



Dear _____

We would like to thank you for choosing Wedding Party.

It gives us great pleasure to confirm your booking as enclosed with this letter.

Please note that we are holding the reservation of products and services on a provisional basis, until we receive a copy of the signed contract and the deposit required.

The contract needs to be completed as follows:

- Initial on the bottom right hand corner of every page
- Complete the company/ private individual details and VAT registration number with physical address
- Specimen Signatures for accounts
- An authorised signatory to sign

Should you have any queries regarding the above, please do not hesitate to contact me at your convenience.

Yours sincerely,

Wedding Party



BOOKING AND RESERVATION AGREEMENT

Between

WEDDING PARTY
trading as

WEDDING PARTY
(hereinafter referred to as "the SUPPLIER")
("SI")

and

(hereinafter referred to as "the Client")

Entity Registration Number / Identity Number

VAT Registration Number

of _____ (Domicilium address)



1 INTRODUCTION

This Agreement contains the terms and conditions which govern the relationship between the Supplier and the Client.

2 DEFINITIONS

Unless such meaning is inconsistent with the context, the following expressions shall have the meanings assigned to them hereunder and cognate expressions shall bear the corresponding meanings -

2.1	"Commencement Date"	refers to the date of signature hereof;
2.2	"Client Confirmation Date"	refers to the date by which the Client must confirm the Booking held in respect of the Private Function such date is set out in Annexure "A";
2.3	"DCP"	refers to the Daily Conference Package per person, per day;
2.4	"Deposit"	refers to the non-refundable deposit of 50% of the Booking Value reserved for the Private Function/ Wedding as at the Client Confirmation Date;
2.5	"Events Co-ordinator"	refers to the person appointed by the Hotel to liaise with the Client for the Programme Arrangements;
2.6	"Final Numbers"	refers to the final number of persons attending the private function which number must be communicated to SI by the date stipulated in Annexure "A";
2.7	"Final Payment"	refers to payment for the Private Function less any deposit paid which payment must be made on the date stipulated in Annexure "A"; the value will be calculated according to the final numbers submitted by the Client;
2.8	"Function Proforma Invoice"	refers to a document indicating the estimated value of the Private Function/ Wedding
2.9	"Function Venue"	means facility at which the Private Function/ Wedding will be held
2.10	"Supplier"	refers to the SI Supplier utilised by the Client in respect of the Function in this case, the Wedding Party;
2.11	"Parallel Conference Rooms"	refers to additional conference rooms booked to be used simultaneously with the Plenary conference rooms at the venue;
2.12	"Plenary Conference Rooms"	refers to venues used for the main event session;
2.13	"Premises"	refers to the Facility/ premises as set out in Annexure "A";
2.14	"Private Function/ Wedding"	refers to the event to be held at the Facility/ premises. Venues where applicable, and details set out in the "PF";
2.15	"Private Function Value"	refers to the estimated value of the latest "PF" at the date of Client Confirmation;
2.16	"Programme Arrangements"	refers to activities which form part of the Private Function and may include, but are not limited to meals, decor, flowers, etc.;
2.17	"Speciality Venues"	refers to the areas used for functions which were not purpose-built as function venues as set out in Annexure "A";
2.18	"Termination Date"	refers to the date of final settlement in full to the Supplier by the Client of its account in

3 DURATION OF THE AGREEMENT

The Agreement shall commence on the Confirmation Date and endure until the Termination Date.



4 STANDARD TERMS AND CONDITIONS FOR PRIVATE FUNCTIONS OR WEDDINGS

- 4.1.1 All products and services quoted are subject to availability at the time of the enquiry. Original products and services held maybe changed and the Supplier reserves the right to do this. However, the Supplier shall endeavour to provide the Client with a product equal in quality and comfort. SI reserves the right to manage its function inventory for its optimal use taking whatever appropriate action at its sole discretion to release, reduce or change its function inventory held on behalf of the Client where it has become apparent to SI that the aforesaid inventory will not be taken up by the Client for the original event intended.
- 4.1.2 DCP includes: be provided at the Supplier's sole and absolute discretion.
- 4.1.3 Should the Client wish to use a pre-function area as an exhibition area, the Client shall be held responsible for the cost of products and services rendered in these areas.
- 4.1.4 The Supplier reserves the right to pre-approve all items intended for exhibition, signage or display requested by the Client.
- 4.1.5 No food or beverage may be brought into any venues by the Client for consumption on the premises, unless otherwise agreed between the Function Facility and the Client.
- 4.1.6 All prices include VAT and are subject to change without prior notification. All food and beverage charges incurred for a Private Function may be subject to a service charge at the discretion of the Supplier.
- 4.1.7 All products and services chosen are subject to availability.
- 4.1.8 The Supplier must be given prior written notice of the intention of a Client to employ a third party (ies) and the Supplier reserves the right to object to the employment by Companies of any persons in connection with any Private Function/ Weddings. The Client shall request SI's prior consent for all third Parties that are to be brought onto the Premises for the purpose of providing a service.
- 4.1.9 Rain plan or inclement weather venues are allocated subject to availability and at the discretion of the Supplier. All rain plan venues are tentative - and hence subject to change without prior notification. In the event that a Private Function/ Wedding cannot be held due to incidental weather, SI shall not be responsible for any cancellation costs associated therewith.
- 4.1.10 The Supplier shall not be held responsible for loss or damage to any property or any item of equipment, furniture, stock or like brought onto the premises by the Client or its guests. Likewise, the Supplier shall not be held responsible for death or bodily injury arising from any cause whatsoever to the Client or its guests. The Client indemnifies SI against any claim that may be brought by its guests in this regard.
- 4.1.11 The Client shall be held responsible for any damage caused to the contracted Products, and the furnishings, utensils and equipment therein, as well as any other products on the Premises, by any act of the Client or its guests, and shall pay to the Supplier on demand the amount required to make good or remedy such damage.
- 4.1.12 Programme Arrangements are agreed and finalised with the Events Co-ordinator on or before Final Numbers Date, failing which the Supplier reserves the right to move a function to a venue/s which offers similar facilities or to reduce or release the venue/s previously allocated for the group.
- 4.1.13 Kindly note that quantities reserved on products may not be reduced, but only increased as the Supplier reserves the stock for Client.
- 4.1.14 Kindly note that should the Client reduce the quantities the original Invoice(s) amount is still due in full.
- 4.1.15 All day functions must terminate by 17h00. All evening functions must terminate by 24h00, except where otherwise agreed with the Facilities. Notwithstanding the aforementioned, the following areas have loud noise restrictions & require functions to end by 23h00, due to noise consideration for adjacent accommodation units. In the event that a function terminates after the stipulated time, the Facility shall charge an additional amount for every hour or part thereof for which the function runs over time. The hourly rate shall be determined at the sole and absolute discretion of the Facility.

It is important to note that all product and services prices, that have been quoted in this document (unless otherwise stated), are based on current prices and are subject to change on an annual increase basis, without prior notification. Prices cannot be guaranteed, due to annual inflationary & producer price increases.

5 PROCEDURAL OBLIGATIONS RELATING TO THE CLIENT'S GROUP RESERVATION

The Client undertakes to ensure that-



- 5.1 the signed Agreement is returned to the Events Co-ordinator at the Supplier by the Client Confirmation Date.
- 5.2 Programme Arrangements are agreed and finalised with the Event's Co-ordinator on or before Final Numbers Date and full final payment is made on Final Payment date, failing which the Supplier reserves the right to move a function to another date or even cancel the Event.

6 DEPOSITS AND PRE-PAYMENTS

- 6.1 An amount which represents the difference between the deposit and the Function Proforma Invoice Value will be payable on the final payment date;
- 6.2 Client must take note that final amount of guests and stock required payment must be made 30 days prior to the event. (EFT) into a bank account nominated by the Supplier or via Cash or Card.

7 REDUCTION AND CANCELLATION PENALTIES

- 7.1 At least 30 calendar days prior to the Private Function, the Client must advise the Events Coordinator at the Supplier of its Final Numbers for the Private Function/ Wedding.
- 7.2 In the event that the Client Function reduces the numbers or cancels the Private Function/ Wedding the full amount due will still apply.
- 7.3 On cancellation of the Private Function/ Wedding by the Client, the Client will be required to pay any costs already incurred on its behalf at the time of cancellation of the Private Function/ Wedding, in respect of the following: decor, printing, equipment hire, entertainment fees, food and beverage purchases and venue hire charges in addition to any penalties payable. The Client will also forfeit its non-refundable Deposit.

8 MASTER ACCOUNT

Subsequent to receiving the non-refundable Deposit and final payment, the Supplier shall open a Master Account for the Client in respect of the Private Function/ Wedding. The Client agrees that the following expenditure items will be debited to this account and be paid for in full by the Client within 48 hours of presentation of an invoice to it by SI if the Client has been granted credit by SI, and on departure if the Client has not been granted credit by SI;

- 8.1 All expenditure incurred by the Client and relating to the Private Function/ Wedding;
- 8.2 Any other additional expenditure relating to the Private Function/ Wedding.



9 MASTER ACCOUNT AUTHORISED SIGNATORIES

9.1 The Client agrees that the following persons are authorised to sign expenditure to the Master Account :

1. _____
Specimen Signature Name

2. _____
Specimen Signature Name

9.2 It is the responsibility of the Client to ensure its guests are advised that only the authorised signatories, set out in 9.1 may sign expenditure to the Master Account;

9.3 The Client acknowledges that the cost of certain of the Private Function/ Wedding charges cannot be accurately determined until the conclusion thereof. Accordingly it is the Client's responsibility to authorise the expenditure at the first opportunity after the Private Function/ Wedding, failing which the Client agrees to accept the charges which SI raises to the Master Account, in relation thereto.

10 ADDRESS FOR RECEIPT OF ACCOUNT

The Client chooses the following address for the purpose of delivery by SI to it of the account:

11 APPLICABLE LAW

The agreement and its interpretation shall be subject to the laws of South Africa.

12 DOMICILIA AND NOTICES

For all purposes of this agreement including, but not by way of limitation, the giving of any notice (including notices in respect of minor procedural changes), the making of any communication and the serving of any process, the parties respectively choose domicilium citandi et executandi ("domicilium") as per page 1 of the agreement.

13 WARRANTY

The Client warrants that it has sufficient funds at the commencement date to cover the amount that will become payable to the Supplier in respect of the Reservation.

14 CONFIDENTIALITY

14.1 Each Party will keep confidential and will not disclose to any person:

14.1.1 the details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to each Party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement;

14.1.2 any Confidential Information, save for in the circumstances set out in clause 14.3.

14.2 The Parties agree to keep confidential all Confidential Information and to disclose it only to their officers, directors, employees, consultants and professional advisors who:



- 14.2.1 on or before the Deposit due date, a non-refundable deposit of 0% of the full Reservation in respect of which the majority of products and services are reserved at the Rate is payable, in terms of the advice attached hereto as Annexure "A";
- 14.2.2 are aware that the Confidential Information should be kept confidential;
- 14.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
- 14.2.4 have been directed by the disclosing Party to keep the Confidential Information confidential.

14.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:

- 14.3.1 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who disclosed such Confidential Information;
- 14.3.2 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to be in lawful possession or control of that Party; and
- 14.3.3 may lawfully be processed pursuant to the provisions of the Protection of Personal Information Act, 2013 or any other applicable law.

15 EXCLUSIVE RIGHTS AND TRADEMARKS

- 15.1 The Company shall not acquire any rights, title or interest of any kind in any brand name, trademark or logo of Wedding Party or any of its subsidiaries or affiliates, which the Company hereby acknowledges to be the sole and exclusive property of Wedding Party or such subsidiary or affiliates.
- 15.2 The Company shall not (save with the prior written consent of Wedding Party, which consent Wedding Party shall in its sole discretion be entitled to withhold) be permitted to use any brand name, trademark or logo of Wedding Party or any of its subsidiaries.
- 15.3 In the event that the Company is granted authorization by Wedding Party for the use of Wedding Party's brand name, trademark or logo, the Company shall be prohibited from the improper use and abuse of any such brand name, trademark or logo of Wedding Party.
- 15.4 The Company hereby indemnifies and holds Wedding Party and its directors, management and employees harmless against all or any costs (including reasonable legal costs on an attorney and client scale), actions, liabilities, losses or damages of any nature whatsoever which Wedding Party may incur or suffer as a result of a breach of any of the provisions set out in this clause.

16 NO DISPARAGEMENT OF NAME

- 16.1 The Company acknowledges that considerable goodwill and reputational standing have been established in Wedding Party names and brands and that significant damage to their repudiation could be incurred by disparaging conduct on the part of the Company or its officers or agents. Accordingly, the Company undertakes not to do anything that may disparage the good name of Wedding Party or its subsidiaries or affiliates and any such action or omission occasioned by the Company or its employees, regardless of whether they are acting in the course and scope of their employment with the Company, will be deemed a breach of this Agreement.
- 16.2 The provisions of clause 12.1 shall extend to all staff employed by the Company regardless of whether such employees are deployed to Wedding Party's service or not and shall extend to all gatherings, whether social or otherwise, attended largely by the Company's employees, on or off the Company premises.
- 16.3 The Company undertakes to ensure that the provisions of this clause 12 are brought to the attention of its entire staff complement and that as and when new staff are appointed by the Company, such staff shall be made equally aware of the provisions of clause 12, as and when appointed.
- 16.4 The provisions of this clause 12 shall be a material provision of the Agreement and any and all breach hereof shall entitle Wedding Party to immediately terminate the Agreement. Wedding Party shall further reserve the right to exercise its rights under alternative provisions of the Agreement or any other remedies available to it in law, at its sole discretion.



17DISPUTE RESOLUTION

- 17.1 The Parties accept that disputes and differences may arise between the Parties during the course of this Agreement.
- 17.2 Any operational dispute which may arise shall be referred to a joint executive committee of both the Wedding Party and the Client, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of the dispute having been referred to them.
- 17.3 If the dispute is not resolved in accordance with the foregoing, the Parties may avail themselves to the provisions of clause 14 below.

18BREACH

- 18.1 Should anyone of the Parties:
 - 18.1.1 breach any of the terms, conditions and obligations (all of which are deemed to be material) of this Agreement and fail to remedy the breach within 7 (seven) days from date of written notice to do so; or
 - 18.1.2 be placed under compulsory or voluntary winding-up or judicial management or, being a natural person, commit an act of insolvency, or be provisionally or finally sequestered; or
 - 18.1.3 suffer any judgment to be obtained against it and allow such judgment to remain unsatisfied or fail to apply for the rescission thereof within a period of 10 (ten) days from the time the judgment was obtained; or
 - 18.1.4 do or suffer any act or thing whereby the other Party's rights or interests may be prejudiced or which might cause the other Party to suffer any loss or damage;

then upon the happening of any of the aforesaid events, the other Party shall be entitled forthwith and without prejudice to any other rights which it otherwise may have, to:-

 - 18.1.5 claim specific performance of all the other Party's obligations under this Agreement; or
 - 18.1.6 cancel this Agreement in respect of any or all of the provisions covered by this Agreement and/or claim damages caused by the breach.

19REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

- 19.1 Wedding Party adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, advisors, customers and stakeholders of The Wedding Party Group, in their interaction with the Wedding Party Group, to adhere to similar principles.
- 19.2 The Company is referred to the following documents that can be viewed on Wedding Party's public internet website at www.weddingparty.co.za:-
 - 19.2.1 The Code of Ethics for the Wedding Party Group; and
 - 19.2.2 The Corporate Gifts and Entertainment Policy for the Wedding Party Group.



- 19.3 The Company confirms that it has read and that it understands the above mentioned policies and that it fully subscribes to the principles of ethical business conduct as are expressly or implicitly dealt with in the said policies. For the same of clarity, the relevant principles are summarised as follows:-
- 19.3.1 Fair competition and avoidance of anti-competitive conduct;
 - 19.3.2 Integrity in business dealings - no corruption or bribery;
 - 19.3.3 Sustainability - no inappropriate risks for human health and the environment;
 - 19.3.4 Equal opportunities in securities trading - no insider trading;
 - 19.3.5 Proper record keeping and accurate financial reporting - no deception;
 - 19.3.6 Fair and respectful working conditions - no discrimination;
 - 19.3.7 Respecting the legal rights of others - no infringement of intellectual property rights;
 - 19.3.8 No conflicts of interest between business and personal interests;
 - 19.3.9 Co-operation with the authorities - no misinformation;
 - 19.3.10 Compliance with laws, regulations, rules and standards;
- 19.4 Observation of ethical obligations without causing harm other than by fair commercial competitive practices;
- 19.5 Not to supply defective or dangerous products;
- 19.6 Not to improperly induce someone by provision of gifts, entertainment or other gratification; and
- 19.7 To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct;
- 19.8 The Wedding Party Group distances itself from any conduct that deviates from the principles referred to in 15.3 above and it reserves its right not to deal with any party whose conduct is contrary to these principles. The Wedding Party therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention

20 RELATIONSHIP OF THE PARTIES

- 20.1 The Client shall at no time be or become an agent or representative of the Wedding Party nor shall the Client hold itself out as such.
- 20.2 This Agreement shall not give rise to any joint venture or partnerships between the Parties and neither Party shall hold itself out as a partner of the other.
- 20.3 Each Party confirms that there is no material financial interest in the other Party.

21 CESSION AND ASSIGNMENT

The Client shall not cede or assign this Agreement or any part thereof without the prior written approval of Wedding Party.

22 SUB-CONTRACTING

The Client shall not enter into any sub-contract without the prior written approval of Wedding Party, which approval may be given at Wedding Party's sole discretion.

23 INTELLECTUAL PROPERTY

The Client acknowledges that all right, title and interest in and to Wedding Party intellectual property (which shall include but not be limited to copyrights, trademarks, online presence, logos and/or designs) vests in Wedding Party and that it has no claim of any nature in and to the aforementioned intellectual property. Wedding Party may from time to time, issue guidelines relating to any use of Wedding Party intellectual property.



24 FORCE MAJEURE

Neither party shall be responsible for failure to fulfil any obligation under this Agreement due to events or circumstances beyond its reasonable control. Such events shall include but not be limited to acts of God (including but not limited to fires, flood, severe weather or earthquake), acts of terrorism and responses thereto, war, civil disorder, strikes, lock-outs, work stoppages or labour disruptions of a third party, regulations, injunctions or orders of governmental authorities (including but not limited to curfews, evacuations, quarantines, prohibition, restrictions, warnings, or other orders restricting travel due to health or safety concerns related thereto of attendees), contagious disease, curtailment or substantial impairment or delay of transportation affecting attendees, disasters, emergency situations, or other events or circumstances beyond a party's reasonable control that render the performance of its obligations commercially impractical. Upon the occurrence of such event or circumstance, and provided the affected party has used best efforts to perform in terms of this agreement, the affected party, upon written notice to the other party, may cancel this Agreement without liability or obligation of any nature, and all deposits paid prior to arrival shall be returned. In no event shall either party be liable for consequential damages.

25 ENTIRE AGREEMENT

This recordal contains the entire agreement between the parties and SI shall not be bound by any representation, warranties, undertaking, promises or the like (whether or not made by SI, its agents or servants) which are not recorded herein. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

27 NON-WAIVER OF RIGHTS

No indulgence, extension of time, relaxation or latitude shown, granted or allowed by SI to the Client shall constitute a waiver by SI of any of its rights and SI shall not be prejudiced or estopped from exercising any of its rights against the Client which may have arisen in the past or which may arise in the future.

28 PRICING

Rates are quoted in South African Rands.

Rates exclude any levy or tax, which may, in future, be levied by any public or government authority or other authorised body.

These rates are valid from dates outlined per above

STANDARD EVENT TERMS

All products and services quoted are subject to availability at the time of the enquiry. Original Products and Services held maybe changed and the Supplier reserves the right to do this. However, the Supplier shall endeavour to provide the Client with a Product equal in quality and comfort. SI reserves the right to manage its Function inventory for its optimal use taking whatever appropriate action at its



Sole discretion to release, reduce or change its Function inventory held on behalf of the Client where it has become apparent to SI that the aforesaid inventory will not be taken up by the Client for the original event intended.

Should the Client wish to use a pre-function area as an exhibition area, the Company shall hire all affected Products and services

The Supplier reserves the right to approve all items intended for exhibition, signage or display requested by the Client. The Supplier permits no signage except for the Clients own Stationery.

No food or beverage may be brought into any Venues by the Clients for consumption on the premises.

All day functions must terminate by 17h00. All evening functions must terminate by 24h00, except where otherwise advised.

All menus and wines chosen are subject to availability. Wine vintages cannot be confirmed and are subject to availability.

The Supplier must be given prior written notice of the intention of a Clients to employ a third party(ies) and the Supplier reserves the right to object to the employment by Client any persons in connection with any Function.

Rain plan or inclement weather venues are allocated subject to availability and at the discretion of the Supplier. All rain plan venues are tentative - and hence subject to change without prior notification.

The Supplier shall not be held responsible for loss or damage to any property or any item of equipment, furniture, stock or like brought onto the premises by the Client or its guests. Likewise, the Supplier shall not be held responsible for death or bodily injury arising from any cause whatsoever to the Client or its guests.

The Client shall be held responsible for any damage caused to the contracted Products , and the furnishings, utensils and equipment therein, by any act of the Client or its guests, and shall pay to the Supplier on demand the amount required to make good or remedy such damage.

Programme Arrangements are agreed and finalised with the Events Co-ordinator on or before Final Numbers Date, failing which the Supplier reserves the right to move a function to a venue/s which offers similar facilities or to reduce or release the venue/s previously allocated for the group.

Prices cannot be guaranteed, due to annual inflationary & producer price increases. An annual increase of 10-15% can be assumed.

SIGNED AT _____ ON _____

for Client

Witnesses:

1. _____

2. _____

Who warrants that s/he is dully authorised

NAME _____

DESIGNATION _____



SIGNED AT _____ ON _____

for Wedding Party

Witnesses:

1. _____

2. _____

Who warrants that s/he is dully authorised

NAME _____

DESIGNATION _____