



# WESTERN PROVINCE MOTOR CLUB

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## WPMC Hospitality Hire Terms & Conditions

This agreement is made by and entered into between the Western Province Motor Club (herein after called the 'WPMC') and the client (herein after called the 'Organizer'). The Organizer is planning to organize an event at the premises of the WPMC.

### **1. TERMS AND CONDITIONS**

#### **1.1. BOOKING PROCEDURE**

##### Quotation

Based on an inquiry from the Organizer and confirmation of receipt of such an inquiry by the WPMC, the Organizer submits a request to the WPMC to reserve space to organize its Event, upon which the WPMC provides the Organizer with a quotation.

##### Confirmed Booking

The booking is confirmed once the Organizer has submitted the completed booking documents, accepted the quotation and has paid 50% of the quoted amount which is non-refundable as stated in Clause 1.5 herein. Upon the confirmation the quotation, together with these Terms and Conditions, is deemed to be the Contract.

#### **1.2. VENUE CHARGES**

Venue Charges are payable for use of the space(s) only and does not include use of space for any signs, banners or advertisements or any of the provisions or other purposes or the provision of any Ancillary Services.

Any other services not specified above and which is provided under Ancillary Services shall be charged and invoiced separately.

#### **1.3. VENUE RENTAL HIRE PERIOD**

The standard hire period is 8 Hours. Extended periods may be permitted at the sole discretion of the WPMC.

#### **1.4. VENUE SET-UP PLANS**

The WPMC must be provided with setup plans from the organizer.

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All event floor plans must be approved and confirmed by the WPMC in writing. Proposed plans must be provided to the WPMC for the approval two weeks prior to the Event.

### 1.5. PAYMENT TERMS

#### Bookings policy

1. Bookings are not confirmed unless received on the official booking form, accompanied by the relevant deposit of 50% of Venue Hire Fee, no later than 5 working days after the date the booking was made. A proof of payment must be remitted to WPMC.
2. The balance of the hire cost is required at least 20 working days prior to the event. If the booking is made less than 20 working days from the proposed hire, all costs must be paid at the time of booking.
3. Cancellations accepted with refund up to 40 working days prior to your event. Cancellations between 40 and 30 working days are possible with a forfeit of 50% of the deposit; cancellations between 30 and 20 working days are possible with a forfeit of the full deposit; cancellations between 20 and 10 working days are possible with a forfeit of 75% of the full charge; cancellations 10 or less working days prior to the event will be charged the full hire fee amount.
4. Should the client cancel the booking, or fail to make payments when due, the booking will be cancelled and the deposit retained for administration costs. In the event of failure to make the final payment or cancellation occurring within 10 working days of the booking date, the WPMC shall have the right to recover the full amount payable for the booking.

Mode of payment shall be at the sole discretion of the WPMC.

Payments can be made by cash, company cheque, bank draft, credit card or EFT. Should payments be made via cheques, please make it payable to Western Province Motor Club or if by EFT, to the WPMC bank account:

*Beneficiary Name: WESTERN PROVINCE MOTOR CLUB*

*Bank Name : NEDBANK*

*Bank Address : SOUTHERN PENINSULA*

*Account No. : 1232041807*

*Branch Code : 123209*

All payments are to be made in South African Rand.

### 1.6. BREACH & TERMINATION

#### Non-payment

If the Organizer does not fulfil its payment obligations as specified above, the WPMC has the right to terminate the Contract, whereupon all payments already made by the Organizer shall be forfeited

Initial here

absolutely to the WPMC and without prejudice to the right of the WPMC to recover the agreed liquidated damages specified in paragraph herein or any other right or remedy which the WPMC may have against the Organizer.

Termination

Notwithstanding anything else contained herein, the WPMC may be entitled to forthwith terminate the Contract in any of the following circumstances:

1. the Organizer fails to fulfil or commit, permit or suffer to occur any breach or default in due and punctual observance or performance of any obligation covenants or provision laid down in the Contract stated herein;
2. the Organizer alters the purpose and /or profile of the Event without the written approval of the WPMC ;
3. the Event could jeopardize public safety or order, or carry the risk of personal injury or damage to property ;
4. the Organizer commits any material breach of the terms and conditions of this Contract;
5. the Organizer enters liquidation whether compulsory or voluntarily other than for the purpose of amalgamation or reconstruction or has receiver appointed in respect of all or any part of its assets or has a court order judgment or decree obtained against it;
6. the Organizer makes an assignment for the benefit of, or enters into, an arrangement or composition with creditors or is unable to pay its debts;
7. if the Organizer is found to be bankrupt or commits any act of bankruptcy or becomes bankrupt;
8. if the Organizer ceases or is legally declared insane; and/or
9. if any distress or execution proceedings is levied against the Organizer.

Upon termination, all payments already made by the Organizer shall be forfeited absolutely to the WPMC and without prejudice to the right or remedy which the WPMC may have against the organizer.

**1.7. PERMITTED AND PROHIBITED USE**

The Organizer shall use the Venue strictly for the purpose of conducting the Event. No change whatsoever in the Event shall be effected without the WPMC prior written approval whose approval shall be strictly at its sole and absolute discretion.

Prohibited Use

The following use is strictly prohibited:

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- any activities which emit, accumulate and disseminate or may emit, accumulate and disseminate any unpleasant odour or which accumulate dirt or cause nuisance or annoyance to the general public and the neighbouring occupiers;
- any activities or trades dealing with substances and chemicals of any explosive and dangerous character and their by-products;
- as funeral parlour or for any businesses or trades in connection with the supply of items or services for funeral and other funeral related occasions;
- for any activities in connection with, or related to, the supernatural and/or the occult;
- for the setting up of places of worship and prayer in respect of any cult, religion or beliefs;
- for any religious or political activities or political rallies;
- for any businesses or trades which involve gaming in any form except for gaming permitted and licensed under South African law and further permitted by the WPMC;
- or for any immoral improper, offensive or unlawful activities including, without limitation, the operation of brothels.

#### **1.8. VACANT POSSESSION**

The WPMC is not responsible for the safekeeping of any items left at the WPMC premises during and after the Event. Should the Organizer request the WPMC to store items, the WPMC may charge the event Organizer reasonable removal and/or storage fees.

#### **1.9. DAMAGE TO THE WPMC**

The Organizer shall be responsible for all damages caused either to the Venue or any other part of the premises of the WPMC by any persons in attendance at the Event (other than those under the control and direction of the WPMC) or any contractors engaged by the Organizer for the Event and shall immediately pay to the WPMC on demand, the cost of rectification of any damage.

Subject to the approval of the WPMC, promotional material and displays cannot be posted, tacked, nailed, screwed or attached to column walls, floors or other parts of the building or furniture of the WPMC. In the event permission is granted, the Organizer shall be responsible to make good the damage (if any) caused by removing the promotional materials and displays.

#### **1.10. EQUIPMENT INGRESS & EGRESS**

The Organizer must only use entrances and exits designated by the WPMC for moving in or moving out equipment or any other materials and must comply with all regulations and directions of the WPMC as to access and vehicle movement and load limits.

### **2. TECHNICAL**

#### **2.1. ACCESS**

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### Access To Venue

The WPMC has an obligation to all personnel and visitors to protect their health and safety whilst on site. In addition, as Organizer, contractors or individuals accessing the site, there is a reciprocal obligation to ensure that work activities do not endanger the safety of workers or others.

The Organizer shall be responsible in ensuring all persons entering the WPMC premises including but not limited to its contractors, workers, participants and spectators to comply with access control measures.

### Contractors/Workers

The Organizer shall be responsible for all persons undertaking work at the WPMC in that they must comply with the following requirements:

- Access control instructions issued by the WPMC Security Command Center;
- All contractors are responsible for their sub-contractor and employees access.

## **2.2. ASSUMPTION OF RISK FOR ORGANISER**

The Organizer acknowledges that the nature of the services requested by them, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in Event Venue and various other factors make it reasonable that the Organizer shall assume the risk of any injury, loss and/or damage during the Event period.

The Organizer also acknowledges that the WPMC cannot be responsible for the safe keeping of any equipment, supplies, merchandise, fixtures, displays and any other property (if any) brought into the Venue or storage or any other area where access has been provided to the Organizer by the WPMC for the Event. Accordingly, the Organizer acknowledges that it will be responsible in providing for security any such aforementioned items and hereby assumes the responsibility for loss thereof.

The Organizer shall insure, indemnify and hold the WPMC harmless in respect of all costs, claims and expenses to which the WPMC may in any way be subjected to as a result of any loss or injury arising to any person howsoever caused as a result of any act or default by the Organizer, his agents, contractors or guests. The Organizer shall be responsible for making good any loss or damage to any items that they have rented or hired from the outsourced contractors.

## **3. FOOD & BEVERAGES**

### Beverage & corkage

Beverages can be ordered through the WPMC or its appointed panel.

No beverages may be brought into the WPMC by the Organizer, its contractor and/or sub-contractor or any other person hired by the Organizer unless prior arrangement has been made with the WPMC.

Corkage can be charged for beverages brought into the WPMC inclusive for promotional and sponsorship purposes.

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### Catering policy

The WPMC Hospitality Department can be available to facilitate the Organizers catering needs or outside caterers can be contracted by the Organizer as long as prior arrangement has been made with the WPMC.

### Cooking

Cooking with open fire is only allowed with the WPMC's prior written consent.

## **4. GENERAL CONDITIONS & INFORMATION**

### **4.1 AMBULANCE, MEDICAL SERVICES, RESCUE, FIRE, ETC**

An ambulance and medical staff can be provided when hiring the venue, South African Paramedic Services (SAPS) are the WPMC's preferred service provider for all medical issues at Killarney International Raceway. This will be for the account of the organizer.

If equipment is damaged/used during events or extinguishers have to be refilled after events, this will be for the account of the organizer.

### **4.2 NOISE POLLUTION AND NOISE ISSUES**

Noise can travel a long way, particularly in certain climatic conditions and that we must act in accordance with the regulations, in ensuring the future of the race track, that everyone abides by the rules.

Sound rigs and loud music systems must be kept at a reasonable level, the WPMC's discretion will apply. All music is to be turned down after midnight.

### **4.3. ANNOUNCEMENTS**

The WPMC reserves the right to make announcements as deemed necessary at any time in the interest of public safety. The Organizer agrees that it will cooperate with the WPMC's staff in making such announcements.

### **4.4. COMPRESSED GASES**

Compressed flammable gases are prohibited inside the venue. This includes acetylene, hydrogen, propane and butane.

### **4.5 STORAGE AND USE OF PETROLEUM**

All petroleum spirit must be stored in metal containers complying with the relevant South African Standard or containers specifically designed to hold fuel, away from any source of ignition, and, if on site for an event, in the designated fuel storage area. No more than 40 Litres of fuel may be stored in one building, no matter what the size of the building.

All containers must be clearly and indelibly marked "Petroleum Spirit – Highly Flammable". All empty containers must be cleared from the venue after the Event.

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Petrol is to be used as a fuel only, and not for any other purpose.

#### **4.6. ELECTRICAL SAFETY**

All electrical equipment must be maintained in a safe condition suitable for the purpose. Extension leads/cables should be flexible and not of semi-rigid cable of the type used for household wiring. Neoprene covered cable will resist damage by oil.

A residual circuit breaker should be used for all electrical equipment connected to 240 volt mains.

Hand tools should preferably be of the “double insulated” or “all insulated” type. Electrical equipment and hand tools should not be used where flammable vapours may be present, for example where fuel is being stored or refuelling is taking place.

#### **4.7. GENERAL WORKING PRACTICES**

All working areas should be kept clean and tidy, and any waste should be removed and placed in the containers provided. All spillages should be cleaned up immediately.

All trailing wires and hoses should not be allowed to create a trip hazard.

All safety notices must be complied with.

Any person carrying out work must ensure that they adopt safe working practices at all times, and comply with any relevant statutory provision and/or published guidance.

#### **4.8. FIRE ESCAPES**

Fire escapes are located throughout the venue and are demarcated with signage. The Organizer shall ensure that neither the signage nor the exits are obstructed in any way.

#### **4.9. FIRE REGULATIONS**

Organizers are advised that the following fire regulations apply at the WPMC:

- Fire extinguishers on walls, floor or elsewhere may not be removed or obstructed in any manner.
- Any Organizer having equipment which produces heat, smoke or open flames as an integral part of the product demonstration must receive written approval from the WPMC.
- All aisles and main gangways must be kept clear at all times.
- Ensure that fire extinguisher equipment, emergency exits and signage (including those inside exhibits) remain visible and accessible at all times.
- Any construction materials found to be flammable may be required to be dismantled.

#### **4.10. FIRE PROTECTION EQUIPMENT AND ACCESSORIES**

The Organizer or its contractor/sub-contractor shall be responsible in providing all the fire protection equipment, accessories or any other requirements specified by the WPMC.

Initial here

The WPMC reserves the right to inspect and to ensure serviceability and operation of said equipment and accessories. In this respect, the WPMC shall have the right to reject such equipment or accessories if found faulty and not to the authorities requirements.

#### **4.11. HAZARDOUS/ DANGEROUS ITEMS**

- a. Items having characteristics and properties as described below:
  - Highly inflammable and combustible
  - Highly corrosive
  - Permeate or generate noxious or toxic fumes
  - Radioactive
  - Explosives are strictly not permitted at the WPMC.
- b. Exhibits and working demonstrations using naked flames are not permitted unless prior written approval is obtained from the relevant Authorities. All documents pertaining to such approval together with descriptive plan(s) of exhibits and demonstration plan(s) are to be submitted to the WPMC two (2) weeks prior to event date.
- c. The use of laser and neon products and those emitting ultra violet rays are subject to:
  - (i) all relevant legislation and regulations being observed.
  - (ii) suitable fire protection equipment and warning notices being provided.
- d. The WPMC reserves the right to inspect such items as described in (b) and (c) and to take appropriate action if the same are found undeclared and not conforming to the permits of use.

#### **4.12. FIREARMS**

Only people with firearm licenses are allowed to carry firearms. Firearms are to be concealed at all times.

#### **4.13. FIREWORKS (PYROTECHNICS)**

A permit is required from the Fire Department and Department of Civil Aviation for the use of fireworks in displays or demonstrations taking place at the venue. This permit must be presented to the WPMC at least 7 days prior to the Event display. A noise exemption certificate will also be required for any fireworks displays.

#### **4.14. SMOKE MACHINE**

Event organizers must advise the WPMC in advance of their intent to use their own smoke machines.

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The event co-coordinator will arrange the deactivation of smoke detection systems and implement alternative safety measures.

**4.15. SMOKING (Policy)**

The WPMC is categorized as a sports complex and a public venue and therefore smoking is strictly not allowed in any buildings. The organizers acknowledge that a strict no-smoking policy is operational in the buildings at all times and to endeavour to ensure their guest or participants also comply.

**4.16. FILMING AND BROADCASTING**

The Licensee/organizers shall not, without prior approval from the WPMC, engage in or permit any form of photography or filming, sound or video recording, telecasting and broadcasting from and/or within the Venue. If such activities are approved by the WPMC it will be subjected to the appropriate charges.

**4.17. LICENCE AND LICENCE COSTS**

The Organizer shall, at its own cost and expense, procure and obtain all necessary licenses, permits, registration, authorities and approvals and other consents necessary from the appropriate authorities in organizing the Event at the Venue (including but not limited to any permits or licenses for the reproduction of phonographically or other musical medium) and ensure that all licenses, permits, authorities and approvals are valid for the duration of the scheduled Event and shall at all times observe and comply with all the terms, conditions and restriction imposed by such license, permit or consent.

**4.18. WPMC RIGHT OF ENTRY**

The WPMC’s staff, representatives and agents shall at all times have free and unfettered access to the hired area upon presentation of their WPMC identification card to inspect the Venue/site.

**4.19. VENUE OWNER’S DISCRETION**

The WPMC reserves the right to change the location of the Event Organizer’s previously designated Venue should the anticipated number of guests be reduced or increased by the Event Organizer, or where additional requirements dictate a change of hired area. Final approval must be received from the WPMC before publishing the Venue name in any promotional material.

**5. FORCE MAJEURE – SUPERIOR FORCE**

Neither party shall be in breach, or liable to the other, for any failure to fulfil any term of this agreement if such fulfilment is delayed, hindered or prevented by force majeure but not limited to any acts of God, fire, flood, explosion, landslides/slips, natural disasters, regulations or orders of government or state authorities, riots, acts of war, civil commotion, insurrection, embargo or any other circumstances beyond the control of such party.

For avoidance of doubt, Force Majeure does not include failure due to rain in fulfilling of any term of this agreement.

Initial here

## **6. NO LIABILITY**

In no event shall the WPMC be liable to the Organizer/Contractor for any loss or damage, of whatsoever nature, to the person or property of the Organizer, its employees, agents or any third party, unless the aforementioned damage is attributable to an intentional act or the gross negligence of WPMC, its employees or agents.

## **7. MARKETING COMMUNICATION**

### **7.1 USE OF THE WPMC LOGO**

Where event organizers wish to use the WPMC logo to promote their Event, the WPMC shall forward the correct logo to the organizers. The correct logo, including all the relevant specifications, is available from the Commercial Department of the WPMC. The WPMC must approve, in writing, all applications of its logo in any marketing material. Organizers should note that directional signage in the WPMC may not be obstructed or covered by promotional material.

### **7.2. CANVASSING AND SOLICITATION OF BUSINESS**

Solicitation and canvassing of business including, but not limited to, distribution of pamphlets, handbills or other promotional material on vehicles parked within the Venue and the WPMC's premises is strictly prohibited.

### **7.3. PUBLICATION OF EVENTS**

The organizer consents and permits the WPMC to include the Event in any of the WPMC's publications.

### **7.4. BRANDING / SIGNAGE**

The WPMC have various branding and signage opportunities available throughout its premises. The placement of all branding and signage by the organizer is at the sole discretion of the WPMC's management.

### **7.5 FACILITY SIGNAGE**

Signs identifying and directing visitors to toilets, public telephones, the restaurants, floor levels, escalators, lift, venues, entrances and exits are displayed throughout the venue by the organizer.

## **8. SECURITY**

### **8.1. SECURITY OF VENUE**

The organizer will be responsible for the security of the Venue and any property contained therein. Without prejudice to any of the WPMC's rights and remedies, in the event that the WPMC is of the opinion that the security of the Venue is not intact or sufficient at any time, the WPMC reserves the right at any time to station a security guard at the Venue at the cost and expense of the organizer. The WPMC is required to advise the client of the cost thereof timeously.

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In the event of any accident, casualty, damage, theft or burglary which may have occurred, the organizer shall give the WPMC prompt notice in writing of the same. Further, the organizer shall lodge a police report immediately and furnish a copy of such report to the WPMC.

The organizer is responsible for ensuring that the CCTV cameras are not obstructed.

Security services, including the hire of bodyguards, can be made available through the WPMC. It is a pre-requisite that all entrances and exits within the WPMC are manned only by the WPMC security staff. Should Event Organizers wish to use alternative security personnel, this will apply only in the hired venue and will not extend to perimeter security.

## **8.2 INTERNAL SECURITY**

The WPMC is responsible for the general security along the perimeter of the building and within the public areas of the WPMC. Should Organizers have special security requirements; these can be hired from the WPMC at an additional cost.

The WPMC reserves the right to:

- Request proof of identity and search anyone entering or leaving its premises.
- Search any item or vehicle brought onto, or removed from, its premises.
- Request that all organizer personnel on its premises wear identification badges. (3) Three days prior to setting-up, the organizer must submit a list of names of personnel requiring access to any part of the venue during the term of this Contract.
- Remove any article left unattended.

All equipment, fittings and materials brought into the WPMC premises are subject to inspection by the WPMC's security.

It is the Organizer's responsibility to ensure that their personnel are restricted to the relevant Event area. Entry to all other areas, including back-of-house, is strictly prohibited. The WPMC is not responsible for damage or loss of any merchandise, personal effects, equipment or articles brought onto its premises by the organizer or any of its personnel or contractors.

A speed limit of 20 km/h is in force in all public areas, including paddocks and service roads.

## **9. CLEANING**

The organizer shall at all times keep the venue clean and free from dirt and rubbish and particularly shall promptly and hygienically dispose of all rubbish, garbage and other discarded materials in an orderly and proper manner or as directed by the WPMC and shall not allow to accumulate, leave or place in the venue any rubbish or garbage that will cause, in the opinion of the WPMC, any offensive odours or be burnt at the venue or in the common areas.

The organizer shall sort their own waste material by type in appropriate containers as directed by the WPMC from time to time. The organizer shall use proper transportation of properly packed garbage rubbish or waste of whatever nature for the disposal at the appropriate rubbish disposal

Initial here

bins or facilities provided by the WPMC, provided always that the disposal of such garbage rubbish or waste shall only be carried out using the dedicated route stipulated by the WPMC from time to time and during the hours designated by the WPMC. Wet refuse [if any] shall be removed from the Venue daily to the designated garbage disposal point. The organizer shall take all steps not to litter the common areas in the process of the disposal of such garbage rubbish or waste.

The organizer shall participate in the waste and recycling programs implemented by the WPMC as required.

## **10. INDEMNITY**

The organizer hereby agrees that the organizer shall defend and hold harmless the WPMC from and against any and all liabilities, costs, charges, expenses, actions, proceedings, damages, penalties, claims and/or demands which may be incurred, suffered, brought against or suffered by the WPMC, its successors and assigns in respect of its rights as provided in this Agreement including, but not limited to all liabilities, costs, charges, expenses, actions, proceedings, damages, penalties, claims and/or demands arising out of any act or omission of the organizer its successors and assigns in the performance or non-performance of the organizer obligations under this Agreement and solicitors' fees and litigation expenses incurred in connection with initiating or defending such claims or actions, whether or not resulting in any liability and all amounts paid in settlement of such claims or actions which shall include but not be limited to claims arising directly from the Services.

## **11. JURISDICTION, ARBITRATION AND GOVERNING LAW**

This Agreement constitutes an international agreement and shall be governed by, and interpreted in accordance with the laws of South Africa.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration in conjunction with the South African law system.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 Illegality**

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

### **12.2 WAIVER**

The waiver of any of the terms and conditions of this Agreement, on any occasion or occasions, must be in writing and shall not be deemed a waiver of such terms and conditions on any future occasion.

### **12.3 TIME OF ESSENCE**

Time is of the essence with respect to all time periods set forth in this Agreement.

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**12.4 VARIATION**

This Agreement shall constitute the Agreement between the WPMC and the organizer. Any variations thereof after the date of this Agreement shall only be made with the written consent of both the parties.

**12.5 FEES**

If a party to this Agreement incurs any legal fees or expenses as a result of the default or breach by the other party to this Agreement (including any such fees or expenses in connection with the enforcement or the exercise of remedies under this Agreement), the defaulting party shall reimburse the non-defaulting party for such legal fees or expenses within 10 days after demand, and, if such fees or expenses are not paid within such time period, the same shall bear interest at the Default Rate from the 11th day after demand through and including the date paid.

**12.6 NOTICES**

Any notice, payment, report, request or other communication (each a "Notice") required or permitted to be given by one party to the other party under this Agreement shall be in writing and shall be delivered by

- (a) personal delivery,
- (b) express, registered mail, return receipt requested, postage prepaid,
- (c) internationally recognized courier service or
- (d) facsimile transmission (with the original being simultaneously delivered by one of the methods described in clauses (a)-(c), addressed to the other party at its address as indicted first above, or to such other address as the addressee shall have furnished to the other party by like notice.

I, (Full Name and Surname) .....

hereby acknowledge that I have read the terms and conditions encased in this document and agree to such.

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

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