



# GENERAL TERMS AND CONDITIONS

## CHARGES, DEPOSITS AND CANCELLATION CONDITIONS

- The rates are subject to change without notice.
- The rates are ZAR (South African Rand).
- The Client's reservation will be effective upon us receiving a signed copy of these Terms and Conditions, a completed Booking form and the payment of the deposit. Confirmation of the booking will be forwarded to the Client via e-mail.
- **A R2000 deposit will secure your date and is *non-refundable* and *non-transferable* for any reason.**
- All outstanding payments to be settled 14 (fourteen) days prior to the event.
- Ward's Way Venue reserves the right to cancel the function/refuse entrance to the Venue should all outstanding amounts not be paid timeously as indicated.

## CANCELLATIONS

- No verbal cancellations will be accepted.
- Cancellations will only be accepted by e-mail to info@wardsway.co.za
- All cancellations and /or rescheduling are to be made a minimum of 30(THIRTY) days prior to the date of the function but booking deposit will be forfeited.
- Should any of the Terms and Conditions not be adhered to, Ward's Way Venue reserves the right to cancel the booking without further notice.

## BREAKAGE/HOLDING DEPOSIT

- **A breakage deposit of R3000-00 cash will be charged and is payable 7 days prior to the event.**
- **Ward's Way reserves the right to change the amount of the Breakage Deposit if it should deem it necessary.**
- The replacement cost for any damaged, lost or stolen equipment will be deducted from this deposit.
- Overtime will also be deducted if necessary at R500/hour.
- If losses charged are greater than the breakage deposit, the client will be liable to pay for the losses over and above the breakage deposit.
- The breakage deposit will be refunded within 7 days of the event if no losses have been incurred.
- Details of damages will be available from 3 working days after the event. In cases where damage cannot be confirmed due to the items being very dirty, then the damage report may only be available later than that, once items have been cleaned to ascertain damage. Damaged items are not stored and are destroyed within 7 days of the event.
- All damages and losses must be paid for within a period of 7 days after invoice. If losses are not paid within a period of 7 days any unpaid accounts will be handed over to attorneys for further LEGAL action.
- It is the client's responsibility to request the cost for replacement charges in advance i.e. glasses, plates, tablecloths etc.

## PREMISES

- The premises shall at all times be under the control of Ward's Way Venue owner, who reserves the right to impose any terms and conditions in addition to those contained herein, as they may deem necessary, in order to ensure the rights of other visitors to Ward's Way Venue.
- A MAXIMUM of 200 guests (twenty five tables seating eight people each) can be accommodated inside the venue. The headcount must include the Bride and Groom, DJ, musicians, photographer, etc. that will be present during the function. It is agreed that the premises may not be occupied by more than \_\_\_\_\_ people (to prepare venue for event)
- In the event of extra people arriving on the day of the event a R100 surcharge per person will apply, payable prior to the conclusion of the event and seating must be supplied by client.
- The Tenant shall not cede, nor transfer, nor assign, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without Ward's Way's prior written consent.

- Ward's Way Venue will be available for a maximum of 8 hours. All music must stop at 23:30. All guests must vacate the property by 24:00.
- All functions end by midnight (24:00), please note that there is a fee of R500 per hour after 24:00, which will be deducted from breakage deposit.
- The function will run from the times indicated on the booking form and contract, notwithstanding whether the proceedings start on time or not.
- No fireworks or fire lanterns allowed. Fires only allowed in designated braai area.
- The slaughtering of animals will not be allowed on the property.
- Legislation prohibits smoking in public areas. The toilets, hall and chapel are non-smoking areas, this includes smoking of Hubbly's and Vapes. Guests are required by Law to smoke in designated smoking areas in the garden.
- No overnight staying at the venue for purposes of setup or for any other purpose whatsoever.

### **MUSIC**

- There are limitations to amplified music. All music both amplified and unamplified must be restricted to the inside of the hall. Under no circumstances may PA systems be directed to or placed on the outside of the building.
- All music must be turned off by 23:30. Music must be kept at an acceptable volume that does not cause disruption or disturbance to the surrounding/neighborhood area.
- Hooping and music will not be permitted in parking areas.
- Patio doors will be closed from 23:00 to avoid sound from travelling to neighboring properties.

### **FURNITURE AND EQUIPMENT**

- No alterations are allowed, including nails or hooks in the walls, roof or frames. Any damage to Ward's Way Venue's property including linen, beyond reasonable wear and tear will be charged for accordingly and deducted from deposit.
- Candles may not be placed directly on the linen. Ward's Way reserves the right to remove the candles if necessary. Candleholders should be wide enough to ensure no wax damage to the linen. Should Ward's Way have to provide candle bases, a surcharge of R40/holder will be levied.
- Colored streamers, incense, sparklers and paper confetti will also permanently damage linen and therefore not allowed.
- No loose glitter inside the venue (hall/garden), a surcharge of R250 will be charged for the cleaning up thereof.
- No adhesive products like glue, double sided tape, duct tape, stickers or branding whatsoever will be allowed on the floor or walls of Ward's Way Venue. Any adhesive will be removed at the cost of the clients' expense and deducted from the breakage deposit. Initial.....
- No paper confetti, streamers or feathers are allowed at the venue. You are welcome to use flower petals. If other confetti types are used regardless of the agreement, a R250 fine will be deducted from the deposit.
- Tables and chairs may not be moved into the garden.

### **CHILDREN**

- To ensure the safety of children attending events at Ward's Way the children must be attended to at all times and they are expected to treat the venue and furnishings with respect. Children shall not be permitted to roam the facility and courtyard freely without adult supervision.
- We DO NOT allow anyone to climb on nor swim in the fountains and water features and guests will be asked to leave the premises in the event of such occurrence.

## PARKING AND VENDOR LOADING

- There is ample complimentary parking for all guests and vendors in the parking lot.
- Ward's Way and/or its staff will under no circumstances be liable for loss, damage and/or theft of any property of the guests attending the function.

## POWER

- Ward's Way will not be held responsible for interruptions of services (water, electricity, sanitary services)
- Please determine overall power needs (music, lighting, catering, etc.) ahead of time and make arrangements for a generator if necessary.
- Ward's Way's generator (5kVa) can be used in an emergency/power outage at R150/hour, which will be deducted from breakage deposit. Ward's Way will not be held responsible if generator should fail to start or break down. Initial.....
- If a generator is used all fridges/freezers/geysers/urns (all plugs) will be rendered inactive.
- Please refer to the venue diagram for available power and outlet points.
- Ward's Way will not be held responsible for any reason whatsoever for the non-functioning of any equipment brought on to the premises by the client or Ward's Way's equipment.

## WEATHER CONDITIONS

- In the event hazardous weather requires the evacuation of the property for the safety of the guests, the event will be terminated and guests will be required to vacate the property.
- Should the event be cancelled due to these weather conditions, all fees paid will be forfeited.

## CATERING

- Outside caterers will be allowed.
- Caterers must provide protective mats to be placed under all active food stations, spit braai's etc.
- Caterers must provide their own black bags to be used during the event.
- **All vendors and contractors are responsible for the clean-up and removal of their equipment, food and garbage within 1 hour of the events conclusion. If Ward's Way need to remove garbage – R150 will be deducted from breakage deposit.** Initial.....
- Caterers must bring their own Gas burners/stoves along with gas in the case of cooking at the venue.
- No electric stoves are allowed.

## BAR

- Clients are allowed to bring in their own liquor, a corkage fee of R20/table will be applicable.
- Rental of bar area R1500/event and incl. fridge/freezer and bar counter.
- No Drinking allowed in parking area.
- Alcohol may not be served to minors or anyone appearing to be intoxicated.
- Customer Bar closes @23:30 and no drinks will be served thereafter.
- In the case where a guest appears to become aggressive or unruly due to alcohol consumption, he/she will be asked to leave the premises – if he/she does not comply by leaving, the electricity will be cut and all guests will be required to leave the premises
- In the event where a guest becomes aggressive/unruly/boisterous/uncontrollable or the like (even when not drunk) we reserve the right to have those persons removed from the venue by SAPS

## **SET UP/REMOVAL AND CUT OFF TIMES**

- Set up/Removal time is during office hours of the day before/after the event (subject to availability). Office Hours are as follows: Mon – Fri (08h00-17h00), Sat (08h00-16h00) and Sun (09h00-15h00).
- The ceremony area/venue will be ready 2 hours prior to start time of ceremony.
- All functions have the venue until midnight only. No music is permitted after this time.
- Décor and props must be removed the same day of the event and all other arrangements must be in writing and consented to by Ward's Way.
- Any items (décor/speakers/lights, etc.) not removed by closing time the day of the event will be placed in storage by the nightcleaning staff.
- A Charge of R500/day will be deducted from the deposit for storage of such items.
- Ward's Way does not accept liability for loss or damage to any item during this period.
- Should the Ward's Way building, surrounding gardens or décor be damaged by the client during the set-up or break down operations of the function, the client will be held responsible and will be billed accordingly.
- Whilst every precaution will be taken to ensure the safeguarding of your belongings, Ward's Way will not be liable for loss or damage to any property whatsoever (décor/props/gifts/valuables/etc.). We recommend that all personal and valuable property be removed directly after the function.

## **PUBLICITY**

- Ward's Way reserves the right to photograph or film the event for its own use.

## **LEGAL FEES**

- The client shall be liable for any legal and admin fees that are accumulated over and above the monies owed to Ward's Way.

## **SOLE AGREEMENT**

- This contract constitutes the sole agreement between the parties for the performance of the services and no representation not contained herein shall be of any force and effect unless reduced to writing and signed by both parties.

## **INDEMNITY**

- The client indemnifies Ward's Way for any claims for damages, injury or loss by any person(s), including its guests, arising out of function held at the premises.
- The client will be responsible for damages caused to Ward's Way Venue by their attendees.
- Ward's Way reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage to, or destruction of the venue by fire, shortage of labor, strikes, industrial unrest, National disasters or any other cause beyond the control of Ward's Way, which shall prevent it from performing its obligations.
- A car guard is employed for the safe keeping of vehicles, but Ward's Way cannot be held liable for any loss, damage or theft of any car or valuables from within any vehicle.
- Ward's Way or its employees, unless appointed, is not acting as coordinator(s) of events and unless specifically appointed, will not be held responsible as such. Ward's Way reserves the right to raise a coordination fee should it be acting as such.

**The Customer confirms that he/she has read and understood the general terms and conditions and hereby agrees to abide by the terms and conditions set out in Ward'sWay Venue General Terms and Conditions Document as referenced and hereby binds himself/herself in their personal capacity as surety for all monies owing, arising from this agreement.**

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
FULL NAMES (CLIENT)

\_\_\_\_\_  
FULL NAMES (ON BEHALF OF WARD'S WAY)

\_\_\_\_\_  
SIGNATURE (CLIENT)

\_\_\_\_\_  
SIGNATURE (ON BEHALF OF WARD'S WAY)

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
FULL NAMES (WITNESS 1)

\_\_\_\_\_  
FULL NAMES (WITNESS 2)

\_\_\_\_\_  
SIGNATURE (WITNESS 1)

\_\_\_\_\_  
SIGNATURE (WITNESS 2)

