



TERMS AND CONDITIONS

CONDITIONS PERTAINING TO VENUE HIRE (WEDDINGS OR SPECIAL EVENTS)

CHARGES, DEPOSITS AND CANCELLATION CONDITIONS

- The rates are subject to change without notice.
- The rates are ZAR (South African Rand)
- The Clients ("function holder's") reservation will be effected upon receiving a signed copy of these Terms and Conditions, a completed Reservation Form and the payment of the deposit.
- All prices quoted are inclusive of VAT at 14%.
- The final number of guests must be sent to us a full week before your function for catering purposes. Please note that this number may not decrease. You can however increase the number of guests by letting us know no later than 24 hours before your function.
- The venue is only available on the day the venue has been reserved for as specified in the reservation and hire form. Should you, or your representative, require prior entry for setup, additional charges may be applicable.
- Cancellations will only be accepted by email to suzaan@boesmanlandfarmkitchen.com
- No verbal cancellations can be accepted.
- Please note that our co-ordinator will endeavour to be present during your function. However, should this not be possible we will have a responsible person in charge and available to you.
- Venue hire for Sundays and Public Holidays will carry a surcharge of R.....

DEPOSIT REQUIRED

- A deposit, **of R4,000** is required to secure your provisional booking.
- We will hold the provisional booking for **fourteen (14) days**, until a signed copy of this Agreement is received along with the Reservation Form.
- Provisional bookings will be released without notification, should you fail to make payment of the deposit and provide BOESMANLAND PLAASKOMBUIS with the necessary documentation as stated above, the cancellation policy will be binding.
- A 50% deposit payable three (3) months prior to the event.
- Balance hire charges is payable **one (1) week prior** to the event failing which the function will be cancelled, the initial deposit will be forfeited.

CANCELLATION POLICY

The following cancellation fee will be charged by BOESMANLAND PLAASKOMBUIS to the Client, in the event of cancellation of any advance reservation or booking.

Cont.....2/

Initial.....



Cont...../1....Cancellation Policy

- **30 Days** prior to event a **15% cancellation fee** will be levied on the full value of the quotation
- **21 Days** prior to event a **25% cancellation fee** will be levied on the full value of the quotation
- **14 Days** prior to event a **50% cancellation fee** will be levied on the full value of the quotation
- **7 Days** prior to event a **75% cancellation fee** will be levied on the full value of the quotation
- **6 Days or less** prior to event a **100% cancellation fee** will be levied on the full value of the quotation.

THE PREMISES

1. The premises shall at all times be under the control of Boesmanland Plaaskombuis owners who reserves the right to impose any terms and conditions in addition to those contained herein, as they may deem necessary, in order to ensure the rights of other visitors to Boesmanland Plaaskombuis.
2. Should you choose a smaller function the premises are not fully private. We will however, ensure that you have your own "Private" buffet station, bar, toilets etc.
3. There are limitations to amplified music. All music both amplified and unamplified must be restricted to the inside of the Restaurant premises. Under no circumstances may PA speakers be directed to or placed on the outside of the building (unless by prior arrangement with Boesmanland Plaaskombuis Management). All music must be turned down by 23h00 and must be kept at an acceptable volume that does not cause disruption or disturbance to the surrounding/neighbouring area.
4. Boesmanland Plaaskombuis will not be held responsible for any reason whatsoever for the non-functioning of any equipment brought on to the premises by the function holder.
5. Boesmanland Plaaskombuis and/or its staff will under no circumstances be liable for the loss, damage and/or theft of any property of the guests attending the function.
6. All functions should end by midnight (24h00) unless arrangements have been made by no later than 23h30 with the manager on duty, please note that there is a fee of R500 per hour after 24h00.

PUBLICITY

Boesmanland Plaaskombuis reserves the right to photograph or film the event for its own use.

INDEMNITY

1. The function holder indemnifies Boesmanland Plaaskombuis for any claims for damages, injury or loss by any person(s), including its guests, arising out of the function held at the premises.
2. The client will be responsible for the safe keeping of, or damage caused to Boesmanland Plaaskombuis by their attendees.
3. If your décor is left on the premises for more than two days after your function a storage fee will apply. We will only retain your property for a maximum of 1 week it will then be sold to cover costs incurred.

Cont.....3/

Initial



Cont...../2....Indemnity

YOU HEREBY AGREE, AS A CONDITION OF YOUR OCCUPATION OF The Premises THAT BOESMANLAND PLAASKOMBUIS AND THE OWNER, MANAGER OF THE PREMISES AND THEIR AFFILIATES AND RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVE (COLLECTIVELY "BOESMANLAND PLAASKOMBUIS") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACCIDENT OR ANY INJURY OR DEATH OF ANY PERSON OR THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM FIRE, THEFT OR ANY OTHER CAUSE WHATSOEVER AND BY WHOMSOEVER CAUSED OR ARISING FROM THE NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS OF BOESMANLAND PLAASKOMBUIS. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS BOESMANLAND PLAASKOMBUIS IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

BREACH

1. The terms and conditions of this agreement are all deemed to be material and should the function holder be in breach of any of these terms and conditions, BOESMANLAND PLAASKOMBUIS will be entitled to :-
 - Cancel the function forthwith;
 - Claim the full hire charges and retain the deposit;
 - Claim any damages it may have suffered as a result of the breach.
2. The interest payable to BOESMANLAND PLAASKOMBUIS for any money outstanding will be calculated at the prime overdraft rate.

SEVERABILITY

If any particular provision and/or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be in full force and effect. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

COUNTERPARTS

This Agreement may be interred into any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Cont.....4/

Initial



Cont...../3....

WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein.

NO VERIATION

No variation of, or addition to or agreed cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

On acceptance of the above please sign and email to suzaan@boesmanlandfarmkitchen.com

A pro-forma invoice for the R4,000 reservation deposit will be supplied. Our personal attention will be offered at all times and we look forward to hosting your event at Boesmanland Plaaskombuis.

SIGNED AT _____ ON _____ DAY OF _____ 20__

DATE OF FUNCTION

FUNCTION HOLDER / CLIENT(S) SIGNATURE(S)

FUNCTION HOLDER NAME (PRINTED)

FUNCTION HOLDER NAME (PRINTED)

FUNCTION HOLDER CONTACT NUMBER

FUNCTION HOLDER CONTACT NUMBER

WITNESSES:

1. _____

2. _____