

## *Terms & Conditions*

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### **CONFERENCING**

- All prices include VAT.
- To secure a booking, payment of the full conference venue hire fee is required within 7 working days from receipt of the proforma invoice.
- Only upon proof of payment and receipt of a signed copy of the venue hire contract can the booking be secured.
- Provisional bookings are only held for 7 days, thereafter it will be released without written notification.
- If the event is cancelled 60 days prior to the date you will be refunded 50% of the venue hire fee, thereafter the full venue hire will be payable
- Should one or more conference attendee/s cancel within 7 days prior to the conference, no refund will be applicable.
- All event details, including dietary requirements, are to be finalized & confirmed 7 days prior to the conference; changes to the details hereafter will require additional charges.
- Final invoice is payable 7 days prior to the event, if this is not met, the booking will be forfeited.
- Bills and tabs are required to be settled at the end of each day and cannot be settled following day
- Rates are valid for the specified dates only, unless otherwise indicated.
- Prices are subject to change without prior notice.

### **Venue Hire Times**

The conference room fee includes access to the conference venue from 08:00 – 18:00. Additional time slots can be booked through your Events Coordinator. Should a conference continue for longer than the time specified, an additional charge will be levied.

### **Number Increases & Decreases**

The number of guests stipulated in this contract is a material contractual term of this Agreement. The Customer shall have the right to increase this number; provided that the function room is able to accommodate such an increase or decrease, Pont de Val is given 7 days' notice thereof in writing and the Customer pays the proportionate increase in the price.

Should actual numbers fall below that of the guaranteed minimum, charges would be based on the guaranteed number. Should any additional guests arrive on the day of the event, the Client will be informed and will be liable to pay the full amount due on the day of the event, in which case Pont de Val will not be liable if the food and table settings are not sufficient.

All entertainers, photographers and videographers' meals should be included in the guaranteed number and will be billed accordingly.

### **Equipment**

Pont de Val provides standard audio, visual and technical equipment in the following venues: Le Caveau & Laurentin. This may be operated only by Pont de Val staff or its appointed contractor.

Please ensure in advance that the standard furniture and equipment is satisfactory. The Client must supply or hire at their cost any other items required.

### **Décor/Outside Services**

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All décor, props and equipment not supplied by Pont de Val must be removed directly after the function. Pont de Val shall not be liable for any items lost after the function.

The Client shall not be entitled to paint, affix or attach any advertising sign, notices or other objects (on) the walls, floor, partitions or doors of the function room, without the prior written consent of Pont de Val first being obtained.

Should any damage occur due to the above mentioned, with or without the permission of Pont de Val, the Event owner will be invoiced for such damages.

### **Safety and Conduct Policies**

Legislation prohibits smoking in public areas, other than in a designated smoking area which is separated from the rest of the public area. No smoking is allowed in all restrooms and function rooms.

The lighting or activation of fireworks in any form, shape or size is strictly prohibited.

### **Food**

Standard Chef's Choice menu is served during Conferences.

Please take note that no additional food will be allowed to be brought onto the premises unless Management grants written permission.

Should there be any special catering requirements such as Kosher or Halaal food, Pont de Val will outsource it at an extra charge. Notice of all dietary requirements should be given 7 days prior to function.

Breakfast service is from 08:00 until 10:00. The Client is required to arrange with the events coordinator if they require an earlier breakfast.

### **Bar**

Drinks work on either a Cash Bar or Tab basis. Bills and tabs are required to be settled at the end of each day and cannot be settled the following day.

A corkage fee of R100 applies to each 750ml bottle of wine or champagne brought onto premises. A fee of R200 is applicable for any spirits brought on to the premises that we do not have on our menu.

No other beverages may be brought onto the premises. The venue reserves the right to confiscate any alcohol brought onto the premises by guests at the event or the client without prior consent from venue management.

Alcohol will not be served to persons under 18. The venue management and staff also reserve the right to, at their discretion entirely, stop the sale of alcohol to any person at the event, whether guest or client, should the person be danger to him/herself and others due to the over-consumption of alcohol.

### **Accommodation:**

Accommodation at the Cote de Val Estate is a separate entity; therefore, Pont de Val cannot guarantee availability, guarantee an allocation of any specific room number nor make provisions on their behalf.

#### Check in Times

- Check in time is between 15:00 – 22:00.
- Check out time is before 11:00am in the morning.

#### Keys

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- Please hand back your keys at reception.
- A charge of R150-00 will be levied for lost key tags.

#### Hotel Rules

We value all our guests and hope you can help us in this regard concerning noise and general behaviour.

- No smoking inside any accommodation unit. There is a room recovery fee for guests who do not comply in order to cover the extensive cost of restoring guest rooms to a smoke-free condition which is 50% of the room rate.
- No loud music (audible from an adjacent unit) allowed at any time.
- Quiet time is from 23h00.
- Maximum number of people permitted in the unit, is the number of people booked for overnight accommodation, for example a hotel room only 2 people.
- Children under the age of 2 are more than welcome to sleep with the parents in the room however we do not cater for extra beds. Children from the age 3-15 should book a family suite.
- No day visitors are permitted in any of the accommodation units.
- In the event that written permission has been given that more guests are allowed into a unit for the purpose of wedding preparations, a maximum of 5 extra guests will be allowed. No extra goods (*for example, but not limited to coffee, milk, sugar, towels*) for these guests will be supplied.
- Should you wish to have your suite cleaned during your stay please make use of your door sign located at the inside door handle.

#### Accommodation Terms & Conditions

- Pont de Val is not responsible for any injury of any person or the loss or damage to any property.
- Damage to Pont de Val's property will be billed to your account. Should this damage come to light after the guest has departed, Pont de Val, reserves the right to make a charge to the Guest's credit or debit card.
- Food & beverages not purchased on the property (at the hotel) but purchased elsewhere and brought onto the property by a hotel guest may only be consumed by the guest inside the guest's hotel room. A corkage fee will be charged for beverages bought elsewhere which a guest wishes to consume at the hotel dining area, pool area or any other communal area on the property.

#### Accommodation Payments:

- 50% of the quoted amount is required within 30 days to reserve the accommodation units.
- The remainder is payable 21 days prior to arrival date.
- Rates are subject to availability and fluctuation.
- No reservation is confirmed without proof of full payment.
- Deposits are non-refundable in the event of non-arrivals. Upon payment of any amount, the client accepts the General Terms and Conditions in their entirety.
- Cancellations and amendments to a booking must be submitted in writing. No amendments are guaranteed until written confirmation is provided by Pont de Val.
- Amendments must be made at least 30 days prior to arrival date.
- Should a change to the reservation not be possible and should the client cancel for this reason, the conditions for the cancellation of reservation listed below will be enforced. The following are examples of cancellation of reservation: change of accommodation unit, and all changes done within 30 days of the arrival date or during use of the accommodation unit.
  - Between 7-14 days prior: 25% of full rate will be refunded
  - Between 14-21 days prior: 50% of full rate will be refunded
  - More than 21 days prior: 75% of full rate will be refunded
- No money will be refunded in case of earlier departure.
- Refunds will only be made once 100% proof from our banking institutions has been received. This process could take 7 to 10 working days.

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### **Third party involvement**

The Customer specifically acknowledges and agrees that certain facilities, services and/or goods which may form part of the function or hospitality package, may be provided by or under the control of third parties other than the Company or its affiliates or associated companies and accordingly the Client agrees to the provision of such facilities, services and/or goods by such third parties.

### **Flooding**

Should the booked space unexpectedly not be accessible or usable due the river levels rising and flooding, the event date will remain and no refunds will be made. An alternative area will be allocated,

### **Joint and several liability**

If the Event Owner and/or Event Organiser is made up of one or more than one person, those persons will be jointly and severally liable to Pont de Val in terms of this Contract.

It is the Event Owner and/or Event Organiser's responsibility to ensure they are familiar with, and comply with, the information contained in the Contract. They are also responsible for ensuring that they, or any of their appointed agents, do not contravene any of the restrictions affecting organisations that occupy the property.

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## **Cancellations**

In the event of the Client cancelling the reservation or changing the date of a function it should be communicated to Pont de Val in writing. Should such notification not be received by Pont de Val or should the Client cancel the function at any time, then the Client agrees that the following shall be payable by the Client to Pont de Val:

1. *60 days or more – 50% of total venue hire fee*
2. *59 days or less – The total venue hire fee.*
3. *Should one or more conference attendee/s cancel within 7 days prior to the conference, no refund will be applicable.*

Rescheduling after the venue hire payment is possible but is subject to availability, and the following will be payable:

1. *60 days or more – 25% of total venue hire fee*
2. *59 days or less – 50% of total venue hire fee*

The Company shall have the right to cancel this contract by written notice to the Client in the event that the Client is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.

## **Damage to, or loss of, property**

Any damage to the venue, or loss of, its furnishings, utensils and equipment must be paid for by the Event Owner and/or Event Organiser.

## **General**

All the information contained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Company), is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be held liable for any accidents or happenings arising out of such faulty information.

Advices, recommendations, or opinions by representatives of the Company are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Company or such representatives.

All rates are subject to a yearly increase.

The final appointment to finalize the function procedures, final checklists, final confirmation of the menu and other requirements and final numbers, will take place no later 7 days prior to the occasion.

Pont de Val will not be held liable for interruptions of services (water, electricity, sanitation) although a generator is always on standby.

The venue reserves the right to search vehicles upon entry for firearms, unauthorised alcohol and drugs.

Pont de Val reserves the right to share or publish or promote any photos or film footage in which the venue or its staff is featured if published online by the client, photographer or film company.

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## **Indemnity**

Pont de Val, its officers, employees, agents and/or contractors, will not be held responsible for any injury, loss, damage or costs of any nature whatsoever (including but not limited to the costs of legal action) suffered by the Event Owner and/or the Event Organiser arising out of any cause whatsoever, and where such injury, loss, damage or costs arise out of the negligence of Pont de Val or any person for whom Pont de Val is vicariously liable.

Please acknowledge and confirm your support, cooperation, agreement and acceptance of the above conditions by signature, and forward this signed document to Pont de Val in advance by email to [events@pontdeval.co.za](mailto:events@pontdeval.co.za) If not sent to us in advance Client will be requested to please complete and sign and initial all pages of this form on arrival. However, in the event that you should be of the opinion that the above NOTICES and RULES are too onerous or not acceptable and would rather cancel the booking, please immediately advise Pont de Val accordingly. Likewise, Pont de Val reserves the right without prejudice or any further recourse by you or your Group to sever, to cancel and to terminate your patronage on our premises if any of the NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS are not followed and adhered to by you or any member of your group, or if your party's or group's behaviour becomes a disturbance or is unruly, offensive, abusive, threatening, destructive or unacceptable to any other guests or management and staff of Pont de Val. Pont de Val does sincerely hope and trust that such action will never be necessary.

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I/We hereby acknowledge that I/We accept and will fully comply with and abide by the NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS, AND CAUTIONS and without reserve. I/We enter these premises AND participate in any or all activities at my/our own risk and indemnify and absolve Pont de Val its Members, Management and staff members of any damage or loss to my/our personal property, physical injury or death (or that of my spouse, children, family members or group forming part of this reservation). I/We take full responsibility for the safety of previously mentioned client including medical care and emergency assistance and am/are fully aware of and consent to and agree that Pont de Val Members, its Management and staff members or its Contractors and Suppliers will not be held responsible or liable for any accident or incident or resultant medical or emergency care or assistance including those listed/stated herein.

**Booking particulars:**

Booking date(s): \_\_\_\_\_  
Event name: \_\_\_\_\_  
Invoice/Pro-forma #: \_\_\_\_\_  
ID Number: \_\_\_\_\_

**Company or personal particulars:**

Company/Client Name & Last Name: \_\_\_\_\_  
Company VAT No: \_\_\_\_\_  
Tel. no: \_\_\_\_\_  
Cell No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Client Name & Surname \_\_\_\_\_  
Client Signature: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**Bank Details (For Refund Purposes)**

Account Holder Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Branch Code: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Type of account: \_\_\_\_\_

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