

TERMS AND CONDITIONS

RIVERSIDE DECK

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 which 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 venue hire.
- 1.2** Should the CLIENT pay the venue hire, 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** 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)

2. PAYMENT:

- 2.1** Payments should be made in the following manner:
 - 2.1.1** 100% of the venue hire immediately to book the venue and date.
 - 2.1.2** Additional décor and food arranged through THE LAKESIDE is due a at least 2 weeks before the event.
- 2.2** If a booking is made within 2 weeks of the function, full payment as well as all required documentation will be required immediately/within 24 hours of booking.
- 2.3** THE LAKESIDE only accepts EFT (Electronic Fund Transfers).
- 2.4** Payment due dates must be strictly adhered to, to avoid interest charges and/or the cancellation of booking.
- 2.5** 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.
- 2.6** The final number of guests must be confirmed 2 weeks prior to the date of the function.

3. BREAKAGE DEPOSIT:

- 3.1** A breakage deposit of **R1500** 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, décor, furniture, linen, missing or damaged items.
 - 3.2.2** Breakages or loss of any glasses, crockery, cutlery etc.
 - 3.2.3** 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 full amount to replace / return it back to its standard.
- 3.5** Should there be damages in excess of R1500, the CLIENT will be responsible for paying in the difference.

4. EXTERNAL DECOR:

- 4.1** THE LAKESIDE will not be held liable for any loss or damage to the CLIENTS or their suppliers' items.
- 4.2** All external items brought in need to be removed off the premises immediately after the function. THE LAKESIDE cannot store any items for collection at a later date.
- 4.3** If external suppliers or items are used, THE LAKESIDE is to be left in the same condition as it was found.

5. BAR:

- 5.1** THE LAKESIDE is a full licensed venue.
- 5.2** The Bar accepts bank card transactions and EFT (for pre-arranged bar tabs)
- 5.3** 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.
- 5.4** Guest bar tabs may be opened with car keys or a valid driver's license, and is payable at the end of the function.
- 5.5** **No drinks or alcohol can be brought onto the property.**
- 5.6** No glasses or glass bottles are allowed to leave the designated area of THE RIVERSIDE (eg: into the parking) as there are wild animals that roam freely.

Initial:

6. POSTPONEMENT AND CANCELLATION:

- 6.1 THE LAKESIDE reserves the right to cancel this agreement at any time during the planning of this event in the following instances:
 - 6.1.1 A conflict of interest arises between the parties which cannot be solved through mediation and arbitration.
 - 6.1.2 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.
- 6.2 Should the client wish to cancel or postpone their function, all notices must be done in writing, via email.
- 6.3 The booking fee (venue hire) is non-refundable if the CLIENT cancels the function.
- 6.4 All events cancelled or postponed within 2 weeks of the function date, will be subject to a 100% cancellation fee of the total food/decor invoice.

7. LIMITATION OF LIABILITY:

- 7.1 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:
 - 7.1.1 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.
 - 7.1.2 Any loss or damage to personal belongings of the CLIENT and their GUESTS.
 - 7.1.3 Any interruption of electricity, water supply and sanitary services.
 - 7.1.4 Any personal injury, death, illness, etc to the CLIENT and their GUESTS.
 - 7.1.5 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.
- 7.2 **Swimming in the lake or river is strictly prohibited at all times.**

8. GENERAL:

- 8.1 Venue Hire will conclude at the latest **20h00** on the day of the function.
- 8.2 Should the CLIENT's agreed upon start time run more than an hour late; there will be a delay fee of R1000 p/hour that it is delayed by.
- 8.3 There is a possibility that venue viewings will take place over the time of your event.
- 8.4 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.
- 8.5 THE LAKESIDE reserves the right to control the volume of the music during the function.
- 8.6 **Strictly no DJs or live performers** are allowed at THE RIVERSIDE.
- 8.7 THE LAKESIDE will not be held liable for any loss or damage to the CLIENT'S items.
- 8.8 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.
- 8.9 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.
- 8.10 THE LAKESIDE reserves the Right of Admission.
- 8.11 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.
- 8.12 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:

CLIENT:

Signed at: _____ Date: _____

Client: _____ (full name) _____ (signature)

THE LAKESIDE:

Signed at: _____ Date: _____

Director: _____ (full name) _____ (signature)

Witness: _____ (full name) _____ (signature)