

AVIANTO



FUNCTION AGREEMENT 2024

Between

AVIANTO (PTY) LTD

and

(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 / 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.

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.

PERSONAL/COMPANY PARTICULARS

Company Name:	Client Name:
Company VAT No:	ID:

ADDITIONAL INFORMATION

Work:	Cell:
Fax:	Email:
Physical Address:	Postal Address:

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EVENT/FUNCTION PARTICULARS

Date of Function:	Day of the Week:
Function Room/Venue Booked:	Function Type:
Tables and Linen:	Maximum Pax:
Venue Hire:	Minumum Guests required:
Areas of exclusive use:	
Additional notes:	

PAYMENT DETAILS

Function/Booking Code:	Venue Hire:
1 st payment due date: <i>50% catering, full waiters & barman charges</i>	
2 nd payment due date: <i>Balance of catering</i>	
Bar payment due date: <i>Any extras and 50% of estimated bar account</i>	

BANKING DETAILS

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

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**.

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

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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 including breakfast.
- Check in time at 14:00.
- 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 implemented in January each year with immediate effect applicable for the year. 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.

- 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 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 and on our short notice specials.
- Should special menus be required this must be confirmed 72 hours prior to the conference. All meals will be the chef's selection unless specific meals have been requested.
- A surcharge will be payable on all Halaal and Kosher meals.

SPECIAL DIETARY REQUIREMENTS

Individual Halaal and Kosher meals can be ordered from our approved suppliers for such dietary requirements.

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- Any additional cost will be for the client account.
- All outside suppliers prices quoted are subject to change without prior notice.
- Avianto needs to be advised of any special dietary requirements at or before the final appointment.

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.
- Waitrons / runners are charged at a minimum 6 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; this can be liaised with your coordinator.
- 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. Annual bar increases will be of immediate effect in January of every year for the year ahead.

- 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.

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- 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.

SET UP AND CUT OFF TIMES

Set up time is during office hours of 08h00 to 17h00 prior to functions in each venue. The venue will be ready / setup

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.

- An overtime rate of R1750-00 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 R1750-00 per hour includes use of the venue, a manager, headwaiter, two waiters and two barmen.
- Overtime of R1750-00 per hour will also be charged should the client's décor breakdown exceed standard function times or overtime paid for.
- Avianto reserves the right to show a Venue to potential customers during the set-up time of all Private Functions.

FURNITURE, EQUIPMENT AND FIXURES

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.
- 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.
- 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.

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- 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.
- Event Inspirations is the only company allowed to setup draping at Avianto.

APPOINTMENTS AND PAYMENT REQUIREMENTS

Avianto operate on a cashless basis, only credit, EFT and debit cards will be accepted for pre payments. This form of payment reduces the risk of theft and therefore provides a much safer environment for Guests and Staff.

- 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
- A final appointment will be scheduled 2-3 weeks prior to the function. In the event of non-payment of fees, the coordinator will not be able to schedule this final appointment.

The following is confirmed at the final appointment;

- Schedule, procedures of function, floor plans
 - Final number of guests.
 - Should this final guest number increase after the final appointment full payment must be made minimum 3 days prior to the function.
 - Bar requirements and 50% of estimated bar bill payable (credit card, EFT or bank guaranteed cheque only) and additional food charges if any.
- On check out the day after 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.

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).

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- 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 draping 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/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.
- 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. 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.
- Should Avianto assist with postponing a conference / function to another date, any rooms booked will be moved to the new date (subject to availability). No cancellations of the rooms for the new date will be possible.

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- Should Avianto assist with postponing a date, the new date will be subject to management approval and such date should not take away from Avianto's ability to sell new business for that date. For example, Monday – Thursdays will be encouraged as a first option when assisting any postponed function.
- 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.
- As annual price increases are not predictable, the new price of the menu at the new date will be determined by the then going market prices.
- 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 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 R500.00 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.

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.