



All references to THE FARMHOUSE CARUS GARDENS, we, us and our in these terms and conditions are deemed to refer to THE FARMHOUSE CARUS GARDENS. Please contact us should you require any further information. All references to you are deemed to be references to any customer, user and or visitor of any of our establishments or digital expressions.

## 1. DEPOSITS, PAYMENT AND CANCELLATION POLICY

1.1 A 50% deposit is required against the cost of your event ("the Event") is payable upon confirmation of which a non-refundable and non-transferable deposit of ZAR3000.00 in case of cancellation.

1.2 Payment of the balance of the booking value of the Event is due 14 days before the event.

1.3 PLEASE NOTE: All bookings require full pre-payment. During peak season full pre-payment would be non-refundable in the event of cancellation. Peak season months are February, March, May, June, August, September, October, November and December.

1.4 If you cancel your booking with us in its entirety and it does not fall within Peak Season Months, we will levy the following cancellation charges:

1.4.1. Cancellation 12-6 weeks before the accommodation date: 25% of the total booking value.

1.4.2. Cancellation 6-4 weeks before the accommodation date: 50% of the total booking value

1.4.3. Cancellation 4-2 weeks before the accommodation date: 75% of the total booking value.

1.4.4. Cancellation less than 2 weeks before the accommodation date: 100 % of the total booking value.

1.5 If you cancel your booking with us in part and it does not fall within Peak Season Months, for example by reducing the number of rooms, the number of guests attending, we will levy the following cancellation charges:

1.5.1. Cancellation 12-6 weeks before the accommodation date: 25% of the cost of a room or per guest.



1.5.2. Cancellation 6-4 weeks before the accommodation date: 50% of the cost per room or guest.

1.5.3. Cancellation 4-2 weeks before the accommodation date: 75% of the cost per room or guest.

1.5.4. Cancellation less than 2 weeks before the accommodation date: 100% of the cost per room or guest

1.6 All prices are inclusive of service and exclude VAT. However should VAT registration and/or the rate of VAT change between the time of booking and the Event, we reserve the right to adjust the prices in line with such change.

## 2. FINAL NUMBERS

2.1 You will notify us no less than 10 working days before the Event of the anticipated number of guests attending, always without prejudice to our rights in respect of cancellation under paragraph 2.

2.2 If the number attending the Event exceeds the number advised at the time of the booking, we shall use our reasonable endeavours to provide service and accommodation if required, for the increased numbers. We shall levy additional charges at the agreed rate per guest, or room, for such increased numbers.

2.3 If the number attending the Event is less than advised at the time of the booking, we reserve the right, in addition to our rights in respect of cancellation under paragraph 2, to move the Event from any accommodation agreed at the time of booking to accommodation which is suitable for the numbers attending.

## 3. ACCOMMODATION

3.1 In respect of confirmed accommodation, check-in time is 15.00 hours and check out time 11.00 hours. Failure to comply with these times without our consent may result in you incurring additional charges.

3.2 If guests with confirmed accommodation do not arrive, you will be charged for the accommodation at the agreed rate per room.

3.3 We reserve the right to change accommodation offered for the Event but will use our reasonable endeavours to provide the accommodation selected and to give you as much



notice as reasonably possible of any proposed variation to the accommodation arrangements.

#### 4. CONDUCT OF THE EVENT

4.1 You agree to begin and end the Event at the times agreed with us. Should you overrun the “end time” of the event with or without an agreement, you will reimburse us for any expenses incurred as a result of the overrun, including, but not limited to, additional wage costs for staff allocated to the Event.

4.2 The guesthouse and the events which take place within it are subject to many statutory controls, in particular, but without limitation, those relating to food and health and hygiene, fire protection, liquor licensing, and entertainment. You, your employees, guests, customers, clients, and invitees must comply with reasonable requests, directions and instructions of guesthouse personnel concerning any such matters.

4.3 If you wish to have an event and, provide or install:

4.3.1. any outside entertainment or services;

4.3.2. any outside food or beverage; or any outside equipment (including without limitation, electrical equipment and display stands), you must discuss this with us no less than 2 weeks before the event. We reserve the right to refuse permission for any of the items specified above and in any event it is our policy to charge corkage on our client’s wines and not to permit the introduction or provision of your spirits and beers.

4.4 Notwithstanding any permission which may be given by us under the above paragraph we reserve the right, at the time of the event, not to admit outside entertainment or services to the premises, not to permit outside food or beverages to be brought to the premises and not to have outside equipment installed on the premises if, in our reasonable opinion to do so would risk:

4.4.1. causing danger to the health and safety of guesthouse guests and/or employees;

4.4.2. offending guesthouse guests and/or employees; or

4.4.3. committing an offence or breaching any legislation applicable to the guesthouse.

#### 5. LIABILITY AND FORCE MAJEURE



5.1 Please be aware that, in line with the National Liquor Act (Act 59 of 2003), we are unable to allow any of your guests who are under the age of 21, to consume any alcohol. We reserve the right to remove any alcohol from guests who are unable to prove that they are over 21, regardless of how they obtained the alcohol in the first instance.

5.2 We accept no liability for loss of or damage to, property brought onto the guesthouse premises and which is owned by or in the custody of you, your employees, guests, customers, clients, or invitees.

5.3 You shall be responsible for any damage caused by you, your employees, guests, customer, clients or invitees to the guesthouse premises, furnishing, utensils or equipment during the event or as a result of the Event, and shall indemnify us against the cost of repair or replacement thereof.

5.4 Notwithstanding any permission which may be given by us under paragraph 5, we accept no liability for loss, damage, or breakout of disease caused to you, your employees, guests, customers, clients or invitees as a result of your provision of any of the items referred to in paragraph 5.4.1 to 5.4.3.

5.5 We accept no liability for any breach of these terms and conditions caused by events beyond our control, which shall include, but not to be limited to, industrial action (whether on the part of our employees or otherwise), accidents, fire, riot, civil commotion and war. If any such event should occur, we shall use our reasonable endeavours to make suitable alternative arrangements, failing which we shall terminate the contract and refund your deposit.

5.6 We are unable to guarantee exclusive use of the guesthouse for any event and reserve the right to take additional bookings in our function rooms and restaurants at any time.

## 6. AGENCY

If this contract is signed by an agent for the client then the agent thereby asserts that he has the full authority of the client to make this agreement and in the event of any breach by the client or agent of any of the terms of this agreement then the agent and the client shall be jointly and severally liable to us therefor.



## 7. INSURANCE

You are advised to secure your insurance policy against any cancellation charges for which you could be liable under this agreement.

## 8. ENTIRE CONTRACT

This Agreement contains the entire and only agreement between us and supersedes all previous agreements made between us concerning the event. Both parties acknowledge that in entering this agreement neither has relied on any representation oral or written that is not set out expressly in this agreement and the attached quotation. We shall not be liable to you or any of your guests or invitees because of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claims whatsoever caused by our negligence arising from the organisation and management of the Event and our entire liability under or in connection with this agreement shall not exceed the quoted cost of the Event. No other Terms & Conditions do or will relate to this contract.

## 9. APPLICABLE LAW

The law of this agreement is that of the Republic of South Africa and the Courts of the Witwatersrand have exclusive jurisdiction over any dispute arising.

By signing this agreement you expressly declare that you have read, understood and agree to be bound by the terms set out herein.



**0. SIGNITURE PROVISIONS**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of 20\_\_\_\_\_.

As witnesses:

1. \_\_\_\_\_

For The Farmhouse Carus Gardens  
Duly Authorised

2. \_\_\_\_\_

Name:  
Capacity:

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of 20\_\_\_\_\_.

As witnesses:

1. \_\_\_\_\_

For The Customer  
Duly Authorised

2. \_\_\_\_\_

Name:  
Capacity: