

**THIS AGREEMENT IS BETWEEN:**

**KRAAL RESTAURANT PTY LTD** (referred to as *'Kraal Restaurant'* or *'The Restaurant'*)

and **"The Client"**

ID No. \_\_\_\_\_

All reservations for private banquet functions are booked upon and subject to the rules and regulations of **The Restaurant** and the following terms:

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

<b>GARDEN</b> - Weather permitting	<b>PLEASE SELECT</b>	<b>PLEASE SIGN</b>
As per Restaurant Rate Card ( <i>Minimum Numbers</i> )		
<b>FRONT DECK</b> - Weather permitting	<b>PLEASE SELECT</b>	<b>PLEASE SIGN</b>
As per Restaurant Rate Card ( <i>Minimum Numbers</i> )		
<b>OLIVE ROOM AND BACK DECK</b> - Weather permitting	<b>PLEASE SELECT</b>	<b>PLEASE SIGN</b>
As per Restaurant Rate Card ( <i>Minimum Numbers</i> )		
<b>INSIDE MAIN AREA</b>	<b>PLEASE SELECT</b>	<b>PLEASE SIGN</b>
As per Restaurant Rate Card ( <i>Minimum Numbers</i> )		
<b>ENTIRE RESTAURANT</b>	<b>PLEASE SELECT</b>	<b>PLEASE SIGN</b>
As per Restaurant Rate Card ( <i>Minimum Numbers</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 5-hour use of the event venue.
- First come first serve basis. Deposit required to secure date.

**2. SERVING TIMES**

Meal Type	Time	Access
Breakfast	07:00 till 11:30	30 min before
Lunch	12:00 till 17:00	30 min before
Dinner	17:30 till 21:00	30 min before

**3. STAFF CHARGES**

**The Hotel's** 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 **The Hotel** 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 5-hour event  
An 5-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 **Restaurant 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 an event. Our team of experienced chefs will see to it that every meal is delectable. Our menus are flexible to accommodate **The Client's** personal requirements. For us to plan and prepare **The Client's** menu of choice, **The Client** must confirm the **menu**

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

**selection, the final number of guests, and make payment in full two weeks before the event.** Please note that menu prices are subject to change. Also, take note that **The Restaurant** does not permit **The Client** to bring any additional food or beverages onto the premises without written permission from Management having been granted three weeks before the event.

For children under the age of twelve years a delicious children's menu is available and charged accordingly.

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. Guests occupying a chair and not consuming a meal will be billed an entrance fee of R200 per person.

Menu Prices at the rates shown on the **Restaurant Rate Card**.

Meal Options	
Monday to Friday: Breakfast	A la Carte
Saturday, Sunday and Public Holidays: Breakfast	Buffet
All other serving times	A la Carte
Monday to Saturday 14:00 till 17:00	High Tea

Copies of menus can be found at <http://thabahotel.co.za/kraal-restaurant/restaurant-menus/>

- **The Restaurant** does not allow takeaways for High Tea and Buffet meals.
- **The Client** is allowed to bring in a birthday cake for the special event.

#### PLEASE NOTE:

Given the frequent fluctuations of the South African Rand against other major currencies, and the historical drought affecting the country's agricultural industry, our food and beverage prices are subject to pricing updates up to 30 days before the reserved event dates. Pricing updates may be necessary to take into account unforeseen inflation, caused by cost variations on imported products, and supply shortages experienced with local produce.

Prices include a specific food allocation as per the applicable menu. There will be additional charges for any additional food items ordered.

#### Outside Catering

**THABA ECO HOTEL** has in-house catering. Should there be any special catering requirements such as Kosher or Halaal food, **The Restaurant** will outsource it at an extra charge. To accommodate Kosher or Halaal dietary requirements, **THABA ECO HOTEL** has approved caterers to assist with menus. Please note that **The Restaurant** only uses their approved caterers for this purpose. The Coordinators will provide quotes for special meals and requirements. To comply with health and safety standards, Clients and guests may not bring any food or beverages onto the property, without written consent from **The Restaurant** Management having been granted three weeks before the event.

#### 5. BAR SERVICE

The bars at **THE RESTAURANT** are fully licensed and require **The Client** to give a written brief regarding their bar requirements for their specific event. **THE RESTAURANT** offers the following bar services:

<b>PREPAID LIMIT BAR</b>	<b>FULL BAR</b>	<b>The Client</b> to pre-pay for <u>all</u> drinks consumed during the event.
<b>PREPAID LIMIT BAR</b>	<b>SELECTED BAR</b>	<b>The Client</b> to pay for <u>selected</u> drinks consumed during the event.  Certain categories of drinks may be excluded (e.g. <i>spirits or shooters</i> ) but not certain brands.  <b>The Client</b> is required to pay the prepaid portion <u>before</u> the event.  Should <b>The Client</b> wish to increase the limit during the event <b>THE RESTAURANT</b> 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.  <b>The Client</b> may request that guests pay for their drinks once the set limit is reached.
<b>OWN ACCOUNT BAR</b>		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 **The Restaurant**.

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 **The Restaurant** is a cashless environment and that the methods of payment mentioned above apply.

The drinks and wine menu are available on **Thaba Eco Hotel** website [www.thabahotel.co.za](http://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. **The Restaurant** 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.

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

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

**The Restaurant**, 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.

**The Restaurant** 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.

## ADDITIONAL ITEMS FOR HIRE

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

Please note that **The Restaurant** 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 **The Restaurant Event Coordinator**. Due to the demand for the venues, **The Restaurant** 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 **Restaurant Rate Card** should any event continue past the 5 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 **Restaurant 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, **The Restaurant** will furnish a Pro Forma invoice. **The Restaurant** requires a copy of **The Client's** ID or passport, signed Agreement and proof of payment. Once the payment has cleared in **The Restaurant** bank account and **The Restaurant Event Coordinator** has checked that all documentation is correct, **The Restaurant** will send to **The Client** the 'Letter of Acceptance' as confirmation.

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

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

In the event of non-payment of these fees within the specified time, **The Restaurant** 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 **The Restaurant**, 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 **The Restaurant** 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
<b>More than 120 days</b>	100% refund.	
<b>91 to 120 days' notice</b>	Full <i>Event Venue Hire</i> and 25% charge of the total Event Invoice, difference refundable.	
<b>61 to 90 days' notice</b>	Full <i>Event Venue Hire</i> and 50% charge of the total Event Invoice, difference refundable.	
<b>31 to 60 days' notice</b>	Full <i>Event Venue Hire</i> and 75% charge of the total Event Invoice, difference refundable.	
<b>Less than 30 days' notice</b>	Full deposit and 100% charge of the total Event Invoice, no refund.	

All cancellations must be in writing and e-mailed to the relevant **The Restaurant Event Coordinator** with a copy to [krbookings@thabahotel.co.za](mailto:krbookings@thabahotel.co.za). **The Client** must ensure that they receive confirmation of receipt of their e-mail of cancellation from **The Restaurant**.

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

Please note that **The Restaurant** only pay reimbursements using EFT on the 15- of each month.

## 11. PAYMENT METHODS

Please take note that **The Restaurant** is a cashless environment.

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

<b>Banking details:</b>	Account Name	<b>KRAAL RESTAURANT</b>
	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 **The Restaurant** to ensure that guests using the facilities comply with our cashless environment. **The Restaurant** has 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 Clients** 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 **The Restaurant** meets **The Clients'** expectations. **The Restaurant 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 Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

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 **The Restaurant** 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 **The Restaurant**, the costs will be passed on to **The Client** for reimbursement.

#### 14. GENERAL

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

#### 15. RISK / LOSS DAMAGES

**THE RESTAURANT** 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 **The Restaurant**.

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

#### 17. FORCE MAJEURE

If for any reason whatsoever beyond its control **The Restaurant** 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 **The Restaurant** 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 **The Restaurant** 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 **The Restaurant**. Any damages to **The Restaurant** 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 **The Restaurant** 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 **The Restaurant** recommends suppliers based on the quality of work that they have previously done, **The Restaurant** does not take responsibility for their service provided.

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

**23. INVOICE DETAILS**

<b>Person responsible for account</b>	
<b>Contact Number</b>	
<b>Email Address</b>	
<b>Bank Details</b>	
<b>Account holder</b>	
<b>Bank</b>	
<b>Branch</b>	
<b>Account number</b>	

**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;

**The Restaurant** will be entitled to cancel this agreement immediately if **The Client** is in breach of agreement and **The Restaurant** 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 **The Restaurant**, was reckless.

**DISCLAIMER**

Use of **The Restaurant** premises and its facilities are entirely at **The Client's** risk. **The Restaurant** 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:**

<b>Full Name and Surname</b>	
<b>ID Number</b>	
<b>Physical Address</b>	
<b>Cell Number</b>	
<b>Landline Number</b>	

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

**Written confirmation from The 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 **The Restaurant** 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 **The Restaurant** 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 **The Restaurant** 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 **The Restaurant** 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

\_\_\_\_\_  
**THE RESTAURANT Event Coordinator** - Name and Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**THE RESTAURANT Manager** - Name and Signature

\_\_\_\_\_  
 Date

The Restaurant Event Coordinator to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_