



# Contract of Agreement

for an event on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

## Venue of Choice:

- The Great Hall  
 Shepstone Gardens  
 both venues

**This contract is an agreement between The Shepstone Experience, ('us', 'we', 'our', 'GH') and the client ('you', 'your').**

Please sign this contract to acknowledge that you (the client) have read and understood the attached terms and conditions. Please sign each of the five pages and return this contract to your co-ordinator in order to secure the booking.

Person responsible for this account (account holder's name): \_\_\_\_\_

Account holder's ID no: \_\_\_\_\_ Contact No of Account Holder: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Secondary Contact No: \_\_\_\_\_

## In order to secure your booking with Shepstone Experience we require:

1. A booking payment of R5,000 - this is a fee charged to secure a date for your function, and is therefore not refundable.
2. This contract, signed - please read this contract carefully.

**Once we have received both the booking payment fee and the signed contract, your booking is secured.**

## Payment Terms

We require you to pay 30% of the invoice within one calendar month of your deposit date.

Our bank details are:

### The Shepstone Experience

**First National Bank (FNB) account number: 62854309450**

**Branch code: 250655**

This 30% payment is fully refundable, provided you cancel at least 90 days before the function date.

Please fill in the date and amount of this initial 30% payment, based on your current invoice:

Date: \_\_\_\_\_ Amount: \_\_\_\_\_

We require you to pay an additional 30% of your invoice 90 calendar days before the date of your function.

This 30% payment is not refundable.

Please fill in the date and amount of this second payment:

Date: \_\_\_\_\_ Amount: \_\_\_\_\_

The balance of your invoice will be established at the five-week sign-off meeting and any outstanding amounts must be settled at least one calendar month before the function.

**We reserve the right to cancel any bookings that have not been paid in full 30 days before the date of the function.**

**Please initial below to show you have read and agree to all the terms and conditions on this page:**



**If your function is in less than 30 days time:**

If you book the venue less than a month before the date of your function, you need to pay the invoice in full to secure your booking. **Postponements that occur less than 30 days before the function will be treated as a cancellation.**

**If you cancel or postpone less than 30 days before your function, any money you have paid will not be refunded**

**Cancellations and date changes**

The R5,000 booking fee is non-refundable.

If you postpone the date of your function, there is an extra non-refundable fee of R5,000. Dates are subject to availability.

The first 30% payment is refundable up to 90 days before your event.

The second 30% payment and final payment are not refundable.

If you book and pay for the function less than 30 days before your function date, your full payment is not refundable.

If you choose to postpone your event, and subsequently cancel, funds paid are not refundable.

**Refund process:**

In the event that a refund is required, we require the following banking details where the funds are to be paid:

Name of the bank account where the refund must be paid: \_\_\_\_\_

Account Number: \_\_\_\_\_ Bank Name: \_\_\_\_\_

ID No. Of Account Holder \_\_\_\_\_ Signature of Account Holder \_\_\_\_\_

**Catering:**

The Shepstone Experience works with a diverse selection of excellent caterers who will be able to meet all your culinary requirements and will be able to work to your budget.

We do not allow caterers that are not on our Preferred Supplier list.

Please refer to our website for a list of Preferred Suppliers, or ask your co-ordinator.

**Sound, DJs and Performers**

The Shepstone Experience will provide a DJ, sound technician or performers for your event.

This fee will automatically include the venue's sound system as well as a sound technician who will provide cordless microphones if required.

The sound technician will also ensure that any audio visual requirements are planned for in advance and arranged on the day.

**The Shepstone Experience does not allow external DJs to perform at our venues.**

**External speakers are not allowed.**

If any additional equipment is required, the sound technician will provide it, at an additional rate.

**Live bands, drums and any amplified music must be contained in the Shepstone Gardens hall, which has sound proofing.**

**This is a legal requirement and cannot be overlooked.**



### **Florists and decor requirements**

Shepstone Gardens has an excellent team of talented florists and decor specialists who will work to your vision and budget.

**The venue does not allow external florists to work on-site.**

### **The Bar**

Our bar service can be tailored to your requirements. Please discuss your requirements with your co-ordinator before or at the final sign-off meeting. Please be aware that the venue does not keep cash on site. 'Cash bars' are strictly managed with debit and credit cards only. Visa, MasterCard and Zapper payments are accepted.

To run a tab, either a card or the guest's car keys are kept behind the bar as security.

You will be responsible, and billed for, any unpaid bar tabs generated by your guests. Last rounds will be called at 12:30am.

***The venues prefer to source any special requirements for the bar. However, if it is unavoidable to bring in drinks, there is a flat corkage fee of R150 ex VAT per bottle of wine or sparkling wine, and R550 ex VAT per bottle of spirits.***

***If an external bar service is required, a flat fee will be calculated based on the amount of guests attending the event.***

### **Additional alcohol (Including wines and sparkling wines)**

Shepstone Gardens offers a wide variety of alcoholic beverages outside the venues' standard bar list. Please speak to us about your bar requirements. Alcohols are subject to availability. Please confirm your order at the final sign-off meeting.

### **Co-ordination Packages**

You are required to take **either** a full planning package **or** a co-ordination only package. More information is available on request. Please take the time to talk to us if you would like more information on either package.

#### **What the 'Full Planning Package' entails:**

***The venue will assign you a planner. Their responsibility will be to manage all aspects of your function:***

- Event planning • Budget management
- Supplier sourcing, comparing quotes, booking meetings
- Developing timelines, layouts and seating arrangements
- Managing to-do items and keeping your function on track
- Your planner is available to you at all times
- Full co-ordination includes on-the-day co-ordination

#### **What the 'Co-ordination only' Package entails:**

***The venue will assign you a contact. However, you will be responsible for making all arrangements regarding suppliers, timing schedules, seating arrangements, etc.***

At your five-week sign-off meeting, you will be required to hand over all information (supplier details, etc) to your co-ordinator.

**Your co-ordinator and the function manager will be responsible for running the event on the day. (Corporate event coordination is the same as the 'On The Day' co-ordination)**



### **Venue Capacity and accessible areas**

Kindly confirm your guest numbers and layout requirements with your co-ordinator to ensure that we can adequately seat your guests. The main house at number 8 (including its verandah) is private and will not be accessible during a function. The venue reserves the right to conduct viewings until one hour before your guests arrive.

### **The five-week sign-off meeting**

You are required to sign off (sign agreement to) all function sheets, floor plans and final guest numbers at the sign-off meeting, which is held between four and five weeks before the function.

You must send these documents (function sheets, floor plans, invoices etc) to your co-ordinator or send them by email.

Please confirm changes and cancellations in writing.

They must be signed and dated by you, or a representative, as well as one of our co-ordinators.

The number of guests must be confirmed at the sign-off meeting.

These numbers will be the final amount we charge for, unless the final attendance number is increased, in which case we will charge accordingly.

### **Staffing Requirements**

Shepstone Gardens waiters, barmen and scullers are required at every function.

External waiters, barmen and scullers are not permitted to work at either venues.

Shepstone Gardens management reserves the right to allocate the quantity of required staff at each function.

All functions require a function manager, who will take over the responsibility of running the function from the co-ordinator, as well as co-ordinating the clear up after the function.

### **Opening and closing times**

You and your suppliers will have access to the venue from 8am on the day of your function, or earlier by arrangement.

**As we are located in a residential area, we require the music to be turned off at the following times:**

<b>The Great Hall:</b>	<b>Shepstone Gardens:</b>
Monday to Sunday, excluding Saturday: 10:00pm	Monday to Thursday: 11:00pm
Saturday: 12:00am	Friday, Saturday, Sunday = 12:30am

Guests are welcome to linger after the music is turned off but our staff will start a clean-up of the venue at that time.

### **Marquees**

Marquees must be erected on the day of the function by our preferred supplier and removed immediately after the function. This is not negotiable.

We require that you use an approved floor with your marquee to protect any lawn. This must be placed on the lawn before the marquee is set up and removed immediately after the function to allow the grass to recover.

Flooring is required over any grass, at an additional fee.

### **Valuable possessions, equipment and gifts**

Please make sure you remove all possessions, equipment and gifts immediately after your function.

Due to the nature of the business, our venue is generally open to clients and their guests, as well as suppliers and their staff. Therefore we cannot be responsible for valuables, equipment and gifts left at the venue.



While we will take precautions to keep your belongings safe, we are not liable for loss or damage to any property, including décor, props, wedding gifts, phones, equipment, or valuables. If cash gifts are expected, a sealed box must be provided to put the money in.

Both venues require that a responsible member of the party is charged with putting all valuable gifts in safe, secure storage. While security is provided, guest and supplier vehicles are parked at their own risk.

### **Other general rules**

For confetti, no paper, streamers, or rice are allowed. However, you are welcome to use anything that is bio-degradable.

No fireworks, sky lanterns or open fires are allowed.

Candleholders should be wide enough that no wax damages the linen. You may not put candles directly onto linen.

We reserve the right to remove candles if we believe that the candles may damage our linen or property.

We will bill you directly for repair or replacement of linen damaged or destroyed during your function.

No permanent alterations are allowed, including paint, nails, hooks, screws or staples in the walls, roof or frames.

Décor, props and all items from your wedding must be removed by 7am the day after your function.

We will dispose of any items not collected within ten days of your function. The Shepstone Experience does not accept liability for loss or damage of any item during this period.

We charge 12% interest on all amounts outstanding from the day of the function. The interest rate is applied pro-rata.

### **Please make use of Uber**

Kindly take note that due to the zero alcohol tolerance policy of the City of JHB, as well as the limited capacity for parking, the venues strongly advise you to request that your clients make use of e-hailing services such as Uber, Bolt and Taxify.

### **General disclaimer**

We reserve the right to refurbish and upgrade the venue from time to time.

We reserve the right to cancel any booking, due to any disruptions to the venue caused by fire, labour shortage, strikes, industrial unrest, legal issues or any other cause which prevents the venue from performing its obligations.

We do not accept liability for any cancelled events due to natural disasters or reasons beyond our control.

We do not accept liability for lost, damaged or stolen items.

We are not liable for interruptions of public services such as water, electricity and sanitary services.

### **You:**

- **confirm that you have read, understood and agree to the terms and conditions of this document**
- **promise to pay all money you owe arising from this agreement**
- **acknowledge that The Shepstone Experience does not take responsibility for any injury, loss or death that occur on-site.**
- **will pay for any damages to either venue's property that happen during your function.**

**The Shepstone Experience will not be held liable for any possible disruptions, cancelled events or lack of service delivery due to negligence or any unforeseen circumstances.**

Primary Contact Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Secondary Contact Name : \_\_\_\_\_

Signature: \_\_\_\_\_