

**WEDDING AGREEMENT 2021**

THIS AGREEMENT IS BETWEEN:

**THABA ECO HOTEL (PTY) Ltd.** (referred to as '**THABA ECO HOTEL**' or '**the Hotel**')and (**'the Groom'**) \_\_\_\_\_ ID No. \_\_\_\_\_and (**'The Bride'**) \_\_\_\_\_ ID No. \_\_\_\_\_Collectively referred to as (**'the Client'**) **DATE OF WEDDING:** \_\_\_\_\_All reservations for private banquet functions are booked upon and subject to the rules and regulations of **Thaba Eco Hotel** and the following terms:**1. WEDDING VENUES AND VENUE HIRE RATES AS PER PRO FORMA INVOICE**

	PLEASE SELECT	PLEASE SIGN
TSWANA HALL (50 - 100 Guests)		
LOBOLA HALL (100 – 450 Guests)		
OTHER		

- 1.1. All prices are fixed once the booking is confirmed.
- 1.2. All rates quoted are valid for seven (7) days and are subject to change without prior notice.
- 1.3. All prices quoted include 15% VAT.
- 1.4. Provisional reservations not confirmed within forty-eight (48) hours will automatically be released and terminated.
- 1.5. Venue Hire entitles **the Client** to eight (8)-hour use of the reception venue, including one (1)-hour church ceremony time.

**2. CHURCH**

- 2.1. **The Hotel** has three (3) church service times that **the Client** needs to adhere to strictly.
- 2.2. **The Client** is required to indicate on the table below which time would be best suited to their needs, which time shall be subject to confirmation from **the Hotel's** Wedding Coordinator.
- 2.3. **The Hotel's** Wedding Coordinator will confirm availability of the Church time slots in writing on a first come, first serve basis, which times, once booked, cannot be changed or exceeded by **the Client**.
- 2.4. **The Client** acknowledges that should the church service not start within fifteen (15) minutes of the time booked; **The Client** will forfeit the use of the Church.

THABA CHURCH TIME SLOTS	PLEASE SELECT	PLEASE SIGN
11 AM till 12 PM		
2 PM till 3 PM		
4 PM till 5 PM		
Helipad Outdoor Area		

**3. STAFF CHARGES**

- 3.1. **The Hotel's** service-orientated staff will attend to the reasonable requests of **the Client's** guests.
- 3.2. The amount charged by **the Hotel** to **the Client** for each staff member of **the Hotel** ("staff charges") is subject to change at the sole discretion of **the Hotel**.
- 3.3. **The Hotel** shall allocate the appropriate number of staff members to **the Client** and its guests in accordance with the provisions of this clause 3.3.
  - 3.3.1. One (1) Waitron and one (1) Runner for every twenty (20) guests.
  - 3.3.2. Each staff member shall serve a nine (9)-hour shift calculated as follows:
    - 3.3.2.1. Thirty (30) minutes prior to the commencement of the wedding to set-up for the wedding
    - 3.3.2.2. Eight (8)-hours in attendance of the wedding and
    - 3.3.2.3. Thirty (30) minutes to clean-up following conclusion of the wedding.
- 3.4. **The Client** shall be liable for any additional staff in accordance with the **Wedding Rate Card**.

The Hotel Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

#### 4. CATERING

- 4.1. **The Hotel** shall appoint suitably qualified chefs to prepare and provide meals to **the Client** and its guests.
- 4.2. **The Hotel** shall prepare and provide **the Client** with reasonably flexible meal options ("Menu's") to accommodate **the Client's** personal requirements, which requirements must be conveyed to **the Hotel** by no later than thirty (30) days before the date of the wedding.
- 4.3. **The Client** must confirm the menu selection, the final number of guests, and make payment in full by no later than thirty (30) days before the date of the wedding.
- 4.4. Menu prices are subject to change at the discretion of **the Hotel**.
- 4.5. **The Client** shall not bring any additional food onto **the Hotel** premises without **written permission** from **the Hotel's** Senior Management, which permission must be requested in writing by no later than thirty (30) days before the date of the wedding and may be withheld at the discretion of **the Hotel**. **The Hotel** reserves the right to either approve or decline such a request.
- 4.6. **The Hotel** shall prepare a children's menu for persons under the age of twelve (12) years, which children's Menu shall be included in the final cost's payable by **the Client**.
- 4.7. Should the number of guests attending the Wedding on the date of the Wedding exceed the number of guests indicated by **the Client** when making **Final Appointment**, **the Client** shall affect an additional payment immediately upon request from **the Hotel**. Should the number of guests be less than what was indicated by **the Client**, **The Client** shall be billed in accordance with the number of guests indicated when **the Client** confirmed the **Final Appointment**.
- 4.8. Any suppliers or service providers appointed by **the Client** will be seated in the reception venue, and a supplier menu option shall be made available at an additional rate as per the **Wedding Rate Card**.
- 4.9. **Outside Catering**
- 4.9.1. All catering and preparing of meals shall be done by the staff of **the Hotel**. Should there be any special catering requirements such as Kosher or Halaal food, **the Hotel** shall outsource meals at an additional charge to **the Client**.
- 4.9.2. No discount will be given on packages indicated on the **Wedding Rate Card**; In order to accommodate Kosher or Halaal dietary requirements, the Client may utilize any of the Hotel's approved caterers at **the Client's** own cost.
- 4.9.3. **The Client** may not use any caterer who is not approved in writing by **the Hotel's** Senior Management for purposes of preparing any meals.
- 4.10. Menu options shall include specific food allocations subject to the specific Menu item.
- 4.11. There will be additional charges for any additional food items ordered by **the Client** or any of its guests.
- 4.12. A plated menu option is available on request and charged individually according to menu selection. **The Client** is liable to pay for any additional food items requested by **the Client** or its guests.

#### 5. BAR SERVICE

- 5.1. **The Hotel** shall provide a fully licensed bar on the date of the wedding to **the Client** subject to receipt of a written brief regarding their bar requirements for the specific wedding.
- 5.2. **The Hotel** offers the following bar services which services must be identified and selected by **the Client**:

PREPAID LIMIT BAR	FULL BAR	<b>The Client</b> to pre-pay for all drinks consumed during the wedding.
PREPAID LIMIT BAR	SELECTED BAR	<p><b>The Client</b> to pay for a limited number of selected drinks consumed during the wedding.</p> <p>Certain categories of drinks may be excluded (e.g., spirits or shooters) but not certain brands.</p> <p><b>The Client</b> is required to pay the prepaid portion before the wedding.</p> <p>Should <b>the Client</b> wish to increase the limit during the wedding, <b>the Hotel</b> requires full payment for the additional increased amount upfront using Debit or Credit Card, Zapper or SnapScan.</p> <p>No cash or cheques payments will be accepted.</p> <p><b>The Client</b> may request that guests pay for their drinks once the set limit is reached.</p>
OWN ACCOUNT BAR	CASH BAR	Guests to pay for their drinks via Debit or Credit Card, Zapper or SnapScan. <b>NO CASH ACCEPTED.</b>

- 5.3. Should **the Client** choose the 'Own Account Bar' option, any outstanding amounts not paid by **the Client's** guests will be transferred to **the Client's** account. Should the outstanding amount be recouped, **the Client** will be refunded by **the Hotel**.
- 5.4. **The Client** may, at its own additional cost, request **the Hotel** to appoint an external Bar Auditor who shall monitor **the Client's** beverage consumption and ensure accuracy in respect of any billing processes.
- 5.5. **The Client** must inform their guests that **the Hotel** is a cashless environment and that the methods of payment mentioned in clause 5.2 above apply.
- 5.6. A drinks and wine menu shall be made available by **the Hotel** on **the Hotel** website at [www.thabahotel.co.za](http://www.thabahotel.co.za) or when requested by **the Client**.

#### 6. CORKAGE

- 6.1. Corkage only allowed by **the Hotel** on Red, White and Sparkling Wines.
- 6.2. Any special requirements regarding Bar facilities must be made by **the Client** in writing and approved by **the Hotel**. All requests for special beverage orders must be submitted by **the Client** and approved by **the Hotel** by no later than thirty (30) days before the date of the wedding.
- 6.3. **The Client** must make full payment upfront for all special and approved orders.

- 6.4. All orders submitted by **the Client** must be placed in the case lots attached hereto as **Annexure A**.
- 6.5. All prices for any special orders shall be subject to availability and may change without prior notice to **the Clients**.
- 6.6. Alcohol brought onto the premises without **written consent** from **the Hotel's** Senior Management will be confiscated by **the Hotel** and shall not be returned to **the Client**.
- 6.7. **The Client** shall not consume any alcohol provided to it by **the Hotel** outside of the premises or in **the Hotel's** parking area and public areas.
- 6.8. Should **the Client** or any guest of **the Client** be found drinking alcohol in **the Hotel** parking area, such person shall be immediately requested to leave the premises and **the Client** shall be immediately required to pay an amount of six thousand rand (R6 000) to **the Hotel**, which amount may be deducted from the deposit amount held by **the Hotel**.

## 7. OPERATING LICENSE

- 7.1. **The Hotel** reserves the right to fully protect its operating license and shall decline to continue service to any guest whose behavior is considered inappropriate or by **the Hotel** or any of its staff members.
- 7.2. **The Hotel** will not serve or allow any person to purchase alcohol for any person under the legal drinking age of eighteen (18). No alcohol will be served after 2 AM and before 12 PM.

## 8. FURNITURE AND EQUIPMENT

- 8.1. **The Client** shall not remove the wooden cross in the Church.
- 8.2. **The Client** shall ensure and inform **the Hotel** by no later than thirty (30) days in advance that **the Hotel's** standard furniture and equipment is satisfactory for the purposes required by **the Client**.
- 8.3. **The Client** shall supply or hire at **the Client's** cost any other additional items required by **the Client**.

## 9. DÉCOR AND PROPS

- 9.1. **The Client** should arrange for delivery of their décor and props to **the Hotel** on the day of their wedding and remove such items from the venue at the end of the Wedding.

**The Hotel** will store décor and props not collected within seven (7) days after the wedding, at a cost to **the Client**, depending on the size of the item/s. **The Hotel** is entitled to sell items to cover storage costs or donate goods to charity.

- 9.2. **The Hotel** shall not be liable, and **the Client** hereby indemnifies **the Hotel** from any damage to or loss of any hired or stored items.

## 10. SET-UP AND CUT-OFF TIMES

- 10.1. **The Client** shall confirm with **the Hotel's** Wedding Coordinator in writing the time which **the Hotel** must be set-up for the wedding by no later than seven (7) days before the wedding.
- 10.2. **The Hotel** shall not allow any set-up to commence on any date prior the date reserved by **the Client**, unless agreed to by **the Hotel** in writing.
- 10.3. Should **the Client** elect to reserve any date prior the date of the wedding the applicable venue hire charges shall apply, and **the Client** must be completed with the set-up at least eight (8) hours before the time the wedding is scheduled to begin or 12 PM whichever comes first.

## 11. WEDDING EVENT OVERTIME RATES

- 11.1. **The Client** shall be entitled to use the premises for a maximum of eight (8) hours which shall be measured from the time that the venue is booked and shall not include the time needed for set-up. Overtime rates will apply at the rates shown on the **Wedding Rate Card** should any wedding continue past the eight (8) hours, irrespective of the actual time that the wedding commenced.
- 11.2. No loud music shall be allowed at the premises after 12 PM and no music allowed after 2 AM
- 11.3. **The Hotel** shall commence with cleaning the venue at 2 AM regardless of whether **the Client** or its guests are still present. Should guests remain in the venue after 2 AM, a fee of seven thousand rand (R7 000) per hour or part thereof will be calculated and charged to **the Client** regardless of whether a full hour was used or not.
- 11.4. **The Client** may extend the time contemplated in clause 11.3 above to 4 AM if all fifty-two (52) hotel rooms are booked and paid for, however, additional venue hire, and staff charges shall remain applicable. Furthermore, no loud music shall be allowed after 12 PM.
- 11.5. Staff charges shall be added in addition to rates payable in terms of this overtime **Agreement**.
- 11.6. **The Client** shall be liable for payment of staff members at the rates shown on the **Wedding Rate Card** per staff member per hour or part thereof going into overtime.
- 11.7. **The Client** may arrange this on the night of the wedding however **the Client** must affect payment of the payable amount upfront.

## 12. WEDDING EVENT AND VENUE PAYMENT TERMS

- 12.1. **The Hotel** Wedding Events and Venue Quotation are only valid for seven (7) days from date of issue, whereafter such quotation will expire automatically.
- 12.2. Should **the Client** wish to proceed with the booking process, **the Hotel** will furnish a pro forma invoice in accordance with the table contemplated below.

PAYMENT SCHEDULE FOR WEDDING EVENT AND WEDDING VENUE		PLEASE SIGN
Upon booking	(Twenty five percent) 25% of total amount on 'Pro Forma Invoice' is required as deposit to secure venue and date. Include THABA reference number on proof of payment, ID copy and signed Thaba Agreement.	
90 (Ninety) Days before wedding	25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
60 (Sixty) Days before wedding	25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
30 (Thirty) Days before wedding	Breakage deposit and outstanding 25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
Day of wedding	Additions and overtime.	

- 12.3. Upon receipt of the pro forma invoice contemplated in clause 12.2 above, **the Client** shall furnish the Hotel with a copy of the Groom and the Bride's Identity Document or passport, a signed copy of this **Agreement** and proof of payment of the pro forma invoice amount.
- 12.4. Once the payment has cleared in **the Hotels'** bank account and **the Hotel's** Wedding Coordinator has checked that all documentation is correct, **the Hotel** will send to **the Client** the 'Letter of Acceptance' as confirmation of the booking.
- 12.5. In the event of non-payment of the fees within the specified time contemplated in clause 12.2. above, **the Hotel** shall be entitled to cancel this **Agreement** due to non-compliance, without further notice or liability to **the Client**. All monies paid are non-refundable.
- 12.6. Interest on any late payments will be charged at ruling bank prime overdraft rate plus two percent (2%).
- 12.7. No wedding will take place without full payment being made to **the Hotel**; thirty (30) days prior the date of such wedding.
- 12.8. Should any additional guests arrive on the day of the wedding, **the Client** will be informed and will be liable to pay the full amount due on the day of the wedding, in which case **the Hotel** will not be liable if the food and table settings are not sufficient.
- 12.9. No payments using a cheque or cash payments will be accepted by **the Hotel**.

### 13. WEDDING EVENT AND VENUE CANCELLATIONS

Subject to clause 13.2 the following will apply when **the Client** cancels this **Agreement**:

CANCELLATION SCHEDULE FOR WEDDING EVENT AND WEDDING VENUE		PLEASE SIGN
More than (One hundred and twenty) 120 days before wedding	(One hundred percent) 100% refund.	
(Ninety-one) 91 to (one hundred and twenty) 120 days' notice	Full Venue Hire and (Twenty five percent) 25% charge of the total wedding Invoice is non-refundable, the difference refundable.	
(Sixty-one) 61 to (ninety) 90 days' notice	Full Venue Hire and (Fifty percent) 50% charge of the total wedding Invoice is non-refundable, the difference refundable.	
(Thirty-one) 31 to (Sixty) 60 days' notice	Full Venue Hire and (Seventy five percent) 75% charge of the total Invoice is non-refundable, difference refundable.	
Less than (Thirty) 30 days' notice	Full deposit and 100% charge of the total Invoice is non-refundable, no refund.	

- 13.1. All cancellations must be in writing and e-mailed to **the Hotel's** Wedding Coordinator with a copy to events@thabahotel.co.za. **The Client** must ensure that they receive confirmation of receipt of their e-mail of cancellation from **the Hotel**.
- 13.2. A deduction of four thousand rand (R4 000) for the administration fee applies to all cancellations, regardless of the notification period. Please note that **the Hotel** only pays reimbursements via EFT.

### 14. PAYMENT METHODS

- 14.1. No payment made by **the Client** to **the Hotel** shall be made in cash and only payment by Debit or Credit Card, Zapper, SnapScan and EFT is acceptable for all transactions.
- 14.2. Should **the Client** wish to make a deposit or final payment in cash, **the Client** must deposit the funds at any FNB branch into the following banking account details and e-mail proof of payment to **the Hotel's** Wedding Coordinator:

**BANKING DETAILS:**

<b>Bank Name:</b>	FNB
<b>Account Name:</b>	Thaba Eco Hotel
<b>Account Number:</b>	62 876 089 577
<b>Branch Code:</b>	210 544
<b>Swift Code:</b>	FIRNZAJJ
<b>Reference:</b>	YOUR BLOCK ID (Located on Pro Forma Invoice)

- 14.3. **The Hotel** will accept the payment as valid once **the Hotel** receives **the Client's** e-mailed proof of payment and this payment reflects on **the Hotel** bank statement.
- 14.4. **The Hotel** shall provide **the Client** and its guests with sufficient card swiping machines to ensure that **the Client** and the guests may undertake transactions at the guest's tables.

### 15. POSTPONEMENTS OR DATE CHANGE

- 15.1. In the unlikely event of an emergency situation out of **the Client's** control, **the Hotel's** will, following consultation with **the Hotel** General Manager, consider allowing a date change.
- 15.2. An administration fee of four thousand rand (R4 000) shall be payable by **the Client** in the event of a date change.
- 15.3. **The Parties** shall sign a new **Agreement** and a new 'Letter of Acceptance' will be sent by **the Hotel** to **the Client** confirming the new date.

The Hotel Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

- 15.4. In the event that **the Clients** requires to postpone or change the date for a second time, a surcharge of fifty percent (50%) of the total invoiced amount of the postponed wedding will be charged over and above the full cost for the final wedding.
- 15.5. Any date change is subject to availability and shall be at **the Hotel** discretion.

## 16. WEDDING ARRANGEMENTS FINAL APPOINTMENT

- 16.1. **The Parties** hereby record that **Final Appointment** is necessary to ensure that **the Hotel** meets **the Clients'** expectations and any failure by **the Client** to attend **the Final Appointment** shall be considered as a renunciation of any rights in respect of requesting specific arrangements by **the Client**.
- 16.2. **The Hotel's** Wedding Coordinator will contact **the Client** to schedule the meeting at least thirty (30) days before the wedding.
- 16.3. **The Client** shall be required to sign **the Final Appointment** document and ensure that any changes are in writing.
- 16.4. The details submitted on **the Final Appointment** document will overrule or take precedence over any verbal discussions or arrangements held between **the Parties**.

### The purpose of a Final Appointment is to confirm:

- 16.4.1. Set-up of the wedding venue
- 16.4.2. Final menu and bar requirements selected by **the Client**
- 16.4.3. Confirmation of final number of guests
- 16.4.4. Detailed program of wedding

- 16.5. **The Client** shall be required to effect payment for any additions and extras in accordance with the payment schedule attached hereto as **Annexure B**.
- 16.6. **The Final Appointment** document must be completed for preparation for the meeting, **the Client** must complete and submit this document prior or at the meeting.
- 16.7. Should there be any changes to the program caused by **the Client** within thirty (30) days of the date of the wedding which changes result in additional costs to **the Hotel**, the costs shall be for the account of **the Client** and shall be paid by **the Client** prior to the date of the wedding.

## 17. GENERAL

- 17.1. **The Client** shall not conduct any cultural, traditional, and religious activities in any venue on the Premises without the prior **written consent** from **the Hotel's** Senior Management - this includes fires, slaughtering of animals, burning of alcohol and breaking of any plates, etc.
- 17.2. Any candles burnt by **the Client** must be wide enough to prevent wax damaging any linen or furniture, the removal of any wax damage shall be at **the Client's** expense.
- 17.3. **The Client** shall not make any alterations, structural or otherwise, additions or other improvements to the premises without the prior **written consent** of **the Hotel** including using any glue, nails, tacks, and hooks in the wall, roof, curtains, wooden frames, and any furniture on the premises. Should **the Client** erect any alterations without the **written consent** of **the Hotel** **the Client** shall, at its own cost, remove such alterations and reinstate the premises to the same condition it was in prior to effecting such alterations.
- 17.4. **The Client** may employ the use of fresh flower petals or potpourri, however, may not employ the use of any plastic confetti.
- 17.5. **The Client** shall not attach any draping to the chandeliers, walls, ceilings or curtains on the premises without **written consent** from **the Hotel**.
- 17.6. **The Client** shall not use pins or staples on the chair covers, any pins or staples on the chair covers shall be subject to the provision of clause 17.5 above.
- 17.7. **The Client** shall not use any fireworks or Chinese lanterns while on the premises.
- 17.8. **The Client** shall ensure that all of its guests remain silent in parking areas and driveways and shall not hoot, nor play any loud music on the parking areas and driveways to ensure the comfort of all guests of **the Hotel**.
- 17.9. The level of all sound needs to be such that it cannot damage a child's hearing and a decibel meter shall be provided by **the Hotel** to measure the level of sound created by **the Client**.
- 17.10. A sound check shall be conducted by **the Hotel** prior to the commencement of the wedding.
- 17.11. **The Parties** agree that no variation, amendment or consensual cancellation of this **Agreement** (including, without limitation, the provisions of this clause) shall be of any force or effect unless reduced to writing and signed by **the Parties** hereto by hand. For the avoidance of any doubt, **the Parties** expressly agree that no variation, amendment or consensual cancellation of this **Agreement** shall arise or become applicable pursuant to any exchange of "data" by means of an "electronic signature", or an "advanced electronic signature" (as envisaged, defined and otherwise contemplated in the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time "ECTA", or any similar provision in Law, if capable of waiver or amendment, in any other country to the extent applicable to this **Agreement**), or otherwise by means of electronic and/or written signed correspondence.
- 17.12. Further to the provisions of clause 17.11 of this **Agreement**, **the Parties** agree, to the fullest extent permitted by Law, to exclude the application of section 13 of the ECTA (or any similar provision in Law in any other country to the extent applicable to this **Agreement**) in respect of this **Agreement**. For the purposes of this **Agreement**, **the Parties** agree that their name, identifying information or the name and identifying information of the relevant entity which they represent in relation to the particular correspondence, that appears at or near the end of any electronic mail, electronic correspondence or other written correspondence, as the context may require, shall not in any manner be considered or deemed to constitute their signature or electronic signature, for the purpose of concluding any legal acts in relation to this **Agreement**.
- 17.13. **The Client** and its guests shall only smoke in the designated smoking areas.
- 17.14. **The Client**, its assignees and any of its guests may not access any area demarcated as a back-of-house area.
- 17.15. **The Hotel** hereby reserves its right of admission.

**18. BUILDING AND FIRE CODE REQUIREMENTS**

- 18.1. **The Client** must ensure that any service provider appointed by **the Client** to render any services on the premises complies with the safety and fire codes and all applicable flame-proofing regulations and on demand must provide **the Hotel** with the relevant certificate/s.
- 18.2. **The Client** must ensure that the exit signage on the premises is always visible and accessible.

**19. RISK / LOSS DAMAGES**

- 19.1. **The Hotel** is not liable for any loss or damage caused by interruptions of services (water, electricity, sanitary and gas) as well as any labour unrest and strikes which may take place.
- 19.2. Notwithstanding clause 19.1 **the Hotel** shall ensure that there are two (2) generators on site which supply power to **the Hotel**.
- 19.3. **The Hotel** shall invoice **the Client** for any damages to the property, buildings, furniture, fittings, décor or napery and surroundings gardens, which invoice must be paid within three (3) days of receipt of the invoice by **the Client** from **the Hotel**.

**20. RIGHT TO INSPECT AND NOT LIABLE FOR PERSONAL PROPERTY**

- 20.1. While **the Hotel** shall take precaution to ensure the safeguarding of **the Client's** belongings including décor, props, gifts and other valuables, **the Hotel** shall not be liable for loss or damages to any property or belonging of **the Client** or any of its guests.
- 20.2. It is **the client's** sole responsibility to ensure that any gifts, cards and envelopes given to them by their guest is in safe keeping and that **the Hotel** can in no way be held liable to take care of such gifts, cards and envelopes. It is recommended that **the Client** appoint one of their own guests to oversee the safekeeping of all wedding gifts, card and envelopes.

**21. FORCE MAJEURE**

- 21.1. Neither of **the Parties** shall be liable for default or delay caused by an occurrence beyond its reasonable control insofar as it proves:
- 21.1.1. That the failure was due to an occurrence beyond its reasonable control.
- 21.1.2. That it could not reasonably be expected to have taken the occurrence and its effects upon **the Party's** ability to perform into account at the time of the conclusion of this **Agreement**; and
- 21.1.3. That it could not reasonably have avoided or overcome the impediment or at least its effects.
- 21.2. An occurrence may include but is not limited to war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, pandemics, epidemics, localised outbreaks, destruction of machines, factories and any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, acts of authority, whether lawful or unlawful, apart from acts from which **the Client** seeking relief has assumed the risk by virtue of any other provisions of this **Agreement**.
- 21.3. For the purposes of this clause 21.2, "occurrence" does not include a lack of authorisations, licenses, permits or approvals as necessary for the performance of this **Agreement** and to be issued by any appropriate public authority.
- 21.4. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the occurrence relied upon and shall terminate upon the date upon which such occurrence ceases to exist; provided that if such occurrence continues for a period of more than sixty (60) days either of **the Parties** shall be entitled to terminate this **Agreement**.

**22. INDEMNITY AND LIMITATION OF LIABILITY**

- 22.1. **The Parties** hereby indemnify the other at all times against all direct losses sustained by either Party in consequence of public liability, loss, breach, or any other claim (including, without limitation, any legal fees or costs) arising in connection with this **Agreement**, save to the extent caused by the gross negligence or willful misconduct of a Party towards an express provision of this **Agreement**.
- 22.2. Notwithstanding any provision to the contrary in this **Agreement**, no Party shall be entitled to institute any delictual, contractual or other claim (including any claim pursuant to any indemnity given by any Party under this **Agreement**) against another Party for any indirect or consequential losses or damages (including without limitation, loss of profit, loss of use, loss of production, loss of business, or loss of business opportunity) due to any cause whatsoever.

**23. SECURITY GUARDS**

- 23.1. **The Hotel** shall, upon receipt of a written request from **the Client** and at an additional cost to **the Client**, provide additional security for the wedding.

**24. NUISANCE CLAUSE**

- 24.1. **The Client** and its Guests shall not conduct any action that might cause a nuisance to **the Hotel**, other guests of **the Hotel** or neighbours of **the Hotel**.

**25. RESPONSIBILITY**

- 25.1. **The Client** is responsible for the orderly conduct of guests attending the wedding and shall not allow any action that may constitute a breach of this **Agreement**.
- 25.2. **The Client** shall comply with any reasonable requests received from **the Hotel's** Senior Management and with all rules and regulations as issued by **the Hotel** to **the Client**.
- 25.3. Any damages to **the Hotel's** property by **the Clients** or their guests will be for **the Client's** account and is **the Clients** responsibility.

**26. MARKETING MATERIAL**

- 26.1. **The Client** hereby grants **the Hotel** permission to use any photos or videos taken on the premises of **the Hotel** and at their venues for any marketing or advertising purposes.

**27. RECOMMENDED SUPPLIERS**

**The Client** hereby indemnifies **the Hotel** against any damage caused by any suppliers or service providers recommended by **the Hotel** to **the Client**

**28. INVOICE DETAILS**

Person responsible for account	
Contact Number	
Email Address	
Bank Details	
Account holder	
Bank	
Branch	
Account number	

**29. WARRANTIES BY THE CLIENT**

The Client warrants that:

- 29.1. It can pay the full amount due thirty (30) days before the wedding, for the wedding and hotel accommodation as stipulated in the **Payment Terms**.
- 29.2. There are no unpaid civil judgements granted against **the Client**, and
- 29.3. **The Client** has not had any other adverse credit information recorded against it at any credit bureau in the last three (3) years.
- 29.4. **The Client** shall be considered in breach of this **Agreement** should there be any adverse credit information against **the Client's** name at any stage in the three (3) years prior to the conclusion of this **Agreement**.

**30. BREACH**

- 30.1. Should **the Client** commit a breach of this **Agreement** and fail to rectify or refuse to rectify that breach within seven (7) days after receipt of a written notice from **the Hotel** calling upon **the Client** to rectify that breach, **the Hotel** shall be entitled to, without prejudice to any other of its rights, cancel this **Agreement** by written notice to **the Client** and to retain any money already paid **by the Client**.

**31. DISCLAIMER**

- 31.1. **The Client** hereby acknowledges that it uses the premises provided by **the Hotel** at its own risk and neither **the Hotel** nor the Kraal Restaurant, nor any of its owners, subsidiaries, employees, managers, trustees, members or directors shall be held liable for any form of physical injury or death to any person/s or any loss of or damages of property which may be caused by any reason whatsoever including but not limited to theft, fire, wildlife, infectious diseases or any other causes whatever as a result of or in connection with the use of these facilities.

**32. THE CLIENT**

Full Name and Surname	
ID Number	
Physical Address	
Cell Number	
Landline Number	

The Hotel Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

**33. AUTHORITY TO SIGN**

- 33.1. **The Client** hereby warrants that it has full authority to sign this **Agreement**.
- 33.2. **The Client** confirms that the **Agreement** has been read and understood along with the Disclaimer. **The Client** agrees to the terms and conditions as set out in this **Agreement**.
- 33.3. **The Client** hereby takes full responsibility for the conduct of all of **the Client's** guests attending the wedding.
- 33.4. **The Client** hereby confirms that **the Hotel** staff explained that **the Client** is entitled to have this document translated into a language of choice and that this will be at **the Client's** cost.
- 33.5. **The Client** undertakes to pay any costs, including legal fees, tracing fees and collection costs that **the Hotel** may incur in its recovery of any outstanding amount due by them.

\_\_\_\_\_  
**The Client / The Bride** - Name/s and Signature/s

\_\_\_\_\_  
Date of Wedding

\_\_\_\_\_  
**The Client / The Groom** - Name/s and Signature/s

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Witness** - Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**The Hotel** Wedding Coordinator - Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**The Hotel** Sales Manager - Name and Signature

\_\_\_\_\_  
Date