

## TERMS AND CONDITIONS

This agreement is entered into by THE LAKESIDE and you, the CLIENT. The CLIENT 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 50% of the venue hire and will automatically be accepted as the CLIENT'S full acknowledgement and acceptance of the terms and conditions as set out in this document.
- 1.2** Please note that THE LAKESIDE only accepts functions with a minimum of 80 paying adults on Saturdays and Public Holidays; 60 on Fridays and the day before a Public Holiday, 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.
- 1.3** To confirm your booking, a signed copy of this contract and proof of payment must be emailed to [info@thelakeside.co.za](mailto: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 1 calendar month before the event.
- 2.2** Payments should be made in the following manner:
  - 2.2.1** 50% of the venue hire to book the date (non-refundable). 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 balance of the catering and decor invoice at least 1 calendar month before the function date in order to complete full payment.
  - 2.2.4** **All-Inclusive Weekday Weddings:** 50% of the total all-inclusive package based on estimate number of guests to book the date (non-refundable).
  - 2.2.5** 50% of any additional catering or decor is payable at least 3 months before the function date.
  - 2.2.6** The balance of the package and any additional decor/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 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. 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 1 calendar month 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 **R10 000** will be invoiced separately to the CLIENT and is refundable should there be no breakages or damages. This breakage deposit is due 1 month prior to the function date. 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:
  - 3.1.1** 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.
  - 3.1.2** Excessive waste, within reason.
- 3.2** The replacement fee of any item will be deducted at 3 x the cost price, as per industry standard.
- 3.3** No paper confetti or streamers are allowed. Only biodegradable confetti such as fynbos, bubbles, etc. Please notify your bridal party.
- 3.4** Should there be damages in excess of R10 000, the CLIENT will be responsible for paying in the difference.

### 4. FOOD & DECOR:

- 4.1** THE LAKESIDE exclusively uses in-house services. No external suppliers will be allowed for Food, Decor or Florals.
- 4.2** THE LAKESIDE does not host individual food tastings, but rather Food Experiences every 3-4 months. 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. If there are not any scheduled tastings before your wedding date, this benefit is forfeited.
- 4.3** The on-the-day timeline is agreed upon with the kitchen, and it is therefore the MC'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.

## 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 evening.
- 5.3 **No drinks or alcohol can be brought on to the property.** Should a guest be caught drinking external alcohol from a car boot, sneaky handbag, or similar, a fine of R5000 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.
- 5.4 No glasses or glass bottles are allowed outside the venue (ie: into the parking) as there are wild animals that roam freely.

## 6. VENUE RENTING HOURS & MUSIC:

- 6.1 Venue Hire will start from 13h00 and will conclude at 24h00 on the night of the function (22h00 for Sunday and weekday functions).
- 6.2 There is a possibility that venue viewings will take place over the time of your event.
- 6.3 Should the agreed upon ceremony start time run more than an hour late; there will be a delay fee of R1000 per hour that it is delayed by.
- 6.4 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).
- 6.5 Breakdown of the function will occur directly after the function ends.
- 6.6 Your DJ must be SAMRO & SAMPRA registered. 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.
- 6.7 THE LAKESIDE has their own built in sound system in the reception area that is compulsory to use. No additional speakers are allowed to be brought in. Your DJ is only permitted to bring a speaker for the ceremony and canape area. Upon booking, you will receive a detailed document to send through to your DJ. Strictly **no base bins** are to be brought in to THE LAKESIDE.
- 6.8 No bands with drums or percussion instruments are allowed during the reception, or past 18:00.

## 7. ACCOMMODATION:

- 7.1 Check in is between 13:00 and 17:00 and check out time is strictly 09:00. 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 then to be made to THE LAKESIDE no later than 2 weeks prior to the function date.
- 7.3 All items are to be removed out of the Beauty Room before the reception start time.
- 7.4 Please ensure that all valuables are safely stored away. THE LAKESIDE takes no responsibility for any losses or damages.

## 8. POSTPONEMENT AND CANCELLATION:

- 8.1 THE LAKESIDE reserves the right to cancel this agreement at any time during the planning of this event in the following instances:
  - 8.1.1 A conflict of interest arises between the parties which cannot be solved through mediation and arbitration.
  - 8.1.2 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.
- 8.2 Should the client wish to cancel or postpone their function, all notices must be done in writing, via email.
- 8.3 All events cancelled or postponed with more than 6 calendar months to the function date, will be subject to a cancellation/postponement fee of R10 000.
- 8.4 All events cancelled or postponed within 6 months of the function date, will be subject to a 100% cancellation/postponement fee of the total venue hire invoice. 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.
- 8.5 All events cancelled or postponed within 3 months of the function date, will be subject to a 100% cancellation/ postponement fee of the total venue hire, and a 50% cancellation fee of additional food, decor and florals. 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.
- 8.6 All events cancelled or postponed within 1 month of the function date, will be subject to a 100% cancellation/ postponement fee of the total wedding invoice (venue hire, food, decor & florals) . 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.
- 8.7 In the event that the function is postponed and moved to another calendar year, the rates for food and decor for that year will be applicable.
- 8.8 The CLIENT is responsible for arranging insurance mitigating their loss.

## 9. LIMITATION OF LIABILITY:

- 9.1 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:
  - 9.1.1 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; Any interruption of electricity, water supply and sanitary services.
  - 9.1.2 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.
  - 9.1.3 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.
- 9.2 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 9.1.
- 9.3 THE LAKESIDE clearly states that there are no railings along the water's edge.
- 9.4 **Swimming in the lake is strictly prohibited at all times.**

## 10. BREACH:

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

## 11. GENERAL:

- 11.1** THE LAKESIDE reserves the Right of Admission.
- 11.2** THE LAKESIDE will not be held liable for any loss or damage to the CLIENT'S items.
- 11.3** The CLIENT will be responsible for the conduct of their GUESTS.
- 11.4** 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.
- 11.5** 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.
- 11.6** The CLIENT will provide THE LAKESIDE with a complete guest list (names and surnames) of all guests that will attend their wedding no later than 1 month before their function. No guests will be allowed onto the property should their name not appear on the list.
- 11.7** The PARTIES 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.
- 11.8** You agree that any notices THE LAKESIDE sends to you, the CLIENT, may be sent via email unless otherwise prescribed by law.
- 11.9** 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.
- 11.10** 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:**

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

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

### CLIENT:

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

Spouse 1 - Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Spouse 2 - Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Number: \_\_\_\_\_

### THE LAKESIDE:

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

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

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