

TERMS AND CONDITIONS

CONDITIONS PERTAINING TO VENUE HIRE (WEDDINGS OR SPECIAL EVENTS)

CHARGES, DEPOSIT 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 & Conditions, a completed Reservation Form and the payment of the deposit.
- All prices quoted are inclusive of VAT at 14%
- 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, or post entry for breakdown, additional charges may be applicable.
- Cancellations will only be accepted by fax to **021 797 7186** or by email to g.kriel@sanbi.org.za or n.titus@sanbi.org.za
- No verbal cancellations can be accepted.
- Venue hire for Sundays and Public Holidays will carry a surcharge of **R1100**.

DEPOSIT REQUIRED

- A deposit, of **R 3, 000** to secure your provisional booking, is required.
- We will hold the booking on a provisional basis for **fourteen (14) days**, until a signed copy of this Agreement is received, along with the deposit (**R3, 000**) and the Reservation Form.
- Provisional bookings will be released without notification, should you fail to make payment of the deposit and provide SANBI with the necessary documentation as contemplated above, within the said fourteen **(14) day period**.
- The full hire charges is payable **fourteen (14) days prior** to the event failing which the function will be cancelled, the **75% cancellation fee** will be levied and the deposit will be set-off against the cancellation fee as a payment towards the cancellation fee.

- An additional refundable breakage deposit of **R2 000** will be added to the quote. This is fully/partly refundable within **14 days** after the wedding event (depending on damages/losses. The deposit will be retained for the following reasons:
 - Damage to the venue or any other areas of the Kirstenbosch Estate
 - Not clearing the venue on time as agreed in writing with the Kirstenbosch co-ordinators ; and
 - Not adhering to the rules as stipulated in this Agreement.
- This deposit will be held by SANBI as security for any damages it may suffer arising from the function.
- Should there be no damages or breach of contract suffered by SANBI, within the sole discretion of the SANBI Management, the deposit will be repayable to the function holder within **seven (7) working days** after the function date.

CANCELLATION POLICY

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

- **30 Days** prior to arrival a **15% cancellation fee** will be levied on the full value of the quotation.
- **21 Days** prior to arrival a **25% cancellation fee** will be levied on the full value of the quotation.
- **14 Days** prior to arrival a **50% cancellation fee** will be levied on the full value of the quotation.
- **7 Days** prior to arrival a **75% cancellation fee** will be levied on the full value of the quotation.
- **24hours** prior to arrival 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 the South African National Biodiversity Institute (SANBI) which reserves the right to impose any terms and conditions in addition to those contained herein, as it may deem necessary, in order to ensure

that the rights of other visitors to Kirstenbosch, the neighbours of Kirstenbosch, and the by-laws governing National Botanical Gardens are respected.

2. The Venue Hire is restricted to the Kirstenbosch Manor Guesthouse unless other arrangements have been made with the management into entry into the main Gardens
3. There are limitations to amplified music. All music both amplified and unamplified must be restricted to the inside of the Manor House .Under no circumstances may PA speakers be directed to or placed on the outside of the building. All music must be turned down by 22h00 and must be kept at an acceptable volume that does not cause disruption or disturbance to the surrounding/neighbouring areas
4. The client's arrangements for music should be discussed with and approved by SANBI Management. Any request by SANBI Management for music volume levels to be reduced must be complied with. If in the opinion of SANBI Management the pre agreed noise levels are exceeded, the full deposit will be retained.
5. The Client and SANBI Management should meet one week prior to the function to discuss procedures for the evening as well as special requests. All role players should be present to be involved in the process.

The following items need to be covered in this meeting:

- Security arrangements
 - Closing times
 - Parking arrangements
 - Other logistics.
6. The function holder must ensure that the premises and audio-visual equipment are returned to SANBI in the same good order and condition in which they were found.
 7. SANBI will not be held responsible for any reason whatsoever for the non-functioning of any equipment brought onto the premises by the function holder.
 8. The function holder will be responsible and liable for any damage or loss caused to SANBI by any of the sub- contractors hired for the function.
 9. SANBI and/or its staff will under no circumstances be liable for the loss, damage and/or theft of any of the sub-contractors' equipment or loss or damage to any property of the guest attending the function.
 10. All functions must end by midnight. Should functions not end by midnight, SANBI reserves the right to retain the deposit.
 11. Maximum numbers will at all times be adhered to. Failure to adhere to maximum numbers will result in the function being cancelled.

12. Final numbers must be confirmed **three (3) days** before your function
13. The function holder must observe the set up and break down time referred to in the reservation and hire form.
14. All refuse must be removed by the function holder immediately after the function or taken to the recycling depot. Unwashed crockery and cutlery must be placed in sealed containers for hygiene purposes.
15. All equipment brought onto the premises by the Client or any of its contractors must be removed from the premises within 24 hours.
16. Please note that setting up the venue remains the Client's responsibility
17. The deposit paid by the function holder will be forfeited should any of these rules not be strictly adhered to by the function holder, its sub-contractors and/or its guests.
18. Host for the evening: Kirstenbosch will have a host present at the Manor House until 24h00. She/he will be available to assist you with any problems that may arise during the evening. The host is paid by SANBI.

PUBLICITY

1. SANBI must approve all publicity and advertising relating to the function
2. SANBI may photograph or film the event for its own use

INDEMNITY

1. The function holder indemnifies SANBI 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 equipment hired on their behalf.

YOU HEREBY AGREE, AS A CONDITION OF YOUR OCCUPATION OF The Premises THAT SANBI AND THE OWNER, MANAGER AND/OR OPERATOR OF THE PREMISES AND THEIR AFFILIATES AND RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "SANBI") 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 SANBI. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS SANBI 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 and/or its sub-contractors be in breach of any of these terms and conditions, SANBI 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 SANBI 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 of 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 entered 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.

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 VARIATION

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 fax back to 021 797 7186 or email to g.kriel@sanbi.org.za or n.titus@sanbi.org.za

A pro-forma invoice for the R3, 000 reservation deposit will be supplied. Our personal attention will be offered at all times and we look forward hosting your event at Kirstenbosch

SIGNED AT _____ ON _____ DAY OF _____ 2013.

_____/_____/_____
DATE OF FUNCTION

FUNCTION HOLDER / CLIENT SIGNATURE

FUNCTION HOLDER / CLIENT NAME (PRINTED)

FUNCTION HOLDER / CLIENT CONTACT NUMBER

WITNESSES

1. _____

2. _____