



RENTAL AGREEMENT AND TERMS OF SERVICE CONTRACT

This Contract ("**Agreement**") defines the terms and conditions of Service Delivery and Rental of the Premises or any part thereof, for and at which premises the Specified Service will be delivered, provided, or supplied.

For this purpose and other reasons further set out herein, the Agreement is made and entered into by and between:

Onderengele Wedding Venue
Company Registration: 2020 / 939934 / 07

Hereinafter referred to as "The **Venue**"

and

Name and Surname: _____

ID Number: _____

Hereinafter referred to as "The **Bride**"

and

Name and Surname: _____

ID Number: _____

Hereinafter referred to as "The **Groom**"

On this _____ day of _____, 20/_____
("Effective Date")

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PERSONAL INFORMATION

Guest Name / Bride Name:

Name and Surname: _____
ID Number: _____
Cell Number: _____
Email Address: _____
Contact Method: _____
Best Contact Time: _____
Home Address: _____

Guest Name / Groom Name:

Name and Surname: _____
ID Number: _____
Cell Number: _____
Email Address: _____
Contact Method: _____
Best Contact Time: _____
Home Address: _____

Function / Wedding Information:

Date of Wedding: _____/_____/20____.
Time of Wedding: _____:_____
Guest Count: _____
Package Selected: _____
Menu price p/person: _____
Venue Hire Fee: _____
Number of Children: _____
Caretaker of Children: _____

ACKNOWLEDGEMENTS

- **WHEREAS** the Bride and the Groom (hereinafter, jointly, and collectively referred to as the “Bridal Couple”) engage with the Venue jointly and collectively as the Customer seeking the Venue to perform certain services for the event, function or Wedding dated _____ day of _____ 20/____ (“Event Date”)

The Venue shall appoint the “Venue Manager” to act on behalf of the Onder Engele Venue and shall perform his / her duties in terms of this Agreement and as specified herein. The Venue Manager hereby agrees to act impartial and fair in terms of this agreement, in the event of a Dispute or Breach to seek remedy and performance from either party in this regard.

- **NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties of which is hereby acknowledged, the Bridal Couple as “the Customer” of the Venue and the Venue do hereby agree as follows:

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TERMS OF THIS AGREEMENT

The following Contract is an agreement entered into by and between Onderengele Wedding Venue Company Limited (“the Venue”) and you, (“the Customer”). Both parties agree to be bound by this document and will be seen as a legal agreement between the Venue (“Service Provider”) and you, the Customer. Both parties hereby acknowledge to have read, fully understood, and accept the terms of this agreement and the Customer’s acceptance shall be indicated by means of a signature. This agreement is legally binding and enforceable in terms of South African Law.

1. Confirmation of Booking:

1. This contract will come into operation upon receipt of payment of the non-refundable deposit of R15,000
2. Should the client pay the deposit, it will automatically be accepted as the “Customer’s”. full acknowledgement and acceptance of the terms and conditions as set out in this document.
3. Please note to confirm a booking, It is the duty of the customer to ensure a copy of the signed rental terms of service contract accompanied by a bank-certified proof of payment is mailed to The Venue within a 14-day period. (bookings@onderengelevenue.co.za)
4. No third party is allowed to change, add on, re-quote, adjust or manipulate in any way, the prices and rates of The Venue. It remains the Customer's responsibility to ensure that all costs and prices are quoted by The Venue.

2. Deposit and payment requirements

1. The Cost Estimate provided to the Customer shall only be valid for 30 days from the date of the Estimate, after which a new Cost Estimate must be requested. No prices or previously quoted items, services or products can be accepted as correct and valid after a period of 30 days.
2. The Venue will provisionally reserve the date requested for a period of 5 days from the initial enquiry.
3. A first deposit in the amount of R15,000 plus this, the signed rental terms of service contract is required to secure the date.
4. Should the deposit and accompanying bank-certified proof of payment not be received within 14 days, The Venue is under no obligation to reserve the date nor perform any other duties, as set out in this contract.
5. By paying the first deposit you commit yourself as a couple and understand that there will be no refund of the first deposit should you decide to change your plans or cancel or postpone your function.
6. A second payment of R15,000 is payable 90 days prior to the function.
7. Full payment of the final invoice is payable 21 days prior to the function, should the deposit and full payment not be received as per the above set timeline the venue will attempt to contact you on the contact details provided on page 2 of this document, if we are unable to contact you within seven days we will deem the function to be cancelled by yourselves and the venue reserves the right to cancel the booking with any liability.
8. 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.
9. The Venue only accepts EFT (Electronic Fund Transfers).
10. Payment due dates must be strictly adhered to avoid interest charges and/ or the cancellation of the booking, the Venue reserves the right to cancel any bookings without notice and/or liability to the Customer if the Customer does not adhere to the payment dates.
11. The final number of guests must be confirmed 30 days prior to the date of the function.
12. If the full payment is not received before the function date, The Venue will not be able to host the function.
13. Children between the ages of 3 and 9 years will be charged 50% of the agreed adult menu price and children under the age of 3 years will not be charged.

Name: Onder Engele Wedding Venue
Bank: First National Bank
Branch: 252545
Account No: 62925521743
Reference: Surname and date of Function

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3. Damages and breakage deposit

1. An R5000 breakage deposit is required from the Customer when booking a function at The Venue. The breakage deposit will be added to your venue hire cost and is refundable, should there be no breakages or damages incurred by the venue at the end of the function.
2. The Venue reserves the right to debit any losses before refund within 30 days from the function date. The breakage deposit is in place to protect The Venue from any form of damage and or loss such as, similar to but not limited to:
3. Permanent marks on walls, mirrors, floors, furniture, statues etc.
4. Damage to furniture by either the Customer, their Guests or their suppliers.
5. Breakages or loss of any glasses, crockery, cutlery etc.
6. Outstanding extra overtime billable hours, payments or payment penalties owed or outstanding.
7. If any fire equipment/ fire prevention equipment is used/tampered with, stolen/ lost or misplaced during the wedding, the Customer will be responsible for the amount to replace/ return it back to its standard.
8. 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 like.

4. Postponement and cancellation of a confirmed booking

1. The Venue reserves the right to cancel this agreement at any time during the planning of the Customer’s function or event in the following instances, a conflict of interest arises between the parties, The Venue is unable to perform its duties due to any damage to the venue premises by fire, Acts of God (flooding, earthquakes, or any other natural disasters outside the control of the Venue), riots causing a shortage of labour, strikes that affect the direct safety of the Customer, the Customer’s guests, or the employees of the Venue, industrial or political unrest on a mass scale, or any other related reasons beyond the control of the Venue – In such a case the function or event date will be rescheduled at date and time which is suitable and convenient for both parties.
2. Cancellations made more than 90 days prior to the function will forfeit the first deposit of R15,000 any further payments will be refunded.
3. Cancellations made less than 90 days prior to the function will forfeit the first and second deposit the venue reserve the right to resell the date.
4. If a postponement is made more than 180 days prior to the function the first deposit of 15,000 will be transferred to the new date.
5. Postponement made less than 90 days prior to the function forfeits the first deposit all other payments will be transferred to the new date, a deposit of R15,000 is payable to secure the new date, and The Venue reserves the right to resell the date.
6. In the event of the Customer postponing and/or changing the original function date and The Venue is unable to host the Customer on the new date, the reservation will be cancelled, and the following conditions will apply:
 1. The Customer will forfeit the deposits or amounts already paid to the Venue
 2. The Customer will be liable for any additional costs incurred for rendered services that exceeded the deposit amount.
 3. Should the Customer cancel his or her function or event within or less than 14 days of the function date, the full amount is due and payable and will be enforced as per the Laws of the Republic of South Africa and the Venue reserves the right to seek legal advice or representation to be charged to the Customer’s account if payment arrangements are not met.
 4. Any cancellation of this agreement must be done in writing and all outstanding fees must be paid within 7 days of such cancellation notice. All booking confirmation fees are strictly non-refundable. All refunds owed to the Customer (If any, for whatsoever reason) will be paid from a 30-day account.

5. Outside companies or third-party agents

1. No outside company third-party vendor/supplier or family members is allowed to act on behalf of the couple unless written permission is granted by The Venue manager
2. The customer stays responsible and financially liable for all decisions made irrespective of whether it is the couple or family members who made those decisions.
3. The customer will remain liable and responsible for all amounts due to the venue and payments are to be made directly to The Venue using the banking details provided on the invoice or cost estimate.

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Initials

4. Provided that should the Customer fail and/or refuse to pay such amounts, the Venue shall be entitled to claim from the Agent in terms of the suretyship given by the agent in terms of this agreement.

6. Venue hours and renting periods

1. Venue Hire will start from 08:00 on the day of the Customers function and will conclude at 24h00 on the night of the function, however, Thursday to Saturday functions will conclude at 24:00 And 22:00 on a Monday and Tuesday.
2. The Venue reserves the right to control the volume of the music during the function.
3. Should the Customer wish to extend these times, a charge of R2500 Excluding VAT (Two Thousand and Five Hundred Rand) or a part thereof.

7. Planning and preparation meetings

The Venue staff such as the venue chef, florist, venue Manager and other relevant staff will meet with the Bridal Couple and/or agent three times before the function. The meetings are divided as follows:

1. First Meeting - Also referred to as the Preparations ("Prep" in short) meeting. This meeting is scheduled either during the viewing or as soon as possible thereafter. Here we touch base on every aspect of your wedding or function from date, décor, and flowers to special requirements.
2. Follow-Up Meeting – Décor Mock-up And Menu Tasting.
3. Final Meeting - Final arrangements are made with the guest count, bar requirements etc being finalized for the wedding. This meeting normally occurs 21 days prior to the function with payment of the last outstanding invoice balance 14 days prior to the wedding.

8. Final Arrangements

All arrangements must be finalized and communicated to the Venue no later than 14 days prior to the function or event date. Failing which the Venue shall be entitled, at its sole discretion, to make necessary arrangements on behalf of the Customer at the Customer's expense.

9. Décor and flowers

1. All Décor and flowers will be catered for by the venue, at additional cost, depending on the Customers' requirements. The venue guarantees the latest fashion and trends. No flowers, décor or similar services and deliveries will be accepted from an outside or 3rd party company.
2. Our in-house florist will be happy to accommodate your needs and requirements which will be discussed during your decor and flower consultation.
3. Our Venue Florist guarantees the latest fashion and trends when it comes to your flower requirements. The florist will meet with the bridal couple to discuss all flower-related requirements
4. The Customer, Customers' guests and/ or suppliers may not enter the kitchen, storerooms, linen rooms, or décor rooms. You are more than welcome to ask the Venue staff for assistance should you require it.

10. Vendors and Suppliers

1. Any suppliers or vendors hired by the Customer such as but not limited to, photographers, videographers, musicians, DJs or artists etc. need to come fully licenced and equipped with all the necessary tools to complete their tasks. The Venue will not provide extension cords, any power adaptors/two-point plugs, scissors, steamers/irons, etc.
2. The venue invites these industry professionals to contact the venue, at least 7 days prior to the function or event for a brief consultation to discuss any needs or special requirements prior to the event or function date, this ensures they are familiar with the venue layout and prevents timeline delays.
3. The Venue, its staff and its owners will accept no responsibility for any loss or damage to any equipment left on the property overnight.

11. Food and beverages

1. The Menu will be dependent on a meeting with the Venue Chef and certain dishes listed on the menu are subject to seasonal availability.
2. The Venue reserves the right to adjust food and beverage prices and options, subject to availability at the time of the event. Any changes resulting in additional costs will be billed to and paid for by the Customer, where the Customer agreed to such changes or requested such food or beverage items.
3. The Customer will be given an option of either a plated or buffet menu. Prices are subject to the type of menu being served as additional waiters will be hired for a plated menu. All prices quoted include VAT.
4. A plated menu will carry a surcharge of R50,00 per person

5. Any changes to the menu and guest count must be given, no later and in writing, 14 days prior to the function date.
6. No food or beverages may be brought onto the premises for consumption, which is not provided by the Venue unless such items have been discussed and approved in writing by the Venue Manager.
7. To ensure that the food and service are optimal, we request that the Customer and all guests stick to the pre-agreed timelines.
8. Due to health regulations, no food will be permitted to leave the premises after each function. Venue staff may not be requested to provide Customers with left-over food (“doggy bag”). The venue herewith expressly states that it accepts no liability for the quality of any food and Beverage items removed from the premises and consumed at a later time.
9. The Venue does not take any responsibility and will not be held liable for any dietary requirements, not provided for as a result of late and /or last-minute special requests.

12. Food and beverages in preparation rooms prior to the ceremony

Men's and lady's preparation rooms will each be supplied with the following, one bottle of sparkling wine, fruit juice, water and a Gourmet platter for eight people, no food, hard tack, beer or ciders are allowed from outside (not supplied by the venue) all special requirements should be discussed at the final meeting and paid for with the final invoice.

13. Bar facilities and alcohol regulations

1. The Venue shall endeavour to meet the Customer's requirements for the event or function to the best of our abilities and as far as supplier limitations allow.
2. A refundable surcharge will be applicable on Hard liquor and/ or spirits that are not stocked by the Venue, that the Customer wishes to bring in and which must be discussed with the Venue Manager concerning the Venue's rules and regulations.
3. All beverages are charged for consumption. A corkage fee will be levied on all wines R90,00, sparkling wine R90,00 and French champagne R250,00 brought onto, or consumed on the premises not supplied by the Venue with a maximum of 2 (Two) bottles per table or for every 8 Guests

14. Safety and Security

1. The Customer is obligated to comply with all existing safety and security measures that are in place at the Venue.
2. The Customer and Venue must ensure that no emergency exits, safety equipment or safety signage is covered, obstructed, or interfered with in any way.
3. As a safety measure and in accordance with the Laws of the Republic of South Africa and the location of the Venue no rockets, fireworks, pyrotechnics, firecrackers, or long-range lasers/lights can be used at any time.
4. The Venue 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.

15. Limitations of liability

The Venue will not be liable for, and the Customer will not have any claim of whatsoever nature against te Venue as a result of and /or arising from:

1. The Venue 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.
2. Any loss or damage to personal belongings of the Customer and their Guests
3. Any loss or damage to any outsourced décor, linen, tablecloths etc.
4. Any interruption of electricity, water supply and sanitary services. (The Venue, however, will ensure that a generator is available in case of such an event as per the original agreement between the Customer and the Venue)
5. Any personal injury, death, illness etc. to the Customer and their Guests, specifically but not limited to the statues on the premises, open water features, dam, pillars and loose pots that may fall due to negligence on the customers' account or their respective guests.
6. Any damage, loss, cost or claim that the Customer may suffer or incur arising from any Cancellation or termination for any reason contemplated in this agreement.
7. Any lost and found belongings to the Customer or Guests of the Customer will be kept for 1 (one) calendar Month which will be disposed of or donated to goodwill.

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- Save to the extent otherwise provided for in this agreement or where the Customer is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.

16. Weather

- The Venue will not be held liable by the Customer and the Customer will not have any claim of whatsoever nature against the Venue as a result of the Venue not being able to provide services as a result of weather that may prevent it from fulfilling its obligations. The Venue will, as far as reasonably possible, take necessary measures to ensure the proper and smooth running of the Customer function due to bad weather.
- In the event that we are unable to guarantee the smooth running of any function on account of bad weather, the Venue will, as far as possible, notify the customer of the weather conditions and try to reschedule the function on a date on which there is a mutual agreement. (This clause will only be applicable to outside functions such as, but not limited to photo shoots and outside wedding ceremonies.)
- The Customer remains responsible for arranging insurance mitigating their loss due to bad weather.

17. Smoking

- As per the amended smoking laws of the Republic of South Africa, smoking will not be permitted in any public area within the Venue premises. Smoke is strictly forbidden inside the Church, hall, guest rooms and any other closed areas where applicable.

18. Venue Manager

- The Venue appoints a Venue Manager who acts on behalf of the Venue. His / her role is to answer any questions you may have regarding the Venue, facility, and bookings, finalize agreements and act as a representative of the Venue.
- 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 the Venue has authorized such decisions to which the Customer and their respective guests will adhere.

19. Session and Delegation

- 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 the Venue.

20. Breach

If the Customer is in breach of any provision of this Agreement, the Venue will be entitled to:

- Consider the nature of the breach in question and allow the customer a reasonable opportunity to remedy the breach.
- Cancel all agreements concluded between the Customer and the Venue.
- Claim immediate performance and/or payment of all obligations in terms thereof.

21. General Terms

The parties (Customer and the Venue) acknowledge and agree that these Terms and Conditions constitute the whole of the Agreement which must also be read as the Service agreement to the Customer by the Venue and jointly between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of these Terms and Conditions not incorporated herein will be binding on the parties. No changes to these Terms and Conditions will be binding on any of the parties unless recorded in writing.

The Customer agrees that any notices the Venue sends to the Customer in terms of this agreement concluded between the parties, may be sent via email unless otherwise prescribed by law. The Customer warrants that as of the date of submitting a Booking Request, all the details furnished by the Customer to the Venue are true and correct and that the Customer will notify the Venue in the event of any changes to such details.

22. Amendment of this agreement

The Venue and management of the Venue reserve the right to amend these Terms and Conditions from time to time. Any updated version of the Terms and Conditions will be displayed on our website together with the date on which it became effective, which will never be less than 30 days after the date on which it is first published. It is the Customer's obligation to visit our website on a regular basis in order to determine whether amendments have been made.

23. Declaration

By submitting a booking request to the Venue, I, the Customer agree to be bound by these Terms and Conditions. Any payments made towards the Venue regarding a function or event at the Venue premises will constitute acceptance of these Terms and shall be binding and of full effect, until written notice is provided by either party indicating the completion of such agreement. By making any payments to the Venue, the Customer thereby to have read the Terms and Conditions contained herein, understand fully, and will abide by the rules of this contract.

24. Signed declaration of these Terms and Conditions

By signing as Third Party or Representative, you hereby declare that you are duly authorized to act on behalf of aforesaid Customer and to adhere to these Terms and Conditions in whole and to be held liable for any Breach and to abide by all rules, regulations, limitations, and warranties as set out herein

1. *It is hereby stated clearly that this document consists of 8 pages with the 8th page being the page where both parties sign.*
2. *Please ensure that pages 1,2,3,4,5,6,7 and 8 are initialled by you, the Customer and that the 8th page is correctly signed.*

The Customer:

_____ (Name and Surname – Bride)

_____ (Signature)

_____ (Name and Surname – Groom)

_____ (Signature)

I /We, hereby declare that I have read all the above Terms and Conditions, understand fully and will abide by the rules of this contract set out by ONDER ENGELE and will be bound hereto, in my personal capacity as surety for all amounts of money owing, all damages to the allocated buildings and surroundings, venue, furniture, utensils, carpets and equipment thereof.

The Venue Representative:

_____ (Name and Surname - Venue Manager)

_____ (Signature)

Herewith the Representative of Onder Engele agrees that he/she is duly authorized by the Venue to act on their behalf in accordance with the rules and regulations as set out in this agreement and to ensure that all parties are bound by this agreement and that all rules and regulations are adhered to at all times.

The Representative also agrees that he/she shall act fair and impartial to any Breach of this agreement, negligence or damage that may occur during the function and the representative’s decision on such breach or damage caused by the CLIENT or its representatives and Guests will be in accordance with this agreement and /or Laws of the Republic of South Africa.

Thus, done and signed at _____ on this the _____ day of _____ 20/____

Witness for the Customer:

Name: _____ Signature: _____

Witness for the Venue:

Name: _____ Signature: _____

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Initials