

# IRWW

ROBBIE WILLIAMS

25 | 26 JAN '25

SUNBET ARENA | TIME SQUARE  
PRETORIA



BIG 94.7

## VIP HOSPITALITY FACILITY

Luxury cocktail lounge adjacent to the Arena

Premium reserved concert show ticket

Gourmet catering including; sushi, canapés, selection of

bowl meals and delectable desserts

Complimentary premium bar facility

Tea and coffee service

Fully staffed facility

Parking 1:2

**R4 995 pp Excl VAT**

*Packages subject to availability at the time of booking*



**circa**



| 011 579 2900



| sales@circa.co.za



| www.circa.co.za

# BOOKING FORM



Return completed booking form to:  
 E-Mail: sales@circa.co.za  
 011 579-2900

BOOKING FORMS WILL ONLY BE ACCEPTED IF ALL INFORMATION IS COMPLETED

Company Details: (where applicable)

Company Name:	
Company VAT Number:	
Company Reg Number:	
Purchase Order Number:	

Personal Details:

Contact Person:	
ID Number:	
Designation:	
Telephone:	
Cell Number:	
Email Address:	
Postal Address:	
Accountant's Name:	
Accountant's Telephone:	
Accountant's Email:	

HOSPITALITY EVENT DETAILS:

Event:	2025 Robbie Williams live		
Venue:	Sunbet Arena, Time Square, Pretoria		
Date	25 January 2025	26 January 2025	
	Hospitality Price (excl. VAT)	No. of packages	Total (excl. VAT)
VIP Hospitality Package	R4 995		

All packages are subject to availability at the time of booking.

Terms and conditions accepted and duly agreed on:

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the client,

do hereby warrant that I am duly authorised and confirm that I have read and understood the attached Circa Hospitality

Contract and agrees to abide by same without condition or restriction.

Name and Surname: .....

Signature: ..... Date: .....

<b>FOR OFFICE USE:</b>			
JOB NUMBER:		SALES EXECUTIVE:	
CAPTURED BY:		APPROVED BY:	

## HOSPITALITY CONTRACT

Entered into by and between  
**KOUGA DEVELOPMENT COMPANY PTY LTD T/A CIRCA**  
(Hereinafter referred to as "CIRCA")

And

\_\_\_\_\_  
(Hereinafter referred to as "The Client")

### **1 PURCHASE AND SALE**

CIRCA hereby agrees to sell to the Client, who hereby agrees to purchase from Circa the hospitality packages as per the sales proposal/quotation presented by CIRCA to the Client, on the terms and conditions contained herein. Please note that the sale of the hospitality packages is subject to availability.

- 1.1 Incomplete booking forms will not be processed by CIRCA. The Client warrants to CIRCA that all information supplied in the booking form to be true and correct.
- 1.2 On receipt of the completed booking form from the Client by CIRCA, such shall constitute an offer by the Client to purchase from CIRCA, which offer shall remain valid for a period of 30 days calculated from the date the booking form is received by CIRCA.
- 1.3 It is the obligation of the Client to ensure that CIRCA is in receipt of the booking form.
- 1.4 Upon receipt of the booking form, CIRCA will consider the Client's application. CIRCA reserves the right to refuse to sell to any person/entity.
- 1.5 If CIRCA informs the Client in writing that its application for the hospitality package(s) has been unsuccessful, for any reason whatsoever, which is entirely at CIRCA's sole discretion, the offer shall immediately lapse and the Client shall have no claim for damages (direct or consequential) against CIRCA as a result of CIRCA's decision.

### **2 PAYMENT OF PURCHASE PRICE**

The Client shall:

- 2.1 pay to CIRCA 50% of the purchase price upon receipt of an appropriate VAT invoice from CIRCA. The hospitality package(s) requested by the Client shall only be reserved and confirmed for the Client once this signed agreement together with a 50% deposit has been received by CIRCA. Any possible refund or partial refund of the deposit will be subject to the terms of clauses 9 and 10 below.
- 2.2 ensure that the remaining 50% of the purchase price reflects in CIRCA's bank account at least 8 weeks prior to collection of the hospitality packages. CIRCA shall advise the Client as to when the hospitality packages would be available for collection.
- 2.3 be entitled to physical possession of the hospitality packages only once the full purchase price has been received by CIRCA. Payment has to reflect in CIRCA's bank account as cleared funds before any package(s) would be released to the Client, and it is to be accepted that a recorded proof of payment on its own will not suffice as receipt of payment by CIRCA. Payment by cheque will not be accepted.
- 2.4 Should payment not be received by CIRCA at least 8 weeks prior to the collection date and/or the hospitality package(s) is/are not collected by Client on the date advised by CIRCA, CIRCA shall have the right, without prejudice to any of its rights in law, to cancel this agreement without notice to the Client and to retain any and all payments received in terms of this agreement as a genuine pre-estimate of the liquidated damages suffered by it, and to do with the hospitality package(s) as CIRCA may deem fit.

### **3 COLLECTION AND RELEASE**

- 3.1 For security reasons, CIRCA will not post, deliver or courier any hospitality package(s) to clients, unless otherwise specifically agreed to by CIRCA in writing against a written quotation. CIRCA will not be liable for any damage or loss to the Client. The Client shall assume full responsibility for the postage, courier or delivery costs of the hospitality package(s) to it/them and such costs must be paid by the Client to Circa in advance of the delivery taking place and or at CIRCA's request.
- 3.2 CIRCA will not replace any tickets that have been lost, destroyed or for any other reason whatsoever.

#### **4 INFORMATION AND PRICING**

- 4.1 Whilst every effort will be made to ensure the accuracy of the information contained on CIRCA's website, brochure and or quote, such information is subject to alteration or amendment at any time without prior notice to the Client, without risk to CIRCA. CIRCA shall not be held liable for any inaccuracies on any website, brochure or quote supplied by it or an associated partner, and CIRCA will not be held liable for any damages or loss arising out of such incorrect or amended information.
- 4.2 CIRCA shall be entitled, at its sole discretion, to determine the pricing of any hospitality package or service and may adjust the price in accordance with the prevailing market conditions without prior notice to anyone. No price change will be implemented once payment is received in full from the Client against an issued invoice unless changes are requested by the Client.

#### **5 CATERING AND SPECIAL DIETARY REQUIREMENTS**

- 5.1 CIRCA shall provide and offer catering as well as a variety of alcoholic and non-alcoholic beverages in the designated hospitality areas. All food and alcoholic beverages must be consumed within the hospitality areas.
- 5.2 It is the Client's obligation to ensure that CIRCA is notified on the booking form of any special dietary requirement(s). There will be an additional charge to the Client for special catering and or dietary requirements/requests. Notice of any special dietary requirements must be received by CIRCA at least 2 weeks prior to the event. Failing to do so, Circa shall assume that no special dietary requirement is necessary.

#### **6 PARKING**

- 6.1 If the hospitality package(s) include a parking ticket, then the Client acknowledges that parking is at the Client's own risk.

#### **7 CHILDREN AND MINORS**

- 7.1 The Client is solely responsible at all material times for the care, supervision and safety of their minor child(ren), guests or invitees.
- 7.2 CIRCA is not responsible for any incident involving minor children accompanying the Client and the Client's guests and invitees.

#### **8 ACCESS TO HOSPITALITY AREAS**

- 8.1 In order to gain access to the hospitality area the Client shall ensure that the necessary accreditation pass is displayed in the required manner and all guests are in possession of a general access ticket. No access will be granted to the hospitality area without the required accreditation pass and general access ticket being presented at the security check point.
- 8.2 Failure to present the appropriate accreditation pass and general access ticket upon request may result in eviction from the hospitality area, stadium or venue.
- 8.3 Right of admission to the hospitality area is reserved by CIRCA.

#### **9 CANCELLATION OF AGREEMENT BY CLIENT**

Should the Client cancel this agreement for any reason whatsoever:

- 9.1 more than 45 calendar days prior to the scheduled date of the Event, the Client agrees that he/she/it/they will be liable to CIRCA for an amount equal to 50% of the Purchase Price of the hospitality package(s) and CIRCA is entitled to retain such amount, and refund the balance, if any, to the Client.
- 9.2 more than 30 calendar days but less than 45 calendar days prior to the scheduled date of the Event, the Client agrees that he/she/it/they will be liable to CIRCA for an amount equal to 75% of the Purchase Price or part thereof, and CIRCA is entitled to retain such amount, and refund the balance, if any, to the Client. In the event that the Client has yet to pay the difference between the deposit and the applicable penalty amount, then CIRCA will invoice the outstanding amount to the Client for payment.
- 9.3 less than 30 calendar days prior to the scheduled date of the Event, the Client agrees that CIRCA may retain any monies received, and CIRCA will then issue an invoice for the Client for payment of the outstanding balance of the full purchase price.
- 9.4 it is specifically recorded that the Client agrees that he/she/it/they will not be entitled to receive any interest on monies paid as a deposit to CIRCA.

- 9.5 in the event of the Client cancelling this agreement for any reason whatsoever, CIRCA shall be entitled in its sole and absolute discretion to deal with the hospitality package(s) as it may deem fit and the Client shall not be entitled to the use of any such hospitality package(s) and or hospitality facility, nor will any hospitality services be provided to the Client.
- 9.6 Cancellation by the Client of this agreement will only be valid if receipt of such notice to cancel is acknowledged by an authorized representative of CIRCA.

## 10 CANCELLATION OR POSTPONEMENT OF EVENT

Should the Event, due to force majeure or for any reason beyond CIRCA's reasonable control:

- 10.1 be cancelled more than 30 days prior to the Event, CIRCA shall refund the Client the full purchase price of the hospitality package(s) less any cancellation charges applicable to tickets.
- 10.2 be cancelled less than 30 but more than 14 days prior to the Event, CIRCA shall refund the Client up to 50% of the purchase price of the hospitality package, less any other cancellation charges applicable to tickets.
- 10.3 be cancelled less than 14 days prior to the Event, CIRCA shall refund the Client up to 25% of the purchase price of the hospitality package(s), less any other cancellation charges applicable to tickets.
- 10.4 should the Event be canceled due to Covid-19 restrictions imposed by government at any time before the Event is scheduled to take place, CIRCA shall refund the Client up to 90% of the purchase price of the hospitality package(s) less any other cancellation charges applicable to tickets. The amounts retained by CIRCA is to cover *inter alia* the administration fees incurred by CIRCA.

## 11 TRANSFER OF HOSPITALITY PACKAGES AND HOSPITALITY PASSES

- 11.1 The hospitality package(s) may not be transferred by Client to another without CIRCA's written consent.
- 11.2 The Client is prohibited from reselling the hospitality package(s) and/or awarding the hospitality package(s) as a prize to another without CIRCA's written consent. Should this happen, CIRCA shall be entitled to cancel the hospitality package(s) without any liability to the Client.
- 11.3 The Client is prohibited from transferring the hospitality passes on the day of the Event to another, who would otherwise not be permitted access to the hospitality area.
- 11.4 Any transfer of hospitality package(s) and/or hospitality pass(es), in contravention of the above, shall place at risk the bearer of such hospitality package(s) and/or hospitality pass(es), who may be denied access to the hospitality area.

## 12 GENERAL

- 12.1 Should the Client pay for the hospitality package(s) by credit or debit card, then a surcharge of 5% including VAT on the purchase price shall be paid by the Client to CIRCA. CIRCA shall invoice the Client accordingly.
- 12.2 Any courier, post or delivery fee(s) incurred by CIRCA for and on behalf of the Client will be for the Client's account.
- 12.3 CIRCA shall be entitled at its discretion to charge interest, on all overdue amounts at the rate of 3% above the prime interest rate, compounded monthly and calculated from due date to date of payment. Due date is deemed to be 7 days after invoicing of the client by CIRCA.
- 12.4 CIRCA shall be entitled, but not obliged, to institute proceedings against the Client out of the Magistrate's Court; notwithstanding if the amount owing exceed the jurisdiction of the Magistrate's Court. The Client agrees to be liable to CIRCA for all legal costs on the attorney and own client scale.
- 12.5 A certificate signed by a Director or Manager of CIRCA reflecting the amount of the Client's indebtedness to it, including the amount of interest accrued thereon shall be *prima facie* proof of the contents and correctness thereof.
- 12.6 This agreement constitutes the entire agreement between the parties and no variation or agreed cancellation or amendments to any term or condition hereof shall be valid or binding on CIRCA unless reduced to writing and signed by an authorized representative of CIRCA.
- 12.7 No relaxation or indulgence by CIRCA may constitute a waiver of its rights and shall not preclude it from exercising any rights which may have arisen in the past or which might arise in the future.
- 12.8 Any annexure signed by the Client shall form an annexure to this agreement, and the Client undertakes to be bound thereto.
- 12.9 The address inserted on CIRCA's official quotation shall be the *domicilium* address nominated by the Client in terms of this agreement for the purpose of serving legal notices.

- 12.10 The Client undertakes to pay all costs of repairing, restoring or replacing any proven damage to any part of the hospitality area caused by any act, default, omission or neglect of the Client, their guests or invitees within 7 days of receipt of an invoice from CIRCA.
- 12.11 The Client shall have no advertising or sponsorship rights or association with the event.

**13 INDEMNITY**

- 13.1 CIRCA, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstances be held liable for any damage or loss suffered by the Client or any third-party bearer of the hospitality package(s) sold to the Client, arising from any act or omission by CIRCA, its employee/s, officer/s, agent/s, and/or any other person or organisation, and the Client hereby irrevocably indemnifies CIRCA against such claims.
  
- 13.2 The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. CIRCA and or its authorised agent cannot prevent any attendees from becoming exposed to, contracting, or spreading the Covid-19 virus or any other communicable disease while attending the Event. It is not possible to prevent against the presence of the disease. Therefore, it is quite possible that attendees may be at risk of contracting or spreading the Covid-19 virus or any other communicable diseases. By entering a venue or hospitality area, the attendee assumes the risks to and understand the above warning concerning the Covid-19 virus or any other communicable diseases. The attendee hereby acknowledges that he/she/it/they have been well informed and is/are aware that by attending the Event and entering a venue or hospitality area he/she/it/they may be at risk of being exposed to, contracting, and/or spreading the Covid-19 virus or any other communicable diseases. The Client agrees to adhere to all Covid-19 protocols that will be implemented while attending the Event.
  
- 13.3 The ticket holder waives the right to bring any claim, whether for illness, sickness, personal injury and death, including the loss of/to property, against CIRCA.

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the Client, do hereby warrant that I am duly authorised and confirm that I have read and understood this contract and agree to abide by these terms and conditions as set out above.

**Authorised signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_