

TERMS AND CONDITIONS - EVENTS

THE COUNTRYSIDE

This agreement is entered into by THE LAKESIDE (trading as THE COUNTRYSIDE) and you, the CLIENT. The CLIENT 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 (non-refundable).
- 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 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 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 Per person rate packages and any additional food and decor invoices are due at least 2 weeks before the event.
- 2.2 If a booking is made within 2 weeks of the function, full payment be required immediately upon invoicing.
- 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.
- 2.7 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 **R1500** is required from the CLIENT when booking THE COUNTRYSIDE. 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 date.
- 3.2 The breakage deposit is in place to protect THE COUNTRYSIDE 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 No confetti poppers (paper or plastic) etc may be brought in without prior approval. Strictly no items that are not biodegradable.
- 3.5 Should there be damages in excess of R1500, the CLIENT will be responsible for paying in the difference.

4. FOOD & DECOR:

- 4.1 THE COUNTRYSIDE exclusively uses in-house services for all table decor and florals. No external suppliers will be allowed in this regard. External suppliers are allowed for non-table decor such as balloon arches, backdrops, outdoor furniture etc - subject to confirmation by THE COUNTRYSIDE.
- 4.2 Subject to availability and confirmation by THE COUNTRYSIDE, the CLIENT may set up any additional items 2 hours before their function begins. All additional hours will be charged at R500 per hour (during standard work hours).
- 4.3 Breakdown of the function will occur directly after the function ends.
- 4.4 All external items brought in need to be removed off the premises immediately after the function. THE COUNTRYSIDE cannot store any items for collection at a later date. If external suppliers or items are used, THE COUNTRYSIDE is to be left in the same condition as it was found. THE COUNTRYSIDE will not be held liable for any loss or damage to the CLIENTS or their suppliers' items.
- 4.5 The on-the-day event timeline is agreed upon by the CLIENT, THE COUNTRYSIDE and the kitchen, and needs to be adhered to.
- 4.6 The CLIENT and/or the CLIENT'S GUESTS may not enter the kitchen, behind the bar or storerooms. A fine of R1000 will be issued each time, should this occur. You are more than welcome to ask THE COUNTRYSIDE staff for assistance should you require it.

5. BAR:

- 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 **No drinks or alcohol can be brought onto the property.**
- 5.3 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 we reserve the right to immediately stop the function.
- 5.4 No glasses or glass bottles are allowed outside of the venue (ie: into the parking area).

Initial:

6. ACCOMMODATION:

- 6.1 THE COUNTRYSIDE offers on site accommodation for a limited number of guests. This accommodation is open to the guests of THE LAKESIDE and THE COUNTRYSIDE, and work on a first come first serve basis. Full payment secures your booking.
- 6.2 Check in is between 13:00 and 17:00 on the day of the event and check out time is strictly 09:00.
- 6.3 Late checkouts will be penalised at R1000 per room, per hour.
- 6.4 There is no housekeeping during your stay. Please ensure that all valuables are safely stored away. THE COUNTRYSIDE takes no responsibility for any losses or damages.

7. POSTPONEMENT AND CANCELLATION:

- 7.1 THE COUNTRYSIDE reserves the right to cancel this agreement at any time during the planning of this event in the following instances:
 - 7.1.1 A conflict of interest arises between the parties which cannot be solved through mediation and arbitration.
 - 7.1.2 THE COUNTRYSIDE 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 COUNTRYSIDE staff, industrial or political unrest on a mass scale, or any such cause beyond the control of THE COUNTRYSIDE.
- 7.2 Should the client wish to cancel or postpone their function, all notices must be done in writing, via email.
- 7.3 The booking fee (venue hire) is non-refundable if the CLIENT cancels or postpones their function.
- 7.4 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.

8. LIMITATION OF LIABILITY:

- 8.1 THE COUNTRYSIDE will not be liable for, and the CLIENT will not have any claim of whatsoever nature against THE COUNTRYSIDE as a result of:
 - 8.1.1 THE COUNTRYSIDE 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; Any interruption of electricity, water supply and sanitary services.
 - 8.1.2 Any loss or damage to personal belongings of the CLIENT and their GUESTS; Any personal injury, death, illness, etc to the CLIENT and their GUESTS.
 - 8.1.3 Any loss, cost or claim that the CLIENT may suffer or incur arising from any cancellation or termination for any reason contemplated in this agreement.
- 8.2 The CLIENT hereby waives on the CLIENT'S behalf and on behalf of all the CLIENT'S guests, all claims and demands against THE COUNTRYSIDE for any such loss, damage or injury as stipulated in 8.1.
- 8.3 THE COUNTRYSIDE clearly states that there are no railings along the water's edge.
- 8.4 **Swimming is strictly prohibited at all times.**

9. GENERAL:

- 9.1 The Venue Hire rate is for a maximum of 6 hours during either of the two time slots, to be confirmed upon booking: 08:00-14:00 or 16:00-22:00.
- 9.2 Venue viewings may take place over the time of your event.
- 9.3 Smoking is not allowed inside the venue or 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 COUNTRYSIDE.
- 9.4 Should the CLIENT'S agreed upon start time run more than an hour late; there will be a delay fee of R1000 per hour that it is delayed.
- 9.5 THE COUNTRYSIDE 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. **Strictly no base bins** are allowed at THE COUNTRYSIDE.
- 9.6 Should you want a live band or performer, all performances need to end by 18:00 and THE COUNTRYSIDE staff need to be informed of such performers before time.
- 9.7 The CLIENT will provide THE COUNTRYSIDE with a complete guest list (names and surnames) of all guests no later than 2 weeks before their function. No guests will be allowed onto the property should their name not appear on the list.
- 9.8 THE COUNTRYSIDE reserves the Right of Admission.
- 9.9 The premises of THE COUNTRYSIDE 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.
- 9.10 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)