



WINE ARC COMMERCIAL FACILITY USE AGREEMENT (B2B)



1. Parties

This Facility Usage Agreement (“Agreement”) is entered into between:

Sigma International South Africa (“Sigma”), acting as facility manager and operator of the Wine Arc facility; and

[Incubatee/Company Legal Name], registration no. [], represented by **[Name, Title]** (Client)

Collectively, “the Parties.”

2. Purpose

Sigma makes available certain spaces within the Wine Arc facility for incubatees to host business activities such as meetings, tastings, training sessions, buyer engagements, small events, and administrative work, subject to the terms below. This Agreement applies strictly to business-to-business (B2B) use and is not intended for private, personal, or consumer use.

This Agreement grants a temporary, revocable right to use the Facility and does not constitute a lease or tenancy and does not create any landlord–tenant relationship.

Use of the Facility should align with the Wine Arc’s objectives of promoting inclusive wine brands, responsible tourism, and enterprise development.

The Wine Arc is positioned as a collaborative platform for enterprise development, market access, and brand building. Clients are encouraged to engage constructively with other users, buyers, and stakeholders to maximise shared value.

3. Facilities Available for Short Term Use

The Client may book one or more of the following spaces (“Facility”):

- **Tasting Room** (for tastings, buyer engagements, brand activations, small events)
- **Boardroom** (meetings, training, presentations)
- **Office 1 / Office 2** (temporary “hot desk”/short-term office use)

Booking details (date/time, space, approved capacity, agreed fee) will appear in the electronic booking confirmation, which forms part of this Agreement.

The Facility is a shared environment and use is non-exclusive.

The facility will be available for bookings from 08h30 to 17h00 Monday to Friday. Requests for events outside of these times should be motivated for consideration.

4. Booking Process (Electronic System)

4.1 All bookings must be made via the electronic booking system designated by Sigma (“Booking System”).

4.2 A booking is **provisional** until Sigma confirms availability and the Client accepts the quote/terms (and pays any required deposit/fee).

4.3 Sigma may decline a booking request based on operational, safety, compliance, or alignment considerations.

4.4 Use of the Booking System and acceptance of a booking constitutes acceptance of this Agreement.

5. Booking Fees, Deposits and Payment

5.1 The Client will pay the booking fee for the selected space(s) as per Sigma's published tariff or quotation ("Booking Fee").

5.2 Sigma may require a security deposit and/or cleaning fee depending on the type of event.

5.3 Payment terms:

- Sigma will issue a quotation for the requested use of the Facility.
- The Client must approve the quotation in writing.
- Upon approval, 100% of the Booking Fee is payable upfront unless otherwise agreed in writing for incubatee programme participants.
- A booking is only confirmed once payment is received in full

5.4 Failure to pay by the deadline may result in cancellation of the booking.

5.5 Additional charges may apply for damages, excessive cleaning, overtime staffing, or non-compliance.

6. Included Support and Services

6.1 Sigma will make Wine Arc staff available to provide reasonable assistance during the booking, such as:

- Opening/closing access
- Basic venue orientation and supervision
- Standard setup assistance (subject to availability)

6.2 Unless explicitly included in writing, Sigma does **not** provide:

- Catering, beverages, glassware, tables/chairs beyond what is normally in the space, décor, AV equipment, branding materials, security, photography, permits, or event planning.

7. Client Responsibilities (Bring-Your-Own Event Requirements)

7.1 For tastings or events, the Client is responsible to bring everything needed, including (as relevant):

- Wines, mixers, water, ice
- Glassware, spit buckets, pourers
- Table linen, display items, signage/branding
- Snacks/catering (where allowed)
- Payment devices and staff for sales (if selling)
- Any additional furniture/equipment (pre-approved)

7.2 The Client is responsible for:

- Set-up and pack-down within the booked timeslot
- Guest management and conduct
- Ensuring the venue is left clean and in the same condition as received.
- The Facility is shared and the Client must ensure that its activities do not disrupt other users.
- The Client may not sublet, assign, or transfer its booking without Sigma's written consent.

Sigma may recommend preferred service providers (e.g., catering, glassware, logistics), though the Client remains free to appoint its own suppliers.

8. Permitted Use and Restrictions

8.1 Permitted use: business events and brand activities aligned with Wine Arc objectives and the incubatee programme.

8.2 The Facility may not be used for:

- Illegal activities
- Hazardous materials (unless pre-approved)
- Any activity that may damage property, disrupt other users, or pose reputational risk.
- Events exceeding the approved capacity.
- Activities that breach any third-party rights (music copyrights, trademarks, etc.)

8.3 Sigma reserves the right to stop any event or terminate use immediately based on operational, safety, compliance, or alignment considerations. Where reasonably possible, Sigma will first notify the Client and allow corrective action.

8.4 The Client must comply with all applicable laws, permits, and regulatory requirements relevant to its activities.

8.5 Sigma may capture photographs or videos of the facility and general activities for marketing and reporting purposes, provided no confidential or commercially sensitive information is disclosed.

8.6 Where relevant, the Client agrees to share anonymised engagement data (e.g., buyer interactions, attendance metrics) for programme monitoring and impact reporting.

9. Capacity, Safety and Conduct

9.1 The Client must comply with the maximum capacity limit set by Sigma for each space.

9.2 The Client must ensure:

- No blocking of fire exits
- Clear walkways and safe use of equipment
- No smoking/vaping indoors
- Noise levels kept reasonable and compliant with venue rules.
- Responsible alcohol service and guest behaviour

9.3 Sigma staff may intervene where conduct becomes unsafe or disruptive.

10. Alcohol Service (Tastings and Sales)

10.1 The Client is responsible for compliance with all applicable laws relating to alcohol service and sale. The Client is responsible for obtaining any required licences or approvals relating to alcohol service.

10.2 Sigma staff may assist operationally but are not responsible for the Client's legal compliance.

10.3 No serving to minors; the Client must take reasonable steps to verify age where relevant.

10.4 The Client is responsible for safe transport arrangements and promoting responsible consumption.

11. Cleaning, Waste and Restoration

11.1 The Client must keep the Facility neat during use and leave it in a clean condition.

11.2 Waste must be disposed of in designated bins/areas.

11.3 If excessive cleaning is required, Sigma may charge a cleaning fee at the applicable rate.

11.4 All Client property must be removed by the end of the booking; Sigma is not responsible for items left

behind.

Utilities: Sigma does not guarantee uninterrupted supply of electricity, water, or internet.

The Client acknowledges that interruptions, including load shedding, may occur and Sigma shall not be liable for any resulting loss.

12. Damage, Breakages and Loss

12.1 The Client is responsible for any damage, breakage, loss, staining, or theft caused by the Client, its staff, suppliers, or guests.

12.2 Sigma may deduct costs from the deposit and/or invoice additional amounts.

12.3 The Client must report damage immediately to Sigma staff.

13. Access, Keys, Security and Supervision

13.1 Access will be controlled by Sigma (staff on duty, access code, keys or card system).

13.2 The Client may not duplicate keys/access credentials.

13.3 The Client must not allow unauthorised access to restricted areas (offices not booked, storage rooms, private areas).

13.4 Sigma may require a designated "Event Responsible Person" on site for the duration of the booking.

13.5 Sigma reserves the right to enter the Facility at any time during the booking for operational, safety, or compliance purposes.

13.6 The Wine Arc reserves the right of admission at all times. Management may refuse entry to or request the departure of any individual or group whose conduct is deemed inappropriate, disruptive, unsafe, or in violation of these booking regulations, without refund or compensation.

14. Set-up / Pack-down Times and Overtime

- 14.1 The booking time includes set-up and pack-down.
- 14.2 Early arrival or late departure must be pre-approved and may incur overtime charges.
- 14.3 The Client must vacate promptly at the end of the booking to avoid disruption to other users.

15. Branding, Signage and Marketing

- 15.1 Any branding/signage must be pre-approved and must not damage walls, floors, or fixtures.
- 15.2 No nails, drilling, or permanent adhesives. Only approved temporary methods (e.g., painter's tape) may be used.
- 15.3 The Client may not represent the event as hosted by Sigma unless agreed in writing.
- 15.4 Sigma may request acknowledgement such as "Hosted at Wine Arc facility managed by Sigma" for marketing purposes (optional).

16. Catering and Food Safety (if applicable)

- 16.1 Catering must be pre-approved and comply with food safety standards.
- 16.2 The Client is responsible for any catering suppliers and their compliance.
- 16.3 No open-flame cooking inside unless explicitly approved.

17. Insurance and Liability

- 17.1 The Client uses the Facility at its own risk.
- 17.2 Sigma is not liable for injury, illness, loss, or damage suffered by the Client, its staff, suppliers or guests, except where caused by Sigma's gross negligence or wilful misconduct (to the extent permitted by law).
- 17.3 The Client indemnifies Sigma against claims arising from the Client's use of the Facility, including those caused by guests or suppliers.
- 17.4 Sigma may require proof of public liability insurance of not less than R[amount], depending on the nature of the event.
- 17.5 Sigma shall not be liable for indirect or consequential losses, including loss of profit or business interruption.
- 17.6 Sigma will take reasonable care to ensure the facility is safe and functional.

18. Cancellation and Rescheduling

- 18.1 Cancellation must be done in the Booking System and confirmed in writing.
- 18.2 Cancellation fees:
- In the event of cancellation by the Client, 80% of the amount paid will be refunded and 20% retained as an administrative and reservation fee.

19. Force Majeure

Neither Party will be liable for failure to perform due to events beyond reasonable control (e.g., power outages, natural disasters, civil unrest, government restrictions), provided prompt notice is given.

20. Confidentiality (for boardroom/office use)

20.1 Sigma will take reasonable steps to protect confidentiality, but the Client remains responsible for:

- Securing confidential documents and devices
- Not leaving sensitive information unattended
- Managing guest access and meeting privacy

21. Personal Information (POPIA)

Where personal information is processed (guest lists, bookings, payments), both parties will comply with POPIA and reasonable data protection measures.

22. Breach and Termination

22.1 If the Client breaches this Agreement, Sigma may:

- Terminate the booking immediately.
- Remove the Client/guests from the premises (with reasonable force as permitted)
- Invoice for damages and costs

22.2 Termination does not remove liability for unpaid fees, damages, or legal claims.

23. Equipment Condition

All equipment is used at the Client's risk and is deemed accepted in good condition unless defects are reported prior to use.

24. Parking

Use of parking and external areas is at the Client's own risk. Sigma is not liable for loss or damage to vehicles or property.

25. General

23.1 This Agreement, together with the booking confirmation, constitutes the full agreement between the Parties.

23.2 No variation is valid unless in writing and approved by Sigma.

23.3 If any clause is invalid, the remainder remains enforceable.

23.4 Governing law: Republic of South Africa.

23.5 Dispute resolution: Parties will attempt good-faith resolution; failing which, disputes may be referred to mediation/arbitration/litigation in the Western Cape or otherwise agreed.

23.6 In the event of conflict between this Agreement and any booking confirmation, this Agreement shall prevail.

Annexure A: Rules & Regulations (Operating Rules)

A1. House Rules

- Respect the Facility, staff, and other users.

- No smoking/vaping inside.
- Keep noise at reasonable levels.
- Children/minors must be supervised at all times; no alcohol service to minors.

A2. Setup & Décor

- No nails, screws, drilling, or permanent adhesives.
- Use only Sigma-approved temporary fixing methods.
- Do not move furniture between rooms without staff approval.

A3. Cleaning & Waste

- Remove all materials, bottles, and waste after the event.
- Separate glass waste where possible.
- Leave surfaces, floors, bathrooms, and kitchenettes tidy.

A4. Kitchen/Bar Areas (if provided)

- Use only the areas allocated and keep them clean.
- No equipment may be removed from the premises.

A5. Security & Access

- Stay within booked areas only.
- Do not access private offices/storage areas.
- No unauthorised after-hours access.

A6. Staff Assistance

- Staff are available to assist, but the Client remains responsible for full event execution, guest control, and compliance.
- Abusive behaviour toward staff will result in immediate termination of use.

A7. Prohibited Items/Activities

- Open flame, fireworks, hazardous chemicals, illegal substances.
- Any activity that risks damage to property or reputational harm.

A8. End-of-Use Checklist (to sign off)

- All guests departed
- All waste removed and disposed.
- Furniture returned to original position
- No damages observed (or damages recorded)

- Keys/access returned.
- Final walk-through completed with staff

Signature

For Sigma International South Africa (Lessor):

Name: _____ Title: _____

Signature: _____ Date: _____

For [Incubatee/Company] (Client):

Name: _____ Title: _____

Signature: _____ Date: _____