



<p><b>FUNCTION AGREEMENT</b>  <b>between</b>  <b>Avianto Pty. (Ltd)</b>  <b>and</b></p> <p><b>On this ..... day of .....20..</b></p>
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(Full names)

Please initial each page, complete details on this page and return the entire document back to Avianto by fax on (011) 668-3060, e-mail or hand it to a coordinator, together with proof of payment.

The customer / authorised representative of the Customer, by his/her signature hereto, hereby confirms that he/she is duly authorised, in the information supplied above is true and correct. 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 as set out in the Avianto General Terms and Conditions Document as referenced below and hereby binds himself/herself in their personal capacity as surety for all monies owing, arising from this agreement. He/she further confirm that it was explained to him/her that he/she is entitled to have this document translated into a language of his/her choice at his/her expense.

**PERSONAL/COMPANY PARTICULARS**

<b>Company Name :</b>	<b>Client Name :</b>
<b>VAT Reg. Number :</b>	<b>ID :</b>

**ADDITIONAL INFORMATION**

<b>Tel. No. Work :</b>	<b>Cell :</b>
<b>Fax No. :</b>	<b>E-mail :</b>
<b>Physical Address (chosen domicilium citandi et executandi) :</b>	
<b>Postal Address :</b>	



**EVENT / FUNCTION PARTICULARS**

<b>Date of Function :</b>		<b>Day of the Week :</b>	
<b>Function Room/Venue Booked :</b>		<b>Function Type :</b>	
<b>Current Menu Option / Price :</b>		<b>Estimated Number of Guests :</b>	
<b>Quote Attached :</b>		<b>List of Included Items Attached :</b>	
<b>Tables :</b>		<b>Maximum Pax to be charged for:</b>	
<b>Venue Hire :</b>		<b>Suite Included :</b>	
<b>Area's of Exclusive Use:</b>		<b>Surcharge :</b>	
<b>Estimate the Number of Hotel Rooms, (we cannot guarantee they will be available until booked) :</b>		<b>Minimum Guest Requirement :</b>	
<b>Additional Notes</b>			

**PAYMENT DETAILS – this section to be completed by the Hotel**

<b>Function / Function Booking Code :</b>			
<b>Venue Hire :</b>			<b>2nd Payment :</b>
<b>3<sup>rd</sup> Payment :</b>			<b>Bar Prepayment :</b>

**BANKING DETAILS**

Avianto PTY (Ltd)  
 Standard Bank - Northcliff  
 Account number – 200 547 666  
 Branch number – 006 305  
 Should you deposit money directly into our account, please use your booking code as the reference.

Your booking will be confirmed on receipt of the signed contract and payment.



## GENERAL TERMS AND CONDITIONS

### ACCOMMODATION

#### Non-S.A. Residents

To ensure legal compliance with the South African Immigration Act of 2004, as documented in the Government Gazette dated 11 October 2004, it is mandatory to record the information listed in the schedule annexed hereto named "Personal Particulars of Non-S.A. Residents", for all non South African Residents residing in a Hotel. To facilitate this legislation, it is necessary for the group rooming list to include the following information for individual guests, who are non-South African residents.

Surname / First Name / Passport No. / Residential Status / Residential Address / Home Telephone Number / Mobile Telephone Number / Office Telephone Number / E-mail Address

- Rates quoted are per person per night and include breakfast.
- Check in time at 14:00 for all other guests. A fee of R100 per room is levied should guests wish to check in at 13:00. This is payable when confirming the booking.
- Children under the age of 2 years will stay complimentary when sharing a room with adults. One child allowed per Luxury Room.
- A 100% deposit confirms the booking, room extras payable on departure.
- Function guests to make use of Company's name as a reference when booking.
- Avianto reserves the right to amend its prices at any time. An annual price increase is affected each January of every year with immediate effect applicable for the year to follow. Only reservations paid in full will be honoured at the original price.

### SPECIALS

- Complimentary rooms must be used on the night of the function.
- Should there be no rooms or a limited amount of rooms available on the night of your function, Avianto will issue you with vouchers valid for two months to use the rooms on another weekend night.
- Vouchers are not transferable or exchangeable for cash.
- Should you cancel or move your booking the specials offered will not be valid.
- Added specials to your menu cannot be exchanged for other dishes or cash.

### MENU SELECTION

Our extensive menus are interchangeable to accommodate your personal requirements. Copies of our menus are available on request.

- Annual food increases will be of immediate effect in January of every year for the year ahead. Menu prices remain subject to change due to economic factors during the course of the year.
- Children under the age of 8 years will be charged 50% of the agreed adult menu price. Children under the age of two years will not be charged.
- Food may not be brought onto the premises.
- Food may not be taken off the premises.
- Please note that your entire guest amount must be catered for; applicable to any and all menu options available on our menu selector.
- Suppliers (DJ, photographer etc.) contracted to work at the Reception will be included in the total guest amount/selected menu for catering purposes.
- Brunch functions are limited to Mondays to Thursdays, Sundays and on our short notice special.
- Cocktail functions are limited to Mondays to Thursdays and on our short notice special.



- Should an outside caterer be used for specialised dietary requirements such as Kosher or Halaal catering for the entire function, a surcharge of R95.00 per person for 2009 / 2010 (including children and subject to an annual increase effective in January of every year) will apply. Please speak to your coordinator regarding the options available.
- Should your final number of guests on the day of your function, exceed the number confirmed you will be charged the quoted menu cost plus a 50% surcharge.

### **SERVICE FEES**

To ensure the guests' relaxation and comfort during any function, waitrons are employed to attend to their every need without the expectation of a gratuity. This service is compulsory and the minimum requirements are:

- Plated menus require one waitron per table for up to 10 guests.
- Halaal functions require one waitron per table for up to 10 guests.
- Buffet menus require one waitron for every 15 guests.
- A headwaiter is employed over and above the above mentioned quota to serve the main table only. Should there be over 8 guests seated at the main table an additional head waitron is required for the main table only.
- Waitrons / runners are charged at a minimum 6 hour shift.
- One bar attendant per 25 guests will be needed for all types of bar requirements, to a maximum of three up to 180 guests and four up to 250 guests. Should the total guest amount exceed 250, additional barmen would be required; this can be liaised with your co-ordinator.
- Bar attendants are compulsory for Alcoholic as well as Non-Alcoholic functions.
- Should waiters work longer than six hours, the standard rate per hour per waiter will be charged, until the venue overtime rate is applicable. (Please see cut-off times.)
- Service charges are subject to change without prior notice.

### **BAR SERVICES**

We require clients to brief us regarding their requirements for the provision of a Full Bar, Wine, Malt, Soft drink Bar or a Cash Bar. Clients are welcome to set a limit on the total bar expenditure for their account. In order to maintain control of this account, we are willing to supply a regular reconciliation of the bar account during the function.

- Bar attendants are charged a minimum of an 8 hour shift.
- Should waiters work longer than 8 hours, the standard rate per hour per waiter will be charged, until the venue overtime rate is applicable. (Please see cut-off times.)
- Bar prices are subject to change without prior notice.
- An updated list of bar prices is available on request.
- Wine orders need to be placed two weeks prior to a function. Wine orders are limited to; two Sparkling Wine / Champagne options, three white wine options, two red wine options.
- No beverages (wines, spirits, beers or soft drinks) may be brought onto the premises.
- Any changes to the bar requirements at any stage are to be done so in writing.
- No food or beverage may be brought onto the property, into the accommodation or into function rooms by the Customer or his guests for consumption on the premises, unless the prior written consent of the Hotel has been obtained. This also applies to "dinky" bottles / party favours and gifts.

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

Set up time is during office hours of 08h00 to 17h00 prior to functions in each venue. The reception area and venue will be ready / set up 3 hours prior to the start time of the function. Anyone making alternative arrangements must ensure that these are documented on the function sheet at the final appointment.



- An overtime rate of R500-00 per half hour or part thereof will be charged 8 hours after the start of the function service. This will automatically be added to your account at the end of the function. The R500-00 includes use of the venue, a manager, headwaiter, two waiters and two barmen.
- Overtime of R500-00 will also be charged should the client's décor breakdown exceed standard functions times or overtime paid for.

### **FURNITURE AND EQUIPMENT**

The provision of Avianto's standard furniture and equipment is at no extra charge.

Please ensure that the equipment requested is satisfactory in advance of your function. Any additional items should be supplied or hired by the client at the client's cost.

- Should clients require the folding of our napkins completed with detail (e.g. ribbon, raffia) supplied by the client, a fee of R2.50 (incl. VAT) per napkin will be charged. This will be confirmed and charged for two weeks prior to the function date.
- No fireworks will be allowed on the Avianto property, it's also Mogale council law.
- No live animals will be allowed on the Avianto property without prior written permission.
- Hooting and loud music will not be permitted in the drive way and parking areas.
- Music equipment (i.e. your DJ's speakers etc) may not be set up outdoors.
- Avianto reserves the right to install professional music systems in all Function Venues to manage sound levels, in this event the Customers and their suppliers will have to make use of equipment provided.
- Patio doors will be closed from 22:00 to avoid sound from travelling to neighbouring properties.
- Candles may not be placed directly on the linen. Avianto reserves the right to remove the candles if necessary. Candleholders should be wide enough to ensure no wax damage to the linen. Should Avianto have to provide candle bases, a surcharge will be levied.
- No permanent alterations are allowed, to include nails or hooks in the walls, roof or frames. Any damage to Avianto property including linen, beyond reasonable wear and tear will be charged accordingly.
- Legislation prohibits smoking in public areas. Rooms and all Function and Function Venues are non-smoking. Guests are required by Law to smoke in designated Smoking areas.

### **APPOINTMENTS AND PAYMENT REQUIREMENTS**

- Bookings are secured by payment of the full venue hire
- 90 days prior to the function, menus are confirmed and 50% of the food bill based on minimum Menu cost, full waitron and barmen charges are payable
- 60 days prior to the function, the balance of the food bill is payable
- 2 to 3 weeks prior to the function at the final appointment, the following is confirmed;
  - procedures of function day
  - final number of guests, this number may only increase by 10% up to 3 days prior
  - accommodation costs are settled
  - bar requirements and 50% of estimated bar bill payable (credit card, cash or bank guaranteed cheque only)
  - Please note that the final appointment may not be conducted unless the full invoiced amount has been paid in full.
- On the day of the function the balance of the bar account is settled as well as any possible overtime costs and costs for damages / breakages. This may only be done so with a credit card, cash or bank guaranteed cheque.



### **RISK/LOSS/DAMAGES**

- No paper confetti, streamers, feathers or rice are allowed at Avianto. You are welcome to use flower petals. If other confetti types are used regardless of the agreement, the client will be charged per hour for casual cleaning staff.
- While Avianto does feature emergency water tanks and a full backup generator installation, we shall not be held liable for interruptions of services (water, electricity, sanitary services).
- Whilst every precaution will be taken to ensure the safeguarding of your belongings, Avianto will not be liable for loss or damage to any property whatsoever (décor props, function gifts, valuables, etc). We recommend that all personal and valuable property be removed directly after the function.
- Décor and props must be removed by 09h00 on the day following the function. Any items not removed within 7 days of being placed in storage will be discarded. Avianto does not accept liability for loss or damage of any item during this period.
- Please note that drapings that have not been removed at the end of the function or by 08h00 the following morning will be taken down. Avianto does not accept liability for loss or damage of any item during this period.
- Should the Avianto building, surrounding gardens, décor or napery be damaged by the client or clients' suppliers during the set-up or break down operations of the function, the client shall be held responsible and will be billed accordingly.
- The customer shall not be entitled to:
  - Paint, affix or attach any matter to the walls of the function room
  - Drive into the walls, floor, partitions, doors of the function room any screws, nails or the like
- Avianto, its employees or any person employed at any function will not be held liable for any loss or injury to persons, due to negligence or any other cause whatsoever.
- Avianto reserves the right to refurbish and upgrade the venues from time to time.
- Avianto 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 labour, strikes, industrial unrest, or any other cause beyond the control of Avianto, which shall prevent it from performing its obligations. In these circumstances every effort will be made to find an alternative venue.
- The client must confirm all changes and cancellations in writing.

### **RESCHEDULING OF A DATE**

The postponement of a function is considered a cancellation.

### **CANCELATION POLICY**

- Should your function be cancelled for whatever reason once the deposit has been paid any refund will only be made once the date has been rebooked by another function. Any discounts passed onto the new booking for Venue Hire or minimum Guest Amount will be deducted from the potential refund. This refund will be made less a 20% handling fee and should the venue not be rebooked the full payments received will be forfeited.
- In the event of non-payment of the fees within the time specified, Avianto shall be entitled to cancel a booking after giving the client written notice giving them seven days to rectify.
- The final number of guests as discussed at the final appointment will be the number charged for unless attendance is greater as detailed above. Bearing in mind that should this variance still be below the minimums mentioned previously, clients will automatically be billed for the specified minimum.