular shall include the plural and vice versa unless a contrary intention is clearly evident from the context.

## A reference to a Party, whether by name or not, includes a Party's successors in title and permitted assignees.

## The rule of construction that in the event of an ambiguity a contract or any provision thereof shall be interpreted against the Party responsible for the drafting thereof shall not apply in the interpretation of this Agreement.

## The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which by virtue of their nature must continue to have effect after such expiration or termination notwithstanding that the clauses themselves do not expressly provide for this.

# **COMMENCEMENT AND DURATION**

## This Agreement shall become binding and effective on the Signature Date and shall endure indefinitely unless or until terminated in accordance with the provisions of clause 13 below.

## Notwithstanding the Signature Date, the provisions of this Agreement shall be deemed to have taken effect with respect from the Commencement Date.

# **MUTUAL GOOD FAITH**

## Each of the Parties agree to perform any and all of their respective activities and obligations in terms of this Agreement in good faith and in a professional and responsible manner.

# **NO JOINT VENTURE OR UNDERTAKING**

## Nothing in this Agreement shall be deemed to have created a legal joint venture, whether incorporated or otherwise, or any other form of legal Venue Partnership between the Parties, nor to have authorised any one Party to incur any obligation or contractually bind the other Party in any way to any third party, unless expressly contemplated and provided for in this Agreement.

# **SOFTWARE LICENSE & APPOINTMENT AS VENUE PARTNER**

## In consideration of the mutual benefits to be exchanged between them as described in the Venue Partner Form, Ceremoney hereby agrees to license the Software to the Venue Partner and hereby appoints the Venue Partner to the Venue Partnership Category provided for in the Venue Partner Form and the Venue Partner accepts such license and appointment on the terms and conditions contained in this Agreement.

## Without derogating from the aforegoing, the Venue Partner acknowledges and agrees that the terms and conditions of this Agreement shall be in addition to any specific End-User License Agreement terms and conditions which the Venue Partner or its authorised representatives and personnel may be required to accept when downloading the Software to a computing device or otherwise accessing or using the Software.

## Ceremoney represents that properly maintained and updated instances of the Software shall offer authorised users the material user features and system functionality described in the Software Documentation when correctly by such users on Compatible Devices connected to the Internet.

## CEREMONEY LICENSES AND SUPPLIES THE SOFTWARE AND THE SERVICES “AS IS”. SAVE AS REPRESENTED IN PARAGRAPH 6.3 ABOVE, CEREMONEY MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE OR THE SERVICES SHALL BE FREE FROM DEFECT, ALWAYS AVAILABLE OR FIT FOR ANY PARTICULAR PURPOSE NOTWITHSTANDING WHETHER ANY SUCH PURPOSE MAY BE KNOWN TO CEREMONEY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.

# **SPECIFIC OBLIGATIONS OF THE VENUE PARTNER**

## As soon as possible following the Signature Date and by not later than the Commencement Date, the Venue Partner shall make use of the Software to add the details of its Stock Lists for each Venue listed in the Venue Partner Form, including as updated from time to time.

## The Venue Partner undertakes to make all persons booking or considering to book a Hosted Event at a Venue aware of the availability of Ceremoney’s Services, including where applicable by displaying any promotional display materials agreed to between the Parties, and to provide any such person with the Ceremoney’s contact particulars as specified in the Venue Partner Form.

## For the duration of this Agreement, the Venue Partner undertakes not to promote, license, develop, or otherwise Venue Partner with any person offering, any Competing Service, whether directly or indirectly.

## Under no circumstances shall the Venue Partner be permitted to make use of the Services in relation to any particular Hosted Event unless Ceremoney has provided the Venue Partner with prior written confirmation that the Event Host has accepted Ceremoney’s Event Host Terms and Conditions and made payment of the Event Budget to Ceremoney in advance of the Hosted Event.

## Where an Event Host has elected to make use of the Services in relation to a particular Hosted Event that has been booked by the Event Host to take place at a particular Venue, the Venue Partner undertakes not to increase any prices of items contained in any Stock List for that Venue unless at least 30 (thirty) days’ prior written notice of any such increase has been provided to the Event Host and to Ceremoney.

## The Venue Partner further undertakes and agrees that the prices for items listed in any Stock List for a particular Venue or for any particular Hosted Event taking place at a particular Venue shall not be inflated to compensate for Ceremoney’s Fees and shall not exceed the standard prices at which such items would ordinarily be sold to guests attending any event at the same Venue with due regard for the number of guests attending any such event.

## In the event that Guests request to be served with any items on the Stock List for a Hosted Event, the Venue Partner’s service representatives attending to such Guests shall ensure that Guests are aware of the provision of the Ceremoney Services and how to access and make use of same, including but not necessarily limited to by directing Guests to any promotional materials on display at the relevant Venue.

## In the event that any particular Venue does not offer reasonable mobile network Internet connectivity to Guests attending a Hosted Event at that Venue, the Venue Partner shall ensure that wireless Internet access is to made freely available to such Guests and that Guests are made reasonably aware of any necessarily network access credentials that such Guests may require to make use thereof.

# **RESPONSIBLE CONDUCT**

## Use of the Services shall not in any way absolve the Venue Partner from strict compliance with the provisions of any law that may be of application to the Venue Partner.

## Without derogating from the generality of the provisions of the aforegoing paragraph, the Venue Partner commits to socially responsible business practices at all times and shall be solely responsible for ensuring that alcohol, tobacco and other regulated substances are served only to persons lawfully entitled to purchase or be publicly served such substances in accordance with the laws of the Territory and for full and strict compliance with the requirements of any and all relevant licenses that may be applicable to the Venue Partner and its Venues.

## The Venue Partner further commits to refraining from charging any amount for the provision of plain tapped water to any Guest requesting or requiring same at a Hosted Event.

## The Venue Partner acknowledges that the mere ability of a Guest to make use of the Services to order any items at a Venue does not constitute an instruction or authorisation by Ceremoney to the Venue Partner or any of its Personnel to make any particular service available to a Guest and the Venue Partner indemnifies and holds Ceremoney harmless against any claims arising from any person alleging that any loss or harm was suffered as a result of the provision of any item or service to any person or Guest at a Venue.

# **PAYMENT OF VENUE PARTNER’S INVOICES FOR HOSTED EVENTS**

## The Venue Partner acknowledges that Ceremoney is not the purchaser of any items purchased from the Venue Partner by means of the Services and that Ceremoney shall act as a payment Receiving Agent for the Venue Partner in relation to any items purchased from the Venue Partner by means of the Software.

## Ceremoney undertakes to make payment to the Venue Partner of the total amount for all items purchased at a Hosted Event on the account of the Event Host by means of the Software from funds received by Ceremoney from an Event Host, net of Ceremoney’s Fees as detailed herein.

## Payments contemplated under paragraph 9.2 shall be made by Ceremoney to the Venue Partner’s Nominated Bank Account within 2 (two) Business Days of the date of conclusion of a Hosted Event.

## Save as provided for herein, Ceremoney shall have no liability or responsibility to collect or make payment to the Venue Partner of any other amounts that may be due by an Event Host to the Venue Partner, including but not limited to any Event cancellation fees, penalties or claims for loss of income where an Event Host cancels a booking made with a Venue Partner and the Venue Partner shall be solely responsible for the recovery of any such amounts or claims to which it may be entitled in law.

# **CEREMONEY FEES & CHARGES**

## Ceremoney shall charge the Venue Partner the Fees detailed in the Venue Partner Form dependent on the Venue Partnership Cagetory selected by the Venue Partner.

## The Fees detailed in the Venue Partner Form are VAT exclusive.

## The Ceremoney Fees contemplated and provided for in the Venue Partner Form may be updated or revised by Ceremoney from time to time on not less than 30 (thirty) days’ written notice to the Venue Partner. The Fees provided for in terms of this Agreement shall be the sole fees that may be due to Ceremony from time to time by the Venue Partner.

## Monthly fees, where applicable dependent on the Venue Partner’s selected Venue Partnership Category, shall be paid to Ceremoney by means of direct deposit into Ceremoney’s Nominated Account monthly in advance. Where any monthly fees remain outstanding to Ceremoney at the time that Ceremoney is required to make payment to the Venue Partner of any amount contemplated in terms of paragraph 9.2, Ceremoney shall be entitled to deduct and withhold such outstanding fees from the amount to be paid to the Venue Partner.

# **WARRANTIES & INDEMNITIES**

## Ceremoney warrants and represents that it owns or is lawfully entitled to license the Software to the Venue Partner.

## The Venue Partner warrants and represents that it either owns, manages or otherwise lawfully operates each of the Venues.

## Each of the Venue Partner and Ceremoney warrants in favour of the other that it will comply with all applicable laws to which it may be subject in the implementation of this Agreement.

## Each of the Parties hereby warrants in favour of the other that it knows of no facts or reasons which would preclude it from lawfully concluding this Agreement and the person accepting this Agreement on behalf of each Party warrants that he or she is duly authorised to do so and has all necessary permissions and consents required to enable him or her to do so.

## Ceremoney specifically warrants that its supply of the Services and/or the Venue Partner’s use of the Services shall not infringe in any way upon any other party’s rights including but not limited to any such party’s commercial, legal or Intellectual Property rights.

## Each Party (“the Indemnifying Party”) agrees to indemnify and hold the other Party (“the Indemnified Party”) harmless in respect of all claims, penalties, liabilities, costs or expenses that are made or imposed against the Indemnified Party by any third party as a result of any breach by the Indemnifying Party of any of the warranties contained in this Agreement.

# **CONFIDENTIALITY**

## The provisions of this clause 12 shall apply from the Signature Date provided that where any Confidentiality Agreement was already concluded between the Parties prior to the Signature Date the provisions of this clause 12 shall supplement the terms and conditions thereof and in the event of any direct conflict between the provisions of this clause and the provisions of the Confidentiality Agreement the provisions conferring the greatest protection to any Confidential Information and / or remedy for the infringement of confidentiality shall prevail to the limited extent of any such conflict.

## Subject to clauses 12.3 and 12.4, and save as otherwise expressly provided for in this Agreement, neither Party will during the operation of this Agreement nor thereafter disclose to any person or use for any purpose any Confidential Information made available to it (the "Recipient Party") by the other (the "Disclosing Party") other than where it:

### discloses such Confidential Information to such of its own employees or professional advisers (which may include lawyers, accountants and auditors) who have a need to know such Confidential Information for the proper performance of their duties, provided that the Recipient Party has given prior written instructions to its employees and/or professional advisors as to the restrictions on use and disclosure contained in this Agreement; or

### uses such Confidential Information in the proper exercise of its rights or the performance of its obligations under this Agreement.

## The Recipient Party will use its reasonable endeavours to minimise the risk of unauthorised disclosure or use of the Confidential Information and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using a standard of care which is no less than that standard of care which it applies for the protection of its own Confidential Information.

## Subject to clause 12.7, the restrictions on use and disclosure of Confidential Information under clause 12.1 will not apply to any Confidential Information which the Recipient Party can prove:

### was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or

### is required to be disclosed by law, regulation, order or regulators.

## Confidential Information will be subject to the obligations of confidence irrespective of whether that Confidential Information is communicated orally or in writing by the Disclosing Party or its authorised representatives or obtained through observations made by representatives of the Recipient Party.

## Confidential Information will not be exempted under clause 12.4 from restriction under this Agreement by reason only that:

### some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in clause 12.4; or

### such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in clause 12.4 if to obtain or derive such information would require substantial skill, labour or expense.

## For the avoidance of doubt, no provision of this Agreement should be construed in such a way that the Disclosing Party is deemed to have granted its consent to the Recipient Party to disclose the whole or any part of the Confidential Information in the event that:

### the Recipient Party receives a request for the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, 2 of 2000, as amended or any substantially equivalent legislation in another juridisction having application to a Party (collectively "**the Access to Information Laws**"); or

### the Disclosing Party has previously disclosed any of its Confidential Information to a third party in terms of the provisions of the the Access to Information Laws or any other law or court order.

## Subject to the provisions of clause 12.9, and subject to any other rights the Disclosing Party may have in law, the Parties agree that the disclosure of Confidential Information by the Recipient Party, otherwise than in accordance with the provisions of this Agreement, will entitle the Disclosing Party to institute action for breach of confidence against the Recipient Party.

## Each of the Parties acknowledges that the provisions of clause 12.8 will not be construed in such a manner as to exclude the applicability of any other ground of refusal contained in the the Access to Information Laws which may be applicable in the event that the Recipient Party receives a request for the whole or any part of the Confidential Information in terms of the Access to Information Laws.

## Notwithstanding the aforegoing provisions of this clause 12, each Party specifically consents and agrees to the other Party disclosing that the Venue Partner acts as a Ceremoney Venue Partner in its general promotional materials and for general testimonial purposes.

## This section dealing with confidentiality will survive any termination or cancellation of this Agreement for a minimum period of 5 (five) years.

# **REVISIONS & TERMINATION**

## The terms and conditions of this Agreement may be revised by Ceremoney on written notice to the Venue Partner subject at all times to the provisions of clause 13.2 and provided further that where Ceremoney makes any revision to its Fees before the occurrence of any Event already booked at a Venue and in respect of which the Event Host has elected to make use of the Ceremoney Software (hereinafter referred to as a “Prior Booked Event”), no such revision to the Ceremoney Fees shall take effect until the first Business Day after the occurrence of the last such Prior Booked Event unless both of the Parties mutually agree thereto in writing

## This Agreement may be terminated by either Party for convenience at any time on the provision of 5 (five) Business Days’ written notice to the other Party provided however that where notice of termination is delivered by either Party before the occurrence of a Prior Booked Event, this Agreement shall not terminate until after the occurrence of the last such Prior Booked Event unless both of the Parties mutually agree thereto in writing.

## In the event that either Party commits a material breach of this Agreement and, in the case of a remediable breach, remains in default for a period of 30 (thirty) days after receipt of a written notice from the other Party calling for that breach to be remedied, then the other Party shall be entitled, without prejudice to any other rights it may have hereunder or in law, to claim specific performance or to cancel and terminate this Agreement.

## Notwithstanding the provisions of clauses 13.1 and 13.2, a Party may immediately terminate this Agreement at any time by giving the other Party written notice of such termination if:

### a final and un-appealable judgment against the other Party remains unsatisfied for a period of 15 (fifteen) Business Days or more after it comes, or ought reasonably to have come, to the attention of that other Party;

### there is an Insolvency Event in respect of the other Party, meaning where that other Party is unable to pay its debts, becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally, becomes the subject of business rescue or business administration proceedings or is the subject of any events or circumstances or analogous to the foregoing;

### the other Party makes any arrangement or composition with its creditors generally or ceases or threatens to cease trading; or

### the other Party is, other than for the purposes or reconstruction or amalgamation, placed under voluntary or compulsory liquidation or under judicial management or under the equivalent of the foregoing.

## Any termination of this Agreement will be without prejudice to any claim that either Party may have against the other, including for damages, in respect of any breach or any prior breach of the terms and conditions of this Agreement.

# **LIMITATION OF LIABILITY**

## Under no circumstances whatsoever or howsoever arising in relation to this Agreement shall Ceremoney’s cumulative and aggregate liability to the Venue Partner in terms of this Agreement and irrespective of whether such claims arise in contract, in delict or otherwise, exceed an amount that is equal to the cumulative amount of Fees paid by the Venue Partner to Ceremony in the 6 (six) months prior to the date on which the circumstances giving rise to the last of any such claims arose and under no circumstances shall the Venue Partner be entitled to set off the amount of any claim for damages whether liquidated or otherwise that it may have against Ceremoney from any amount that may be due to Ceremoney in terms of this Agreement.

## Under no circumstances shall Ceremoney or any of its agents, including Ceremoney, for whose benefit this stipulation is inserted, be liable for any indirect, incidental or consequential losses or damages whatsoever (including but not limited to loss of profits, business, revenue or goodwill) and howsoever arising suffered by the Venue Partner or any third party and arising in any way in connection with this Agreement, nor for any Venue Partner liability to any third party, including any circumstances or consequences arising by virtue of the Venue Partner exercising any of its rights in accordance with the provisions of this Agreement.

# **FORCE MAJEURE**

## If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement, including any Service to be rendered by the Venue Partner, by reason of any *Force Majeure* then that Party shall be relieved of such obligations during the period of that *Force Majeure* and its consequences continue but only to the extent that it is so prevented and in which circumstances it shall not be liable for any delay or failure in the performance of such obligations or for any losses or damages whether general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given by the affected Party, where reasonably possible, of its inability to perform.

## Any Party invoking *Force Majeure* will upon the termination or cessation of the event giving rise thereto immediately give written notice thereof to the other Party. Should that *Force Majeure* event continue for a period of more than 30 (thirty) days then either Party will be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

# **DISPUTE RESOLUTION**

## If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement within 1 (one) week of any such dispute arising, or such extended period of time as the Parties may allow in writing, then such dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute within 15 (fifteen) Business Days of it having been referred to them.

## Nothing in this Agreement shall prevent either party from obtaining interim relief in any domestic court of competent jurisdiction on an urgent basis.

# **NOTICES AND DOMICILIUM**

## The Venue Partner’s physical address as recorded in the Venue Partner Form to this Agreement and Ceremoney’s physical address recorded in paragraph 2.1.3 shall serve as their respective *domicilium citandi et executandi* for all purposes arising out of or in connection with this Agreement unless or until a Party nominates and appoints a new domicilium address in either the Republic of South Africa or the Territory.

## Any notice given in terms of this Agreement shall be in writing and –

### if delivered by hand to the addressee at the addressee’s registered address or domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

### if posted by prepaid registered post to the addressee’s registered address or domicilium be deemed, unless the contrary is proved by the addressee, to have been received by the addressee on the 8th day following the date of such posting; or

### if sent by courier to the addressee at the addressee's registered address or domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the date of delivery by the courier service concerned.

## Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of email transmission shall be adequate written notice or communication to such Party.

# **new laws and inability to perform**

## In order to ensure compliance with the provisions of any new laws which may have an impact on this Agreement upon its coming into effect, the Parties undertake to comply with such laws as if they had been in force on the Signature Date; provided that if such compliance renders it impossible to comply with the letter and spirit of this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law.

## If the Venue Partner is prevented from performing any of its obligations in terms of this Agreement as a result of any new law, it shall not be liable to perform those of its obligations under this Agreement which are affected by the new law until such time as a variation to this Agreement has been reached in terms of clause 18.1 above. The Parties shall however, to the extent possible, continue to perform those obligations under this Agreement that are not affected by the new law.

# **GENERAL**

## Survival of Rights, Duties and Obligations: This Agreement shall be binding on a Party’s successors in title, including but not limited to any of Ceremoney’s Assignees, and any change in control of a Party after the Signature Date shall not affect the operation of this Agreement, nor shall termination of this Agreement for any cause whatsoever shall not release either Party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.

## Entire agreement: This Agreement together with all annexures / Venue Partner Forms hereto contains the entire agreement between the Parties and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

## Cession and Assignment: Save as expressly contemplated and provided for in this Agreement, all of the rights and obligations of the Venue Partner to this Agreement are personal to the Venue Partner and may not be ceded, assigned, transferred, charged, sub-licensed, sub-contracted or otherwise delegated, transferred or disposed of in whole or in part without the prior written consent of Ceremoney. Ceremoney may cede and assign all of its rights and obligations in terms of this Agreement to a third party at any time.

## Supersession: The terms and conditions set out herein cancel and supersede all prior negotiations and agreements entered into between the Parties relating to the matters set forth herein. In the event of any conflict between this Agreement and any other agreement between the Parties relating to the matters set forth herein, whether oral or in writing, this Agreement shall take precedence and be duly implemented.

## Further Assurance: The Parties shall co‑operate with each other and execute and deliver to the other of them such other instruments and documents and take such other actions as may be reasonably requested of either of the Parties from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this Agreement.

## Indulgences: No indulgence, leniency or extension of time which any Party (“the grantor”) may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

## Governing law: This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. All disputes, actions and other matters in connection with this Agreement shall be determined in accordance with such laws.

## Invalidity: Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## Severability: Each undertaking in this Agreement shall be construed as a separate undertaking and if one or more of the undertakings contained in this Agreement is found to be unenforceable or in any way unreasonable, the remaining undertakings shall continue to bind the Parties. To the extent possible in any jurisdiction to which this Agreement may apply or in which this Agreement may be enforced, if any undertaking contained in this Agreement is found to be void but would be valid if the period of application thereof were reduced or if some part of the undertaking were deleted, the undertaking in question shall apply with such modification as may be necessary to make it valid and effective.

## Cumulative Rights and Remedies: The rights and remedies of the Parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.

Signed at this the day of 2021.

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| **FOR CEREMONEY** |
|  |
| Who warrants that he/she is duly authorized thereto |
| Print name: |
| Title / capacity: |

Signed at this the day of 2021.

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| **FOR THE VENUE PARTNER** |
|  |
| Who warrants that he/she is duly authorized thereto |
| Print name: |
| Title / capacity: |