



# TERMS AND CONDITIONS

This agreement is entered into by THE LAKESIDE and you, the CLIENT. The CLIENT and THE LAKESIDE hereby acknowledge to have read, fully understood, and accept the terms and conditions of this agreement. This agreement is legally binding and enforceable in terms of South African Law.

## 1. CONFIRMATION OF BOOKING:

- 1.1** This contract will come into operation upon receipt of payment of the non-refundable deposit of 50% of the venue fee.
- 1.2** Should the CLIENT pay the deposit, it will automatically be accepted as the CLIENT'S full acknowledgement and acceptance of the terms and conditions as set out in this document.
- 1.3** Please note that THE LAKESIDE only accepts functions of a maximum of 160 guests with a dance floor inside (or 200 guests with a dance floor on our deck area), and a minimum of 100 paying adults on Saturdays and Public Holidays; 60 on Fridays and 40 on Thursday and Sundays. Monday – Wednesday weddings have a minimum of 10 guests as per the all-inclusive packages. Should the CLIENT'S function be below the minimum requirement, the CLIENT will be responsible for the difference in guest count.
- 1.4** To confirm a booking, a copy of the signed contract and a bank certified proof of payment must be mailed to THE LAKESIDE. ([info@thelakeside.co.za](mailto:info@thelakeside.co.za))

## 2. PAYMENT:

- 2.1** The final outstanding amount/balance, and any additional costs must be paid in full at least 1 calendar month before the event.
- 2.2** Payments should be made in the following manner:
  - 2.2.1** 50% of the venue hire immediately to book the venue/date. The remaining 50% due at least 6 months before the function date.
  - 2.2.2** 50% of the catering and decor payable at least 3 months before the function date.
  - 2.2.3** The difference of the catering and décor invoice at least 1 calendar month before the function date in order to complete full payment.
  - 2.2.4** **For our All-Inclusive Weekday Weddings:** 50% of the total all-inclusive package based on estimate number of guests immediately to book the venue/date.
  - 2.2.5** 25% of the remaining balance at least 3 months before the function date.
  - 2.2.6** The difference of the all-inclusive package and any additional décor/food at least 1 calendar month before the function date in order to complete full payment.
- 2.3** If a booking is made within 1 calendar month of the function, full payment as well as all required documentation will be required immediately/within 24 hours of booking.
- 2.4** THE LAKESIDE only accepts EFT (Electronic Fund Transfers).
- 2.5** Payment due dates must be strictly adhered to, to avoid interest charges and/or the cancellation of booking.
- 2.6** THE LAKESIDE reserves the right to cancel any booking without notice and/or liability to the CLIENT, if the CLIENT does not adhere to the payment dates.
- 2.7** The final number of guests must be confirmed 1 calendar month prior to the date of the function.
- 2.8** A surcharge of R250 (excl VAT) per head will be charged for any external caterers. External caterers will ONLY be allowed when it comes to Kosher Meals where the venue cannot meet the requirements, Halaal/Halal catering; and in special circumstances where a written agreement is made between THE LAKESIDE and the CLIENT. External caterers will not be allowed to use any equipment at THE LAKESIDE.

**Initial:**

Spouse 1: \_\_\_\_\_

Spouse 2: \_\_\_\_\_

Witness: \_\_\_\_\_

### 3. BREAKAGE DEPOSIT:

- 3.1 A breakage deposit of **R5000** is required from the CLIENT when booking THE LAKESIDE. This breakage deposit will be invoiced separately and is refundable should there be no breakages or damages. This breakage deposit is due 1 month prior to the function date.
- 3.2 The breakage deposit is in place to protect THE LAKESIDE from damages such as, similar to, but not limited to by the CLIENT, their GUESTS, or their SUPPLIERS:
  - 3.2.1 Moveable and immovable property, gardens, décor, furniture, linen, missing or damaged items.
  - 3.2.2 Permanent marks on walls, floors, furniture, etc.
  - 3.2.3 Breakages or loss of any glasses, crockery, cutlery etc.
  - 3.2.4 Damages and/or breakages of any hardware on doors, cabinets, or windows; including, similar to, but not limited to handles, taps, frames, hinges, shower heads, basins and the likes.
  - 3.2.5 Missing / damaged items or accessories in guest rooms.
  - 3.2.6 Excessive waste, within reason.
- 3.3 The replacement fee of any item will be deducted at 3 x the cost price.
- 3.4 If any fire equipment / fire prevention equipment is used / tampered with, stolen / lost, or misplaced during the function, the CLIENT will be responsible for the amount to replace / return it back to its standard.
- 3.5 Should there be damages in excess of R5000, the CLIENT will be responsible for paying in the difference.

### 4. FOOD & DÉCOR:

- 4.1 THE LAKESIDE exclusively uses in-house services. No external suppliers will be allowed for Décor and Florals.
- 4.2 All décor will be collected by THE LAKESIDE staff immediately after the function.
- 4.3 THE LAKESIDE will not be held liable for any loss or damage to the CLIENT'S items.
- 4.4 All floor layout plans and set-up plans must be signed off by the CLIENT and sent to THE LAKESIDE no later than 1 month before the function.
- 4.5 THE LAKESIDE does not host individual food tastings, but rather Food Experiences every 3-4 months at an additional per person rate. Should you not be able to attend a Food Experience, you are welcome to have family or friends attend on your behalf, as THE LAKESIDE will not be able to accommodate individual food tastings if this is missed, or if there are not any scheduled for before your wedding date.
- 4.6 The on-the-day event timeline is agreed upon by the CLIENT, THE LAKESIDE and the kitchen, and it is therefore the MC's responsibility to coordinate with THE LAKESIDE if the timeline runs late.
- 4.7 THE LAKESIDE will not be held liable for food that is getting cold or overcooked because speeches have not been concluded in time or the timeline has run over time.
- 4.8 If a lesser number of guests attend than the final agreed upon number, it remains the CLIENT's responsibility for the full amount agreed on. If additional guests arrive contrary to the final number of guests agreed upon, the CLIENT will be billed accordingly.
- 4.9 The CLIENT and/or the CLIENT'S GUESTS may not enter the kitchen, behind the bar, storerooms, or décor rooms. A fine of R1000 will be issued each time, should this occur. You are more than welcome to ask THE LAKESIDE staff for assistance should you require it.

### 5. THE LAKESIDE STAFF:

- 5.1 THE LAKESIDE staff will work until 24h00 on the day of the event/function (22h00 on Sundays & weekdays).

### 6. BAR FACILITIES:

- 6.1 THE LAKESIDE is a fully licensed venue.
- 6.2 The Bar accepts bank card transactions and EFT (for pre-arranged bar tabs).
- 6.3 Should the CLIENT want an open bar for their guests, the CLIENT will need to pay for the bar tab upfront. If the tab is not used up in full, the remainder will be refunded to the CLIENT. No drinks will be served once the bar tab has been reached without additional payment.
- 6.4 Bar tabs for guests will not be opened.
- 6.5 **No drinks or alcohol can be brought on to the property.**
- 6.6 Should a guest be caught drinking external alcohol from a car boot, sneaky handbag, or similar, a fine of R2000 will apply and be deducted from the breakage deposit. Should this happen a second time, a second fine will be issued and THE LAKESIDE reserves the right to immediately stop the function.
- 6.7 No glasses or glass bottles are allowed outside the venue (ie: into the parking) as there are wild animals that roam freely.

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Witness: \_\_\_\_\_

## 7. VENUE RENTING HOURS:

- 7.1 Venue Hire will start from 10h00 on the day of the CLIENT'S function and will conclude at 24h00 on the night of the function (22h00 for Sunday and weekday functions).
- 7.2 There is a possibility that venue viewings will take place over the time of your event.
- 7.3 THE LAKESIDE reserves the right to control the volume of the music during the function, and at 22h00 all music needs to be at the decibel readings of the local laws.
- 7.4 Strictly **no base bins** are allowed at THE LAKESIDE.
- 7.5 Should you want a live band or performer, all performances need to end by 18:00 and The Lakeside staff need to be informed of such performers before time.

## 8. SAFETY AND SECURITY:

- 8.1 The CLIENT is obligated to comply with all existing safety and security in place at THE LAKESIDE.
- 8.2 The CLIENT must ensure that no emergency exits, safety equipment or safety signage is covered, obstructed or interfered with in any way.

## 9. POSTPONEMENT AND CANCELLATION:

- 9.1 THE LAKESIDE reserves the right to cancel this agreement at any time during the planning of this event in the following instances:
  - 9.1.1 A conflict of interest arises between the parties which cannot be solved through mediation and arbitration.
  - 9.1.2 THE LAKESIDE is unable to perform its duties due to any damage to the venue premises by fire, flooding, riots causing a shortage of labour, strikes that affect the direct safety of the CLIENT or THE LAKESIDE staff, industrial or political unrest on a mass scale, or any such cause beyond the control of THE LAKESIDE.
- 9.2 Should the client wish to cancel or postpone their function, all notices must be done in writing, via email.
- 9.3 The booking fee (50% of venue hire) is non-refundable in any circumstance.
- 9.4 All events cancelled or postponed within 6 months of the function date, will be subject to a 100% cancellation fee of the total venue hire. If, however the venue is re-booked for a similar function, THE LAKESIDE will refund a maximum of 50% of the total venue hire, after taking into consideration any loss or damage incurred as a result of the cancellation.
- 9.5 All events cancelled or postponed within 3 months of the function date, will be subject to a 50% cancellation fee of the total wedding invoice. If, however the venue is re-booked for a similar function, THE LAKESIDE will refund the deposit after taking into consideration any loss or damage incurred as a result of the cancellation.
- 9.6 All events cancelled or postponed within 1 month of the function date, will be subject to a 100% cancellation fee of the total wedding invoice. If, however the venue is re-booked for a similar function, THE LAKESIDE will refund the deposit after taking into consideration any loss or damage incurred as a result of the cancellation.
- 9.7 In the event that the function is postponed and moved to another calendar year, the rates for food and décor for that year will be applicable.
- 9.8 The CLIENT is responsible for arranging insurance mitigating their loss.

## 10. LIMITATION OF LIABILITY:

- 10.1 THE LAKESIDE will not be liable for, and the CLIENT will not have any claim of whatsoever nature against THE LAKESIDE as a result of:
  - 10.1.1 THE LAKESIDE not being able to provide services as a result of weather, fire or any other sudden unforeseeable event that may prevent it from fulfilling its obligations.
  - 10.1.2 Any loss or damage to personal belongings of the CLIENT and their GUESTS.
  - 10.1.3 Any interruption of electricity, water supply and sanitary services.
  - 10.1.4 Any personal injury, death, illness, etc to the CLIENT and their GUESTS.
  - 10.1.5 Any damage, loss, cost or claim that the CLIENT may suffer or incur arising from any cancellation or termination for any reason contemplated in this agreement.
- 10.2 THE LAKESIDE has a 100kVA generator on site should there be loadshedding. The surcharge is R1000 (incl VAT) per running hour from the time your wedding starts. The generator will kick in automatically (1-2 min) and a R6000 diesel deposit will be taken 1 month before the wedding. Usage of the generator is compulsory in the case of loadshedding.
- 10.3 The CLIENT hereby waives on the CLIENT'S behalf and on behalf of all the CLIENT's guests, all claims and demands against THE LAKESIDE for any such loss, damage or injury as stipulated in 10.1.
- 10.4 THE LAKESIDE clearly states that there are no railings along the water's edge.
- 10.5 **Swimming in the lake is strictly prohibited at all times.**

Initial:

Spouse 1: \_\_\_\_\_

Spouse 2: \_\_\_\_\_

Witness: \_\_\_\_\_

## 11. SMOKING:

- 11.1** Smoking is not allowed inside the venue, the reception hall or glass house and other closed areas in accordance with the Tobacco Act and Laws of South Africa.
- 11.2** The CLIENT will be responsible for the conduct of their GUESTS.
- 11.3** Failure to adhere to this clause may result in a fine, subject to the discretion of THE LAKESIDE.

## 12. WHEELCHAIR ACCESS:

- 12.1** THE LAKESIDE continues to strive to achieve full wheelchair access to guests and will endeavour to accommodate guests wherever possible.
- 12.2** THE LAKESIDE states clearly that the venue is not 100% wheelchair friendly.

## 13. BREACH:

- 13.1** If the CLIENT is in breach of any provision of this agreement, then THE LAKESIDE will be entitled to:
  - 13.1.1** Allow the CLIENT a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question.
  - 13.1.2** Cancel all agreements concluded between the CLIENT and THE LAKESIDE.
  - 13.1.3** Claim immediate performance and/or payment of all your obligations in terms thereof.

## 14. ACCOMMODATION:

- 14.1** THE LAKESIDE offers on site accommodation for a limited number of guests which is reserved for the CLIENT and their guests on the evening of the wedding.
- 14.2** Check in is between 14:00 and 17:00 on the day of the event and check out time is strictly 09:00.
- 14.3** Late checkouts will be penalised at R1000 per room, per hour.
- 14.4** Payment for accommodation will be invoiced separately directly to the bridal couple.
- 14.5** Check in for the Bridal Suite is 10:00 and the Groom's Suite at 11:00.
- 14.6** We do not have housekeeping during your stay except for preparing the Bridal Suite and Groom's Suite after getting ready in the room by the bridal party and the room should be vacated with all luggage before the ceremony. Please ensure that all valuables are safely stored away. THE LAKESIDE takes no responsibility for any losses or damages.

## 15. VENUE MANAGER:

- 15.1** THE LAKESIDE may appoint a Venue Manager who acts on behalf of THE LAKESIDE.
- 15.2** Their role is to take guided venue viewings; answer any questions you may have with regards to THE LAKESIDE, facilitate bookings, finalise agreements and act as a representative of THE LAKESIDE on the day/night of your function.
- 15.3** The Venue Manager therefore has full mandate to act within their discretion in terms of this agreement and to perform any such decisions as may be necessary as if THE LAKESIDE has authorised such decisions to which the CLIENT will adhere to.

## 16. CESSION AND DELEGATION:

- 16.1** You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this agreement, without the prior written approval of THE LAKESIDE.

**Initial:**

Spouse 1: \_\_\_\_\_

Spouse 2: \_\_\_\_\_

Witness: \_\_\_\_\_

## 17. GENERAL:

- 17.1** The Parties (CLIENT and THE LAKESIDE) acknowledge and agree that this agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this agreement not incorporated in this agreement will be binding on the parties. No changes to this instruction form will be binding on any of the parties unless recorded in writing and signed by both parties.
- 17.2** You agree that any notices THE LAKESIDE sends to you, the CLIENT, in terms of any agreement concluded between us, the parties, may be sent via email unless otherwise prescribed by law.
- 17.3** The CLIENT warrants that as at the date of signature of this agreement, all the details furnished by the CLIENT to THE LAKESIDE are true and correct and that the CLIENT will notify THE LAKESIDE in the event of any change to such details.
- 17.4** It is hereby stated that this document consists of 5 pages, with the 5<sup>th</sup> page being the page where both parties sign.
- 17.5** Please ensure that every page is initialled by the CLIENT (both spouses) and witness.

## 18. DISCLAIMER:

- 18.1** THE LAKESIDE reserves the Right of Admission.
- 18.2** The premises of THE LAKESIDE is entered at its own risk and its staff, management or any person directly employed for any function shall not be held liable for any loss or injury as a result of negligence or any other cause.
- 18.3** The CLIENT acknowledges reading this contract in its entirety and having the opportunity to ask questions. The CLIENT further acknowledges understanding the contents of this contract and agrees that its terms and conditions are fair and reasonable.

### Initial:

Spouse 1: \_\_\_\_\_

Spouse 2: \_\_\_\_\_

Witness: \_\_\_\_\_

### CLIENT:

Signed at: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse 1: \_\_\_\_\_ (full name) \_\_\_\_\_ (signature)

Spouse 2: \_\_\_\_\_ (full name) \_\_\_\_\_ (signature)

Witness: \_\_\_\_\_ (full name) \_\_\_\_\_ (signature)

### THE LAKESIDE:

Signed at: \_\_\_\_\_ Date: \_\_\_\_\_

Director: \_\_\_\_\_ (full name) \_\_\_\_\_ (signature)

Witness: \_\_\_\_\_ (full name) \_\_\_\_\_ (signature)