



TERMS AND CONDITIONS - CONFERENCES

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 payment of 50% of the conference package.
- 1.2** Should the CLIENT pay the 50%, 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** 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 your booking, a signed copy of this contract and proof of payment must be emailed to info@thelakeside.co.za

2. PAYMENT TIMELINES:

- 2.1** The final outstanding amount/balance, and any additional costs must be paid in full at least 2 weeks before the event.
- 2.2** Payments should be made in the following manner:
 - 2.2.1** 50% of the package price immediately to book the venue/date. The remaining 50% due 2 weeks before the event.
 - 2.2.2** If additional décor or food is ordered, 50% of invoice payable at least 1 month before the function date. The remaining balance due at least 2 weeks before the event.
- 2.3** If a booking is made within 2 weeks of the function, full payment as well as all required documentation will be required immediately upon invoicing.
- 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 2 weeks prior to the date of the function.
- 2.8** 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.

3. REFUNDABLE DEPOSITS:

- 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 2 weeks 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, decor, furniture, linen, missing or damaged items. Breakages or loss of any glasses, crockery, cutlery. Permanent marks on walls, floors, furniture, etc. Damages of any hardware on doors, cabinets, or windows; including, but not limited to handles, taps, hinges, basins and the likes. Missing/damaged items or accessories in guest rooms.
 - 3.2.2** Excessive waste, within reason.
- 3.3** The replacement fee of any item will be deducted at 3 x the cost price, as per industry standard.
- 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 Food, Decor and Florals.
- 4.2** All floor layout plans and set-up plans must be signed off by the CLIENT and sent to THE LAKESIDE no later than 2 weeks before the function.
- 4.3** The on-the-day event timeline is agreed upon by the CLIENT, THE LAKESIDE and the kitchen, and it is therefore the CLIENT'S responsibility to coordinate with THE LAKESIDE if the timeline runs late.
- 4.4** 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.

Initial:
Client: _____
Witness: _____

5. BAR FACILITIES:

- 5.1 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.
- 5.2 Guest bar tabs may be opened with car keys or a valid driver's license, and is payable at the end of the function.
- 5.3 **No drinks or alcohol can be brought on to the property.**
- 5.4 Should a guest be caught drinking external alcohol from a car boot, 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.
- 5.5 No glasses or glass bottles are allowed outside the venue (ie: into the parking) as there are animals that roam freely.

6. VENUE RENTING HOURS & MUSIC:

- 6.1 Venue Hire will start from 08h00 and will conclude at 17h00 (subject to change based on the package chosen).
- 6.2 Subject to availability and confirmation by THE LAKESIDE, the CLIENT may set up any additional items 2 hours before their function begins. All additional hours will be charged at R1000 per hour (during standard work hours).
- 6.3 Breakdown of the function will occur directly after the function ends.
- 6.4 Under no circumstances are you or any service provider allowed to move furniture around. It is your responsibility to communicate this to your service providers.
- 6.5 There is a possibility that venue viewings will take place over the time of your event.
- 6.6 THE LAKESIDE reserves the right to control the volume of the music during the event.
- 6.7 Strictly **no base bins** are allowed at THE LAKESIDE.

7. ACCOMMODATION:

- 7.1 Late checkouts will be penalised at R1000 per room, per hour.
- 7.2 Payment for accommodation will be invoiced separately directly to the CLIENT. The CLIENT is responsible for allocating rooms to their guests and managing all payments. One payment is to be made to THE LAKESIDE no later than 2 weeks prior to the function date.
- 7.3 We do not have housekeeping during your stay.
- 7.4 Please ensure that all valuables are safely stored away. THE LAKESIDE takes no responsibility for any losses or damages.

8. SAFETY AND SECURITY:

- 8.1 The CLIENT will provide THE LAKESIDE with a complete guest list (names and surnames) of all guests that will attend no later than 2 weeks before their function. This guest list will be provided to the security on duty and no guests will be allowed onto the property should their name not appear on the list.
- 8.2 The CLIENT must ensure that no emergency exits, safety equipment or safety signage is covered, obstructed or interfered with.

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 All events cancelled or postponed with more than 1 calendar month to the function date, will be subject to a cancellation/postponement fee of R10 000.
- 9.4 All events cancelled or postponed within 1 months of the function date, will be subject to a 100% cancellation/ postponement fee of the total package invoice. If, however the venue is re-booked for a similar function, THE LAKESIDE will refund a maximum of 50% of the total package invoice, after taking into consideration any loss or damage incurred as a result of the cancellation.
- 9.5 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.
- 9.6 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.

Initial:
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- 10.2** 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.
- 10.3** THE LAKESIDE clearly states that there are no railings along the water's edge.
- 10.4** **Swimming in the lake is strictly prohibited at all times.**

11. BREACH:

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

12. CESSION AND DELEGATION:

- 12.1** 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.

13. GENERAL:

- 13.1** 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. Failure to adhere to this clause may result in a fine, subject to the discretion of THE LAKESIDE.
- 13.2** THE LAKESIDE reserves the Right of Admission.
- 13.3** 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.
- 13.4** 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.
- 13.5** You agree that any notices THE LAKESIDE sends to you in terms of any agreement concluded between us, may be sent via email unless otherwise prescribed by law.
- 13.6** 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.
- 13.7** 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.
- 13.8** It is hereby stated that this document consists of 3 pages, with the 3rd page being the page where both parties sign.

Initial:
Client: _____
Witness: _____

CLIENT:

Signed at: _____ Date: _____

Client: _____ (full name) _____ (signature)

Contact Number: _____ Email Address: _____

Company Name: _____

Witness: _____ (full name) _____ (signature)

THE LAKESIDE:

Signed at: _____ Date: _____