

AVIANTO



CELEBRATIONS CONTRACT 2024

Celebrations Agreement entered into and between

AVIANTO PTY (LTD)

(Hereinafter referred to as "Avianto")

and

Name:

Identity Number:

Physical Address:

Postal Address:

Contact numbers:

(Work) _____

(Fax) _____

(Mobile): _____

Email address: _____

(hereinafter referred to as the "Client")

Please initial each page, complete the details and return the entire document back to Avianto by email:

info@avianto.co.za

or hand it to a coordinator, together with proof of payment to confirm your booking.

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A. IMPORTANT INFORMATION REGARDING TO THE CELEBRATION

Function Date:

Type of Function:

Day of the Week:

Function Area Booked:

Function Minimum Numbers:

Venue Hire:

Public Holiday Or Day Before Public Holiday?

Notes On Any Special Agreements With Financial Implications:

B. INFORMATION SHEET

Please read and acknowledge the below mentioned information as it forms part of the agreement between "Avianto" and the "Client".

To secure your booking, full venue hire is payable together with your signed contract.

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VENUES

- 1.1. The hiring of the venue will automatically give you exclusive use of that venue
- 1.2. Included in the venue hire are the following: tables with white cloth and napkins, standard wrought iron chairs with cushion, table numbers, standard cutlery and crockery, parking.
- 1.3. The Banquet Hall, Ballroom and fireside Room has a professional music system consisting of an amplifier and speakers. In order to reduce noise pollution, this will be the **only system that will be available to use in these venues**. External suppliers will still be welcome at Avianto however they **will have to patch into the system provided**. Please check with your coordinator for spec sheets and details of the systems for your DJ's / Bands / Musicians.
- 1.4. Please note for smaller venues such as the Oak Room, River Room, Wine Cellar and Great Arch Room - no DJ's, PA and mics permitted – **only background music which you may provide, alternatively request a PA system which can be hired in upon request.**

2.4 VENUES, HOTEL AND AVIANTO IN GENERAL

- 2.4.1 Avianto is a non-smoking venue, allocated smoking areas are available outside.
- 2.4.2 Rights of admission reserved; this decision will be at the manager's discretion.
- 2.4.3 All back of house areas are out of bounds to the client and their guests.
- 2.4.4 Regrettably we do not accept cash or cheques. Visa, Master Card, American Express and Zapper are accepted. EFT by prior arrangement only. Please notify all your invited guests to avoid any inconvenience on
Functions and Events at the Avianto Clubhouse will only be allowed to play background music at all times. No loud music, Bands or DJ's allowed.
- 2.4.5 Should it be necessary for Avianto to implement additional Health and Safety requirements as deemed necessary by Government to deal with a pandemic or other unforeseen situation, these costs will be added to the recon based on market related costs to implement these at the time. Examples include hourly sanitation with alcohol sanitizer, gloves and masks as may be required for staff etc.

3 ACCOMMODATION

- 3.1 Avianto has 35 rooms in the village and are reserved based on our terms and conditions which operates on a first pay first confirm basis. No rooms are confirmed prior to the receipt of full payment of your reserved room/s. Room T&C's apply

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4 SPECIALS

- 4.1 Should you cancel or move your booking the specials offered will not be valid.
- 4.2 Added specials to your menu cannot be exchanged for other dishes or cash.
- 4.3 Unless otherwise specified, only 1 special offer can be used at a time.

5 MINIMUM NUMBERS

- 5.1 The final number of guests as discussed within the week of the function 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.

6 MENU SELECTION

- 6.1 Our extensive menus are interchangeable to accommodate your personal requirements. Copies of our menus are available on request.
- 6.2 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.
- 6.3 Children under the age of 10 years will be charged R175.00 per child. Children under the age of two years will not be charged.
- 6.4 Food may not be brought onto the premises and Food may not be taken off the premises.
- 6.5 Please note that your entire guest amount must be catered for; applicable to any and all menu options available on our menu selector.
- 6.6 Suppliers (DJ, photographer etc.) contracted to work at the Reception will be included in the total guest amount/selected menu for catering purposes.
- 6.7 Should your actual number of guests on the day of your function exceed the number confirmed you will be charged for the additional guest at the confirmed menu price.
- 6.8 Should your actual numbers drop below the confirmed numbers, you will be charged for the guest totals confirmed at the final appointment.
- 6.9 Avianto strictly prohibits the removal of leftover buffet food and under no circumstances may guests be allowed to remove food from the property.
- 6.10 Menus are confirmed minimum 14 days prior to your function and changes are not possible after this.
- 6.11 In the event that an item on the menu is unavailable it will be replaced with another option without prior notice.

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7 SPECIAL DIETARY REQUIREMENTS

- 7.1 Individual Halaal and Kosher meals can be ordered from our approved suppliers for such dietary requirements.
- 7.2 Any additional cost will be for the client account.
- 7.3 Outside supplier's prices quoted are subject to change without prior notice.
- 7.4 Avianto needs to be advised of any special dietary requirements at or before the final appointment.

8 SERVICE FEES

- 8.1 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.
- 8.2 This service is compulsory, and the minimum requirements are:
 - 8.2.1 One waitron per table for up to 10 guests.
 - 8.2.2 A headwaiter is employed over and above the above-mentioned quota to serve the head table only. Should there be over 8 guests seated at the main table an additional head waitron is required for the main table only.
 - 8.2.3 Waitrons / runners are charged at a minimum 8 hour shift @ R70.00 p/h per waiter for 2024. Prices are subject to change without prior notice.
 - 8.2.4 Bar attendants are compulsory for all functions and are charged at the rate of R70.00 p/h per barman. A cashier is required for 30 or more guests and charged at the same rate.
 - 8.2.5 Should waiters work longer than eight hours, the standard rate of R70.00 per hour per waiter will be charged.
 - 8.2.6 Bar attendants and cashiers are charged a minimum of an 8-hour shift.
 - 8.2.7 Should the Barmen work longer than 8 hours, the standard rate per hour per barman will be charged.

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8.2.8 Minimum requirements are:

| NUMBER OF GUESTS | BARMAN | CASHIER |
|---------------------|----------|-----------|
| Less than 20 guests | 1 Barman | |
| 21 to 40 guests | 1 Barman | 1 Cashier |
| 41 to 100 guests | 2 Barman | 1 Cashier |
| 101 to 350 guests | 3 Barman | 1 Cashier |

9 BAR SERVICES

- 9.1 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 update of the bar account during the function.
- 9.2 Bar prices are subject to change without prior notice.
- 9.3 An updated list of bar prices is available on request. Annual bar price increases can be expected in April every year and will be implemented in the month without notice.
- 9.4 Corkage will only be granted on special request for items not stocked by Avianto and has to be confirmed by accounts.
- 9.5 Wine orders need to be placed two weeks prior to a function.
- 9.6 Any changes to the bar requirements at any stage are to be done so in writing.
- 9.7 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. Should guests supply alcohol in the form of “dinky” bottles / party favours and gifts, corkage will be charged accordingly on all bottles.
- 9.8 Cash bar: Should you opt to make use of a strictly cash bar option; any outstanding/unpaid accounts will be automatically transferred to the main account. Should the outstanding amount be recouped, the organiser will be refunded.

10 SET UP, CUT OFF TIMES AND OVERTIME

- 10.1 Set up time is during office hours of 08h00 to 17h00 prior to functions in each venue. The venue will be ready / set up 2 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.
- 10.2 Avianto does not have a flower storage area, therefore all deliveries and arrangements need to be

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made on the day of the function. The venue can be opened as early as need be to accommodate early set-up.

- 10.3 An overtime rate of R2 500.00 per hour or part thereof will be charged 8 hours after the start of the function. This will automatically be added to your account at the end of the function. The R2 500.00 includes use of the venue, a manager, headwaiter, two waiters and two barmen. The bar closes half an hour before overtime kicks in.
- 10.4 Overtime of R2 500.00 will also be charged should the client's décor breakdown exceed standard function times or overtime paid for.
- 10.5 Please take note that should you decide to continue into venue overtime the venue will close latest 03h00 and the bar will close at 02h30.
- 10.6 Avianto reserves the right to show a Venue to potential customers during the set-up time of all Functions up until an hour prior to a function starting.

11 MUSIC AND SOUND LEVELS

- 11.1 The larger function venues have professional music systems consisting of an Amplifier and speakers. In order to reduce noise pollution, this will be the only system that will be available. External suppliers will still be welcome at Avianto however they **will have to patch into the system provided.** Please check with your coordinator for spec sheets and details of the systems for your DJ's.
- 11.2 Hooting and loud music will not be permitted in public areas.
- 11.3 Music equipment (i.e. your DJ's speakers etc.) may not be set up outdoors
- 11.4 Each venue has been fitted with a sound monitor to ensure that an acceptable level of sound is maintained during the function.
- 11.5 Patio doors will be closed from 22:00 to avoid sound from travelling to neighbouring properties.
- 11.6 Functions and Events in the smaller venues such as the Oak Room, River Room, Wine Cellar , Great Arch Room as well as at the Avianto Clubhouse will only be allowed to play background music at all times. No loud music, Bands DJ's or Mics allowed. Background music only.

12 FURNITURE, EQUIPMENT AND FIXTURES

- 12.1 The provision of Avianto's standard furniture and equipment as specified in Point 2 is at no extra charge.
- 12.2 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, i.e. different shaped tables or linen other than what is supplied per venue.
- 12.3 No fireworks will be allowed on the Avianto property, it's also Mogale council law.

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- 12.4 No live animals will be allowed on the Avianto property at any time, unless arranged with management prior to the function.
- 12.5 Candles may not be placed directly on the linen.
- 12.6 Avianto reserves the right to remove the candles if necessary. Candleholders should be wide enough to ensure no wax damage to the linen / carpets. Should Avianto have to provide candle bases, a surcharge will be levied.
- 12.7 No permanent alterations are allowed, including 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.
- 12.8 Legislation prohibits smoking in public areas. Rooms and all Function Venues are non-smoking. Guests are required by Law to smoke in designated Smoking areas. No concessions will be made.
- 12.9 Should you require draping in your venue, Avianto décor division will offer the required assistance and quotations. Please note that external draping companies are no longer permitted to do draping in Avianto venues.

13 RISK/LOSS/DAMAGES

- 13.1 No paper confetti, streamers, feathers, rice or any non-biodegradable items are allowed at Avianto. You are welcome to use flower petals
- 13.2 If other confetti types are used regardless of the agreement, R500.00 clean-up fee will apply.
- 13.3 While Avianto does feature emergency water tanks and a full backup generator, we shall not be held liable for interruptions of services (water, electricity, sanitary services).
- 13.4 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, gifts, valuables, etc.). We recommend that all personal and valuable property be removed directly after the function.
- 13.5 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.
- 13.6 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.
- 13.7 The customer shall not be entitled to:
 - Paint, affix or attach any matter to the walls of the function room
 - Drill into the walls, floor, partitions, doors of the function room any screws, nails or the like.
- 13.8 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.
- 13.9 Avianto reserves the right to refurbish and upgrade the venues from time to time.

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- 13.10 Avianto, its employees and/or Agents will not be held liable for any loss of/ or damage to guests' property while utilising this facility, nor will Avianto, its Employees and/or Agents be held liable for any personal injury sustained, harm caused in whatever manner, or death caused due to personal injuries sustained, harm caused or whatever other cause resulting in death, whether the damage, injury, harm or death were occasioned by negligence, gross negligence, or otherwise on the part of Avianto, its employees and/or Agents. Minor children remain the responsibility of the parents/ guardians and must at all times be accompanied by a responsible adult whilst using the hotel/pool deck and riverfront facilities.
- 13.11 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.
- 13.12 The client must confirm all changes and cancellations in writing.
- 13.13 Avianto is not responsible financially, legally or in any other way in the event that a function is cancelled through an act of God or through sabotage.

14 RESCHEDULING OF A DATE

- 14.1 The postponement of a function is considered a cancellation. Please refer to cancellation policy.
- 14.2 The Client must confirm all changes and cancellations in writing.

15 CANCELLATION POLICY

- 15.1 Should your function be cancelled for any reason, any refund will only be made once the date has been rebooked by another function. Any discounts passed onto the new booking or minimum Guest Amount will be deducted from the potential refund. A R2 500.00 handling fee and 4% of the recon / quotation value upon sale will be deducted from any monetary refunds. Should the venue not be rebooked Avianto will be able to provide a voucher for the full value of payments made to be used for a future function / Avianto service (terms and conditions apply).
- 15.2 Any cancellations within 48 hours of the function will not be able to be refunded or receive a voucher for payments currently made.
- 15.3 Any room cancellations will follow the accommodation terms and conditions received upon booking.
- 15.4 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 but no later than 48 hours prior to the function
- 15.5 In the event the function is cancelled by Avianto, for any reason other than due to the default of the Client of the terms of this agreement, Avianto will immediately refund all amounts paid to date by the Client.
- 15.6 The Client must confirm all changes and cancellations in writing.

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16 MARKETING MATERIAL

- 16.1 The Client hereby grants Avianto permission to use copies of the photographs and video(s) produced for your function under this service agreement, including your image/s, likeness, for marketing and advertising purposes.
- 16.2 Avianto reserves the right of refusal of any TV Production company filming on the property. This includes any filming at a function for any other reason than personal use. Prior approval is required from Avianto Marketing Department or General Manager.

17 APPOINTMENTS AND PAYMENT REQUIREMENTS

- 17.1 Avianto operates on a cashless basis, only credit, EFT and debit cards will be accepted for all payments. This form of payment reduces the risk of theft and therefore provides a much safer environment for Guests and Staff.
- 17.2 Your booking will be confirmed on receipt of the completed and **signed contract and 50% payment of the quotation.**
- 17.3 2 weeks prior to the function the remaining 50% of the recon must be settled. Should your function date be less than 2 weeks away upon booking then 100% of the recon must be settled when paid and secured.
- 17.4 On check out 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 or bank guaranteed cheque at the Hotel Reception.
- 17.5 Avianto reserves the right to charge interest at Prime lending rate plus 15% on any outstanding payments.

18 BANKING DETAILS

Account Name: Avianto Properties (Pty) Ltd

Bank: Capitec Bank

Account Number: 1051499496

Branch Code: 450105

Should you deposit money directly into our account, please use your date as the reference as follows:
20230101RR (Year/Month/Day/Venue)

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- 18.1 The customer / authorised representative of the Customer, by his/her signature hereto, hereby confirm that he/she is duly authorised, if the information supplied 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 herein 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.
- 18.2 Regrettably we do not accept cash or cheques. Visa, Master Card, American Express and Zapper are accepted. EFT by prior arrangement only. Please notify all your invited guests to avoid any inconvenience on the day.

19 JURISDICTION

- 19.1 Avianto and the client consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either in connection with this agreement, notwithstanding that such action or proceeding should otherwise be beyond such jurisdiction

20 WHOLE AGREEMENT

- 20.1 This constitutes the whole agreement between the Avianto and the client. No alteration or variation of this Agreement will be of any force or effect unless reduced to writing and signed by both parties.

| | |
|-------------------------------------|-------------------------------|
| Signed at: | Today's Date and Year: |
| Client Name: | Client Signature: |
| Avianto Representative Name: | Avianto Signature: |
| Witness Signature: | Date: |