

Riverside Country Estate Terms and Conditions

We are delighted that you are considering having your wedding with us. We are passionate about making your day special and giving you the best possible service and making sure everything is in place and as you want it. To do this we have put together these terms and conditions to be fair to everyone and so that you know exactly what to expect from us and what is needed from you to make your dream day a reality.

Booking your all important date

Given that dates are limited and are therefore in demand we need to be fair to everyone and make sure that if you are first in line that you get to choose the best date for you. Of course this means we need to be fair to everyone so dates are thus booked on a strictly first come first serve basis. Payment of the booking fee described below is the only way to secure the date.

Payment terms and conditions

1. Booking Fee

- 1.1. The payment of a non refundable booking fee is required to cover the administrative costs of securing and booking your preferred date.
- 1.2. The non-refundable booking fee is only refundable under the following circumstances:
 - 1.2.1. As per the consumer protection act you have the right to a cooling off period of 7 (seven) days. 100% of the booking fee will be refunded if you choose to cancel within this timeframe.
 - 1.2.2. 80% of the booking fee will be refunded should you decide to cancel after an additional 14 days of making your booking.
 - 1.2.3. No refund will be made of this booking fee after this 21 day period has elapsed.
 - 1.2.4. Should you wish to change or move your date after this period has elapsed you will unfortunately have to pay the booking fee associated with the new date.
- 1.3. Should payment of the booking fee not be received after making a reservation for a specific date you will be notified and your date will remain a provisional date for a further 48 hours after which the date will automatically become available to other clients for booking.



2. Payment for goods and services

We pride ourselves on giving you the best service and attention and are here to assist you in planning your special day. To keep us all on track we have put together the following payment plan to assist you financially and to ensure we remain on track to making your dream day the best day ever.

Payment plan / Schedule and terms

Timeline	Date	Client Responsibility	Venue Responsibility
Booking Fee		Payment of non-refundable booking fee *(see 1.1 Above)	Booking of date and venue and reserving the date for the client. Preparation of detailed quote.
6 months prior		Acceptance of quote and payment of 25% of quoted amount	Full quote with all client requests and requirements.Booking of external service providers and equipment & decor
4 months prior		50% of accepted quote	2nd meeting - Any amendments finalised Booking of remaining or additional external service providers, equipment & decor
3 Month prior		75% of approved Quote and Proforma Invoice	Final meeting - Last min changes and requests
21 Days prior		Final Numbers and 100 % Payment of Invoice	Place all final orders for food, decor, flowers as special orders (subject to 100% cancelation fee from this date onwards)
On the Day		Payment of any on the day Extras requested by couple and any outstanding bar tabs	Make your day special day the best day ever
14 Days After		Happily ever after	Repayment of breakage deposit less any documented breakages or outstanding on the day amounts

- 2.1. The above payment plan is offered to you in order to assist you.
- 2.2. Note that goods and services will not be provided unless full payment is received.
- 2.3. Should payments not reflect in our bank account within 24 hours of the due date :
 - 2.3.1. Your booking will revert to a provisional booking and you will be given 7 days to make the required payment. Failure to do so will result in the date being released and your function will be moved to an off peak period at the discretion of Riverside Country estate.



3. **General payment terms**

- 3.1. Goods and services will not be provided unless payment in FULL has been received 10 days prior to the date of your wedding.
- 3.2. Should payments not be received as per the payment schedule and terms, we reserve the right to cancel the booking , without any liability, after giving the client final notice to the client to settle all outstanding amounts.
- 3.3. Acceptable payments include Cash, EFT & Credit Card .
- 3.4. We are unable to process American Express and Diners Club Cards.
- 3.5. Any refunds due will be made by way of EFT into your bank account and only to bank letter confirmed bank accounts.
- 3.6. All bar tabs to be settled before the departure from the venue.
- 3.7. Breakage deposit refund will be made 14 days after the event. Money will be retained to cover any outstanding amounts including breakages, losses, extra overtime, additional on the day items, guests or outstanding bar tabs.

4. **Cancellations and Postponements**

4.1. **General terms:**

- 4.1.1. Cancellations and or postponement notice must be given in writing
- 4.1.2. The booking fee is not refundable after 21 days of the provisional booking date.
- 4.1.3. Refunds are subject to the terms and conditions below and applies to the venue hire portion of the total cost of the function.
- 4.1.4. We reserve the right to release any booking, without liability, after giving notice to the client if the terms and conditions are not met.
- 4.1.5. **Special Order Items**, as defined in the Consumer protection Act No.68 of 2008 - hereinafter referred to as "the CPA" are items which are, for obvious reasons excluded from the provisions of refund and cancelation as the costs associated with the ordering, procurement or manufacturing of these items may have already commenced and therefore may not be canceled. Food, beverages, decor, entertainment (including DJs etc) all become Special orders 14 days prior to the function date and therefore can not be refunded upon cancellation or postponement.

4.2. **Cancellations**

- 4.2.1. **Immediate cancellation:** refunds will be calculated based on a graduated scale of forfeiture (in percentage) based on the venue hire amount paid in advance, less the booking fee and or any "**Special-order Goods**"(as directed by section 17(4) of the CPA) The refund is based on



the probability of rebooking the date, acting diligently on our part to do so. The refund is calculated from the time the cancellation is received in writing until the cancelled date.

Period between	% of venue hire paid that is forfeited- excluding non refundable booking fee	Basis upon which reasonable refund forfeit (charge) is based
0 - 3 months prior	100 %	Highly unlikely that the booking can and will be rebooked
4 - 6 months prior	60 %	Potential for short term and discounted booking
6 - 8 months prior	30 %	Average booking period for wedding is 9 - 12 months in advance
10 - 12 months prior	0%	High probability of rebooking the date

4.2.2. Cancellation based on rebooking : Should the date be rebooked the refund will be calculated on the following basis:

Refund Amount = (Canceled Booking venue hire) - (New booking venue hire)

- 4.2.2.1. Refund amount will only be to a maximum of 100% cancelled date venue hire amount
- 4.2.2.2. Any deficit will be considered a loss due to reduced income on the cancel date

4.3. Postponements

- 4.3.1. The booking fee for your date is not refundable after 21 days of making the booking. **One** free date change will be allowed if your date is changed 8 months or more prior to your original date.
- 4.3.2. A new booking fee will apply when booking a new date after 8 months to your original date
- 4.3.3. Other payments made in terms of your booking will only be transferred to a new date if :
 - 4.3.3.1. The postponed date is rebooked by a third party, then all monies paid, less the booking fee and any *Special order items*, will be transferred to the new dates selected, on condition that a booking fee has been paid for the new date.
 - 4.3.3.2. Should the postponement date not be rebooked, monies transferred will be calculated based on a graduated scale of forfeiture (in percentage) based on the venue hire amount paid in advance, less the booking fee as directed by Section 17 (4) of the Consumer Protection Act. This is based on the probability of rebooking the date, acting diligently on our part to do so, and is calculated from the date of receiving notice in writing of the postponement and the postponed date.



Period between	% of venue hire that is transferable	Basis upon which reasonable refund forfeit (charge) is based
0 - 3 months prior	0 %	Highly unlikely that the booking can and will be rebooked
4 - 6 months prior	30 %	Potential for short term and discounted booking
6 - 8 months prior	60 %	Average booking period for wedding is 9 - 12 months in advance
10 - 12 months prior	100 %	High probability of rebooking the date

- 4.3.4. Discounted, Or short-term discounts applied will be forfeited as the new date will be subject to a new quote.
- 4.3.5. Specials and seasonal discounts and allowances will be forfeited should the date be postponed as a new quote will be required for the new date.
- 4.3.6. Once the new date is booked it cannot be postponed again.
- 4.3.7. The original quote is no longer valid for the new date and must be re-quoted.

We _____ (Full Name & Surnames)
 hereby acknowledge that we have read and accept the above payment terms and conditions and that we understand the costs involved and confirm that we have the financial means to afford it. We also undertake and meet the payment plan requirements and timeline and dates.

Signature _____ Signature _____

Goods & Services Terms & Conditions

1. Venue hire

- 1.1. Venue hire is calculated based on the number of guests, the day of the week and the season in which the function is to be held.
- 1.2. A small surcharge is applicable to the venue hire rates for outsourced catering weddings and covers the unrecovered operational costs.
- 1.3. Venue hire is forfeited based on the postponement slash cancellation terms above.
- 1.4. Venue hire rates cover the cost related but not limited to, the operation, maintenance, gardens and in perpetuity running and upkeep of Riverside Country Estate.



- 1.5. Public holidays that fall on a Saturday or Sunday are subject to additional charges
- 1.6. Weekday public holidays are subject to a surcharge to cover additional costs associated with public holidays.
- 1.7. Venue hire is inclusive and no Credits are thus applicable on items not used or required.
- 1.8. The venue hire is a collective charge for, but not limited to the following:
 - 1.8.1. The selected venue from 08H00 on the day of the function, No setup or arrival will be permitted before 08H00 or After 16H00 on days where we do not have functions.
 - 1.8.2. Additional hours may be requested and may be subject to additional charges to cover staff and security personnel.
 - 1.8.3. Additional hours need to be authorised and suppliers must be notified of the hours and approvals necessary to set up outside the standard hours.
 - 1.8.4. Any Items not supplied by Riverside Country Estate can not be stored and Riverside Country Estate will not take responsibility or be held responsible for these items.
 - 1.8.5. Items and decor supplied by Riverside Country estate will be fully set up prior to your function.
 - 1.8.6. External suppliers of equipment and decor must provide their own staff to set up or decorate the venue, unless prior arrangement must be made to book and hire additional staff from Riverside to assist with the setup of these items.
 - 1.8.7. External suppliers are to supply all equipment and materials necessary for them to set up, unless prior arrangement has been made to hire this equipment and or materials from Riverside.
 - 1.8.8. Your choice of Chapel will be available from 08H00 or 12H00 on the day of your function
 - 1.8.9. All Garden ceremonies are weather dependent and may be unavailable during rain. Riverside will try to make a plan but this cannot be guaranteed.
 - 1.8.10. No non-biodegradable confetti is allowed. Any cost associated with having to clean this up will be for your account.
 - 1.8.11. The **venue hire** includes the following:
 - ❖ Barman & Waiters - 1 waiter to 20 guests
 - ❖ Tables as per your selection seating 6 - 10 guests - round or wooden
 - ❖ Standard white satin tablecloths and napkins
 - ❖ Choice of clear or white tiffany chair or amber phoenix chair
 - ❖ All standard silver cutlery and white crockery & standard Glassware
 - ❖ Podium
 - ❖ Choice of either a silver, gold or rose gold underplate
 - ❖ Designated lounge and cocktail and seating areas. Note that this furniture may not be moved and that any damages to this will be for your account
 - ❖ Buffet tables, chafing dishes burners and serving utensils
 - ❖ Designated maintained garden areas for drinks, canapés(if selected) and photographs and videos.
 - ❖ Cake table & lifter
 - ❖ Gift Table
 - ❖ Easel for seating arrangements
 - ❖ Umbrellas for shade
 - ❖ Dedicated cocktail / canapé or drinks area for guest to congregate
 - ❖ Sampra & Samro Licence fees
 - 1.8.12. The Chapel includes the following :
 - ❖ Standard white wimbledon chairs



- ❖ Signing table and chairs
 - ❖ Podium
 - ❖ Petal Stands
 - ❖ Arrival refreshment table and welcome water & mint
- 1.8.13. Parking is available with a designated parking attendant, please ensure that all valuables are securely locked away in the vehicles and are not left unattended in the venue as the venue cannot be held responsible for valuables going missing.
- 1.8.14. Riverside is a licensed venue and its liquor license conditions strictly stipulate that no alcohol may leave or be brought to the venue. Alcohol may not be consumed in the parking areas. Guests are to be informed of this and any transgression will be subject to a surcharge of R1000 per incident and will be for your account or will be deducted from the breakage deposit.
- 1.8.15. Tents, marquees, nomadic tents may not be set up without the explicit permission of the venue and the positioning of these may be subject to maintenance, safety, and location of irrigation and water piping considerations.
- 1.8.16. Jumping castles, slides, cars, vans, mobile bars or any setup will not be allowed without prior arrangement and authorisation of management
- 1.8.17. No fireworks, pyrotechnics, open flames, fire dancers, sparklers or other forms of ignited fuel may be used at the venue. All suppliers and external vendors must be approved and must have public liability insurance to fully cover their operation and supply.
- 1.8.18. License conditions stipulate that the music must be turned down after 23H00 and that the bar and venue is to close no later than 01H30 if additional hours have been booked and paid for.
- 1.8.19. Making use of your own D.J is permitted but he does need to provide the venue with a copy of his Samro license.
- 1.8.20. The Lapa area is available for hire @ R2500 should your guests wish to congregate there after the function subject to the following rules:
- 1.8.20.1. music must be kept to a reasonable level so as not to disturb accommodation guests or neighbours
 - 1.8.20.2. Damages and breakages caused by guests in this area are for your account
 - 1.8.20.3. This area needs to be arranged prior to the event to ensure its availability that there is a supply of wood and amenities.

2. **Wedding Package**

- 2.1. The wedding packages are inclusive for weddings only.
- 2.2. All items on the wedding and decor package are subject to availability.
- 2.3. Because wedding packages are all-inclusive there will be no credit for items not used.
- 2.4. The wedding package includes the following:
 - ❖ Luxury bridal dressing room available for the bride to get dressed in from 07h00 - 19h00 hours. Names of persons or service providers entering the property to assist the bride must be given to Riverside Country Estate. Snacks for the bridal suite can be arranged for while the bridal party is getting ready. Please note no snacks will be provided if only requested on the day.
 - ❖ Honeymoon suite : Available for the groom to get dressed in from 13H00 hours but no earlier than 12H00 hours with prior arrangement. The suite is refreshed during the function for the couple to sleep over on the night of the wedding. check out is strictly before 10 a.m. a late checkout fee will be charged to your account. Breakfast can be served in the dining room, as room service or as a packed breakfast.



- ❖ Pre-ceremony iced mineral water is served to your guests as they arrive. This cannot be substituted or provided at any other time.
- ❖ Pre-reception Juice Bar is served to your guests during the pre- reception. This is a selection of juices and allows for 1 glass per guest.

3. Catering

3.1. In-house Catering

- 3.1.1. The per person rate is not fixed and is subject to change based on adjustments made to the menu as well as the number of guests compared to those quoted in the estimated quote.
- 3.1.2. Riverside will do its best to provide menu prices that are in line with the original quote but it should be noted that they remain subject to change due to unforeseen economic factors and or uncontrollable supply and demand pressures
- 3.1.3. Buffet Menus are limited to a minimum of 20 guests. Note that buffet menus are not “all you can Eat”. We only charge you for and provide sufficient food to cater for the number of guests attending the function. Food health and safety protocols dictate that no food remaining in the buffet station after the function may be taken away by the client or any guests. This is to prevent the possibility of improper handling, storage and reheating of food which can result in food poisoning.
- 3.1.4. No changes to the menus or pricing may be made within 14 days prior to the function date or after the final appointment date whichever comes first.
- 3.1.5. Final menu selection and dietary requirements are required 14 days prior to the function date
- 3.1.6. Special dietary requirements which can be catered for include vegan, vegetarian, pescetarian and gluten/dairy intolerance. An applicable charge or surcharge will be levied on these meals and will either replace or will be added to the menu selected. Halal & Kosher meals are especially ordered from a certified kitchen and are charged accordingly. A delivery fee is also applicable for Halal and Kosher meals and this will be for your account. Alternatively these guests may bring in their own prepackaged meals which we will then serve together with the other meals at the appropriate time.
- 3.1.7. Children are catered for on the basis of their age and the details of these need to be included in the numbers for quoting purposes.
- 3.1.8. No facilities are available for the storage of any items including meals, cakes, pastries, desserts and or flowers. All external suppliers are to be made aware of this.
- 3.1.9. The menu will not be confirmed until all payments have been received in full 14 days prior to the function
- 3.1.10. Should you wish to bring in a traditional dish there will be a surcharge applicable to the dish per person attending the function. Additional charges may be applicable should the traditional dish require heating. A label clearly indicating that the traditional dish was not supplied by Riverside Country Estate must be displayed.
- 3.1.11. Special requests such as popcorn machines, ice cream machines, gin & beer bars etc. not supplied by Riverside Country Estate will be subject to a surcharge charged per item per person. The equipment must be manned by a competent operator at all times and must be provided by the client.
- 3.1.12. Specialists such as photographers, co- ordinators and DJ’s etc. contracted by the client must be added to the seating list and will be charged for in full.
- 3.1.13. No refunds are given for guests who fail to arrive or for guests not canceled within 14 days prior to the function or after the final appointment, where final numbers are confirmed. Should additional guests arrive at the function without prior notification the full menu cost will be



debited to your account if there has been no cancellation of other guests and provided that Riverside Country Estate is able to cater for them at the last minute.

3.2. Outsourced Catering - Halal /Kosher

- 3.2.1. Based on the regulations governing general hygiene requirements for food premises and the transportation of food regulation 962 only trade registered caterers with valid up-to-date health certificates will be allowed to cater at Riverside Country Estate.
- 3.2.2. A surcharge is applicable based on the number of guests and includes children of all ages.
- 3.2.3. A meeting prior to the event is required with the caterer to establish the requirements from Riverside Country Estate this will not include equipment, storage and refrigeration requirements as these are not available and need to be outsourced.
- 3.2.4. There are no cooking facilities available and all food is to be prepared prior to the event, the kitchen space provided is only adequate for plating and serving of the prepared food.
- 3.2.5. Riverside Country Estate does not supply any catering equipment whatsoever and caterers need to bring their own gas stoves for cooking and fridges for refrigeration if needed.
- 3.2.6. All the venues have limited preparation areas and power available.
- 3.2.7. There is no three-phase power available in any venue.
- 3.2.8. All standard cutlery and crockery will be provided by Riverside Country Estate for guest tables. This does not include serving bowls, chafing dishes, serving utensils platters etc.
- 3.2.9. All waitering and cleaning staff will be arranged by Riverside Country Estate based on the client's needs.
- 3.2.10. One waiter per twenty guests will be provided for. More waiters can be provided above the standard waitering numbers at the client's request and will incur additional costs
- 3.2.11. A staff meal must be provided by the client and catered for all staff on duty as per government agreed labour legislation. This responsibility will remain that of the caterer. Should catering not be provided for the staff an additional charge of 100 per staff member will be charged to the client to ensure all staff receive a meal.
- 3.2.12. The caterer should attend the final appointment to discuss the last details and confirm the menu with Riverside Country Estate to schedule food serving times. At the final appointment the following documents must be made available by the caterer:
 - Health certificate.
 - Occupational health and safety file as per the occupational health and safety act 85 of 1993 containing the following.
 - Company contact details letter of good standing
 - proof of public liability insurance
 - list of employees who will enter Riverside Country Estate and certified copies of ID's
- 3.2.13. It is important to note that Riverside Country Estate cannot and will not be held liable for any claims relating to problems with the food. This includes but is not limited to the timing, quality, standard, temperature, acceptability and presentation of the food.
- 3.2.14. The client further understands and agrees that Riverside Country Estate's public liability cover will not cover or entertain any claims relating to the quality of food.

4. Accommodation

- 4.1. Accommodation is available on a bed and breakfast basis.
- 4.2. Dinner can be provided by arrangement.
- 4.3. No self service catering facilities are available.



- 4.4. Rooms are available for check-in at 14H00
- 4.5. Early check-in and late checkout fees will apply and only authorised by management.
- 4.6. Bookings are only confirmed once full payment reflects in the Riverside Country Estate bank account and the guest or function host has received a booking confirmation.
- 4.7. We regret that all bookings cancelled within 14 days of the scheduled function or results in forfeiting the full amount paid for the reserved accommodation facilities.
- 4.8. Guests are welcome to check into their accommodation between 14h00 hours to 16h00 hours on the date of the function. late arrivals can be accommodated by prior arrangement.
- 4.9. Riverside Country Estate does not accept any liability for loss of or damage to any valuables or property belonging to guests or their visitors.
- 4.10. Riverside Country Estate is a strictly non-smoking establishment and smoking is not allowed in any of the accommodation rooms, including the suites, dressing rooms or inside the venue areas. A cleaning and sanitation fee of R1000 will be levied if this term is broken and will be charged to the guests account or to that of the function host.
- 4.11. A cleaning fee will apply to cleaning of soiled or stained linen, carpets, soft furnishings or bedding.
- 4.12. It is the sole responsibility of all guests to plan for adequate insurance coverage on all valuable items prior to arrival at Riverside Country Estate. This includes but is not limited to photographic equipment, laptops or other electronic devices, jewellery cash and vehicles.
- 4.13. Whilst every attempt has been made by Riverside Country Estate to ensure the safety of guests and their possessions while using the facilities and accommodation on the property, Riverside Country Estate does not accept liability for any loss or damage to the clients or guests property whatsoever and the client and guest ultimately remain responsible for keeping their valuables and belongings safe.
- 4.14. The client will be responsible for the actions of his or her guests. All damages and theft to Riverside Country Estates property or any other form of loss or damage caused by any persons associated with your function will be charged to your account. This includes accommodation, public areas and any section of the property.
- 4.15. Should Riverside Country Estate suffer any loss or damage because of an act or omission by a guest or visitor of a function the function host who booked the accommodation will remain liable for full reimbursement of such loss or damage incurred and will be charged accordingly.
- 4.16. Riverside Country Estate always reserves the full right of admission and accepts no liability for any loss or damage that may result from the legal and reasonable exercising of such rights.
- 4.17. Should Riverside Country Estate at any time need to exercise this right no reimbursements or refunds will be made in this regard.
- 4.18. If a room key is lost or taken home by a client R150 will be deducted from the breakage deposit or an invoice will be issued to the appropriate guest.
- 4.19. Should you make use of a day room please note that the fee charged is from 08h00 - 17h00 - if you would need this room for a longer period the full accommodation room rate will be charged.

5. **Bar & Beverages**

- 5.1. Prices are subject to change without prior notice. Riverside Country Estate will endeavour to keep price increases to a minimum and in line with supplier increases and government levies and taxes.
- 5.2. Payment options
 - 5.2.1. **Cash bar** : all guests pay for their own drinks and settle any bar tabs directly on the day of the function. Any guests bar tabs not settled will be for the clients or function hosts account.



- 5.2.2. **Prepaid Bar amount:** This amount is payable upfront and your account will be credited with this amount. As the client you can specify the drinks you would like to include in this prepaid amount. Permitted drinks will be charged against this amount and you will receive regular updates from the barman or co-ordinating staff on this. All drinks not included on the prepaid list will be for the guests own accounts.
- 5.2.3. **Bar Tab :** This can be opened on the night but must be settled in full by way of cash or credit card on the night or before departure.
- 5.3. No alcohol may be brought onto Riverside Country Estates property by guests nor may such alcohol be consumed in the parking area or any other part of the venue. Should this happen, Riverside Country Estate reserves the right to impose a surcharge of R1000 per infringement or to deduct such monies from the breakage deposit.
- 5.4. All beverage orders or special requirements must be placed 14 days prior to the function or must be confirmed at the final meeting. Special orders must be paid in full prior to ordering and subject to a markup. All special orders paid for must be taken at the end of the function.
- 5.5. Items not listed on Riverside Country Estates beverage list may be brought in by the client and a corkage fee will be levied on these items. Consult the beverage list for applicable corkage fees
- 5.6. External beverage suppliers will be subject to a surcharge. Should the supplier substitute a service provided by Riverside Country Estate, then the surcharge will be the cost of this service substituted
- 5.7. Overtime is charged under the beverage account on the point of sale system to reflect that the service was rendered and paid for. Overtime is charged after the allotted and agreed function hours have elapsed. This includes overtime that was prepaid so as to reflect on the account that overtime was used.
- 5.8. All beverages are subject to availability and price at the time of ordering.
- 5.9. Unless overtime is paid for and arranged the bar will call last round 30 min prior to the end time of the function, after which cash-up will be done and no further alcohol or drinks sales will be available.

6. **Additional Decor Hire and or Charges**

- 6.1. Additional charges cover items not included in the venue hire or wedding package.
- 6.2. examples of additional charges include but are not limited to the following:
- 6.2.1. Public address system and microphone if not provided by DJ
- 6.2.2. Projector and projector screen
- 6.2.3. stage and additional backdrops
- 6.2.4. additional fireplaces if requested
- 6.2.5. additional staff to assist any external vendors such as specialists florists that may need assistance of carrying placing and directing decor and flowers
- 6.2.6. additional security
- 6.2.7. Removal and resetting of draping- should the roof draping not appeal to you this can be removed at a charge please note that should you require additional draping or draping that will potentially be attached to our roof wall or fixtures this may only be done by Riverside Country Estate. No other supplier without prior authorisation may erect or attach any decor draping or lighting without management authorisation. Damage to all or part of any roof, wall or fixture will be charged to the function hosts account.
- 6.2.8. Function Additional draping and additional strips of fairy lights can be arranged and can be requested, the costs of this will be reflected on the function quotation
- 6.2.9. Additional areas over and above those that are included will be charged for.

7. **External Decor Suppliers**



- 7.1. Venue will only be available on the day of the function. If additional hours are required for decor setup this can be quoted for separately as additional venue hire rates will apply.
- 7.2. All outsourced decor must be removed at the end of the function as no storage facilities are available.
- 7.3. All damages and breakages caused by the external supplier will be charged to the function account.
- 7.4. In the case of external florists and perishable decor, there is no cold storage nor is there any designated work area and the supplier must provide for this in their cost and is responsible for all cleanup and removal of waste.
- 7.5. The venue does not take responsibility for any outsourced decor nor is it responsible for any damages or losses of such.
- 7.6. Externally supplied crockery, cutlery and glassware will not be washed or cleaned and will be packed directly into the containers supplied.

8. Photography / Videography

- 8.1. Function hosts, their guests & suppliers are reminded to remain in their designated areas to avoid inconvenience in other weddings or functions that may be hosted elsewhere on the property.
- 8.2. It remains the responsibility of the function host to avoid areas not designated to them.
- 8.3. The use of drones (RPAS) is prohibited as per the SACAA a regulations part 101.01.2(1) & (2), unless the operator (Pilot) is in possession of all the legally required documents and has obtained operating permissions from the relevant air traffic control unit (in this case OR Tambo International Airport) as well as written permission from the owner of the property.

9. General Terms & Liabilities

- 9.1. Should any disagreement or claim arise, the applicants hereby consent to the jurisdiction of the magistrates court irrespective of the amount of the claim.
- 9.2. Neither Riverside nor its employees permanent or outsourced will be held liable for any loss or injury to persons or property due to negligence or any other cause whatsoever
- 9.3. No animals are permitted on Riverside Country Estate without prior permission from management
- 9.4. Functions at Riverside Country Estate are private and the client is liable for any damage or loss to the property caused by any guests invited or otherwise that is associated with the client period in this case the cost of replacement and or repair will be charged to the function host account.
- 9.5. The client is fully liable for the actions of all service providers and their employees employed by the client should they in any way damage or remove property.
- 9.6. Riverside Country Estate shall not be held liable for the interruption of services such as electricity, water or sanitary services at the venue or any occurrence that may affect the provision of such services. We have made provisions to have a working generator and backup water supply, however, this is no guarantee that such services will not be interrupted.
- 9.7. Should Riverside Country Estate not be able to hold the function on our premises all payments received will be credited as full and final settlement we reserve the right however to accommodate the client in alternative facilities or on future dates on the property. Riverside Country Estate reserves the right to cancel any booking forthwith without liability on its part in the event of any damage to or destruction of the Venue by fire shortage of Labour strikes industrial unrest or any cause beyond its control. Riverside Country Estate shall not be held liable for additional costs incurred by the client.



- 9.8. Riverside is not responsible to monitor guests who are not invited or should not attend a function or who has reasons to disrupt the function. This remains the sole responsibility of the function host and a designated person shall be placed at the gate 4 arrivals if necessary.
- 9.9. No weapons concealed or otherwise, narcotics or illegal items are permitted on Riverside Country Estate, persons contravening this shall immediately be removed from the premises.
- 9.10. These terms and conditions represent the entire agreement and understanding between the parties. Any other understandings, agreements, warranties, conditions, terms or representations whether verbal or written, expressed or implied are excluded to the fullest extent permitted by law. We reserve the right to update and amend these terms and conditions periodically.
- 9.11. Riverside is situated on a natural wetland and so you acknowledge that you have been made fully aware of and appreciate the real dangers and risks that are associated with the fact that this includes a flowing river on the property as well as the presence of, reptiles, birds and insects and the bodily harm, injury, death and/or loss of property which may arise as a result of an encounter with and/or the presence of a flowing river, animals and/or reptiles and/or birds whilst on the premises or property of Riverside Country Estate. You further undertake to make all your guests aware of this fact, particularly those with children and you agree to ensure that no children are left unattended and that they are to be under full adult supervision by yourself or your guests at all times.

10. **Force Majeure**

- 10.1. Neither party to this agreement will have any responsibility to the other nor may any party to this agreement be deemed to be in breach of this agreement or otherwise liable to the other because of delay or failure in the performance of any obligations in terms of this agreement if and to the extent that such delay or failure is due to any falls beyond its reasonable control or is caused by Force majeure (Defined Below).
- 10.2. "*Force majeure*" means all acts or events that are neither controllable no predictable and therefore independent of the will of either or any party or of its subcontractors especially but not limited to any act of God, fire, national disaster, quarantined, theft, explosion, war, riot, revolution, strike, or other industrial action, essential supply difficulties, political turmoil, earthquake, subsidence, flooding and irredeemable non-performance by a third party.
- 10.3. A party whose performance of its obligations under this agreement is delayed or prevented must:
 - 10.3.1. Immediately notify the other party of the nature extent effect and likely duration of the circumstances constituting the *force majeure*.
 - 10.3.2. Use all reasonable endeavours to minimise the effect of the *force majeure* on the performance of its obligations under this agreement and
 - 10.3.3. Must subject to clause 10.3.4 immediately after the *force majeure* event has ended notify the other party and resume full performance of its obligations under this agreement
 - 10.3.4. if any force majeure or delays or prevents the performance of any of the obligations of either party for a continuous period of more than 180 days the party not so affected will be entitled to give notice to the affected party to terminate this agreement specifying the date (not less than 7 days after giving notice) on which termination will take effect. It is recorded that the incapacity of either party to act due to *force majeure* circumstances will not be construed as a breach of this agreement

11. **Confidentiality & Protection of Personal Information**

- 11.1. Certain documentation as requested will contain personal information as defined in the protection of personal Information Act 4 of 2013 (POPI Act), and by signature of this agreement you give consent to;



- 11.1.1. Riverside Country Estate processing your personal information
- 11.1.2. Riverside Country Estate’s procurement or any other operator, as defined in POPIA, to process the personal information. The processing of this information will be in line with the purpose for which it was collected for.
- 11.2. Riverside Country Estate will:
 - 11.2.1. Treat all your personal information is strictly confidential
 - 11.2.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing accidental loss destruction or damage alteration disclosure or Access
 - 11.2.3. promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information.
- 11.3. Any additional requests for personal information will be made in writing and consent obtained from you if you so choose.
- 11.4. The full version of our POPI Policy is available on our website.

12. Indemnity

Although every precaution necessary will be taken to prevent accidents, Riverside Country Estate nor any of its employees agents, guests facilitators, representatives or anyone acting on its behalf shall be held liable for any injury sustained or damage suffered by its clients, their guests or service providers, including any physical, emotional, psychological or however caused to the client / guests whilst under the control of Riverside Country Estate, be it because of negligence or otherwise. Riverside Country Estate shall further be indemnified and held harmless by the applicant against any claim of whatsoever nature and however arising weather in contract or delict, which may be brought against Riverside Country Estate its members employees agents guests facilitators by any other third-party.

I / we _____ (Full Name & Surnames)

hereby acknowledge that I / we have read the above goods and services conditions and that we understand the contents and confirm that we accept them.

Date of Wedding: _____

Signature _____ Signature _____