

**THIS AGREEMENT IS BETWEEN:**

THABA ECO HOTEL CC (referred to as 'THABA ECO HOTEL' or 'The Hotel')

and 'The Client' Registered Company Name:

_____ Registration No. _____

Date of Event: _____ **or Multiple Dates Start Period:** _____ **Multiple Dates End Period:** _____

All reservations for conferences are booked upon and subject to the rules and regulations of **THABA ECO HOTEL** and the following terms:

1. CONFERENCE RATES AS PER PRO FORMA INVOICE

PACKAGES	PLEASE SELECT	PLEASE SIGN
FULL DAY CONFERENCE WITH LUNCH		
HALF DAY CONFERENCE WITH BREAKFAST OR LUNCH		
HALF DAY CONFERENCE WITHOUT LUNCH		

The Client will have access to their conference venue from 06:30 where coffee and tea will be served. Should a function continue for longer than the time specified, an additional charge will be levied. Kindly discuss this with **The Hotel** beforehand.

2. 24 - HOUR PACKAGES AS PER PRO FORMA INVOICE

STANDARD PACKAGE	SINGLE	SHARING	QTY	PLEASE SIGN
Dinner, Bed and Breakfast (including full day conference)				

All rates quoted are valid for a period of seven (7) days and are subject to change without prior notice.

All prices quoted include 15%VAT. Provisional reservations not confirmed within 48 hours will automatically be released.

3. HOTEL ACCOMMODATION

The Hotel will consider requests for special rates for group bookings.

Our room types include:

- 12 Deluxe Rooms
- 36 Luxury Rooms
- 4 VIP Suites

Breakfast service is from 07:30 until 11:00. **The Client** is required to liaise with **The Hotel's Conference Coordinator** in writing should they require an earlier breakfast or a group booking. A la Carte or buffet breakfast is based on number of guests in-house, neither can be guaranteed beforehand.

The Hotel does not guarantee an allocation of any specific room numbers.

Check in time is from 14:00 and check out time by 10:00 latest. Any changes to standard check-in or check-out times need approval in writing by **The Hotel's General Manager**, at an additional cost of R180 per hour per room.

3.1 HOTEL ACCOMMODATION PAYMENT TERMS

The Hotel accommodation quotations are only valid for seven (7) days from date of issue, whereafter such provisional bookings will release automatically. Room bookings are only 'confirmed' once **The Hotel** receives the deposit, and **The Client** is sent a 'Confirmation Letter' in return.

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

PAYMENT SCHEDULE FOR HOTEL ACCOMMODATION		PLEASE SIGN
When making reservation	50% deposit of room rate	
30 days before check-in	50% balance of room rate	
Day of event	R1 000 for incidentals/extras per room – refundable if not used	

In the event of non-payment of the Hotel accommodation fees/instalments within the specified time, **The Hotel** shall be entitled to cancel the provisional booking without further notice or liability to **The Client**.

3.2 HOTEL ACCOMMODATION CANCELLATIONS

The following will apply when cancelling:

REIMBURSEMENT SCHEDULE FOR HOTEL ACCOMMODATION		PLEASE SIGN
More than 60 days' notice	100% refund of payment made	
30 – 60 days' notice	75% refund, 25% charge of the total accommodation invoice	
Less than 30 days' notice	50% refund, 50% charge of the total accommodation invoice	
Less than 21 days' or no show	100% charge of the total accommodation, no refund	

All cancellations must be in writing and e-mailed to reservations@thabahotel.co.za. Please note that **The Hotel** only pay reimbursements using EFT on the 15th of each month.

3.3 HOTEL ACCOMMODATION GENERAL

- A maximum of two adults sharing a room.
- Rooms are charged on a bed and breakfast rate basis.
- **The Hotel** reserves the right to amend the rates quoted depending on availability and ruling Government 15% VAT changes.
- **The Hotel** requires confirmation of all reservations in writing with full details, a copy of ID of guest booking and billing instructions.
- Right of admission is reserved.
- It is necessary for Non-SA residents to provide passport numbers and copies of passports when booking to ensure legal compliance with the South African Immigration Act of 2004.

4. STAFF CHARGES

The Hotel's service-orientated staff will attend to their guest's every need to ensure that **The Client** and their guests truly relax and enjoy their special event. Please note that staff charges are subject to change. Staff allocation is not negotiable, as **The Hotel** will not compromise on service excellence.

One Waitron for every ten guests

One Bartender for every fifty guests

A 9-hour shift per staff member made up as follows: 30 minutes to set-up for the 8-hour event
An 8-hour event
30 minutes to clean-up after the event

It is **The Client's** responsibility to pay for additional staff at the rates shown on the **Conference Rate Card**.

5. CATERING

Standard Chef's Choice menu is served during Full and Half Day Conference's at no additional charge.

Our menus are flexible to accommodate your personal requirements. Also take note that no additional food will be allowed to be brought onto the premises unless written permission is granted by Management three weeks prior to event.

A plated menu option is available on request and is costed individually according to menu selection.

OUTSIDE CATERING

All catering will be done in-house. Should there be any special catering requirements such as Kosher or Halaal food, **The Hotel** will outsource meals at an extra charge. No discount will be given on packages; billing will be done on the number of guests booked. In order to accommodate Kosher or Halaal dietary requirements, **The Hotel** has approved caterers to assist with menus. Please note that only **The Hotel** approved caterers may be used for this purpose. **The Hotel** does not permit **The Client** to bring any additional food onto the premises without written permission from **The Hotel's General Manager**, 30 days before the event.

Menu options include a specific food allocation as per the applicable menu. There will be additional charges for any additional food items ordered.

A plated menu option is available on request and charged individually according to menu selection. **The Client** is liable to pay for any additions.

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

6. BAR SERVICE

The bars at **The Hotel** are fully licensed and require **The Client** to give a written brief regarding their bar requirements for their specific event. **The Hotel** offers the following bar services:

PREPAID LIMIT BAR	FULL BAR	The Client to pre-pay for <u>all</u> drinks consumed during the event.
PREPAID LIMIT BAR	SELECTED BAR	<p>The Client to pay for <u>selected</u> drinks consumed during the event.</p> <p>Certain categories of drinks may be excluded (e.g. spirits or shooters) but not certain brands.</p> <p>The Client is required to pay the prepaid portion <u>before</u> the event.</p> <p>Should The Client wish to increase the limit during the event, The Hotel requires full payment for the additional increased amount upfront using Debit or Credit Card, Zapper or SnapScan. No cash or cheques payments will be accepted.</p> <p>The Client may request that guests pay for their drinks once the set limit is reached.</p>
OWN ACCOUNT BAR		Guests to pay for their drinks via Debit or Credit Card, Zapper or SnapScan.

Should **The Client** choose for their guests to pay for their drinks, any outstanding amounts not paid by guests will be transferred to **The Client's** account. Should the outstanding amount be recouped, **The Client** will be refunded by **The Hotel**.

Please note that your 'Bar Tab' will for the first part of the function escalate rapidly as your guests order their first or second round of drinks. Should you wish to, an external 'Bar Auditor' can be hired in at an additional cost to you **The Client**.

It is **The Client's** responsibility to inform their guests that **The Hotel** is a cashless environment and that the methods of payment mentioned above apply.

A drinks and wine menus are available on **The Hotel** website www.thabahotel.co.za or when requested by **The Client**.

NO CORKAGE WILL BE ALLOWED

Any special requirements regarding bar facilities must be in writing and approved by **The Hotel's General Manager**. All requests for special beverage orders must be approved in full 30 days before the event. **The Hotel** requires full payment upfront for special and approved orders. All orders must be placed in case lots. Prices are subject to availability and may change without prior notice.

Alcohol brought onto the premises without written permission from **The Hotel's General Manager** will be confiscated, as this is prohibited and contravenes our licence permissions. Neither **The Client** nor any guests may remove alcohol nor consume alcohol outside the venue or in the parking areas. Guests found drinking in the parking areas will be required to leave the property immediately. Immediate payment of the R6000 penalty is required or deducted from the holding deposit if **The Client** or guests are found drinking outside the venue. The responsibility lies with **The Client** to inform their guests not to drink outside the venue.

OPERATING LICENSE

The Hotel, reserve the right to fully protect its operating license and will decline to continue service to any guest whose behaviour is considered inappropriate by any overindulgence in drinking.

The Hotel will not serve or allow any person to purchase alcohol for any person under the legal drinking age of eighteen. No alcohol will be served after 02:00 AM.

7. FURNITURE AND EQUIPMENT

Each venue has its unique look and feel and includes standard furniture and equipment. Venue hire includes the following:

- Use of the selected function hall
- Use of standard furniture and equipment
- Use of standard cutlery, crockery and glassware
- Use of standard napery, chair covers and table numbers
- Parking facilities
- Please refer to package breakdown for additional items included.

ADDITIONAL ITEMS FOR HIRE

The Client must ensure in advance that **The Hotel's** standard furniture and equipment is satisfactory. **The Client** must supply or hire at **The Client's** cost any other additional items required.

DÉCOR AND PROPS

The Client should arrange for delivery of their décor and props to **The Hotel** on the day of their event and remove such items from the venue at the end of the event. **The Hotel** will store décor and props not collected within 7 days after the event, at a cost to **The Client**, depending on the size of the item/s. **The Hotel** is entitled to sell items to cover storage costs or donate goods to charity.

Please note that **The Hotel** will not be liable for any damage to or loss of any hired or stored items.

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

8. SET-UP AND CUT-OFF TIMES

The Client must confirm in writing the set-up time with **The Hotel's Conference Coordinator**. Due to the demand for the venues, **The Hotel** can unfortunately not allow any set-up to commence the day before the reserved date. The applicable venue hire charges apply should **The Client** wish to reserve the day before the event for set-up. Cut-off time is eight hours from the start time of event or 00:00 whichever comes first.

9. CONFERENCE EVENT OVERTIME RATES.

Venue hire entitles **The Client** to a maximum of eight hours for the duration of the event and is measured from the time that the venue is booked. This does not include the time needed for setup. Overtime rates will apply should any event continue past the eight hours, irrespective of the actual time that the event commenced.

No loud music shall be allowed after 00:00 and no music allowed after 02:00. Cleaning of the venue will commence at 02:00 regardless of guests still being present. Should guests remain in the venue after 02:00, a fee of R7 000 per hour or part thereof will be charged to **The Client** regardless whether a full hour was used or not.

Extended time to 04:00 only applies when all 52 hotel rooms are booked and paid for, however, additional venue hire and staff charges are still applicable.

Rates exclude staff charges. Staff will be billed for at the rates shown on the **Conference Rate Card** per staff member per hour or part thereof going into overtime. **The Client** may arrange this on the day of the conference and this fee must be paid upfront.

10. CONFERENCE EVENT AND VENUE PAYMENT TERMS

The Hotel Conference Event and Venue quotation is only valid for seven (7) days from date of issue, whereafter such quotation will expire automatically.

Should **The Client** wish to proceed with the booking process, **The Hotel** will furnish a Pro Forma invoice. **The Hotel** requires a copy of **The Company** representative, with authority to sign ID or passport, signed Agreement and proof of payment. Once the payment has cleared in **The Hotels'** bank account and **The Hotel's Conference Coordinator** has checked that all documentation is correct, **The Hotel** will send to **The Client** the 'Letter of Acceptance' as confirmation.

PAYMENT SCHEDULE FOR CONFERENCE EVENT AND VENUE		PLEASE SIGN
61 or more days before event	25% of total amount on 'Pro Forma Invoice'.	
31 - 60 Days before event	50% of total amount on 'Pro Forma Invoice'.	
30 Days before event	25% of total amount on 'Pro Forma Invoice'.	
Day of event	Additions and overtime.	

In the event of non-payment of these fees within the specified time, **The Hotel** shall be entitled to cancel this agreement due to non-compliance, without further notice or liability to **The Client**. All monies paid are non-refundable.

Interest will be charged at ruling bank prime overdraft rate +2% on any late payments as per payment schedule. No event will take place without full payment to **The Hotel**, 30 days in advance. Should any additional guests arrive on the day of the event, **The Client** will be informed and will be liable to pay the full amount due on the day of the event, in which case **The Hotel** will not be liable if the food and table settings are not sufficient. No cheques or cash payments will be accepted.

11. CONFERENCE EVENT AND VENUE CANCELLATIONS

The following will apply when cancelling:

CANCELLATION SCHEDULE FOR CONFERENCE EVENT AND VENUE		PLEASE SIGN
More that 91 days	100% refund.	
61 to 90 days' notice	25% charge of the total Conference Event Invoice, difference refundable.	
21 to 60 days' notice	50% charge of the total Conference Event Invoice, difference refundable.	
Less than 20 days' notice	100% charge of the total Conference Event Invoice, no refund.	

All cancellations must be in writing and e-mailed to the relevant **The Hotel's Conference Coordinator** with a copy to conferences@thabahotel.co.za. **The Client** must ensure that they receive confirmation of receipt of their e-mail of cancellation from **The Hotel**.

A deduction of R4 000 for the administration fee applies to all cancellations, regardless of the notification period.

Please note that **The Hotel** only pay reimbursements using EFT on the 15th of each month.

12. PAYMENT METHODS

Please take note that **THABA ECO HOTEL** is a cashless environment.

In an ongoing endeavour to ensure that all **The Hotel** guests and staff enjoy themselves in a safe and secure environment, **The Hotel** has become a cashless environment. To ensure that this security measure does not cause any inconvenience, please take note of the following: Only payment by Debit or Credit Card, Zapper, SnapScan and EFT is acceptable for all transactions.

Should **The Client** wish to make a deposit or final payment in cash, they must deposit the funds at any Standard Bank branch and e-mail proof of payment to **The Hotel's Conference Coordinator**. Under no circumstances will **The Hotel** accept any cash payment for a deposit or final payment. **The Hotel** will

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

accept the payment as valid once **The Hotel** receives **The Client's** faxed or emailed proof of payment and this payment reflects on the **The Hotel** bank statement.

Banking details:	Account Name	THABA ECO HOTEL
	Bank	Standard Bank
	Branch	The Glen
	Branch Code	006005
	Account Number	002859572
	Reference	YOUR BLOCK ID (Located on Pro Forma Invoice)
	Swift Code	SBZAZAJJ (International Clients)

All forms of credit card and pin-based bank cards are accepted by **The Hotel** to ensure that guests using the facilities comply with our cashless environment. **The Hotel** have acquired several additional swipe machines to secure transactions at the guest's tables.

13. POSTPONEMENTS OR DATE CHANGE

In the unlikely event of an emergency situation out of **The Client's** control, **The Hotel's General Manager**, will consider a date change. As with a cancellation, an administration fee of R4 000 applies, and the balance allocated to **The Client's** new booking. Both parties are required to sign the new Thaba Agreement and a 'Letter of Acceptance' will be sent to confirm the new date. In the unlikely event that **The Clients** requires to postpone for a second time, a surcharge of 50% of the total invoiced amount of the postponed event will be charged over and above the full cost for the final event. (Any date change is subject to availability and at **The Hotel** General Managers discretion.)

14. ITINERARY

The itinerary is necessary to ensure that **THABA ECO HOTEL** meets **The Clients'** expectations. **The Client** will be required to sign the itinerary document and ensure that any changes are in writing.

The purpose of an itinerary is to confirm:

- Detailed programme of the conference, meal times etc.
- Final menu and bar requirements selected by **The Client**
- Confirmation of final number of guests
- Set-up of the venue

The success of any function at **THABA ECO HOTEL** is largely due to the detailed planning arrangements in which punctuality plays a major part. Should there be last-minute changes to the itinerary caused by **The Client** that results in additional costs to **THABA ECO HOTEL**, the costs will be passed on to **The Client** for reimbursement.

15. GENERAL

- **The Hotel** does not permit changes to any venues - this includes glue, nails, tacks, and hooks in the wall, roof, curtains, wooden frames, and furniture. Clients will be liable to pay for costs of damages.
- Only freestanding draping will be allowed. No draping may be attached to chandeliers, walls, ceilings or curtains.
- **The Client** may not use pins or staples on the chair covers, and **The Client** will be liable to pay for costs of damages.
- Guests must remain silent in parking areas and driveways to ensure the comfort of all guests of **The Hotel**. Clients and their guests may not hoot, nor play loud music on the property.
- A sound check is required before each event commences to ensure the comfort of all guests to **The Hotel**.
- Any changes made to this Agreement by **The Client** without the written consent of **The Hotel's General Manager**, is fraud.
- All **The Hotel's** venues are 'non-smoking' and guests may only smoke in the designated areas.
- All back-of-house areas are out of bounds to **The Client**, guests and event organisers.
- Right of admission is reserved.

BUILDING & FIRE CODE REQUIREMENTS

The Client and their vendors, suppliers and service providers must comply with the safety and fire code and all applicable flame-proofing regulations and on demand supply **The Hotel** with the relevant certificate/s. **The Client** must ensure exit signage is always visible and accessible.

16. RISK / LOSS DAMAGES

The Hotel is not liable for interruptions of services (*water, electricity, sanitary and gas*) as well as labour unrest and strikes. Should the main power supply be lost, two generators are on site and should supply power at **The Hotel**.

The Hotel will invoice **The Client** and payment is required within three days of notice for any damages to the property, buildings, furniture, fittings, décor or napery and surroundings gardens damaged by **The Client**, their guests, vendors, suppliers and service providers, during set-up, the event or break-down.

17. RIGHT TO INSPECT AND NOT LIABLE FOR PERSONAL PROPERTY

While **The Hotel** takes every precaution to ensure the safeguarding of **The Client's** belongings including décor, props, gifts and other valuables, **The Hotel** will not be liable for loss or damages to any property whatsoever. Please read the disclaimer below. **The Hotel** strongly advises that **The Client** removes their belongings directly after the event.

18. FORCE MAJEURE

If for any reason whatsoever beyond its control **The Hotel** is unable to perform its obligations under this Agreement, such non-performance is excused, and it shall not be liable for consequential damage of any nature. Reasons are not limited to strikes, labour disputes, accidents, and acts of war, acts of God, fire, flood or any other emergency condition.

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

19. SECURITY GUARDS

Should **The Client** require additional security, this is available at an extra charge. This should be liaised with **The Hotel** and indicated in writing to **The Hotel Security Manager** and **General Manager**.

20. NUISANCE CLAUSE

Guests are prohibited from doing or permitting any action that might cause a nuisance to the landlord, guests or neighbours.

21. RESPONSIBILITY

The Client is responsible for the orderly conduct of guests attending the conference and will not allow any action that may cause a nuisance or noise to either **The Hotel** or its other guests. **The Client** will comply with any reasonable requests of **The Hotel's General Manager**, and with all rules and regulations as issued by **The Hotel**. Any damages to **The Hotel's** property by **The Clients** or their guests will be for **The Client's** account and is **The Clients** responsibility.

22. CONFERENCE DETAILS ITINERARY

Contact Person on the Day	
Arrival Time	
Start	
Tea / Coffee Break	
Lunch Time	
Afternoon Break	
Departure	

OTHER REQUIREMENTS:

23. INVOICE DETAILS

Company Registered Name	
Company Trading Name	
Company Postal Address	
Company Physical Address	
Contact Person	
VAT Number	
Order Number Required on TAX Invoice	
Person Responsible for Account	
Company Bank Details	
Account Holder	
Bank	
Branch	
Account Number	

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

27. WARRANTIES BY THE CLIENT

Upon signature of this Agreement, **The Client** warrants that it can pay the full amount due 30 days before the event, for the Conference and hotel accommodation as stipulated in the Payment Terms.

The Client further warrants that:

- There are no unpaid civil judgements granted against **The Client**, and
- **The Client** has not had any other adverse credit information recorded against it at any credit bureau in the last three years.

The following shall apply should it transpire that there was or is adverse credit information against **The Client's** name at any stage in the three years before signing this agreement;

The Hotel will be entitled to cancel this agreement immediately if **The Client** is in breach of agreement and **The Hotel** will retain any money **The Client** may have paid to it. **The Client** automatically waives its right to claim that the credit granted to it regarding this quotation or any other agreement with **The Hotel**, was reckless.

DISCLAIMER

Use of **The Hotel** premises and its facilities are entirely at **The Client's** risk. **The Hotel** nor any of its owners, subsidiaries, employees, agents, managers, lessors, trustees, members, and directors are liable for

1. Any form of physical injury or death to any person/s
2. Any loss or damage to any property caused by theft, fire, wildlife, or any other causes whatsoever, resulting from, or in connection with the use of these facilities.

THE CLIENT:

ON BEHALF OF THE COMPANY CFO / FINANCIAL DIRECTOR / ACCOUNTS MANAGER	
Full Name and Surname	
ID Number	
Company Name	
Company Registration Number	
Physical Address	
Cell Number	
Landline Number	

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____

Written confirmation from The Hotel's General Manager, must be on record for any variations of this agreement or any special requirements.

AUTHORITY TO SIGN

If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing the agreement represents and warrants to **THABA ECO HOTEL** that he/she has full authority to sign such contract. In the event he/she is not authorised to do so, he/she will personally be liable for the faithful performance of this Agreement.

The Client confirms that the Agreement has been read and understood along with the Disclaimer. **The Client** agrees to the terms and conditions as set out in the **THABA ECO HOTEL** Agreement document. **The Client** bind himself/herself in their personal capacity as surety for all monies owing and arising from this agreement. **The Client** also takes full responsibility for all of **The Client's** guests attending the event, as well as their actions. **The Client** further confirms that **The Hotel** staff explained that **The Client** is entitled to have this document translated into a language of choice and that this will be at **The Client's** cost.

The Client undertakes to pay any costs, including legal fees, tracing fees and collection costs that **The Hotel** may incur in its recovery of any outstanding amount due by them.

The Client undertakes and bind themselves to pay, in respect of any amount not paid by the due date, interest compounded monthly at the maximum rate permissible by law.

The Client / Business Name

Date/s of Event

CFO / Financial Director / Accounts Manager (Name/s and Signature/s)

Date

Witness - Name and Signature

Date

The Hotel Conference Coordinator - Name and Signature

Date

The Hotel Sales Manager - Name and Signature

Date

The Hotel's Conference Coordinator to initial: _____

The Client to initial: _____