

THE Countryside

AT THE LAKESIDE

TERMS AND CONDITIONS - WEDDINGS

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 non-refundable venue hire.
- 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** Please note that THE COUNTRYSIDE only accepts functions of a minimum of 20 paying adults. Monday - Wednesday weddings have a minimum of 10 adults. Should the CLIENT'S function be below the minimum requirement, the CLIENT will be responsible for paying in the difference in guest count.
- 1.4** 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** 50% of the all-inclusive package rate based on the estimate number of guests at least 3 months before the function date.
 - 2.1.3** 50% of any additional catering or decor is payable at least 3 months before the function date.
 - 2.1.4** The difference of the all-inclusive package and any additional decor/food at least 1 calendar month before the function date in order to complete full payment.
- 2.2** If a booking is made within 1 calendar month of the function, full payment be required immediately upon invoicing.
- 2.3** THE COUNTRYSIDE 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 COUNTRYSIDE 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 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 **R10000** 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 1 month 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** If any fire equipment / fire prevention equipment is used / tampered with, stolen / lost, or misplaced during the function, the CLIENT will be responsible for the full amount to replace / return it back to its standard.
- 3.6** 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 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** All internal decor will be collected by THE COUNTRYSIDE staff immediately after the function.
- 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.
- 4.5** If external suppliers or items are used, THE COUNTRYSIDE is to be left in the same condition as it was found.

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- 4.6 THE COUNTRYSIDE will not be held liable for any loss or damage to the CLIENTS or their suppliers' items.
- 4.7 THE COUNTRYSIDE does not host individual food tastings, but rather Food Experiences at THE LAKESIDE every 3-4 months at an additional per person rate. Should you not be able to attend a Food Experience, you are welcome to have family or friends attend on your behalf, as THE COUNTRYSIDE will not be able to accommodate individual food tastings if this is missed, or if there are not any scheduled for before your function date.
- 4.8 The on-the-day event timeline is agreed upon by the CLIENT, THE COUNTRYSIDE and the kitchen, and it is therefore the MC's responsibility to coordinate with THE COUNTRYSIDE if the timeline runs late.
- 4.9 THE COUNTRYSIDE will not be held liable for food that is getting cold or overcooked because speeches have not been concluded in time or the timeline has run over time.
- 4.10 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 Guest bar tabs may be opened with car keys or a valid driver's license, and is payable at the end of the function.
- 5.3 **No drinks or alcohol can be brought onto the property.**
- 5.4 Should a guest be caught drinking external alcohol from a car boot, sneaky 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 THE COUNTRYSIDE reserves the right to immediately stop the function.
- 5.5 No glasses or glass bottles are allowed outside of the venue (ie: into the parking area).

6. VENUE RENTING HOURS & MUSIC:

- 6.1 Venue Hire will start from 10h00 on the day of the CLIENT'S function 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 CLIENT's 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 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.
- 6.5 Strictly **no base bins** are allowed at THE COUNTRYSIDE.
- 6.6 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.

7. ACCOMMODATION:

- 7.1 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.
- 7.2 Check in is between 13:00 and 17:00 on the day of the event and check out time is strictly 09:00.
- 7.3 Late checkouts will be penalised at R1000 per room, per hour.
- 7.4 Payment for accommodation will be invoiced separately, directly to the bridal couple.
- 7.5 Check in for the Bridal Suite is 10:00 and the Groom's Suite at 11:00.
- 7.6 We do not have housekeeping during your stay. Please ensure that all valuables are safely stored away. THE COUNTRYSIDE takes no responsibility for any losses or damages.

8. POSTPONEMENT AND CANCELLATION:

- 8.1 THE COUNTRYSIDE 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 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.
- 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 months to the function date, will be subject to a cancellation/postponement fee of R8 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. If, however the venue is re-booked for a similar function, THE COUNTRYSIDE 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 any additional food, decor or florals. If, however the venue is re-booked for a similar function, THE COUNTRYSIDE 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 COUNTRYSIDE 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.

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9. LIMITATION OF LIABILITY:

- 9.1** 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:
- 9.1.1** 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.
 - 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.
 - 9.1.4** In the event of rain and the ceremony being hosted outdoors, THE COUNTRYSIDE does not include a stretch tent. The CLIENT will need to decide one week before their wedding if they require one, to allow for adequate time to order and set it up. Any expenses incurred for the stretch tent will be the responsibility of the CLIENT.
- 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 COUNTRYSIDE for any such loss, damage or injury as stipulated in 9.1.
- 9.3** THE COUNTRYSIDE clearly states that there are no railings along the water's edge.
- 9.4** **Swimming is strictly prohibited at all times.**

10. BREACH:

- 10.1** If the CLIENT is in breach of any provision of this agreement, then 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** 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.
- 11.2** The CLIENT will provide THE COUNTRYSIDE with a complete guest list (names and surnames) of all guests for 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.
- 11.3** The CLIENT must ensure that no emergency exits, safety equipment or signage is covered, obstructed or interfered with in any way.
- 11.4** THE COUNTRYSIDE reserves the Right of Admission.
- 11.5** 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.
- 11.6** The Parties (CLIENT and THE COUNTRYSIDE) 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.
- 11.7** You agree that any notices THE COUNTRYSIDE sends to you may be sent via email unless otherwise prescribed by law.
- 11.8** 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 COUNTRYSIDE.
- 11.9** 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.

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Spouse 2: _____

CLIENT:

Signed at: _____ Date: _____

Spouse 1 - Full Name: _____ Signature: _____

Email Address: _____ Contact Number: _____

Spouse 2 - Full Name: _____ Signature: _____

Email Address: _____ Contact Number: _____