



INIMITABLE

Terms and Conditions:



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

1. Confirmation of Booking:

- 1.1. This contract will come into operation upon receipt of payment of the non-refundable deposit of 50% of the venue fee.
- 1.2. INIMITABLE will provisionally reserve the date requested for a period of 14 days from initial enquiry. Should the deposit not be received and accompanied by a bank certified proof of payment within 14 days, INIMITABLE is under no obligation to reserve the date nor perform any other duties, as set out in this contract.
- 1.3. It is the duty of the CLIENT to ensure that a bank certified proof of payment is supplied to INIMITABLE within the 14-day period as mentioned in 1.2 above.
- 1.4. Should the client pay the deposit, it will automatically be accepted as the CLIENT's full acknowledgment and acceptance of the terms and conditions as set out in this document.
- 1.5. No third party is allowed to change, add on, re-quote, adjust or manipulate in any way, the prices and rates of INIMITABLE. It remains the CLIENT's responsibility to ensure that all costs and prices are quoted by INIMITABLE.
- 1.6. Please note that INIMITABLE only accepts functions of 100 people or more. Should the CLIENT's function be below this minimum requirement, the CLIENT will be responsible for the difference in guests to reach the minimum of 100.
- 1.7. To confirm a booking, a copy of the signed contract and a bank certified proof of payment must be mailed to INIMITABLE.
(info@inimitablevenue.co.za)

Name: Inimitable Group
 Bank: First National Bank
 Account: Cheque Account
 Account Number: 62 608 73 41 42
 Branch Code: 25 67 55
 Reference: Your name + wedding date. (EG: Sharon01/10/2018)



2. Payment:

- 2.1. The final outstanding amount/ balance and any additional costs must be paid in full at least 30 days before the event.
- 2.2. Payments should be made in the following manner:
 - 2.2.1. 50% of venue hire immediately to book the venue/date.
 - 2.2.2. 50% of the package fee payable at least 6 months before the function date
 - 2.2.3. The remaining 50% of the package fee payable at least 3 months before the function date.
 - 2.2.4. The difference of the invoice at last 30 calendar days before the function date in order to complete full payment.
- 2.3. Additional services requested must be settled in accordance with 2.1 and 2.2 above.
- 2.4. If a booking is made within 30 days of the function, full payment as well as all required documentation will be required immediately/ within 24 hours of booking.
- 2.5. INIMITABLE only accepts EFT (Electronic Fund Transfers).
- 2.6. Payment due dates must be strictly adhered to to avoid interest charges and/ or the cancellation of booking.
- 2.7. INIMITABLE reserves the right to cancel any bookings without notice and/or liability to the CLIENT, if the CLIENT does not adhere to the payment dates.
- 2.8. The final number of guests must be confirmed 30 days prior to the date of the function.
- 2.9. If payment is not received before the function date, INIMITABLE will not be able to host the function.
- 2.10. A surcharge of R155 (ex VAT) per head will be charged for any external caterers. External caterers will ONLY be allowed when it comes to Kosha/ Kosher Meals where the venue cannot meet the requirements, Halaal/Halal catering; and in special circumstances where a written agreement is made between a founder of Inimitable and the client.
- 2.11. In aforementioned circumstances (as laid out in 2.10 above), the client will be billed individually for any and all items which appear, or could in future appear, on the "Inimitable Packages Document." This includes, but is not limited to, any services that fall outside the offerings of the "Venue Hire Packages."

3. Damages/ Breakage Deposit:

- 3.1. A breakage deposit is required from the CLIENT when booking INIMITABLE. This breakage deposit will be added to your venue hire cost and is refundable, should there be no breakages or damages.
- 3.2. The breakage deposit is in place to protect INIMITABLE from damages such as, similar to, but not limited to:



- 3.2.1. Permanent marks on walls, floors, furniture etc.
- 3.2.2. Damage to furniture by either the CLIENT, their GUESTS or their SUPPLIERS.
- 3.2.3. Breakages or loss of any glasses, crockery, cutlery etc.
- 3.2.4. Damages and/or breakages of any hardware on doors, cabinets or windows; including, similar to, but not limited to, handles, taps, frames, hinges, shower heads, basins, and the likes.
- 3.2.5. Damages to any and all kettles, Nespresso™ machines and other such room accessories.
- 3.3. If any fire equipment/ fire prevention equipment is used/tampered with, stolen/ lost or misplaced during the wedding, the CLIENT will be responsible for the amount to replace/ return it back to its standard.

4. Set-Up and Breakdown:

- 4.1. Set-Up of the wedding/function must be done during INIMITABLE office hours, which are hereby stated as 07:00 to 17:00.
- 4.2. Should additional set-up time be required for extreme circumstances, INIMITABLE reserves the right to charge the client for staff overtime wages and other expenses that may occur due to the aforementioned.
- 4.3. INIMITABLE will not be held liable for any loss or damage to items outsourced by the CLIENT.
- 4.4. Should the breakdown of the CLIENT function not be done within the office hours, as defined in 4.1, the venue reserves the right to charge the CLIENT for staff overtime.
- 4.5. INIMITABLE will be responsible for its own breakdown and not for Décor, flowers and/or hired items.
- 4.6. All floor layout plans and set-up plans must be signed off by the CLIENT and sent to INIMITABLE no later than TEN DAYS before the function.
- 4.7. Should INIMITABLE incur any additional costs for additional set-up and breakdown, this will be added to the breakage deposit mentioned in section 3.

5. INIMITABLE Staff:

- 5.1. INIMITABLE staff will work until 00h00 on the day of the event/function.
- 5.2. INIMITABLE staff will be responsible for the clearing of tables, general waitressing which includes service of food.
- 5.3. INIMITABLE staff will not be responsible for taking of bar orders outside of the canapés service time.
- 5.4. INIMITABLE will provide the CLIENT with an adequate amount of waitrons, bar staff and INIMITABLE staff for your event/function.

6. Bar Facilities:



- 6.1. INIMITABLE is a fully licensed venue and will, to its best ability, meet the CLIENT's beverage requirements for the event/function.
- 6.2. The bar will be managed by INIMITABLE staff only and will not be outsourced to the CLIENT or any other party.
- 6.3. The Bar accepts cash, bank card transactions, Zapper™ and Snapscan™ unless otherwise arranged by the CLIENT and INIMITABLE.
- 6.4. Bar Tabs will not be opened.
- 6.5. No bank cheques will be accepted as payment at the bar.
- 6.6. We sadly do not accept Diners Card and American Swiss.

7. Corkage Fee:

- 7.1. Champagne/ sparkling wine/ MCC or any other variant as well as wine will be charged at R80 per 750ml bottle.
- 7.2. Hard liquor/ spirits that are not stocked by INIMITABLE, that the CLIENT wishes to bring in, will be charged at R250 per bottle.
- 7.3. No more than 10 bottles of spirits will be allowed onto the premises.

8. Venue Renting Hours:

- 8.1. Venue Hire will start from 10:00 on the day of the CLIENT's function and will conclude at 24h00 on the night of the function, however Sunday functions will conclude at 22:00.
- 8.2. Should the CLIENT wish to extend these times, a charge of R2500 Excluding VAT (Two Thousand and Five Hundred Rand Only) will be charged per hour.
- 8.3. Morning/Lunch functions can only be held between 09:00 and 16:00.
- 8.4. INIMITABLE reserves the right to control the volume of the music during the function.

9. RESTORATION:

- 9.1. It is the CLIENT's obligation to ensure that the venue and all rented space is restored to its original condition before vacating the premises. Any labour and means used by INIMITABLE to clean up excessive waste, within reason, will be added to the breakage deposit.

10. SAFETY AND SECURITY:

- 10.1. The CLIENT is obligated to comply with all existing safety and security in place at INIMITABLE.



- 10.2. The CLIENT is obligated to ensure the safe working practice and compliance to INIMITABLE's requirements of their contractors and suppliers.
- 10.3. The CLIENT is therefore required to provide INIMITABLE with any documentation that may be requested in order to ensure that such safety measures have been taken.
- 10.4. The CLIENT and INIMITABLE must ensure that no emergency exits, safety equipment or safety signage is covered, obstructed or interfered with in any way.
- 10.5. As a safety measure and in accordance with Airports Company South Africa and the location of INIMITABLE in relation to LANSERIA INTERNATIONAL AIRPORT, no rockets, fireworks, pyrotechnics, firecrackers or long range lasers/ lights can be used at any time.
- 10.6. INIMITABLE will ensure the safety of your personal items and equipment to the extent in which may be reasonably expected of a venue, but will not take responsibility for any damage or loss of any item or equipment.

11. POSTPONEMENT AND CANCELLATION:

- 11.1. INIMITABLE reserves the right to cancel this agreement at any time during the planning of this event in the following instances:
 - 11.1.1. A conflict of interest arises between the parties which cannot be solved through mediation and arbitration.
 - 11.1.2. INIMITABLE is unable to perform its duties due to any damage to the venue premises by fire, flooding, riots causing a shortage of labour, strikes that affect the direct safety of the CLIENT or INIMITABLE staff, industrial or political unrest on a mass scale, or any such cause beyond the control of INIMITABLE.
- 11.2. In the event of the CLIENT postponing and/or changing the originally booked event date and INIMITABLE is not available on the new date, the agreement will be cancelled and the following conditions will apply:
 - 11.2.1. The CLIENT will be liable for all deposits if not already paid in full;
 - 11.2.2. The CLIENT will be liable for any additional costs incurred for rendered services that exceed the deposit amount; and
 - 11.2.3. The CLIENT will be liable for a cancellation fee as set out on the invoice.
- 11.3. Should the CLIENT cancel the event within/ less than 90 days of the event date, the full amount is due and payable.



- 11.4. Any cancellation of this agreement must be done in writing and all outstanding fees/deposits must be paid within 7 days of such cancellation notification.
- 11.5. All deposits made within 6 months of the function date are strictly non-refundable.

12. LIMITATION OF LIABILITY:

- 12.1. INIMITABLE will not be liable for and the client will not have any claim of whatsoever nature against INIMITABLE as a result of:
 - 12.1.1. INIMITABLE not being able to provide services as a result of weather, fire or any other sudden unforeseeable event that may prevent it from fulfilling its obligations.
 - 12.1.2. Any loss or damage to personal belongings of the CLIENT and their GUESTS.
 - 12.1.3. Any loss or damage to any outsourced décor, linen, table cloths etc.
 - 12.1.4. Any interruption of electricity, water supply and sanitary services.
 - 12.1.5. Any personal injury, death, illness etc. to the CLIENT and their GUESTS;
 - 12.1.6. Any damage, loss, cost or claim that the CLIENT may suffer or incur arising from any cancellation or termination for any reason contemplated in this agreement.
- 12.2. Save to the extent otherwise provided for in this agreement or where the CLIENT is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.

13. WEATHER:

- 13.1. INIMITABLE will not be liable for and the CLIENT will not have any claim of whatsoever nature against INIMITABLE as a result of INIMITABLE not being able to provide services as a result of weather, fire or any sudden unforeseen event that may prevent it from fulfilling its obligations.
- 13.2. All deposits made within 6 months of the function date are not refundable.
- 13.3. The CLIENT is responsible for arranging insurance mitigating their loss.

14. DÉCOR:



- 14.1. The CLIENT is responsible for the collection of all décor and which must be removed and the venue restored to its previous state by 09:00 on the next day.
- 14.2. Should no event be booked the day after the CLIENT event, clause 14.1 will be relaxed within reason and should be discussed.
- 14.3. INIMITABLE tables will not be used by the florist/décor company/ floral company in the arranging process. Should this occur, damages will be charged at full table replacement cost.
- 14.4. No open candles are allowed on INIMITABLE tables or linen.

- 14.5. INIMITABLE will not be responsible for any arrangements with any service providers of the CLIENT. All décor, flowers and other suppliers must be arranged by the CLIENT.
- 14.6. INIMITABLE staff are not responsible for the set up of any décor, flowers etc.
- 14.7. Should the CLIENT require décor or flowers to be hanged from the ceiling, INIMITABLE staff will be more than willing to assist with ladders or scaffolding, so long as such an operation is achieved at least 2 days before the function and does not impact another person's function.
- 14.8. Any in-house décor will be collected by INIMITABLE staff immediately after the function.
- 14.9. The CLIENT and/or the CLIENT's GUESTS may not enter the kitchen, storerooms, linen rooms or décor rooms. A fine of R100 will be issued should this occur. You are more than welcome to ask INIMITABLE staff for assistance should you require it.

15. Smoking

- 15.1. Smoking is not allowed inside the venue, the reception hall, or glass marquee and other closed areas in accordance with the Tobacco Act and Laws of South Africa.
- 15.2. The CLIENT will be responsible for the conduct of their GUESTS.
- 15.3. Failure to adhere to this clause may result in a fine, subject to the discretion of INIMITABLE.

16. WHEELCHAIR ACCESS:

- 16.1 INIMITABLE continues to strive to achieve full wheelchair access to guests and will endeavour to accommodate guests wherever possible.
- 16.2 INIMITABLE states clearly that the venue is not 100% wheelchair friendly.

17. BREACH:



17.1. If the client is in breach of any provision of this Agreement, then INIMITABLE will be entitled to:

17.1.1. allow the CLIENT a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question.

17.1.2. cancel all agreements concluded between the CLIENT and INIMITABLE.

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

18. ACCOMMODATION:

18.1 INIMITABLE offers on site accommodation for a limited number of guests.

18.2 Please enquire about room availability on booking.

18.3 Check in times will be between 14:00 and 17:00 on the day of the event and check out time will be 10:30.

18.4 Payment for accommodation will be invoiced separately.

18.5 Check in for the Bridal Suite and Groom's Suite will be at 11:00.

19. VENUE MANAGER:

19.1. INIMITABLE appoints a Venue Manager who acts on behalf of INIMITABLE.

19.2. His/her role is to take guided venue viewings; answer any questions you may have with regard to INIMITABLE, facility bookings, finalise agreements and act as a representative of INIMITABLE on the day/ night of your function.

19.3. The Venue Manager therefore has full mandate to act within his/her discretion in terms of this agreement and to perform any such decisions as may be necessary as if INIMITABLE has authorised such decisions to which the CLIENT will adhere to.

20. CESSION AND DELEGATION:

20.1. You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this agreement without the prior written approval of INIMITABLE.

21. AMENDMENT OF THIS AGREEMENT:

21.1. INIMITABLE reserves the right to amend this agreement from time to time. Any updated version of this agreement will be displayed in our website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the CLIENT's obligation to visit our website on a regular basis in order to determine whether any amendments have been made.



22. GENERAL:

- 22.1. The Parties (CLIENT and INIMITABLE) acknowledge and agree that this agreement constitute the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this agreement not incorporated in this agreement will be binding on the parties. No changes to this instruction form will be binding on any of the parties unless recorded in writing and signed by both parties.
- 22.2. You agree that any notices INIMITABLE sends to you, the CLIENT, in terms of any agreement concluded between us, the parties, may be sent via email unless otherwise prescribed by law.
- 22.3. The CLIENT warrants that as at the date of signature of this agreement, all the details furnished by the CLIENT to INIMITABLE are true and correct and that the CLIENT will notify INIMITABLE in the event of any change to such details.
- 22.4. It is hereby stated clearly that this document consists of 10 pages, with the 11th page being the page where both parties sign.
- 22.5. Please ensure that every page is initialed by you, THE CLIENT.
- 22.6. Please ensure that pages 1,2,3,4,5,6,7,8,9 and 10 are initialled by you, THE CLIENT and that the 11th page is correctly signed.



CLIENT:

Signed at: _____ on this the _____ day of _____ 20

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CLIENT: _____ (Bride)

CLIENT: _____ (Groom)

Witness: _____ (sign and full name)

INIMITABLE:

Signed at: _____ on this the _____ day of _____ 20

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Director: INIMITABLE

Witness 1: _____ (sign and full name)

Witness 2: _____ (sign and full name)

