

# AVIANTO



## CONFERENCE AGREEMENT 2024

Between

**AVIANTO (PTY) LTD**

and

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(Full Names and Surname)

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Please initial each page, complete details on this page and return the entire document back to your coordinator. An Invoice will then be sent.

The customer / authorized representative of the Customer, by his/her signature hereto, hereby confirms that he/ she is duly authorized, 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.

I, the under signed hereby indemnify and hold harmless Avianto, its Owners, Employees and/ or Agents from any liability for loss of or damage to mine or my guests' property during our occupancy whether occasioned by theft, fire and or negligence, including gross negligence, or any other Employee and/ or Agent of Avianto. Any claim I might have, including claims by my dependents or my guests on the grounds a foresaid against Avianto is hereby expressly excluded.

### COMPANY PARTICULARS

Company Name:	Client Contact Name:
ID:	Work:
Cell:	Email:
Onsite contact person and contact number:	

### ADDITIONAL INFORMATION

Contact Person for invoicing purposes:	
Tel:	Email:
Company VAT No:	

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Physical Address:	Postal Address:
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### EVENT PARTICULARS

Conference Date:
Arrival Date:
Departure Date:

### CONFERENCE TYPE (tick appropriate box)

<input type="checkbox"/>	24hrs Conference Package
<input type="checkbox"/>	Full Day Conference Package
<input type="checkbox"/>	Half Day Conference Package

### ACCOMMODATION (if applicable)

Number of rooms required:
Total Number of Delegates Conferencing:

### PAYMENT DETAILS

Group Name:
Conference Name:
1 <sup>st</sup> payment: <i>Deposit required to secure booking. 50% of quoted amount within 48hrs of confirmation.</i>
2 <sup>nd</sup> payment: <i>Balance due 14 days prior to arrival/conference date</i>

### BANKING DETAILS

Account Name: Avianto Pty Ltd
Bank: Capitec Bank
Account Number: 1051496853
Branch Code: 450105

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Should you deposit money directly into our account, please use your booking code as the reference. Your booking will be confirmed on **receipt signed contract & payment**.

### 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 includes breakfast.
- Check in time at 14:00 for all guests. A fee of R150 per room is levied should guests wish to check in earlier, 12h00 being the earliest (this is dependent on availability). For check-ins earlier than 12h00, rooms need to be booked the night before and will then be charged the full rate. This is payable when confirming the booking.
- Children under 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

- Vouchers are not transferable or exchangeable for cash.
- Should you cancel or move your booking the specials offered will not be valid.

### MENU SELECTION

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

- Special menus must be confirmed 7 days prior to the conference.
- All meals included in the package will be chef's selection unless specific meals have been requested. Surcharges might be applicable if specific meals have been requested or if service has been requested in areas where meals are not served as normal, to cover additional set up and staffing.
- Annual food increases will be of immediate effect in January of every year for the year ahead.

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- Menu prices remain subject to change due to economic factors during the course of the year.
- Children under the age of 8 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 and 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.
- Brunch functions are limited to Mondays to Thursdays, Sundays and on our short notice special.
- Cocktail functions are limited to Mondays to Thursdays.
- A surcharge will be payable on all Halaal and Kosher meals and all dietary requirements must be confirmed in advance.

### 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. Our waiters are included in all our conference packages, for any functions or other corporate events, waitrons will be charged separately. This service is compulsory and the minimum requirements are:

- All functions require one waitron per table for up to 10 guests.
- Waitrons / runners are charged at a minimum 6-hour shift and barman on a eight hour shift.
- One bar attendant per 50 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
- Bar attendants are compulsory for Alcoholic as well as Non-Alcoholic functions.
- Should waiters/barman work longer than the 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. Annual bar increases will be of immediate effect in January of every year for the year ahead.

- 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, two white wine options, two red wine options.
- No beverages (wines, spirits, beers or soft drinks) may be brought onto the premises.

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- 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.

### 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.

- 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 driveway and parking areas.
- Music equipment (i.e. your DJ's speakers etc.) may not be set up outdoors.
- Note: 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.
- Avianto installed music systems in all Function Venues to manage sound levels, Customers and their suppliers will have to make use of equipment provided.
- 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. Accommodation rooms and Function Venues are non-smoking. Guests are required by Law to smoke in designated Smoking areas.

### CONFIRMATION AND DEPOSIT PAYMENTS

- To confirm a reservation a copy of this signed contract within 5 days of making the reservation is required. Once the signed contract has been received the booking will obtain confirmed status.
- Deposit payments are required as follows after the booking is confirmed:
  - Conference within 14 days of reservation: 100% pre-payment required, and payment must be made within 48hrs of making the booking
  - Conference within 30 - 60 days of reservation: 50% deposit required. Balance of payment to be paid in full 14 days prior to the conference.
  - Conference within more than 60 days: 25% deposit required. Balance of payment to be paid in full 14 days prior to the conference.

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- Non-payment of the deposit will result in Avianto releasing the booking. No extensions will be permitted on short notice bookings.
- Confirmation of final number of delegates is required 14 days prior to commencement date of the conference.
- 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.
- All extras must be paid on departure, alternatively the full outstanding amount to be covered by the company.

### RESCHEDULING OF A DATE

- The postponement of a function is considered a cancellation. Please refer to cancellation policy.
- The Client must confirm all changes and cancellations in writing.
- 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.
- Any promotional packages included at the time of the sale may not necessarily be moved over to the new postponement date and any discounts will only be honoured subject to management approval. Promotions may have been determined for a specific time frame / season when booking. This will be at the discretion of the company.

In the case of a pandemic such as COVID-19 where the booked function date as per the signed terms and conditions cannot go ahead on that date, then we will assist with postponement to a new date subject to venue availability. We will move all the monies that has been paid over to the new date with no admin fees. Inflation of costs such as the venue hire, food and beverages as well as staff rates would need to be catered for in terms of the new date and pricing.

### CANCELLATION

- Should the conference be cancelled or postponed:
  - 21 days prior or less to the date of arrival - 50% of the total estimated amount will be charged.
  - 14 days prior or less to date of arrival - 100% of total estimated amount will be charged.
- The following cancellation charges will apply if reduction of more than 10% of rooms/guests reserved occurs less than 40 days prior to the scheduled arrival date.
  - 40 – 21 days prior to arrival = 50% of the total cancelled reservation value
  - 20 – 8 days prior to arrival = 75% of the total cancelled reservation value

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- 7 – 0 days prior to arrival = 100% of the total cancelled reservation value
- All monies are non-refundable once paid by the client. Any refund will be on the same basis as per the first point above.
- All changes and cancellations to be made by the client in writing.

### RISK/LOSS/DAMAGES

- 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, props and/or equipment must be removed by the end of the conference. 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 draping may only be done by Events Inspirations, an Avianto approved supplier.
- 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/conference, 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/conference room
  - Drive into the walls, floor, partitions or doors of the function/conference 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. Save where such injury, loss, damage or costs arises out of the negligence of Avianto or any person for whom Avianto is vicariously liable.
- 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.
- Avianto, its Employees and/ or Agents will not be held liable for any loss of or damage to any guests' property while utilizing this facility, nor will Avianto, its Employees and/ or Agents be held liable for an 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, including gross negligence, or otherwise on the part of Avianto, its employees and/ or agents.

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### CASHLESS FACILITY

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.