



BOOKING FORM

Updated as of 24 April 2011

VENUE

DI SINI, SEREMBAN

Name	
No of pax	
Office Phone number	
Mobile number	
Fax number	
Email address	
Purpose of booking	
Date of Booking	
Session	

Breakdown of your expenses

Venue booking	
Security deposit	
TOTAL	

By accepting this offer, you have read and are agreeable to our Terms & Conditions as below

Signature

Date :

Name :

I/C or Passport No :

Definitions

"Booking Form" means the booking form issued by The Olive Branch and signed by the Client and The Olive Branch as the marketing agent of the Owner;

"Client" means the person who executes the Booking Form, confirms the booking in writing and who is, therefore, ultimately responsible for the payment of all charges incurred;

"Event" means the event stated in the Booking Form;

"Event Date" means the date stated in the Booking Form for the use of the Premises;

"Premises" means the premises located at Lot 53A, Jalan Kuala Klawang, Batu 8, Pantai Hill Orchard Resort, 71770 Seremban, Negeri Seremban which shall be used for the Event; and

"Owner" means Disini Pantai Sdn Bhd (853990-W), the owner of the Premises.

Terms & Conditions

The Olive Branch is merely a marketing agent representing the Owners. The contract entered into is between the Owners of the Premises and the Client. The contract is not effective until the required payment has been received and confirmation from the Owner has been sent to the Client.

All terms and conditions will be deemed to be agreed and accepted once upon the execution of the Booking Form. The Booking Form to these terms and conditions, shall be taken, read and construed as an essential part of these terms and conditions. Any dispute or changes will have to be made with signed amendments prior to the commencement of the Event. These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

PAYMENT TERMS

Payment of 50% of the Rental Fee together with the Security Deposit (collectively "Deposits") is required for the reservation of the Venue. The amount of Security Deposit required is as per booking event. The Booking Confirmation will be issued by The Olive Branch upon receipt of the said payment.

Payment may be made by cash or cheque in favour of **TOB SDN BHD (Malayan Banking Berhad Account No 514365 507676)**. A charge of RM10 will be imposed on cheques returned for any reason.

The balance of the Rental Fee shall be paid three (3) days before the Event. The Security Deposit shall be refunded to the Client seven (7) working days after the Client has checked out of the Premises. Repayment of the Security Deposit will be in the form of cheque. Should there be any damage caused to the Premises caused by the omission, breach or non-compliance of the Client, the Client's agents, friends, guests, contractors, workmen, vendors, and/or suppliers during the Event, the cost of repair shall be deducted from the Security Deposit and the remainder, if any, shall be refunded to the Client by way of cheque or direct transfer. Where the Security Deposit is insufficient to cover the cost of the repairs, the Client shall bear the difference between the cost of repairs less the sum of the Security Deposit.

CANCELLATION

If the booking is cancelled seven (7) days or more prior to the Event Date, the Deposits will be refunded in full less RM 100 administration charges. The Deposits will be forfeited where the booking is cancelled less than seven (7) days prior to the Event Date. The Olive Branch must be given notice in writing of any cancellation of the booking.

CHANGES TO BOOKINGS

A RM 100 administration fee will apply to each change after a booking has been confirmed. While The Olive Branch will endeavour to meet requests for change, the Client understands that changes cannot necessarily be accommodated in all cases.

The Olive Branch reserves the right to cancel the booking in the event of the Client failing to perform any of the obligations contained within this contract of terms and conditions.

CATERING, FOOD & BEVERAGES

The Client will ensure that any food and beverages of any kind that are to be brought onto the Premises by the Client or the Client's guests, invitees or any other person attending the Event is previously advised to The Olive Branch.

If catering has been organised by The Olive Branch, on behalf of the Client, then the Client agrees to confirm to The Olive Branch in writing (by post or email) the final numbers attending by no later than 14 working days prior to the Event Date. If numbers are not confirmed by such time The Olive Branch reserves the right to charge the original estimate of numbers attending as printed on the latest catering estimate sent to the Client, or the actual numbers attending, whichever is higher. It is not always possible to cater for an unexpected increase in the numbers of guests attending at short notice.

NUMBERS IN PARTY / SUITABILITY

The numbers of persons occupying the premise must not exceed the maximum number stated in the Booking Form. The Olive Branch reserves the right to refuse any booking, which, in its opinion, is unsuitable for the Premises, at its discretion.

The Client shall ensure that the Event is conducted in an orderly fashion without causing a nuisance and in full

compliance with the directives and requirements of The Olive Branch and with all applicable laws ordinances and regulations. The Olive Branch reserves the right to exclude or eject, as it thinks fit and reasonable, any persons from the Premises whom it shall consider objectionable (including any engaged by the Client to provide entertainment or perform any other duties at the Event) and the Client will be liable for any liability.

DAMAGE OR LOSS

The Client is responsible for leaving the premises in good order and in a clean condition. The Client further undertakes to pay for any damages or losses incurred during the entire use of the premises. The Olive Branch reserves the right to repossess the Premises if the Client and/or any of the Client's guests, invitees has caused excessive damage.

The Client acknowledges that any such objects, equipment, furniture, stock, or other property of any sort belonging to the Client and/or the Client's guests, invitees, will remain under the control and care of the Client and that the Client is in the best position to insure such property and accordingly it is reasonable for The Olive Branch to exclude liability for such property to the extent excluded hereby. The Olive Branch accepts no responsibility for any loss or damage caused to the personal belongings, car, and its contents of the Client and/or any of the Client's guests, invitees during the use of the Premises.

LIABILITY

In no event shall the Owner, The Olive Branch (and/or its related entities), officers, directors, employees, or agents be liable to the Client for any damages however resulting from any errors or omissions in any contest or for any loss or damage or claims of any kind incurred as a result of the Client, the Client's agents, friends, guests, contractors, workmen, vendors, and/or suppliers' use of the Premises, whether based on warranty, contract, tort or any other legal theory, and whether or not the Owner or The Olive Branch is advised of the possibility of such damages. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

The Owner and The Olive Branch shall not accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use of the Premises, plumbing, gas, electrical or otherwise, and exceptional weather conditions. If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition, The Olive Branch is unable to perform its obligation under these terms and conditions, such non-performance is excused and the Owner and The Olive Branch may terminate this Agreement without further liability of any nature, upon return of the Deposits. In no event shall the Owner or The Olive Branch be liable for consequential damages of any nature for any reason whatsoever.

The Client shall take all reasonable precautions to ensure that no damage occurs to the property of the Owner, The Olive Branch or its employees. In the event of any damage occurring, the Owner and/or The Olive Branch reserves the right to render the Client liable for the replacement or repair of any or all property damaged. In the event of any members of staff being injured by the Client or anyone attending the Event, the Client shall be liable for any claims arising therein. The Client shall further ensure that nothing is affixed to the floors, walls, ceilings or any other interior or exterior of the Premises by means of nails, screws, drawing pins or any other means unless agreed in writing by the Owner or The Olive Branch prior to the Event.

The Owner and The Olive Branch cannot accept responsibility for any equipment, provided by, for, or on behalf of the Client, left unattended prior to, during or after the Event.

INDEMNITY

The Client shall indemnify and hold the Owner and The Olive Branch harmless against all actions, proceedings, demands, claims, liabilities or damages, costs or expenses whatsoever or howsoever arising as a result of any omission, breach or non-compliance by the Client, the Client's agents, friends, guests, contractors, workmen, vendors, and/or suppliers of these terms and conditions.

By acceptance of these terms and conditions, the Client indemnifies the Owner and The Olive Branch against any losses, claims, damages, costs or expenses suffered by or made against them however and by whomsoever caused arising from the Event.