



A Place
TO CELEBRATE



WEDDING AGREEMENT 2021

THIS AGREEMENT IS BETWEEN:

THABA ECO HOTEL (PTY) Ltd. (referred to as 'THABA ECO HOTEL' or 'The Hotel')

and ('The Groom' or 'The Client')

_____ ID No. _____

and ('The Bride' or 'The Client')

_____ ID No. _____

Date of Event: _____

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

1. WEDDING VENUES AND VENUE HIRE RATES AS PER PRO FORMA INVOICE

	PLEASE SELECT	PLEASE SIGN
TSWANA HALL (50 - 100 Guests)		
LOBOLA HALL (100 – 450 Guests)		

All prices are fixed once booking is confirmed.

- 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.
- Venue Hire entitles **The Client** to 8-hour use of the reception venue, including 1-hour church ceremony time.

2. CHURCH

The Hotel has three church service times that clients need to adhere to strictly. **The Client** is required to indicate which time would be best suited to their needs. **The Hotel's Wedding Coordinator** will confirm availability on a first come, first serve basis. Because the time that each church service commences has an impact on other guests, these times once booked, cannot be changed or exceeded.

The Client acknowledges that, should the church service not start within 15 minutes of the time booked, **The Client** will forfeit the use of the church.

THABA CHURCH TIME SLOTS	PLEASE SELECT	PLEASE SIGN
11:00 till 12:00		
14:00 till 15:00		
16:00 till 17:00		

3. 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 and one Runner for every twenty 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 **Wedding Rate Card**.

Please refrain from entrusting service staff with gifts and valuables, these should be looked after and handled by **The Client** or a nominated guest only

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

4. CATERING

Food is one of the most important aspects of a wedding day. The **Hotel's** team of experienced chefs will see to it that every meal is delectable. Menus are flexible to accommodate **The Client's** personal requirements. **The Client** must confirm the menu selection, the final number of guests, and make payment in full 30 days before the event. Please note that menu prices are subject to change. Also, take note that **The Hotel** does not permit **The Client** to bring any additional food onto the premises without written permission from **The Hotel's Senior Operations Manager** 30 days before the event.

For children under the age of twelve years a delicious children's menu is available and charged accordingly.

Should guest numbers increase on the day of **The Client's** event, additional payment is required immediately. Should numbers decrease, billing is according to numbers given during final appointment.

The Client's suppliers will be seated in the reception venue, and a supplier menu option is available.

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 Senior Operations 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.

5. 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	CASH 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.

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

6. FURNITURE AND EQUIPMENT

It is an express condition of this agreement that **The Client** may not remove the wooden cross in the church.

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.

7. SET-UP AND CUT-OFF TIMES

The Client must confirm in writing the set-up time with **The Hotel's Wedding 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.

8. WEDDING 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 at the rates shown on the **Wedding Rate Card** 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 **Wedding Rate Card** per staff member per hour or part thereof going into overtime. **The Client** may arrange this on the night of the wedding and this fee must be paid upfront.

9. WEDDING EVENT AND VENUE PAYMENT TERMS

The Hotel Wedding Events and Venue quotation are 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 Groom and the Bride's ID or passport, signed Agreement and proof of payment. Once the payment has cleared in **The Hotels'** bank account and **The Hotel's Wedding Coordinator** has checked that all documentation is correct, **The Hotel** will send to **The Client** the '*Letter of Acceptance*' as confirmation.

PAYMENT SCHEDULE FOR WEDDING EVENT AND WEDDING VENUE		PLEASE SIGN
Upon booking	25% of total amount on ' <i>Pro Forma Invoice</i> ' is required as deposit to secure venue and date. Include THABA reference number on proof of payment, ID copy and signed Thaba Agreement.	
90 Days before event	25% of total amount on ' <i>Pro Forma Invoice</i> '.	
60 Days before event	25% of total amount on ' <i>Pro Forma Invoice</i> '.	
30 Days before event	Breakage deposit and outstanding 25% of total amount on ' <i>Pro Forma Invoice</i> '.	
Day of wedding	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.

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

10. WEDDING EVENT AND VENUE CANCELLATIONS

The following will apply when cancelling:

CANCELLATION SCHEDULE FOR WEDDING EVENT AND WEDDING VENUE		PLEASE SIGN
More than 120 days	100% refund.	
91 to 120 days' notice	Full <i>Wedding Venue Hire</i> and 25% charge of the total Wedding Invoice, difference refundable.	
61 to 90 days' notice	Full <i>Wedding Venue Hire</i> and 50% charge of the total Wedding Invoice, difference refundable.	
31 to 60 days' notice	Full <i>Wedding Venue Hire</i> and 75% charge of the total Wedding Invoice, difference refundable.	
Less than 30 days' notice	Full deposit and 100% charge of the total Wedding Invoice, no refund.	

All cancellations must be in writing and e-mailed to the relevant **The Hotel's Wedding Coordinator** with a copy to weddings@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 via EFT.

11. 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 Wedding Coordinator**. Under no circumstances will **The Hotel** accept any cash payment for a deposit or final payment. **The Hotel** will 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.

12. POSTPONEMENTS OR DATE CHANGE

In the unlikely event of an emergency situation out of **The Client's** control, **The Hotel's Senior Operations 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.)

13. WEDDING ARRANGEMENTS FINAL APPOINTMENT

The final appointment is necessary to ensure that **The Hotel** meets **The Clients'** expectations. **The Hotel's Wedding Coordinator** will contact **The Client** to schedule the meeting 30 days before the event. **The Client** will be required to sign the Final Appointment document and ensure that any changes are in writing.

Details submitted on the **Final Appointment** document will overrule or take precedence over any verbal discussions or arrangements.

The purpose of a final appointment is to confirm:

- Detailed programme of event
- Final menu and bar requirements selected by **The Client**
- Confirmation of final number of guests
- Set-up of the venue
- Payment is required at this meeting for any additions and extras (*see payment schedule*)

The final appointment document must be completed for preparation for the meeting, **The Client** must complete and submit this document prior or at the meeting.

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

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

14. GENERAL

- **The Hotel** does not allow cultural, traditional, and religious activities in any venue without the prior written consent from **The Hotel's General Manager** - this includes fires, burning of alcohol and breaking plates, etc.
- Candles should be wide enough to prevent wax damaging any linen or furniture and removal of wax will be at **The Client's** expense.
- **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.
- **The Hotel** welcomes the use of fresh flower petals or potpourri, plastic confetti however is not allowed.
- 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.
- No fireworks or Chinese lanterns permitted at **The Hotel**.
- 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.
- To protect the hearing of guests and children, the level of all sound needs to be such that it cannot damage a child's hearing. A decibel meter is available to measure volume.
- 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 Senior Operations 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.

15. 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.

16. 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.

17. 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.

18. 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**.

19. NUISANCE CLAUSE

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

20. RESPONSIBILITY

The Client is responsible for the orderly conduct of guests attending the wedding 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 Senior Operations 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.

21. MARKETING MATERIAL

The Client gives **The Hotel** permission to use any photos or videos taken on the premises and at their venues for any marketing or advertising purposes.

22. RECOMMENDED SUPPLIERS

While **The Hotel** recommends suppliers based on the quality of work that they have previously done, **The Hotel** does not take responsibility for their service provided.

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

23. INVOICE DETAILS

Person responsible for account	
Contact Number	
Email Address	
Bank Details	
Account holder	
Bank	
Branch	
Account number	

24. 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 wedding 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

The **Thaba Eco Hotel** and **Kraal Restaurant** areas and its facilities are used entirely at your risk and neither **Thaba Eco Hotel** and **Kraal Restaurant**, nor any of its owners, subsidiaries, employees, managers, trustees, members or directors shall be held liable for any form of physical injury or death to any person/s or any loss of or damages of property which may be caused by theft, fire, wildlife, any matter related to Corona (Covid-19) and other infectious diseases or any other causes whatever as a result of or in connection with the use of these facilities.

THE CLIENT:

Full Name and Surname	
ID Number	
Physical Address	
Cell Number	
Landline Number	

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____

Written confirmation from The Hotel's Senior Operations 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 / The Bride - Name/s and Signature/s

Date of Event

The Client / The Groom - Name/s and Signature/s

Date

Witness - Name and Signature

Date

The Hotel Wedding Coordinator - Name and Signature

Date

The Hotel Sales Manager - Name and Signature

Date

The Hotel's Wedding Coordinator to initial: _____

The Client to initial: _____