

TERMS AND CONDITIONS FOR THE BOOKING AND USE OF CAPE BAR FACILITIES

DEFINITIONS

1. In these terms and conditions –
 - 1.1. **'AV'** means audio-visual and includes video conferencing equipment, cables, adapters and wireless controllers and microphones;
 - 1.2. **'Business Day'** means a day other than a Saturday, Sunday or a public holiday;
 - 1.3. **'Cape Bar'** means the institution governed by the Council;
 - 1.4. **'Committee'** means the Council's Facilities Committee responsible for administering the Venues;
 - 1.5. **'Council Structure'** means the Council or a committee of the Council;
 - 1.6. **'Council'** means the Cape Bar Council, the governing body of the Cape Bar;
 - 1.7. **'Member'** means a member of the Cape Bar;
 - 1.8. **'Paying User'** means a User who agrees to hire a Venue at the applicable rate;
 - 1.9. **'Preferential Rate'** means the rate in clause 12;
 - 1.10. **'User'** means an entity or individual who uses or intends to use a Venue, and includes the Council, its committees, any Member and any other entity or individual whether or not affiliated to the Cape Bar;
 - 1.11. **'Venue'** means the Blue Room or the Common Room and its Annex, on the Ground Floor of Huguenot Chambers.

APPLICATION

2. These terms and conditions –
 - 2.1. govern the booking and use of the Venues; and
 - 2.2. bind every User.
3. No User may use a Venue without a secured booking for the duration of their use.
4. An application for a booking may be made only on the designated reservation form and through the Cape Bar's Venue booking system.

VENUES AND THEIR FACILITIES

5. The Blue Room, with a boardroom table seating 18 people, has laptop presentation facilities, three display screens and automated video-conferencing equipment with access to a virtual meeting room.
6. The Common Room, an auditorium for 30-50 people, has twin data projectors and screens for presentations connected either by cable or wirelessly to a User-provided laptop. Wireless microphones are provided for speakers. The Annex, with a boardroom table seating 12 people, does not have any AV or presentation equipment, but the adjoining Common Room can be used for presentations.

7. All Venues have complimentary internet access via Wi-Fi.
8. Written instructions are provided to guide the operation of the AV equipment. The User is responsible for operating the equipment including making any video conference calls. The Cape Bar does not provide the assistance of a technician or audio recording services.

PURPOSE OF USE

9. A Venue may be used for meetings of a Council Structure, the work of a Council Structure (such as pupillage training and CLE), consultations, arbitrations, social functions, law book displays, and displays of other professional goods or services marketed to Members.
10. The Committee must approve the use of a Venue for any other purpose.

USE BY A COUNCIL STRUCTURE

11. A Council Structure –
 - 11.1. may securely book and use an available Venue free of charge for a purpose directly related to the work of the Council or the committee concerned; and
 - 11.2. has priority access over any other User to an available Venue.

USE BY A PAYING USER

12. The following rates are payable by a Paying User for hiring a Venue.

	Blue Room	Common Room and Annex
Standard Rate	R5,000/day; R1,000/hour	R3,000/day; R600/hour
Preferential Rate	R3,000/day; R600/hour	R2,000/day; R400/hour

13. A Member is entitled to the Preferential Rate, provided the Member is personally funding the use of the Venue and does not claim the costs from another person. Exceptionally, the Committee may approve the Preferential Rate for a non-Member. Any other Paying User must pay the Standard Rate.
14. A Venue may be booked at a daily rate or an hourly rate. Use either before or after the booked times incurs an additional charge. Use for part of an hour is charged the full hour. Use for longer than five hours is charged the daily rate.
15. The Common Room and the Annex are booked together. The same rate is payable whether only one or both are used.
16. The rates include the use of the AV equipment in the Venue. No discount is available if the AV equipment is not used.

Deposits and payment

17. To secure a booking made more than five Business Days before the intended use, a Paying User must pay a deposit of 50% of the total rental.
18. To secure a booking made within five Business Days of the intended use, a Paying User must pay the total rental.

19. The total rental, less any deposit paid, is payable five Business Days before the intended use.
20. All payments must be made by EFT (no cash is accepted) into the following account of the Cape Bar Council:
- Name of account: Cape Bar Council
 Bank: First National Bank
 Branch: Adderley Street (201409)
 Account number: 62104924891
 Reference number: GND FLOOR + name of User
21. Proof of payment must be emailed to the address in clause 36.

Cancellation and refund

22. Depending on how long before the intended use the Cape Bar receives notice of a cancellation by a User, the Cape Bar will pay the following refund.

Business Days' notice	Refund
More than 10	Full refund of rental including any deposit
5 to 10	Refund of 75% of rental (ie refund of 50% of the deposit)
Fewer than 5	No refund of rental or deposit

23. No refund will be given for the unused period of a partially-used booking.
24. Despite any other provision, in exceptional circumstances, the Committee may in its sole discretion authorise the partial or full refund of a deposit or rental.
25. In exceptional circumstances, the Committee may cancel a booking, including a secured booking. In the unlikely event of this happening, the Cape Bar will notify the user of the cancellation as soon as possible and provide a full refund.

USE BY A MEMBER

26. A Member may either book a Venue as a Paying User or, subject to the following provisions, may make a free-use booking.
27. A free-use booking of a Venue by a Member –
- 27.1. is permissible only if the use of the Venue is necessary because of its size or AV facilities or the member occupies a Scottish model chamber and another consultation room is not available;
- 27.2. may not exceed two hours unless the member occupies a Scottish model chamber, in which case the period may not exceed four hours;
- 27.3. made within two Business Days before the intended use of a Venue is a secured booking; and
- 27.4. made more than two Business Days before the intended use of a Venue is initially regarded as a provisional booking, and unless clause 28 applies, automatically becomes a secured booking two Business Days before the intended use.
28. If a Council Structure or a Paying User wishes to use a Venue which is provisionally booked by a Member, the Member will be given a time-limited option to secure their

booking by converting it to a paid-use booking at the Preferential Rate. If the Member fails to do so, their provisional booking will be cancelled.

FREE USE BY A NON-MEMBER

29. In an exceptional case, the Committee may permit a non-Member to make a free-use booking in which case, clauses 27 to 28 apply.

ACCESS

30. Other than meetings of the Council, unless otherwise arranged, a Venue may be used only on a Business Day and only between 09:00 and 16:15.
31. The Booking Administrator will provide instructions on use of the access control system.

CATERING

32. The Cape Bar will provide Paying Users with room temperature bottled water (18 in the Blue Room and 12 in the Annex). Users will be able to order refreshments from the restaurant on the ground floor once it is open.
33. The server area in the Common Room (not the Cape Bar kitchen) is available for use. A User who requires catering services must make their own arrangements, including hiring of cutlery, crockery, coffee, tea or other refreshments and cleaning after their function.

LIABILITY

34. The User under whose name a booking is made is liable for any damage or loss to a Venue or its equipment regardless of its cause.
35. The Council, its employees and members of the Committee are not liable for any wasted costs or other loss caused by a booking being cancelled or because a Venue is unsuitable or unusable for any reason.

COMMUNICATION

36. No communication to the Cape Bar in relation to the booking, cancellation or use of a Venue will be regarded as effective unless it is in writing or confirmed in writing by email to venues@capebar.co.za addressed to the Booking Administrator.
37. Any such email received after hours, will be regarded as having been received on the following Business Day.
38. A User may request the Booking Administrator to refer any issue about the interpretation or application of these terms and conditions to the Chairperson of the Committee for determination.
39. Any dispute about a booking must be referred to the Chairperson of the Committee for determination.