



1. For the purposes of this schedule of conditions, the terms:
  - 1.1 “Accommodation rooms” shall mean all rooms allocated by the Hotel in respect of accommodation;
  - 1.2 “Function room” shall mean the room allocated for the function as detailed on the face of this Agreement;
  - 1.3 “The Agreement” shall mean this Banqueting & Function Agreement of which these Conditions and the Hotel’s standard Conditions of Residence form a part;
  - 1.4 “Rooms” shall mean accommodation room/s and/or function room/s.
2. Unless otherwise specifically stated, all rates quoted in the Agreement are inclusive of Prices are inclusive of 7% municipality fee & 10% service charge & 5% VAT at the prevailing rate.
3. The rates quoted and the terms and conditions of this agreement are confidential. Should the prevailing rate change or another tax or levy be introduced during the duration of the Agreement, the Hotel reserves the right to amend the quoted rates accordingly. In addition, should there be a change in the number of accommodation rooms reserved; the Hotel reserves the right to adjust the rate accordingly.
4. Accommodation rooms will be allocated by the Hotel, in its discretion, subject to availability.
5. Subject to the availability of rooms, guests may check-in from 02h00 PM on the arrival date and must check-out by no later than 12h00 PM on the departure date.
  - 5.2 Failure to check-out by 12h00 PM on the departure date will entitle the Hotel to charge a late check-out charge as indicated under accommodation – check-in and check-out time.
  - 5.3 The Hotel will endeavor to accommodate guests for an earlier check-in time if required but this is dependent on availability of accommodation rooms.
6. The Customer shall accept full liability for all additional charges incurred during the group’s tenure at the Hotel, unless otherwise specified in writing and agreed to by the General Manager of the Hotel. All accounts incurred against this Agreement will be invoiced and all such invoices are due and payable on presentation, unless otherwise agreed to in writing. Any queries in respect of specific invoices shall not affect immediate payment of any other outstanding amount.
7. The Hotel reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage or destruction of rooms or Hotel facilities by fire or other cause.
8. The Hotel reserves the right to release the rooms or venues should the payments not be forthcoming on due dates. Thereafter confirmations will be subject to availability. The Customer hereby agrees that any amounts held by the Hotel as deposits may be set-off by the Hotel against any amounts payable in terms of clauses 6 and 7 above.
9. All deposits received are non-refundable, all events cancelled in 7 and 8 above; the Customer agrees that the deposits received will be kept by HOTEL towards an upcoming event at our property.
10. Neither the Hotel, nor the owners of the Hotel property, the management company, their agents, contractors or employees shall be liable for any loss, damage/s, destruction, injury or death which may be caused to any person (or any minor dependent of such person) or the assets, property or any item of equipment, furniture, stock or the like, brought onto the Hotel premises by the Customer, guests, invitees, employees (or minor dependents of such persons),



howsoever such loss, damage/s, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act or omission on the part of the Hotel or the owners of the Hotel property, the management company, their agents, contractors or employees or otherwise. Notwithstanding the foregoing, the Customer hereby indemnifies and holds harmless the Hotel and the owners of the Hotel property, the management company, and all such persons against any claim that may be made against the Hotel, the owners of the Hotel property, the management company, or any such persons by any third party relating to the provisions of this clause.

11. The Customer acknowledges that the Hotel reserves the right to object to the employment by the Customer or any person in connection with any function and that the right of admission shall be reserved by the Hotel, to be exercised at its sole discretion.
12. No food or beverage may be brought into the accommodation or function rooms by the Customer for consumption on the premises, unless the prior written consent of the Hotel has been obtained.
13. The Customer shall be responsible for any damage caused to the rooms or Hotel facilities, or the furnishings, utensils and equipment therein by any act, default, or neglect of the Customer or the guests, invitees or the employees of the Customer, whether such is the Hotel's property or whether hired specifically by the Hotel for the Customer, and shall pay to the Hotel, on demand, the amount required to make good or remedy such damage.
14. The Hotel reserves the right to change the name and location of the Customer's previously designated function room without prior notice.
15. The provision of standard operating equipment and apparel required by the Customer shall be dependent on availability at no extra charge.
16. The sale of any item is forbidden unless the prior written consent is obtained from the Hotel.
17. In terms of the smoking any Tabaco products - no person may smoke any tobacco product in any public hotel area within a prescribed distance from a window of, ventilation inlet of, doorway to or entrance into a public place, except designated areas for smoking. In order to comply with said act, under no circumstances will smoking be permitted in any of our function venues, restrooms or communal areas.
18. All the information contained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Hotel), is subject to alteration at any time without prior notice and the Hotel will not be bound to comply exactly therewith. The Hotel shall not be liable for any inaccuracies in any websites, brochures or other information supplied by it and the Hotel shall not be liable for any accidents or happenings arising out of such faulty information.
19. The Customer shall not be entitled to:
  - 19.1. Paint, affix or attach any advertising signs, notices or other matter to the walls of the function room without the prior written consent of the Hotel first being had and obtained;  
or
  - 19.2. Drive into the walls, floor, partitions or doors of the function room any screws, nails or the like.
20. The Hotel shall have the right to cancel this contract by written notice to the Customer in the event that the Customer is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.
21. Advices, recommendations or opinions by representatives of the Hotel are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise



- to any claim against the Hotel or such representatives.
22. If any provision of this Agreement is held to be unenforceable by any court of law, such provision shall be severable from this Agreement and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
  23. The Customer shall not be entitled to cede or assign the booking to any third party nor utilize the Hotel's facilities for any other purpose than that stated herein without the Hotel's prior written approval.
  24. This Agreement shall only become binding between the parties upon execution by the Hotel, failing which the Customer shall have no right to claim the existence of an agreement from the Hotel, whether oral or otherwise, or by reason of this Agreement having been executed by the Customer only.
  25. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism, epidemic, pandemic or of any circumstances arising or action taken beyond or outside the reasonable control of the Hotel, preventing it from the performance of any obligation in terms hereof (any such event hereinafter called "force majeure") then the Hotel shall be relieved of its obligations in terms of this agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations herein contained or loss or damage which the Customer may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the Hotel. In such circumstances, every effort will be made by the Hotel to accommodate the booking at another hotel.
  26. This Agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties.
  27. Commissions will be paid on the total amount as set out in the contract. The hotel must be presented with a TAX Invoice once the full amount due to the hotel was settled. Commissions may not be deducted from the total payment due to the hotel.
  28. The Customer hereby agrees that before making payment to the Hotel, it will call the financial controller of the Hotel to verify that the bank account into which it intends making payment is a legitimate bank account of the Hotel.
  29. The Customer acknowledges that cyber criminals may use links, emails and the like that would appear to have been dispatched by the Hotel in order to persuade the Customer to make payment into a fraudulent bank account accessible by such criminals. The Customer undertakes to be diligent and verify with the Hotel the bank account details into which payment is to be made, notwithstanding receipt by it of payment details which appear to emanate from the Hotel and/or its bankers.
  30. The Hotel has a policy not to advise of any change in bank account details by way of ad hoc emails. Accordingly, in the event of the Customer receiving a communication of this nature, it undertakes to verify with the Hotel's financial controller whether this is legitimate and also copy the person responsible for its account and with whom it is accustomed to deal.
  31. The Customer further acknowledges that the Hotel shall not be responsible for any loss or damages suffered as a result of any failure on the part of the Customer to take the necessary precautions and to confirm, as required above, the accuracy of the Hotel's bank account details.