

**THIS AGREEMENT IS BETWEEN:**

KRAAL RESTAURANT PTY LTD (referred to as **E|BAR & FIRE KRAAL** or “**The Venue**”)

and “**The Client**”

ID No. _____

All reservations for private banquet functions are booked upon and subject to the rules and regulations of **E|BAR & FIRE KRAAL** and the following terms:

1. VENUES AND VENUE HIRE AS PER PRO FORMA INVOICE**2.**

E BAR	PLEASE SELECT	PLEASE SIGN
As per E Bar Rate Card (Minimum Numbers) <i>*Upstairs area only</i>		

All prices are fixed once booking is confirmed

LARA'S LOUNGE	PLEASE SELECT	PLEASE SIGN
As per E Bar Rate Card (Minimum Numbers) <i>*Downstairs area only</i>		

All prices are fixed once booking is confirmed.

FIRE KRAAL	PLEASE SELECT	PLEASE SIGN
As per E Bar Rate Card (Minimum Numbers) <i>*Downstairs area only</i>		

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 event venue.

3. STAFF CHARGES

E|BAR & FIRE KRAAL 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 **E|BAR & FIRE KRAAL** will not compromise on service excellence.

One Waitron for every ten guests

One Bartender for every fifty 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 **E|Bar 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.

4. CATERING

Food is one of the most important aspects of any event. The **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** does not permit **The Client** to bring any additional food onto the premises without written permission from **Thaba Eco Hotel's General Manager**, 30 days before the event.

For children under the age of twelve years a delicious children's menu is available and charged accordingly. The children's menu only applies if provision for children is made in a separate venue and not the reception venue.

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.

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

Should **The Client's** suppliers be seated in the reception venue, **The Client** will be billed at the full per person rate. Alternatively, provision can be made in a separate venue, and a supplier menu is available.

OUTSIDE CATERING

All catering will be done in-house. Should there be any special catering requirements such as Kosher or Halaal food, **E|BAR & FIRE KRAAL** 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, **E|BAR & FIRE KRAAL** has approved caterers to assist with menus. Please note that only **E|BAR & FIRE KRAAL** approved caterers may be used for this purpose. **E|BAR & FIRE KRAAL** does not permit **The Client** to bring any additional food onto the premises without written permission from **Thaba Eco Hotel's General 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 **E|BAR & FIRE KRAAL** are fully licensed and require **The Client** to give a written brief regarding their bar requirements for their specific event. **E|BAR & FIRE KRAAL** 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. <i>spirits or shooters</i>) 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 E BAR & FIRE KRAAL 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		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 **E|BAR & FIRE KRAAL**.

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 **E|BAR & FIRE KRAAL** is a cashless environment and that the methods of payment mentioned above apply.

A drinks and wine menus are available on **Thaba Eco 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 **Thaba Eco Hotel's General Manager**. All requests for special beverage orders must be approved in full 30 days before the event. **E|BAR & FIRE KRAAL** 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 **Thaba Eco 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

E|BAR & FIRE KRAAL, 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.

E|BAR & FIRE KRAAL 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.

6. FURNITURE AND EQUIPMENT

Each venue has its unique look and feel and includes standard furniture and equipment. Venue hire includes the following:

- Use of the selected function hall
- Use of standard furniture and equipment
- Use of standard cutlery, crockery and glassware
- Use of standard napery, chair covers and table numbers
- Parking facilities
- Please refer to package breakdown for additional items included.

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

ADDITIONAL ITEMS FOR HIRE

The Client must ensure in advance that E|BAR & FIRE KRAAL 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 E|BAR & FIRE KRAAL on the day of their event and remove such items from the venue at the end of the event. E|BAR & FIRE KRAAL 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. E|BAR & FIRE KRAAL is entitled to sell items to cover storage costs or donate goods to charity.

Please note that E|BAR & FIRE KRAAL 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 E|BAR & FIRE KRAAL Event Coordinator. Due to the demand for the venues, E|BAR & FIRE KRAAL 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. 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 E|Bar 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 E|Bar Rate Card per staff member per hour or part thereof going into overtime. The Client may arrange this on the night of the event and this fee must be paid upfront.

9. EVENT AND VENUE PAYMENT TERMS

The Hotel 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, E|BAR & FIRE KRAAL will furnish a Pro Forma invoice. E|BAR & FIRE KRAAL requires a copy of the The Client's ID or passport, signed Agreement and proof of payment. Once the payment has cleared in E|BAR & FIRE KRAAL bank account and E|BAR & FIRE KRAAL Event Coordinator has checked that all documentation is correct, E|BAR & FIRE KRAAL will send to The Client the 'Letter of Acceptance' as confirmation.

PAYMENT SCHEDULE FOR EVENT AND VENUE		PLEASE SIGN
Upon booking	Full Event Venue Hire 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 'Pro Forma Invoice'.	
60 Days before event	25% of total amount on 'Pro Forma Invoice'.	
30 Days before event	Breakage deposit and outstanding 50% of total amount on 'Pro Forma Invoice'.	
Day of event	Additions and overtime.	

In the event of non-payment of these fees within the specified time, E|BAR & FIRE KRAAL 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 E|BAR & FIRE KRAAL, 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 E|BAR & FIRE KRAAL will not be liable if the food and table settings are not sufficient. No cheques or cash payments will be accepted.

10. EVENT AND VENUE CANCELLATIONS

The following will apply when cancelling:

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

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

All cancellations must be in writing and e-mailed to the relevant **E|BAR & FIRE KRAAL Event Coordinator** with a copy to events@thabahotel.co.za. **The Client** must ensure that they receive confirmation of receipt of their e-mail of cancellation from **E|BAR & FIRE KRAAL**.

A deduction of R4 000 for the administration fee applies to all cancellations, regardless of the notification period.

Please note that **E|BAR & FIRE KRAAL** only pay reimbursements using EFT on the 15 of each month.

11. PAYMENT METHODS

Please take note that **E|BAR & FIRE KRAAL** is a cashless environment.

In an ongoing endeavour to ensure that all **E|BAR & FIRE KRAAL** guests and staff enjoy themselves in a safe and secure environment, **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL Event Coordinator**. Under no circumstances will **E|BAR & FIRE KRAAL** accept any cash payment for a deposit or final payment. **E|BAR & FIRE KRAAL** will accept the payment as valid once **E|BAR & FIRE KRAAL** receives **The Client's** faxed or emailed proof of payment and this payment reflects on the **E|BAR & FIRE KRAAL** bank statement.

Banking details:	Account Name	KRAAL RESTAURANT
	Bank	Standard Bank
	Branch	The Glen
	Branch Code	051001
	Account Number	281711089
	Reference	YOUR BLOCK ID (Located on Pro Forma Invoice)
	Swift Code	SBZA ZA JJ (International Clients)

All forms of credit card and pin-based bank cards are accepted by **E|BAR & FIRE KRAAL** to ensure that guests using the facilities comply with our cashless environment. **E|BAR & FIRE KRAAL** 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, **Thaba Eco Hotel's General 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 Client** 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 **Thaba Eco Hotel General Managers** discretion.)

13. EVENT ARRANGEMENTS FINAL APPOINTMENT

The final appointment is necessary to ensure that **E|BAR & FIRE KRAAL** meets **The Client's** expectations. **E|BAR & FIRE KRAAL Event 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 **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL**, the costs will be passed on to **The Client** for reimbursement.

14. GENERAL

- **E|BAR & FIRE KRAAL** does not allow cultural, traditional, and religious activities in any venue without the prior written consent from **Thaba Eco 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.
- **E|BAR & FIRE KRAAL** 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.
- **E|BAR & FIRE KRAAL** 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 **Thaba Eco Hotel**.
- Guests must remain silent in parking areas and driveways to ensure the comfort of all guests of **E|BAR & FIRE KRAAL**. 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 **E|BAR & FIRE KRAAL**.

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

- Any changes made to this Agreement by **The Client** without the written consent of **Thaba Eco Hotel's General Manager**, is fraud.
- All **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** with the relevant certificate/s. **The Client** must ensure exit signage is always visible and accessible.

15. RISK / LOSS DAMAGES

E|BAR & FIRE KRAAL 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 **E|BAR & FIRE KRAAL**.

E|BAR & FIRE KRAAL will invoice **The Client** and payment is required within three days of notice for any damages to the property, buildings, furniture, fittings, décor or naperly 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 **E|BAR & FIRE KRAAL** takes every precaution to ensure the safeguarding of **The Client's** belongings including décor, props, gifts and other valuables, **E|BAR & FIRE KRAAL** will not be liable for loss or damages to any property whatsoever. Please read the disclaimer below. **E|BAR & FIRE KRAAL** strongly advises that **The Client** removes their belongings directly after the event.

17. FORCE MAJEURE

If for any reason whatsoever beyond its control **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** and indicated in writing to **Thaba Eco 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 event and will not allow any action that may cause a nuisance or noise to either **E|BAR & FIRE KRAAL** or its other guests. **The Client** will comply with any reasonable requests of **Thaba Eco Hotel's General Manager**, and with all rules and regulations as issued by **E|BAR & FIRE KRAAL**. Any damages to **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** recommends suppliers based on the quality of work that they have previously done, **E|BAR & FIRE KRAAL** does not take responsibility for their service provided.

23. INVOICE DETAILS

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

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

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 event 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;

E|BAR & FIRE KRAAL will be entitled to cancel this agreement immediately if **The Client** is in breach of agreement and **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL**, was reckless.

DISCLAIMER

Use of **E|BAR & FIRE KRAAL** premises and its facilities are entirely at **The Client's** risk. **E|BAR & FIRE KRAAL** nor any of its owners, subsidiaries, employees, agents, managers, lessors, trustees, members, and directors are liable for

1. Any form of physical injury or death to any person/s
2. Any loss or damage to any property caused by theft, fire, wildlife, or any other causes whatsoever, resulting from, or in connection with the use of these facilities.

THE CLIENT:

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

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____

Written confirmation from Thaba Eco Hotel's General 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 **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** 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 **E|BAR & FIRE KRAAL** 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 - Name/s and Signature/s

Date of Event

Witness - Name and Signature

Date

E|BAR & FIRE KRAAL Event Coordinator - Name and Signature

Date

E|BAR & FIRE KRAAL Sales Manager - Name and Signature

Date

E|Bar & Fire Kraal Event Coordinator to initial: _____

The Client to initial: _____