



## TERMS & CONDITIONS

This agreement is entered into by MEMOIRE WEDDING VENUE and you THE CLIENT, of which the parties' duties and obligations are set out in the following terms and conditions. The CLIENT and MEMOIRE WEDDING VENUE hereby acknowledge have reading, fully understanding and accept the terms and conditions of this agreement and their intention is indicated by their mark made below. This agreement is legally binding and enforceable in terms of South African Law.

### 1. INTERPRETATION

In this Agreement:

- 1.1 unless the context clearly indicates otherwise, words importing natural persons shall include a reference to juristic personae and vice versa; a reference to one gender includes a reference to the other gender; a reference to the singular includes a reference to the plural and vice versa;
- 1.2 Schedules and attachments to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof and expressions defined in this Agreement shall bear the same meanings in such Schedules or attachments;
- 1.3 Any reference to an enactment, statute or regulation is to that enactment, statute or regulation as at the Signature Date or as amended, re-enacted or substituted from time to time;
- 1.4 where the day on or by which anything is to be done is not a Business Day, it shall be done on or by the first Business Day thereafter;
- 1.5 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case, the last day shall be the next Business Day;
- 1.6 the headings appearing in this Agreement are for reference purposes only and shall not affect the interpretation hereof;
- 1.7 the rule of construction that, in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply;
- 1.8 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition's clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.9 where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;

- 1.10 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.11 if any provision requires the consent, approval or agreement of any Party, that Party may not act unreasonably in withholding or delaying any such consent, approval or agreement;

2. the following words and expressions shall have the following meanings assigned to them:

"the/this Agreement"	this document together with all of its annexures, as amended from time to time
"Effective Date"	the Signature Date
"Parties"	collectively MEMOIRE and the CLIENT, and the term "Party" shall refer to any one of them, as may be appropriate in the context
"Annexures"	all annexures attached to this Agreement
"Signature Date"	the date of signature of this Agreement by the Party which signs it last in time
"South Africa"	the Republic of South Africa
"VAT"	Value-Added Tax levied in terms of the VAT Act
"VAT Act"	the Value Added Tax Act, No. 89 of 1991, as amended from time to time.

### 3. CONFIRMATION OF BOOKING:

- 3.1 MEMOIRE will provisionally reserve the date requested for a period of 14 days from receipt of payment of R1 000.00 (One Thousand Rand) holding fee, where after 50 % of the venue fee, needs to be paid on/or the expiry of the 14 days, in order to secure the date.
- 3.2 This contract will come into operation upon receipt of payment of the non-refundable booking fee of 50 % of the venue hire. The aforesaid booking fee will be utilized to secure the various suppliers required for the date of the function.
- 3.3 Should the booking fee not be received and accompanied by a bank certified proof of payment within 14 days from date mentioned in clause 3.1 above, then in that case MEMOIRE, at their own discretion, would be under no obligation to either reserve the date as requested nor perform any other duties, as set out in this contract.
- 3.4 It is the duty of the CLIENT to ensure that a bank certified proof of payment is supplied to MEMOIRE within the 14-day period as mentioned in 3.3 above.
- 3.5 Should the CLIENT pay the booking fee, it will automatically be accepted as the CLIENT's full acknowledgement and acceptance of the terms and conditions as set out in this agreement.
- 3.6 No third party is allowed to change, add on, re-quote, adjust or manipulate in any way, the prices and rates, as well as the terms and conditions of MEMOIRE and/or this agreement.
- 3.7 Please note that MEMOIRE has a minimum guest count of 120 on Fridays and Saturdays (including public holidays and days before public holidays), 100 on Sundays and 80 during a weekday.
- 3.8 Should the CLIENTS's function be below the minimum requirement, the CLIENT will be responsible for the payment of the difference in guests to reach the minimum.
- 3.9 To confirm a booking, a copy of the signed agreement and a bank certified proof of payment must be mailed to - [info@memoire.co.za](mailto:info@memoire.co.za)
- 3.10 MEMOIRE's banking details are as follows:

**Name:** Memoire Wedding and Function Venue Pty (Ltd)  
**Bank:** First National Bank, Clearwater mall.  
**Acc. No:** 62238297841  
**Branch code:** 251141  
**Reference:** Wedding date and names (EG: 010118Bianca&Mark)

#### **4. COSTS AND PAYMENT TERMS:**

- 4.1 All bookings will be confirmed and secured upon receipt of the booking as per clause 3.2 above.
- 4.2 No later than 180 Days/6 months prior to your function, a payment of 50% of the total outstanding amount is payable.
- 4.3 Any additional costs must be paid in full at least 30 days before the function. MEMOIRE will supply an invoice to substantiate same, which needs to be settled 30 prior to the function.
- 4.4 Please ensure to arrange final meetings with our manager to finalize the function procedures, final confirmation of the menu and bar requirements, as well as final guest count prior to the 30 days as per clause 4.3 above.
- 4.5 Children under the age of 12 years will be charged 50% of the agreed adult menu price and children under the age of 6 years will not be charged at all.
- 4.6 Suppliers are part of the guest count, and the CLIENT will be charged accordingly.
- 4.7 Should the CLIENT decide on an open bar, the full limit is payable no later than 14 days prior to the function. No bank cheques will be accepted. Any increments over and above the arrange amount of the bar bill, must be paid for by cash or card prior to drinks being dispensed on the date of the function.
- 4.8 If a booking is made within 90 days of the function date, 50% of the total invoice as well as all required documentation will be required within 48 hours of booking.
- 4.9 MEMOIRE does not accept any cheque payments.
- 4.10 The CLIENT is to advise when making the booking, whether payment will be by way of credit card. A 6% (six) credit card administration charge will be levied.
- 4.11 Payment due dates must be strictly adhered to, to avoid interest charges and/or cancelation of the booking.
- 4.12 MEMOIRE reserves the right to cancel and/or move any bookings without notice and/or liability to the CLIENT, if the CLIENT does not adhere to the payment dates. The CLIENT accepts that MEMOIRE will be indemnified against any losses suffered by the client and/or their guests due to their non-compliance of this agreement.
- 4.13 The final number of guests must be confirmed 30 days (1 calendar month) prior to the date of the function. (see 4.4)
- 4.14 If full payment is not received before the function date, MEMOIRE will not be able to host the function. Please refer to clause 4.12 above.
- 4.15 All prices exclude VAT.

#### **5. WEDDING INSURANCE:**

- 5.1 MEMOIRE may, in its reasonable discretion, require that the CLIENT provide proof of insurance for the

Event, which insurance shall be required to cover, amongst other things, any involuntary cancellation or delay of the Event, liability indemnity in relation to loss or harm suffered by the Customer's guests, any liquidation or insolvency events on the part of the Customer, loss, theft, damage or destruction of hired equipment, and similar related occurrences.

5.2 Notwithstanding anything contained herein, MEMOIRE may refuse to continue with the provision of the services or the securing of the Event Venue or equipment, until the Customer has provided evidence, reasonably acceptable to MEMOIRE, that the Customer has taken out the requisite insurance policy and that such policy is effective and paid up until the Event Date.

5.3 Only one insurance policy needs to be taken out for both Memoire & Language of Flowers.

## **6. POSTPONEMENTS AND CANCELLATION:**

6.1 MEMOIRE reserves the right to cancel this agreement at any time during the planning of this event in the following instance:

6.1.1 A conflict of interest arises between the parties, subject to the discretion of MEMOIRE;

6.1.2 MEMOIRE is unable to perform its duties due to any damage to the venue premises by fire, flooding, riot causing a shortage of labour, strikes that affect the direct safety of the CLIENT or MEMOIRE staff, industrial or political unrest on a mass scale, or any such causes beyond the control of MEMOIRE.

6.2 In the event of the CLIENT postponing and/or changing the original booked function date and MEMOIRE is not available on the new date, the agreement will be cancelled, and the following conditions will apply:

6.2.1 The CLIENT will be liable for all amounts due if not already paid in full.

6.2.2 The CLIENT will be liable for any additional costs incurred for rendered services that exceeded the deposit amount.

6.2.3 Should the CLIENT choose to postpone to a date that is available, the CLIENT is liable to pay a R50 000.00 (fifty thousand rand) postponement fee/penalty fee.

6.2.4 Should the CLIENT postpone, all invoicing will be updated to the relevant new date pricing.

6.3 Should the CLIENT cancel the event within / less than 240 days of the event date, the full amount is due and payable immediately on date of cancelation.

6.4 Should the CLIENT cancel their event prior to the 240 days, all current monies paid will be lost and funds to be claimed from your wedding insurance.

6.5 Any cancellation of this agreement must be done in writing and sent to the address of MEMOIRE as per clause 25 and all outstanding amounts must be paid within 7 days of such cancellation notification.

6.6 All monies are strictly non-refundable.

6.7 All refunds will be paid from a 30-day account.

6.8 Should the CLIENT cancel the function for any reason, the following will apply to considering the cancelation:

- 6.8.1 The fact that these functions are reserved well in advance and the possibility to fill the date which the client reserved might not occur;
  - 6.8.2 When was the notice of cancelation received by MEMOIRE;
  - 6.8.3 What is the potential to find an alternative client for the date reserved.
  - 6.8.4 In the event of the customer cancelling or causing to be cancelled this Agreement the Customer accepts and agrees to the forfeiture of any monies paid or advance made to Memoire pursuant to this Agreement in line with and according to the points below.
  - 6.8.5 In agreeing to the provisions of clause 6 hereof the CLIENT recognizes and acknowledges that events of the nature contain in this Agreement are, by their nature, booked by MEMOIRE CLIENTS long in advance and that, whilst reasonable and diligent effort will be made by MEMOIRE to mitigate its loss, it will be extraordinary difficult to do so and that it becomes increasingly so the closer the cancellation is to the event date.
  - 6.8.6 The CLIENT acknowledges and agrees that the forfeiture provisions contained in clause 6 represent a fair and reasonable pre-estimate of the loss which MEMOIRE will suffer as a result of cancellation in respect of, but not limited to, time expended by its personnel, the cost of the provisions of any consumables, staff and its loss of reasonable profit.
  - 6.8.7 Any cancellation of this agreement must be done in writing and all outstanding fees / deposits must be paid within 7 days of such cancellation notification.
- 6.9 Notwithstanding the provisions of clause 6, MEMOIRE shall be obliged to refund any breakage deposit in full.
- 6.10 All monies are strictly non-refundable as in point 3.2 above.
- 6.11 Any monies that are required to be paid back to the CLIENT will be paid back according to a settlement agreement which will be agreed upon by MEMOIRE and the CLIENT.

**7. AGENTS:**

- 7.1 Should the arrangements be made by an agent or coordinator on behalf of the client, the Client will be required to sign a surety form to confirm the client is bound by the terms of this agreement. These terms and conditions shall be signed by both client and agent, alternatively the agent and the client signs a surety, who shall both be jointly and severally liable to MEMOIRE in terms of this agreement. As sureties and co-principal debtors, for the proper performance by client of its obligations under these terms and conditions and for the payment of all costs and expenses arising from the event.
- 7.2 The Agent shall at no stage be deemed to be the agent of MEMOIRE.
- 7.3 Payments of the costs and expenses by CLIENT to the Agent shall not be deemed to be payment of the costs and expenses where the Agent does not pay same to MEMOIRE. In such instances the CLIENT shall remain liable to MEMOIRE for the payment of all costs and expenses.
- 7.4 The CLIENT will be invoiced directly by MEMOIRE and will be responsible for the payment directly to MEMOIRE of all amounts due, owing and payable, provided that should the CLIENT fail and/or refuse to pay such amounts, MEMOIRE shall be entitled to claim from the Agent in terms of the surety-ship given by the agent in terms of clause 6.1

## **8. FINAL ARRANGEMENTS:**

- 8.1 All specific arrangements, which the CLIENT requires, must be finalized and communicated to MEMOIRE at least 14 (fourteen) days prior to the commencement date of the function, failing which MEMOIRE shall be entitled, at its sole discretion, to make necessary arrangements on behalf of the CLIENT and /or Agent, at the CLIENT and /or Agents expense.

## **9. DAMAGES / BREAKAGE DEPOSIT:**

- 9.1 A breakage deposit is required from the CLIENT when booking MEMOIRE. The breakage deposit will be added to your venue hire cost and is refundable, should there be no breakages or damages.
- 9.2 The breakage deposit is in place to protect MEMOIRE from damages as, similar to, but not limited to:
- 9.2.1 Permanent marks on walls, floors, linen, carpets etc.
  - 9.2.2 Damages to furniture by the CLIENT, their GUESTS, or their SUPPLIERS.
  - 9.2.3 Breakages or loss of any glasses, crockery, cutlery etc.
  - 9.2.4 Damages and/or breakages of any hardware on doors, windows; including, similar to, but not limited to handles, taps, frames, hinges, shower heads, mirrors and the likes.
  - 9.2.5 Damages to any room accessories.
  - 9.2.6 Damage to the exterior of the venue and/or plants.
  - 9.2.7 If any fire equipment is used / or tampered with, stolen, lost or misplaced during a function, the CLIENT will be responsible for the amount to replace it back to its standard.
  - 9.2.8 Any refunds will be paid from a 30-day account, if applicable.

## **10. BAR FACILITIES:**

- 10.1 MEMOIRE is a fully licensed venue and will meet the CLIENT's beverage requirements for the event/function. Should the client have a specific requirement, same must be clearly communicated to MEMOIRE and put in writing.
- 10.2 The bar will be managed by MEMOIRE staff only and will not be outsourced to the CLIENT or any other party.
- 10.3 The bar accepts cash or credit card, unless otherwise arranged by the CLIENT and MEMOIRE.
- 10.4 Open bar will be according to clause 4.7 above.
- 10.5 All beverages are charged on consumption. A corkage fee on sparkling wine (R190.00 per bottle) as well as MCC and Champagne (R350.00 per bottle) will be charged if not purchases through MEMOIRE.
- 10.6 Please note that we are a licensed premises, and **NO** alcohol may be consumed unless bought and paid for at MEMOIRE bar.
- 10.7 Hard liquor / spirits that are not stocked by MEMOIRE, that the CLIENT wishes to bring in, must be discussed with the general manager concerning MEMOIRE's rules and regulations.
- 10.8 An automatic 10% service levy will be added to all open bar tabs.
- 10.9 Last rounds will be called 20 minutes before the end of the event/evening.
- 10.10 No bar service will be allowed once the bar is closed as we make use of an external bar auditor for your

and our comfort of mind.

- 10.11 All bar arrangements will be printed and signed as a sperate attachment to the contact by the couple with all information of the day for bar service.
- 10.12 A secondary person should be appointed to control the alcohol and beverage arrangements should the first person appointed not be available.
- 10.13 A fine of R3 500.00 will be charger to the Bride & Groom should anybody bring and consume alcohol not bought at Memoire, including inside the rooms and boot bars.
- 10.14 Drinking out of the rooms or boot bars will NOT be permitted!
- 10.15 Should a couple want to bring in alcohol beverages to be consumed while they are getting ready, this will need to be pre-arranged with the necessary personnel for either replacement or corkage.
- 10.16 Serving alcohol that is not bought from Memoire during the preparation or photo time, is still seen as bringing alcohol onto the premises.
- 10.17 ONLY sparkling wine and champagne may be brought into MEMOIRE at the discussed corkage fee (see 10.5). All OTHER beverages including soft drinks, waters, hardtack liquor, etc MUST be purchased through MEMOIRE.

## **11. BOMA BAR:**

- 11.1 The Boma bar will open at 11h00 on the day of the wedding/function.
- 11.2 No alcohol will be served prior to the time stipulated in clause 10.1 above.
- 11.3 All Boma bar sales will be on a strictly cash and card bases.
- 11.4 The Boma bar will close 30 minutes prior to the start of the ceremony.
- 11.5 Should the CLIENT decide to move to the Boma after the venue has closed, they are welcome to purchase all drinks and beverages from the main bar as the Boma bar will be closed. No surcharged will be added to the account.
- 11.6 Should the CLIENT wish for the Boma Bar to remain open, a surcharged of R3500.00 (Three Thousand Five Hundred Rand) per hour will apply for a maximum of 2(two) hours.
- 11.7 NO Music to be played in the Boma Bar after 24h00 on Mondays to Saturdays, and 22h00 on Sundays as we have neighboring residential housing.
- 11.8 MEMOIRE will provide the CLIENT with a bonfire at a cost of R35.00 per bag of wood with a maximum of 10 bags.

## **12. AV & SOUND:**

- 12.1 MEMOIRE reserves the right to regulate the volume of all music during the course of the wedding / event to ensure compliance with the relevant by-laws.
- 12.2 Cut-off time for the sound will be at 24h00, except Sundays at 22h00.
- 12.3 If the CLIENT wishes to pay the overtime surcharge, music needs to be reduced by 50% for up to 2 hours maximum or at the discretion of MEMOIRE
- 12.4 All speakers need to face into the venue at all times.
- 12.5 All cables should be taped down and remain hazardous free at all times during and after the function.
- 12.6 No loud music will be allowed on the grounds outside of the reception hall later that 19h00.
- 12.7 No base bins under any circumstances.

- 12.8 No music at all at the Boma Bar as per clause 11.7
- 12.9 Should the DJ / musician / band not adhere to these rules, MEMOIRE reserves the full right to cut all power supply to the equipment.
- 12.10 A copy of the terms and conditions need to be signed by the relative company to confirm that they understand and will adhere to these rules and regulations.
- 12.11 All breakdowns will take place no longer than an hour after last rounds has been called.
- 12.12 Should the DJ/Musician / band refrain from ending the music at the given time, a fine of R3500.00 (three thousand five hundred Rand) will be added to the CLIENT's invoice.

### **13. PHOTOGRAPHY:**

- 13.1 NO furniture or décor items including paintings, clocks, mirrors may be moved or removed. We try our utter best to make MEMOIRE as beautiful as possible for photos, so please show respect. A fine of R2000 will be added to the CLIENTS account should this happen.
- 13.2 MEMOIRE understands that natural late afternoon light inspires photographers. A grace period of 15 minutes will be added to the timeline. Thereafter meals will be served as per the timeline.
- 13.3 All private areas (staff only) will be off-limits to any photographer.
- 13.4 MEMOIRE takes pride in the venue and gardens, kindly show respect while taking photos.
- 13.5 Should the CLIENT book a photo booth, set-up will be at a pre-arranged area. No furniture or serving areas will be moved to accommodate photographers in this respect.
- 13.6 MEMOIRE staff will not be able to assist photographers in any way to accomplish their duties or performing their task as a photographer.

### **14. VENUE RENTING HOURS:**

- 14.1 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, however Sunday functions will conclude at 22h00.
- 14.2 Should the CLIENT wish to extent these times, a charge of R3500 incl. VAT (three thousand and five hundred Rand only) will be charged per hour or a part thereof.
- 14.3 MEMOIRE reserves the right to control the volume of the music during the function.
- 14.4 Morning/breakfast functions will conclude at 17h00 and lunch functions at 20h00. There after a surcharged will be levied.
- 14.5 In case of a Friday or weekday wedding, check-in times may change with written consent from MEMOIRE, depending on a function /event the previous day.

### **15. SAFETY AND SECURITY:**

- 15.1 The CLIENT is obligated to comply with all existing safety and security in place at MEMOIRE, guidelines thereof can be supplied on request.
- 15.2 The CLIENT and MEMOIRE must ensure that at all relevant times no emergency exits, safety equipment



or safety signage is covered, obstructed or interfered with in any way.

- 15.3 As a safety measure and in accordance with Airports Company South Africa and the location of MEMOIRE in relation to LANSERIA INTERNATIONAL AIRPORT, no rockets, fireworks, pyrotechnics, firecrackers, lanterns or long-range lasers/lights can be used at any times. Should the client and/or their guest breach this clause a non-negotiable fine of R 20 000.00 (Twenty Thousand Rand) will be imposed and added to the CLIENTS invoice.
- 15.4 MEMOIRE will take reasonable steps to ensure, but cannot guarantee, the safety of your as well as your guests' personal items and equipment to the extent in which may be reasonable expected of a venue, but will not take responsibility for any damage or loss of any item or equipment.

## 16. WEATHER:

- 16.1 MEMOIRE will not be held liable by the CLIENT and the CLIENT will not have any claim of whatsoever nature against MEMOIRE as a result of MEMOIRE not being able to provide services as a result of weather, fire or any sudden unforeseen event that may prevent it from fulfilling its obligations.
- 16.2 The CLIENT is responsible for arranging insurance mitigating their loss.

## 17. FOOD AND BEVERAGES:

- 17.1 Certain dishes served are subject to seasonal availability.
- 17.2 MEMOIRE reserves the right to adjust food and beverage prices and options, subject to availability at the time of the event. Any changes resulting in additional costs will be billed to and paid for by the CLIENT.
- 17.3 According to the package, the CLIENT can choose between a plated or buffet menu.
- 17.4 All plated menus will carry a surcharge of R200.00 (two hundred Rand only) per table of 10 guests.
- 17.5 All prices quoted exclude VAT.
- 17.6 Specialized dietary requirements such as *Halaal* and *Kosher* meals etc. are subject to a surcharge. The CLIENT must place orders for these special meals at least 7 (seven) working days prior to the event. MEMOIRE will not take any responsibility for no delivery or wrong delivery of meals.
- 17.7 Should actual numbers fall below that of the guaranteed minimum, charges would be based on the guaranteed number.
- 17.8 Should the actual number of persons exceed that of guaranteed number given, billing will then be based on the actual number.
- 17.9 Any changes to the menu and guest count must be given in writing 30(thirty) days prior to the function date.
- 17.10 All SUPPLIERS should be included in the guaranteed number and will be billed accordingly.
- 17.11 No food or beverages may be brought onto the premises for consumption without prior written consent from MEMOIRE management.
- 17.12 Annual price increases on all prices across the board will occur every 1 September of every year. Should you have been quoted prior to 1 September please note that all prices on any quoted Invoice prior to 1 September will be null and void.
- 17.13 A MEMOIRE food tasting occurs on the middle Wednesday of every month alternating between plated and buffet. The CLIENT can choose which food tasting they would like to attend. It is however the CLIENTS responsibility to enquire and book for the food tasting.

- 17.14 No additional/ private food tasting will be organized if you have missed a monthly food tasting.
- 17.15 It is compulsory to book for a food tasting at least 7 days prior.
- 17.16 Payment of the food tasting can be done beforehand via EFT, added to your MEMOIRE invoice or paid by cash or card at the door. Please enquire with MEMOIRE staff for the food tasting costs and times.
- 17.17 No adding of guests or change in dietary requirements may be made within 7 days of the food tasting.
- 17.18 All food, including bridal party snacks MUST be purchased through Memoire.

## **18. SPECIAL CATERING:**

- 18.1 No external caterers are allowed at MEMOIRE unless prior written consent is obtained from MEMOIRE.
- 18.2 Should written consent be given by MEMOIRE to make use of outside caterers, a surcharge of R350.00 (three hundred and fifty) per person will be applicable.
- 18.3 Any external caterer must be HACCP and COA accredited, all supporting documentation needs to be supplied before the event for consent.
- 18.4 MEMOIRE requires meeting the caterer before the wedding/function date to be able to explain all rules and regulations.
- 18.5 This surcharge will not include kitchen facilities, equipment or any food or beverages.
- 18.6 This surcharge will include all waiters, barman and security.
- 18.7 MEMOIRE staff will not be used as function coordinators in the case of outside catering.
- 18.8 All outside caterers will be responsible for the cleaning of any area and equipment that they may have utilized.
- 18.9 The caterer needs to provide enough food to also cater for MEMOIRE's waiters and staff.
- 18.10 The caterer needs to provide sufficient staff to fulfill all duties.
- 18.11 The menu provided needs to be equivalent to MEMOIRE's standards.
- 18.12 The MC needs to announce that the CLIENT made use of an external caterer.

## **19. FLOWERS AND DÉCOR:**

- 19.1 As a CLIENT of MEMOIRE, it is mandatory to use their in – house flower and décor company – LANGUAGE OF FLOWERS.
- 19.2 NO outside flower and décor companies may be used.
- 19.3 The CLIENT is responsible to place all stationery items (menu's, name cards, etc) onto the tables. MEMOIRE or LANGUAGE OF FLOWERS will not be responsible for this. Should you require MEMOIRE or LANGUAGE OF FLOWERS staff to do this on your behalf, a surcharge of R2 500.00 will be charged for on – the – day coordination.

## **20. SMOKING:**

- 20.1 Smoking is not allowed inside the venue, any of the rooms, the reception hall and other closed areas in accordance with the Tobacco Products Control Act, as amended, and Laws of South Africa. (A well-ventilated smokers' deck is provided)
- 20.2 The CLIENT will be responsible for the conduct of their GUESTS.

20.3 Failure to adhere to this clause may result in a fine, subject to the discretion of MEMOIRE.

## **21. WHEELCHAIR ACCESS:**

- 21.1 MEMOIRE continue to strive to achieve full wheelchair access to guests and will endeavor to accommodate guests wherever possible.
- 21.2 MEMOIRE states clearly that the venue is not 100% wheelchair friendly.

## **22. ACCOMMODATION:**

- 22.1 The bridal suite is explicitly for the use of the bride and her bridesmaids for the day of the wedding. In the event of a morning wedding a normal overnight room will be provided for the bride to get ready in, if available. The bridal suite is valued at R4 500.00, breakfast included.
- 22.2 A groom suite is available for R3 500.00, breakfast included. Should the groom suite be occupied on the day of the wedding, the guests booked into the groom suite will only have access to the room after the ceremony. Cost of R1 500.00 should the groom suite be used for overnight use.
- 22.3 14 x Rooms are available for all additional family members and friends @ R2 000.00 per double room or R1 200.00 per single room, breakfast included.
- 22.4 Manor House Suite 3 is a family room @ R3 000.00 per room, 4 people, breakfast included.
- 22.5 Manor House Suite 4, 6 & 7 vary in price starting @ R2 000.00 - R2 500.00 per room, breakfast included.
- 22.6 Manor House Suite 5 is an executive suite @ R2 500.00 per room, breakfast included.
- 22.7 Check-in times will be from 12h00 on the day of the event and check out time will be at no later than 10h00 the following day of the function.
- 22.8 Check – out for the bridal/honeymoon suite is at 09:00
- 22.9 A buffet breakfast is included in the room rate and will be served from 08h00 until 09h00 in front of the Conference center.
- 22.10 The usage of the bridal suite may not be transferred to a second party.
- 22.11 The bridal couple who do not make use of the facilities, if included in their package, will forfeit this right and forfeit their claim for a refund.
- 22.12 Our bridal suite strictly sleeps two people. In case of the bridal party sleeping over the night prior to the wedding, no extra beds or sleeping arrangement will be made. Accommodation rates apply.
- 22.13 In case of misuse of the bridal suite by the CLIENT, any GUEST or SUPPLIER, penalties will be charged, subject to the discretion of MEMOIRE.
- 22.14 Please note: Due to vandalism and ignorance, damage to the honeymoon suite furniture and Persian carpet in the past, NO more hair and make-up may be done in the honeymoon suite. Should a person not adhere to this, a penalty will be charged. All hair and make-up will be done in the lounge area provided.
- 22.15 MEMOIRE does not supply two-point plugs, multi plugs or extension – CLIENT, GUESTS and SUPPLIERS to bring their own.
- 22.16 No pets will be allowed onto MEMOIRE premises without prior written consent.
- 22.17 MEMOIRE will not be held responsible for any loss or damage occurred during the stay.

- 22.18 Should the couple not book out all the rooms and there are rooms available, Memoire may book these rooms out to any other person/s wanting accommodation even if they are not part of your guests.
- 22.19 Room list's need to be confirmed 14 days prior to the event.
- 22.20 Should the couple book out ALL the rooms and not all the rooms are occupied, the couple will be held liable for payments for those rooms not occupied.
- 22.21 Room keys are to be presented at breakfast.
- 22.22 If no room list is provided 2 weeks prior to the event, Memoire has the right to book out the rooms to your guests as well as outside guests.
- 22.23 Accommodation at MEMOIRE is run as a separate entity to the wedding venue.

### **23. VENUE MANAGER:**

- 23.1 MEMOIRE appoints a Venue Manager who acts on behalf of MEMOIRE.
- 23.2 His / her role is to answer any questions you may have with regard to MEMOIRE, facilitate bookings, finalize agreements and act as representative of MEMOIRE.
- 23.3 The venue Manager therefore has full mandate to act within his/her discretion in terms of this agreement and to perform any such decisions as may be necessary as if MEMOIRE has authorized such decisions to which the CLIENT will adhere to.
- 23.4 A event management fee will automatically be added to your Memoire invoice which includes the planning serves, on the day and evening coordination services of one of Memoire's professionally trained staff.

### **24. WEDDING INSURANCE:**

- 24.1 MEMOIRE may, in its reasonable discretion, require that the CLIENT provide proof of insurance for the Event, which insurance shall be required to cover, amongst other things, any involuntary cancellation or delay of the Event, liability indemnity in relation to loss or harm suffered by the Customer's guests, any liquidation or insolvency events on the part of the Customer, loss, theft, damage or destruction of hired equipment, and similar related occurrences.
- 24.2 Notwithstanding anything contained herein, MEMOIRE may refuse to continue with the provision of the services or the securing of the Event Venue or equipment, until the Customer has provided evidence, reasonably acceptable to MEMOIRE, that the Customer has taken out the requisite insurance policy and that such policy is effective and paid up until the Event Date.
- 24.3 Only one insurance policy needs to be taken out for both Memoire & Language of Flowers.

### **25. BREACH:**

- 25.1 If the CLIENT is in breach of any provision of this Agreement, MEMOIRE will be entitled to:
  - 25.1.1 Allow the client a reasonable opportunity of 7(Seven) days to remedy the breach.
  - 25.1.2 Cancel all agreements concluded between the CLIENT and MEMOIRE

25.1.3 Claim immediate performance and / or payment of all obligations in terms thereof.

25.2 Should the client fail to remedy the breach they will forfeit the full deposit paid.

## 26. AMENDMENT OF THIS AGREEMENT.

26.1 MEMOIRE reserves the right to amend this agreement from time to time, should the agreement so be amended same will be supplied to the CLIENT.

## 27. DOMICILIUM AND NOTICES

27.1 The Parties choose *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, and the serving of any process, as follows:

27.1.1 MEMOIRE:

Memoire Wedding and Conference Venue, Kromdraai Road, Muldersdrift

27.1.2 THE CLIENT:

Physical: \_\_\_\_\_

Email: \_\_\_\_\_

27.2 Each Party shall be entitled from time to time, by giving written notice to the others, to vary its physical *Domicilium* to any other physical address (not being a post office box or poste restante) within South Africa and to vary its facsimile or email *Domicilium* to any other facsimile number or email.

27.3 Any notice given by any Party to any other ("**Addressee**") which is delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the Addressee's physical *Domicilium* for the time being shall be deemed to have been received by the Addressee at the time of delivery.

27.4 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, which for the sake of certainty shall include email.

## 28. LIMITATION OF LIABILITY:

28.1 MEMOIRE will not be liable for and the CLIENT will not have any claim of whatsoever nature against MEMOIRE as a result of:

- 2.6.1.1 MEMOIRE 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.
- 2.6.1.2 Any loss or damage to personal belongings of the CLIENT and/or their GUESTS.
- 2.6.1.3 Any loss or damage to any outsourced décor, linen, tablecloths etc.
- 2.6.1.4 Any interruption of electricity, water supply and sanitary services. (MEMOIRE however has a generator on standby.)
- 2.6.1.5 Any personal injury, death, illness etc. to the CLIENT and/or their GUESTS.
- 2.6.1.6 Any damage, loss, cost or claim that the CLIENT may suffer or incur arising from any cancellation or termination for any reason contemplated in this agreement.
- 2.6.1.7 Any lost and found belongings to the CLIENT or GUESTS will be kept for 1(one) calendar month where after it will be disposed of.

28.2 Save to the extent otherwise provided for in this agreement or where the CLIENT is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees regarding then availability, accuracy, reliability, timeliness, quality or security of any product or service.

**29. FORCE MAJEURE**

MEMOIRE cannot be held liable for any delay or failure to fulfil its obligations under this agreement as a result of causes beyond the reasonable control of MEMOIRE. Such causes include, but are not limited to: fire, floods, acts of God, acts and regulations of any governmental or supranational authority, war, riots, strikes, lockouts and industrial disputes.

**30. GENERAL:**

- 30.1 The parties (CLIENT and MEMOIRE) acknowledge and agree that this agreement constitute 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.
- 30.2 You agree that any notices MEMOIRE sends to you, the CLIENT, in terms of any agreement concluded between us, the parties, may be sent via email unless otherwise prescribed by law.
- 30.3 The CLIENT warrants that as at the date of signature of this agreement, all the details furnished by the CLIENT to MEMOIRE are true and correct and that the CLIENT will notify MEMOIRE in the event of any changes to such details.
- 30.4 Please ensure that every page is initialed by you, the CLIENT.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client 2

\_\_\_\_\_  
Signature

I hereby declare that I have read all the above Terms and Conditions, understand fully and will abide by the rules of this contract set out by MEMOIRE and hereto bind myself in my personal capacity as surety for all moneys owing, all damages to the allocated buildings and surroundings, venue, furniture, utensils, carpets and equipment thereof. I also acknowledge that prices are subject to change due to yearly increases.

Function Date: \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Memoire Manager

\_\_\_\_\_  
Signature

***Please complete and return original to MEMOIRE together with proof of payment***