

Entered into and between

Winery Road Forest
t/a Winery Road Forest
(hereinafter "Winery Road Forest or WRF")

and

Bride:

ID:

Address :

Tel :

e-mail :

Groom:

ID:

Address :

Tel :

e-mail :

(hereinafter collectively referred to as "the client")

DATE OF WEDDING:

Terms & Conditions for Wedding at Winery Road Forest

Preamble:

Whereas WRF provides the service of venue hire and catering.

And Whereas the client has expressed their interest in hosting their wedding at WRF's venue and to utilise other services provided by WRF.

And whereas WRF has agreed to host the client's wedding at its premises on the wedding date subject to the terms set out herein.

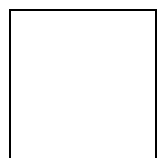
1. Joint and severable liability

The bride and groom agree to be jointly and severally liable under this agreement, including, but not limited to, the payment of any amounts that becomes due in terms of this agreement to WRF.

2. Payment

2.1 In order to secure a date for the anticipated wedding the client must, within 7 days from signature hereof make payment of a non-refundable deposit of R10,000.00. For the sake of clarity it is recorded that should either one of the following be outstanding, the client fails to effect payment of the said non-refundable deposit, or fail to sign this agreement, an agreement shall come into existence and the Wedding Date will be reserved and will be binding.

2.2 In addition to the non-refundable deposit payable the client will be obliged to make payment of 50% of the full outstanding balance owing in respect of the outstanding fees, including but not limited to Function and Catering Fees, payable by no later

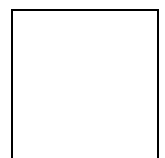


than six months prior to the Wedding date. Only upon receipt of the aforesaid amount will the date for the wedding be confirmed.

- 2.3 The remaining 50% owing in respect of the outstanding fees, including but not limited to Function and Catering Fees shall be paid by the client at least 30 calendar days prior to the wedding date. Any late payment of the final amount owing will carry a R1000 penalty fee deductible from the refundable deposit after such date.
- 2.4 Should any payment due in terms hereof not be made by the due date, WRF shall be entitled, although not obliged, to immediately and without any notice being required, cancel this agreement and accordingly cancel the wedding date. In such event WRF shall retain any amounts already paid and the client shall further remain liable for the full amount owing, whether or not such cancellation was effected prior to the Wedding Date.
- 2.5 All payments due in terms hereof shall be made free of exchange and by way of electronic funds transfer into the following banking account :
 - 2.5.1 Bank : Standard Bank
 - 2.5.2 Account Name: Winery Road Forest t/a Vredenburg Lawns CC
 - 2.5.3 Account Number : 03 658 135 6
 - 2.5.4 Branch Code: 033 012
 - 2.5.5 Reference : year/ month/ date bride's name
- 2.6 In addition to the abovementioned amounts the client shall be liable for payment if a refundable deposit, the details of which are set out in clause 4 below, which amount shall be payable in addition to the invoice or quotation and also be payable at least 30 business days prior to the wedding date. The said deposit will be refunded 2 to 3 weeks after the wedding. The client will supply their banking details in order for WRF to make this refund, if applicable.
- 2.7 Proof of all payments will be transmitted to WRF via e-mail to lize@wineryroadforest.co.za
- 2.8 Unless specifically stated in writing and all amounts quoted and prices charged are exclusive of VAT at 15%.

3. Cancellation Policy

- 3.1 Payment of the full invoice shall be made by no later than 30 business days prior to the wedding date. In the event of a cancellation being effected by the client within 30 business days prior to the wedding, no refund will be made to the client and any amounts (including any deposit paid) paid and shall be retained by WRF as liquidated damages by virtue of such cancellation.
- 3.2 In the event of the wedding being cancelled by the client more than 30 business days before the wedding date, a cancellation fee of 25% of the total invoice will be charged plus a forfeiture of any deposits paid to secure items. The client hereby expressly agree that the said cancellation fee constitutes a reasonable cancellation fee and further acknowledge that WRF stand to suffer irreparable damage in the event of the Wedding Date being cancelled on such short notice.

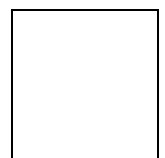


4. Refundable Deposit for breakages, overcrowding, overstaying, penalties (R5 000)

- 4.1 A refundable deposit for breakages/shortages or loss of equipment, overcrowding/overstaying, penalties for the failure to comply with any term contained herein, or for any penalty to be imposed by WRF against any of the client's suppliers, is payable prior to the wedding.
- 4.2 In the event of the wedding function extending beyond the agreed time an hourly penalty rate will be charged until the last guest/ parents/ bridal couple/ organizer / outside DJ leaves the venue. The said penalty charge will be the sum of R1 000 per hour after the agreed time during the day, R2 000 during the evening and R1 500 per half hour after 00h00 and R2 000 per half hour after 01h00 or part thereof in respect of evening functions. The client acknowledges that they are aware of the said penalty and that such penalties constitutes a fair and reasonable penalty. Any penalty imposed in terms of this agreement shall be deducted from the refundable deposit paid by the client.
- 4.3 In the event of the client requiring access to the venue outside of the specified period of the wedding day, venue rental time will be charged at R600 per hour, which amount shall be payable in addition to any other amounts payable in terms of this agreement. WRF shall further be entitled, although not obliged to deduct any such access charges from the refundable deposit. As an example, décor set-up or cake deliveries/ wine deliveries or flower deliveries, etc. not on the wedding day or in the agreed set-up time, will be charged at an additional R600 per hour or part thereof. The above items are welcome to be delivered if possible during the logistic meeting the week before the wedding which constitutes an hour meeting at no charge.
- 4.4 In the event of any damages of whatsoever nature or loss to any property (moveable and immovable) being sustained during the wedding, or set-up time, or any other period of access, the client will be charged accordingly for such damages or loss as per invoices supplied.
- 4.5 WRF hereby expressly reserve the right to impose, in their sole and absolute discretion, upon the client, or any other relevant party associated with the Wedding Date, a penalty for the failure to adhere to any of WRF's rules or regulations, whether such rules or regulation are contained herein or in any other manner conveyed to such party.
- 4.6 Refer to paragraph 2.5 for the penalty fee for late payment.

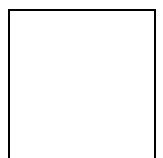
5. Final Numbers for Attendees

The final number of guests are to be confirmed 30 business days before the wedding date. Any change in numbers shall attract an administration fee, which will be payable in addition to any other amounts payable in terms hereof. The quotation furnished by WRF is for a specific number of guests and additional surcharges shall be payable if more guests arrive. The said charges shall likewise be deducted from the client's refundable deposit.



6. 3rd Parties/ Service Providers

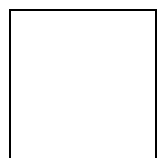
- 6.1 The client acknowledges and agrees that no 3rd parties/contractors of any nature and not only limited to decor & flower contractors will be allowed on site one hour before the Ceremony/ Reception is to commence and accordingly that any and all preparations must be completed in order to ensure a quiet, peaceful environment.
- 6.2 Mock-up tables (no chairs) can only take place if arranged with WRF, well in advance and this shall further take place in normal business hours. Likewise charges for access and opening of the venue apply at the rates stated herein.
- 6.3 WRF will not be responsible for cleaning up after any decorators/ florists and the client hereby undertake to ensure that the necessary cleaning up is attended to. In the event of the client, or their contractors or associates failing to clean up WRF shall procure the services of a professional cleaning company in order to do so, the costs of which will be for the clients account and be payable in addition to any other amounts payable in terms of this agreement.
- 6.4 All motor vehicles are to be parked in designated parking area immediately after off-loading. The client will ensure that no vehicle or any other implement will drive on any lawns, forest or other areas not specifically pointed out by WRF for such use. Any damages sustained by the failure to comply herewith will be for the client's account and shall be payable in addition to any other charge payable in terms hereof. WRF further specifically reserves the right to impose a penalty on any party (whether the client, or its contractors/associates or guest) who may contravene this provision.
- 6.5 All vehicles are to be parked in the designated area at least 1.5 hours before the event. This is to ensure no vehicles are in the wedding photos.
- 6.6 Décor is to be set-up on the Wedding day, and the venue will open as early as possible for the décor team to start. Set-up is from 8 am on Saturday's for the Barn and 1pm for Ceremony and Pre-drinks area for evening weddings.
- 6.7 All decor and flowers, unopened wine/ champagne, personal items must be removed the same day as the function. For Saturday weddings arrangements can be made to collect above items on Mondays, such arrangement must however be confirmed by WRF in writing. In the event of any items not being removed timeously WRF will not accept any responsible for the storage of such items and any damages/losses sustained for whatsoever reason shall be for the account of the client. WRF further reserves the right to impose a penalty in respect of any contravention of this provision.



- 6.8 The client acknowledges **that the venue is closed on a Sunday** and goods can only be collected on a Monday after 9am. WRF shall not be responsible for any loss or damage to any rental items or any other items brought onto the venue by the client or their contractors/associates or guests.
- 6.9 All third parties/contractors/associates or guests contributing to the event / wedding will be obliged to meet with the Venue Manager prior to the wedding day and introduce themselves. In the event of the client's needs necessitating the set-up of a mobile kitchen a R1 000 cleaning charge will be applicable, and the designated area for the mobile kitchen will be confirmed by the Venue Manager.
- 6.10 WRF reserved the right to access and utilise any and all photographs taken by professional photographers for future promotional purposes.
- 6.11 No security service are provided by WRF and if such a service is required by the client such arrangement shall be made with WRF in writing and the client assumes responsibility for payment of all costs associated with the providing of such service.
- 6.12 WRF shall not be responsible nor provide for the storage of any items and all items are to be removed as directed by the Venue Manager and as stipulated in this agreement.
- 6.13 No outside catering will be permitted.
- 6.14 No communion tables will be permitted.
- 6.15 All dancefloors and tents are to be booked by WRF and accordingly no other dancefloors / tents than what has been provided for by WRF will be permitted.
- 6.16 The client will ensure that any third party or service provider attends to signature of, and adhere to the do's and don'ts list for service providers, which list has been presented to the client and which the client accepts are subject to change from time to time.
- 6.17 WRF will not be responsible for the payment of any shortages, breakages or any other damages of any hired equipment or rentals and the safekeeping and security of all hired goods will remain the responsibility of the client at all times.

7. **Bar**

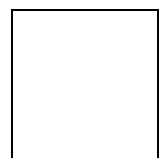
- 7.1 WRF has a fully licenced bar and liquor license which can be run as a cash or open bar. Only WRF will manage the bar and no third party bar services or help is permitted and accordingly only WRF's in-house bar is permitted.
- 7.2 In the event of the client requiring an open or semi-open bar, a prepaid deposit will be paid by the client for an amount to be agreed upon. The said bar deposit will be payable at least 10 business days before the function and shall be paid by way of EFT. In the event of the bar tab exceeding the bar deposit, the client shall be responsible for and pay the balance on the night of the function via credit card.



- 7.3 You will not be permitted to bring any alcohol or other beverages other than wine or champagne (sparkling wine) onto the premises. However, you may choose to bring your own wine and/or champagne (sparkling wine) in which event WRF will charge their standard corkage fee per bottle. The corkage charge will apply to all bottles opened, whether or not the bottle was finished. All left over bottles are to be collected within 24 hours after the function. Any drinks or beverages brought onto the premises in contravention of this provision will be confiscated.
- 7.4 Last Rounds will be called at 11:10/15. The bar closes at 11:30. This is to allow sufficient time for guests to enjoy their last drinks before the venue rental ends.
- 7.5 The Bar and/or Venue Manager shall at all times have the right according to the law and further in their sole and absolute discretion to close the bar at any time prior to the end of the function, if deemed needed.

8. Music

- 8.1 We prefer the use of referred, professional DJs. The volume of the music is to be played at a reasonable level as stipulated by the Venue Management. Professional DJs do not have a base system. Base will be asked to be turned down completely. WRF will gladly recommend a professional DJ who can comply with this requirement.
- 8.2 In order to assist the bride and groom with ending the wedding on time not to incur additional costs, we suggest that the music stops half an hour before venue rental ends.
- 8.3 Music shall strictly stop at 11:40 for weddings booked until 12 midnight with music set-up inside the Barn. Soft music allowed inside the venue for weddings ending at 1pm.
- 8.4 Any DJ's not adhering to the music volume request will be unplugged and their services summarily terminated. In the event of the Venue Manager requested the DJ to adjust the volume and the DJ failing to comply with such request, WRF will in addition to the right to unplug the music further be entitled to impose a penalty.
- 8.5 In the event of the client electing to utilise the services of an outside DJ a minimum surcharge of R750 will be charged, which will be payable in addition to any other amount payable in terms hereof. The aforesaid surcharge does not include a meal, which needs to be booked and paid for additionally. If the breaking down and packing up of the DJ set-up extends to more than 30 minutes after the wedding venue rental time, the client will be charged additional venue rental at the rates depicted above. One table and one chair is supplied for the use of the DJ.
- 8.6 Note that for courtyard dancefloor set-ups the music is played softer as it is 'outside' and sound travels at night. Also music for courtyard dancefloor set-ups stops at 11:30.



- 8.7 Strictly no bands will be permitted. In the event of the client for whatsoever reason procuring the services of a band, WRF reserves the right to immediately cancel the wedding and/or impose a substantial penalty.

9. Events Manager Fee

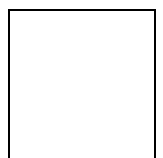
Due to some of our clients being hands on and are able to organize their own wedding, and do their own décor, but need that non-family member, or non-invited friend on the day to assist and lend a hand for those extra special touches, we offer this service through our events manager fee.

9.1 Events Manager on the Day

- 9.1.1 An events manager (“**EM**”) looks after you, the client. They make sure everything happens as per your timeline and instructions, received during the logistic meeting scheduled earlier in the week. They take charge of everyone and everything making sure everything happens so that you can relax.
- 9.1.2 An EM is at the venue for your set-up of all areas including the chapel/ pre-drinks area. (The venue provides all items – i.e. white plastic chairs for ceremony/ logs / pre-drink tables etc. but do not carry it out to ‘other’ areas, only the standard set-up). There is additional costs/ charges if areas outside of the standard areas are used for which the client will be responsible.
- 9.1.3 An EM will then add the 'linen' if required to the pre-drinks tables, reception tables etc. Remember the venue does not supply any linen.
- 9.1.4 The Events Manager’s fee includes on the day co-ordination, for a maximum of 6 – 8 hours from the time of set-up, and duration of wedding, normally ending after main course has been served and all formalities have been completed. This is to ensure that the Bride and Groom (the client) enjoys their special day to the fullest. There will be an additional charge for access to the venue for deliveries outside specified venue rental hours.
- 9.1.5 A set-up of maximum 3 additional items per table setting is included. For example, place name, serviette ring/decor, silver plate or placemat or table cloth.
- 9.1.6 The EM is not responsible for the service delivery and performance of 3rd parties organized by the client on the day.

9.2 Maitre d (included in the venue rental)

If you choose to utilise the Maitre d’s services then you will require additional help (which the venue cannot provide) for set-up of your pre-drinks and ceremony areas with non-standard items. (Items not included in the invoice). The venue does not supply any linen. The décor/ linen / personalized items will not be set-up by the venue or venue manager for which the client will thus remain liable.



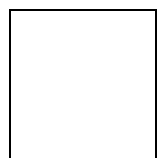
A Maitre d's function is to look after your guests during the event but is not involved in any set-up/ table layout/ table numbers & names set-up or any other set-up function. They do not 'run the program', but only keep the guests happy.

WRF will ensure that the tables are laid to the standard banquet setting (side plate, knife & fork, 3 glasses, salt& pepper, water jug). The tables will be laid on the wedding day at 12 noon, even if the décor is not finished.

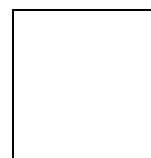
- 9.3 Outside wedding co-ordinators, décor specialists and service providers are welcomed and are to sign and adhere to the do's and don'ts list for service providers from the venue. WRF will gladly liaise with such independent coordinator, however our agreement is with you (the client).
- 9.4 WRF will not be held responsible or liable for any mismanagement, damage or losses resulting from whatsoever recommendations, actions, omissions of any external coordinators, consultants, decorators or any third party suppliers.
- 9.5 The client will ensure that a copy of the time line/ wedding program is presented to the maitre d on the evening, and a copy to WRF's offices before the wedding in order to advise all relevant parties, kitchen and bar.

10. General and Other

- 10.1 Strictly no smoking in the Forest or in any other area not specifically demarcated for such use. A penalty can be levied for each and every cigarette bud found in the forest after your event.
- 10.2 WRF is a private venue, and the gates only open for guests 30 minutes before the event/ wedding. (Earlier for groom and suppliers)
- 10.3 If a security guard is required the costs will be for the client and written arrangements must be made prior to the wedding date.
- 10.4 Electricity / Eskom – WRF is unfortunately not responsible for the supply of electricity to the venue and cannot be held liable for any surprise load shedding, or interruption of electricity supply. If additional measures are required to be taken by venue management to ensure uninterrupted power supply for the wedding, the costs will be for the client's account. It is further specifically recorded that no electricity generation equipment is available or permitted at the venue, or any portion thereof.
- 10.5 The client acknowledges that the venue is not serviced by any air-conditioning units and accordingly no air-conditioning/cooling is provided in any areas. The client further acknowledges that certain discomfort may be encountered which would be caused solely by weather circumstances which is beyond WRF's control.
- 10.6 WRF is an open air facility. Alternative arrangements for poor weather are to be made at least 7 days in advance.



- 10.7 We reserve the right to cancel any booking and this agreement immediately and without incurring any liability should we not be able to perform in terms of this agreement, including in the event of any damages to or destruction of the venue caused by fire, acts of nature, war, industry unrest, strikes or any other cause outside our control which prevents us from performing our obligations hereunder. In such event, we shall use our best efforts to assist you in finding an alternative venue.
- 10.8 Winery Road Forest, the co-ordinator, the agent, or any of their employees, invitees, guests or associates will not be held responsible for death, injury, loss or otherwise to any person using the equipment supplied, whether supplied through a third party or agent, or not.
- 10.9 The client shall be responsible for any damage to the linen or wooden tables i.e. burn marks, candle wax, etc. whether caused by the client, its contractors, guests or associates, which damages will be invoiced and payable by the client upon presentation. No candles are to be used directly on any linen or forest area.
- 10.10 Right of admission is at all times reserved and WRF management has the right to remove any person at their sole and absolute discretion.
- 10.11 This agreement constitutes the whole agreement between us and supersedes all previous agreements. No party will be bound by any undertaking, representation, warranty or the like which is not recorded herein. No amended of this agreement shall be valid unless reduced to writing and signed by and on behalf of each Party.
- 10.12 The client shall ensure that copies of all relevant permits / licenses be furnished to WRF prior to the event and WRF does not assume any responsibility to ensure that any such permit/license is obtained.
- 10.13 A draft quote presented to the client will remain subject to change. A final quotation will only be furnished once the booking has been confirmed and deposits paid. Acceptance of any quote will at all times remain subject to accepted by the parties of these terms and conditions and upon acceptance of a quotation and/or payment of any amount due in terms hereof it shall be deemed that these terms and conditions are accepted and the parties undertake to adhere thereto.
- 10.14 WRF reserves the right to at any time remove any candles if so necessitated from any area. The client shall ensure that any candle holders shall be wide enough to ensure that no wax damage is caused to any linen/ wooden tables or any other equipment.
- 10.15 It is specifically agreed that no candles are permitted in the Forest and that contravention of this term shall attract a penalty being payable by the client.
- 10.16 Should the client require any other range of cutlery; glasses etc, the cost of hiring will be for the client's account.



10.17 Regrettably no doggy bags or left overs will be provided from the venue as costing is per person as per the confirmed menu. Leftover food are the property of the caterer and doggy bags are illegal for non-paying patrons.

11. Limitation of Liability

- 11.1 Entrance upon and presence on the premises are at own risk. WRF will not be held liable or accountable for any damages, losses, liabilities, death or personal injury of whatsoever nature suffered, or howsoever caused, including, but not limited to, loss of or damage to any items that are left unsupervised or any doors or windows of any vehicle or accommodation being left unlocked.
- 11.2 You take full responsibility for any damage to the venue or any of our property by you, your guests and your third party service providers/contractors or associates.
- 11.3 We do not accept any responsibility or liability for the actions or omissions of any third party service providers, whether or not we recommended them or not.

12 Indemnity

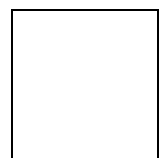
- 12.1 You, your guests, sponsors, children and any external suppliers, including coordinators, contractors, organisers and decorators, hereby indemnify WRF against any liability, loss, damage, death or injury of whatsoever kind that may be suffered by any person who attends your wedding or who enters our premises in connection with your wedding or the coordination and decoration thereof, or who makes use of any of our amenities or accommodation before, during or after your wedding.
- 12.2 You, your guests, sponsors, children and any external suppliers, including coordinators, contractors, organisers and decorators further hereby agree that WRF, its directors, officers, members, employees, agents, representatives, contractors, associates of affiliates shall at no time be responsible or liable for any accident, injury, damage of death of any person or the loss or destruction of or damage of any property, whether arising from fire, theft or any whatsoever cause and by whosoever caused or arising from the negligence or wrongful acts or omissions of WRF. The client, its guests, contractors and/or associates hereby irrevocably and unconditionally indemnify and agree to hold harmless WRF in respect of any responsibility and/or liability as aforesaid.

Groom
Signed

.....
Date

Witness: Groom
Signed

.....
Date



Bride

.....
Signed

.....
Date

Witness: Bride

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Signed

.....
Date

Venue Management
on behalf of **Winery Road Forest**

.....
Signed and Date

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Date

