

BOOKING TERMS & CONDITIONS

Magica shall herein be referred to as “the Company”, and the event organizer (individual or entity) shall be referred to as “the Client”. These Terms and Conditions outline booking(s) made with the Company for event hall rental and/or catering services. By confirming a booking, the Client acknowledges and agrees to be bound by the terms stated herein.

For the purpose of these Terms, the following definitions shall apply:-

- (i) "the Company" refers to Magica, the service provider offering event hall rental and catering services if applicable.
- (ii) "the Client" refers to the event organizer (individual or entity) entering into this agreement with the Company for services rendered.
- (iii) "Event" means the function, ceremony, or any similar occasion organized by the Client and serviced by the Company.
- (iv) "Venue" refers to the event hall, space, premises or function room provided by the Company for the Event.
- (v) "Booking Order" means the official document or agreement outlining the details of the Event, including date, time, services requested, and payment terms.
- (vi) "Services" include but are not limited to venue rental, catering, decoration, equipment rental, and staffing as specified in the Booking Order.
- (vii) "Event Date" refers to the scheduled date of the Event as agreed upon in the Booking Order.
- (viii) "Caterer" means the catering service provider(s) chosen by the Client for the Event.

1. BOOKING CONFIRMATION AND VALIDITY

- 1.1 Bookings are subject to availability and will only be confirmed upon:-
 - (i) receipt of the required deposit; and
 - (ii) issuance of a written Booking Order confirmation by the Company; and
 - (iii) execution of this acknowledgment of acceptance by the Client.
- 1.2 The Company reserves the right to release the booking without prior notice if the required conditions above are not met.
- 1.3 The confirmed Booking Order is valid for a maximum period of two (2) years from the date of issuance or the original Event Date, whichever is later, as indicated in the Booking Order.
- 1.4 Upon expiry of the valid period, the Booking Order shall be deemed expired, and any payments made shall be forfeited at the discretion of the Company.
- 1.5 The Company reserves the right to revise pricing in accordance with any laws, regulations, or requirements imposed by the government or relevant authorities.

2. PAYMENT TERMS

The deposit and payments required for the confirmed Booking Order shall follow the schedule set forth herein:

- (i) A deposit of Ringgit Malaysia Three Thousand (RM3,000.00) upon confirmation of the booking;
- (ii) Thirty percent (30%) of the total Booking Order sum within three (3) months from the issuance date of the Booking Order;
- (iii) Fifty percent (50%) of the total Booking Order sum six (6) months prior to the Event Date;
- (iv) Seventy percent (70%) of the total Booking Order sum two (2) months prior to the Event Date;
- (v) One hundred percent (100%) of the total Booking Order sum one (1) month prior to the Event Date.

Failure to adhere to the above payment schedule may result in cancellation of the booking without any refund. All payments must be made at the Company's office or through the Company valid bank account. Payment shall not be made to any of the Company employees' personal account.

3. CANCELLATION AND REFUND POLICY

All cancellation requests must be submitted to the Company in writing. All deposits or payments made shall be forfeited upon cancellation, at the sole discretion of the Company.

4. AMENDMENTS

4.1 Amendment of Event Date, Venue and Event Time

4.1.1 The Company only allows a one-time amendment of the Event Date, Venue or Event Time. Any subsequent changes beyond this initial amendment shall be subject to an additional fee of Ringgit Malaysia Three Thousand (RM3,000.00) per change.

4.1.2 Any amendment requests must be provided to the Company in writing and are subject to the approval of the Company. The request must be made at least six (6) months prior to the original Event Date. An additional fee of Ringgit Malaysia Three Thousand (RM3,000.00) will apply for notification of amendment requests made otherwise.

4.1.3 In the event of any amendment to the Event Date, the rescheduled Event Date must fall within the validity period of the original Booking Order.

4.1.4 Any amendment to the Event shall be subject to the availability of the Venue, Event Date and/or Event Time, and may incur additional charges.

4.1.5 The Company reserves the right to decline any amendment that materially alters the scope, timing, or feasibility of the original booking.

4.2 Transfer of Booking Order

In the event of a transfer of the Booking Order, the Client, as the transferor, shall submit a transfer request to the Company by way of a duly completed transfer application form, which shall remain subject to the acceptance of the Company. Upon confirmation of such transfer, a new Booking Order and package sum shall be established, and any deposits or payments previously made shall be applied to the new Booking Order of the transferee.

5. FINAL ARRANGEMENT

The Client shall furnish all relevant Event particulars including the number of guest(s) attending, catering services, additional hall decorations, table setup and special requirements (if any) - no later than fourteen (14) working days prior to the Event Date in writing to the Company. The Company reserves the right to decline any subsequent requests for changes made after this period, and additional charges may apply for approved amendments.

The Client is responsible for ensuring timely communication and cooperation throughout the process. Failure to provide required information or approvals may affect service delivery and shall not constitute grounds for refund or compensation.

The Company reserves the right to adjust service provisions based on operational feasibility and availability.

6. USE OF VENUE

6.1 Permitted Use

The Venue shall be used solely for the purpose and duration specified in the Booking Order. The Client shall provide prior written notice to the Company for any alternative or additional use, which shall be subject to the approval of the Company. Any use of the Venue beyond the stipulated rental period, including additional hours, shall incur additional charges.

6.2 Access and Set-Up

6.2.1 Unauthorized access to the Venue is strictly prohibited. The Client shall provide prior written notice to the Company for any vendors, performers, or third-party service providers requiring setup within the Venue before arriving on-site, which shall be subject

to the approval of the Company and may incur additional charges.

The Client shall ensure that all guests, vendors, and service providers comply with any applicable government laws and regulations, and the Company reserves the right to remove or refuse entry to any person whose conduct is deemed disruptive, unsafe, or inappropriate.

6.2.2 Access to the Venue, including but not limited to set-up and decoration, is permitted only during the agreed time slots. Early access or extended use is subject to the availability and approval by the Company, which may incur additional charges.

6.2.3 In the event the Client engages any external caterers, decorators, or other third-party service providers, a security deposit shall be required and may incur additional cleaning charges. A security deposit of Ringgit Malaysia Three Thousand (RM3,000.00) for each such external service provider engaged shall be payable one (1) week prior to the Event Date. The security deposit shall be refundable within fourteen (14) working days after the Event, subject to the absence of damages, losses, or additional cleaning charges. In the event of damages, losses, or additional cleaning required, the Company reserves the right to apply the security deposit, in whole or in part, towards the cost of rectification.

6.2.4 In the event the Client engages external stalls, additional charges of Ringgit Malaysia Two Hundred (RM200.00) per stall shall be payable to the Company. These charges expressly exclude the provision of extra service crew, which shall be subject to separate

6.2.5 Should the Client install LED fixtures or additional lighting for the Event, an electrical tapping fee shall apply. The applicable fee varies depending on the Venue selected.

6.3 Damage and Clean-Up

The Client shall be liable for any damage to the Venue, furnishings, or equipment caused by the Client, guests, vendors, or third-party service providers. The Venue must be returned in a clean and orderly condition. Additional cleaning or repair costs, if any, shall be borne by the Client.

6.4 Prohibited Activities

The following activities are strictly prohibited:-

- (i) The use of unauthorized fireworks, firecrackers, sparklers, or any other type of pyrotechnic device whether indoors or outdoors of the Venue.
- (ii) The use of helium balloons for all Events held within the Venue.
- (iii) The use of open flames within the Venue. This includes, but is not limited to, fire used for ceremonial purposes or performances.
- (iv) Cooking activities of any kind including, but is not limited to, the use of open fire, stoves, ovens, grills, hot plates, deep fryers, or similar equipment, for all Events held within the Venue. This policy applies to the Client, guests, or third-party service providers utilising the Venue. Cooking activities are strictly regulated and may only be permitted with prior approval.

7. CATERING SERVICES

7.1 Caterers or any other food providers, including but not limited to stalls, outside food, or food brought in by the Client, are fully responsible for ensuring that all food and its preparation remain fresh, clean, and hygienic at all times. In the event of food poisoning or the presence of harmful or deleterious substances in food arising from the negligence of such Caterers or food providers, the Client shall liaise directly with the respective party. The Company shall not be held liable for such incidents, and the Client agrees to indemnify the Company accordingly.

7.2 Cooking activities within the Venue are strictly regulated and subject to prior approval. In the event such approval is obtained, all equipment intended for use must be disclosed to and approved by the Company prior to the Event Date. The Company does not supply cooking equipment. All food prepared by Caterers shall be pork-free.

8. RIGHT OF VENUE RELOCATION AND MODIFICATIONS

8.1 The Company reserves the absolute right to relocate the Event to an alternative Venue by issuing a written Relocation Notice to the Client. Such relocation may be effected if, in the opinion of the Company, it is deemed impracticable or inexpedient to use the originally designated Venue. The Client shall not be entitled to rescind this Agreement or to claim any compensation or damages arising from such relocation.

8.2 The Company further reserves the right to make alterations to the design, layout, or configuration of the Venue as may be reasonably required for operational, safety, or maintenance purposes. The Client acknowledges that such changes shall not constitute a breach of this Agreement, and no claims for compensation or damages shall be considered in respect thereof.

9. LIABILITY AND INDEMNITY

The Company shall not, under any circumstances, be held responsible or liable to the Client, invitees, or any visitors—whether such individuals enter the Venue by virtue of a contract, business interest, invitation, express or implied permission, or even as trespassers—for:-

- (i) Any accidents or injuries sustained within the Venue, the mall building (if applicable), or any part thereof, whether resulting in death or otherwise;
- (ii) Any loss of, or damage to, personal property, goods, or belongings within the Venue, the mall building (if applicable), or any part thereof, however caused.

The Client shall fully indemnify and hold the Company Management harmless against all such claims, liabilities, losses, or damages.

10. COPYRIGHTS

The Client grants the Company the right to use any images, motion recordings, or video footage captured during the Event for marketing, advertising, and promotional purposes. Notwithstanding the foregoing, the Client may notify the Company in writing prior to the Event if the Client do not consent to such usage, in which case the Company shall refrain accordingly.

11. COMPLIANCE WITH STATUTES/INDEMNITY

11.1 The Client shall, at their own expense, comply with all requirements imposed by any applicable statutes, by-laws, orders, rules, regulations, or official notices, whether now in force or enacted in the future. The Client shall indemnify and keep the Company fully indemnified against all costs, claims, liabilities, fines, or other expenses arising from any non-compliance.

11.2 Without prejudice to Clause 11.1, the Client shall, at their own cost and responsibility, obtain all necessary licenses and permits for the Event, including but not limited to MACP, PPM, IFPI, and other local permits, where the Event involves public performance and/or communication to the public.

11.3 The Client shall be fully responsible for, and shall indemnify the Company, its Directors, management, and staff against, any liability, damages, loss of life, losses, suits, claims, or expenses arising from or caused during the Event period.

12. FORCE MAJEURE

In the event that either party is unable to perform its obligations under this Agreement due to force majeure, natural disruptions, or disasters (Acts of God), neither party shall be held liable to the other for any direct or consequential damages arising from such non-performance.

13. OTHERS

13.1 At applicable venues, the lift(s) are regularly inspected and maintained to ensure safe operation. However, as the lift(s) are not under direct control of the Company, the Company shall not be held responsible for any technical difficulties or malfunctions that may render the lift(s) temporarily unavailable. In the event the lift(s) are out of service during the Event, the staff of the Company will assist in arranging suitable alternatives.

13.2 The electrical supply is not under the control of the Company. Henceforth, the Company shall not be held responsible for any disruption or interruption to the supply of electricity.

13.3 The air-conditioning system is regularly inspected and maintained to ensure safe operation. However, as the system is not under direct control of the Company, the Company shall not be held responsible for any technical difficulties or malfunctions that may render the air-conditioning system temporarily unavailable. In such circumstances, the staff of the Company will assist in arranging suitable alternatives.
