

terms & conditions



conference booking confirmation

For booking confirmation, please complete the following details, method of payment, initial all pages and sign as acceptance of the Terms & Conditions of this contract on page 7.

company: _____

contact person: _____

designation: _____

physical address: _____

telephone: _____

fax: _____

e-mail _____

Kindly note that the townhouse hotel and conference centre's Policy with regards to payment is such that the Hotel will not accept cheques on the premises as payment for functions. Credit card payments are acceptable and a Credit Card Authorization form is attached hereto. If you wish to make use of this facility, kindly complete the form and return it, together with your signed contract.

Payment must be settled upfront for any event being held in the hotel, and any extra services or items required unless the relevant credit card details are received – will be treated as cash settlement on request.

Please note that credit facilities are available upon request and approval only.

• initial: _____



banqueting

NB: ALL RATES QUOTED ARE NETT AND NON-COMMISSIONABLE

- 3.1 The provision of standard operating apparel and/or equipment e.g. linen, chairs, tables, sound equipment etc, used by the Hotel shall be dependent on availability at no extra charge.
- 3.2 The Hotel reserves the right to change the name and location of the Customer's previously designated function room upon having given 24 hours notice to do so.
- 3.3 The Hotel reserves the right to cancel any booking or transaction forthwith, notwithstanding any other remedy which it may have against the Customer, for any failure to fulfill its obligations in terms hereof due to *force majeure* (including strikes, lockouts, acts of God, fire, war or warlike acts, civil insurrection, government interference or restrictions or other circumstances entirely beyond the control of the Hotel). The Hotel shall be relieved of performance of its obligations to the extent that it is so prevented from so doing for the duration of the intervening circumstances

deposit & payment instructions

The Hotel requires payment of a deposit on confirmation of the function. The Hotel at its sole discretion will determine the amount of such deposit. Should the customer fail to pay such deposit by the date indicated within this Agreement, the Hotel shall deem the booking to be cancelled, which shall not preclude the Hotel from invoking the provisions of clause 4 of this agreement.

- 4.1 An initial deposit of 10% is required on signing of the contract.
- 4.2 A further 40% is requested 60 days prior to function date.
- 4.3 The remaining 50% is required 7 days prior to function date.

The Townhouse Hotel and Conference Centre reserves the right to cancel a reservation or an order for which no down payments would not have been received in due time as provided.

Unless otherwise stipulated in writing by the Hotel any statement rendered by the Hotel to the Customer shall be paid by the Customer without deduction set-off or demand within 7 (seven) days of the date of the Hotel's invoice.

In the event of any invoice not being paid in full on the due date, the Hotel shall be entitled to charge interest at two percentage points above the prime rate of interest charged from time to time by the Hotel's bankers in respect of overdraft accounts, it being recorded that a certificate signed by any manager of the Hotel's bankers detailing the prime rate in respect of any period, unless the contrary be proved, be deemed to be *prima facie* proof thereof.

In the event of the Customer at any time being indebted to the Hotel arising from more than one cause of indebtedness, the Hotel shall be entitled in its sole discretion to appropriate any payment made by the Customer to any such cause of indebtedness.

In the event of the Customer failing to make payment to the Hotel of any amount payable by it on due date or should the Customer breach any other of these terms and conditions, all amount payable by the Customer to the Hotel whether due for payment or not, shall immediately become due, payable and owing notwithstanding the time for the payment thereof has not yet arrived.



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cancellation policy

All bookings under this agreement shall be subject to the following terms and conditions:

5. Should the function be cancelled:

- 5.1 90 days or more prior to the function date, no cancellation fee will be charged.
- 5.2 or reduced by more than:-
 - 5.2.1 50% between 89-60 days prior to the function date, 50% of the anticipated revenue will be charged.
 - 5.2.2 25% between 59 -30 days prior to the function date, 75% of the anticipated revenue will be charged;
 - 5.2.3 5% between 29 – 4 days prior to the function date, 95% of the anticipated revenue will be charged.
- 5.3 within 3 days of the function date, 100% of the anticipated revenue will be charged.



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general

6. Neither the Hotel nor its agents or employees shall under any circumstances be liable to the Customer, its employees or invitees for any damage to or loss of goods, including personal possessions, items of value or any other thing in or about the Hotel, or any injury to any person who might at any time be in or about the Hotel including any loss or injury arising pursuant to the negligence of the Hotel, its agents or employees however cause and the agents or employees against any claim that may be made against the Hotel by any such person or third party in respect of any such damage, loss or injury.
7. Should the Hotel or the allocated Hotel Conference Rooms, guest rooms, furnishings, utensils and equipment therein be damaged by any act or omission by the Customer, its employees or invitees then the Customer shall be responsible for and hereby indemnifies the Hotel for any loss or damage and cost in so resorting the Hotel or the Hotel allocated conference rooms, guest rooms, furnishing, utensils and equipment therein, as aforementioned, to the condition as existed before the damage of loss was occasioned.
8. The Customer shall not be entitled to:-
 - 8.1 Paint, affix or attach to the function room provided any advertising signs, notices or other matter without the prior written consent of the Hotel which shall not be unreasonably withheld.
 - 8.2 No double-sided tape, "prestik" or any other substance to be stuck on the walls;
 - 8.3 Drive into the wall, floors, or doors of the function room any screws or nails in a manner calculated to damage same.
9. All day and evening functions must terminate by 17h00 and 24h00 respectively unless a later time is specifically agreed in writing with the Hotel, at the time the booking is made. Failure to adhere to these times without the necessary consent being sought from the Hotel shall attract additional charges, at the sole discretion of the Hotel.
10. Should your function run after hours (18h00 - 24h00) an overrun fee of R2000 per hour will be charged.
11. No food or beverage may be brought into or removed from the allocated room by customers for consumption therein.
12. All dietary requirements (i.e. Halaal, Vegetarian & Kosher) need to be advised no later than 7 (seven) working days prior to the function taking place.
13. The Customer shall not be entitled to assign or cede the booking to any third party nor utilize the Hotel's facilities for any purpose other than stated without the Hotel's prior written consent which shall not be unreasonably withheld.
14. A certificate signed by the General Manager or Financial Controller of the Hotel showing amount owing by the Customer at any one time and reflecting the amount thereupon as due and unpaid shall be prima facia proof of the effect therein stated for the purpose of any action (whether by way of Provisional sentence or otherwise) shall be sufficient proof of the Customer's indebtedness or insolvency or for any purpose whatsoever.
15. No indulgence or relaxation which the Hotel may allow to the customer in regard to the carrying out of the Customer's obligations in terms hereof shall prejudice the Hotel's rights in any manner whatsoever, or be as a waiver of the Hotel's rights in terms thereof, or be construed to act as an estoppel against the Customer to otherwise strictly enforce compliance of the Customer's obligation in terms hereof.



general (cont.)

16. All information obtained in any brochure, catalogue (or which accompanies or forms part of any tender made by the Hotel), which shall include prices, is subject to change and the Hotel will not be bound to comply exactly therewith. The Hotel shall not be liable for any inaccuracies in any brochure or information supplied by it, which the Customer fails to verify with the Hotel Management. Where a price increase is necessary the Hotel will notify the Customer within a reasonable period.
 17. The Hotel shall have the right to cancel this agreement by written notice to the Customer in the event that the Customer is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined by the insolvency act.
 18. Advice's, recommendation or opinions by representatives of the Hotel are given and expressed in good faith and shall not constitute a binding representation of any description whatsoever by the Hotel, and shall not give rise to any claim by the Customer, its employees or invitees or any other third party against the Hotel or its representatives.
 19. Any notice to be given or which may be given in terms of or pursuant hereto shall be given in writing and shall be deemed validly served if delivered personally or 7 (seven) days after it shall have been posted by pre-paid registered post to the address set forth on the face of this agreement which address the Customer chooses as its *domicillia citandi et executandi* for all purposes in terms hereof. The Customer shall have the right at any time to substitute its said appointment of a new address to the Hotel. The provisions of this clause shall not be interpreted as invalidating any form of written notice given by any other means if it is established that such notice is actually received by the Customer.
 20. This agreement constitutes the entire contract between the Hotel and the Customer relative to the subject matter hereof and supersedes all representations, warranties, agreements, or undertakings previously made relative to such subject matter; and no such representations, warranties, agreements, or undertakings shall be of any force and effect unless contained herein.
- No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively.
21. The Customer hereby consents to the jurisdiction of the Magistrates Court in respect of any action or proceedings, which may be brought against it by the Hotel under or arising from this agreement. Notwithstanding the foregoing, the Hotel shall be entitled to bring proceedings in any other court where proceedings would, but for foregoing consent, fall outside the jurisdiction of the Magistrates Court.
 22. The Hotel requires final numbers 2 working days in advance. The Hotel will charge on this final figure should there be a shortfall in numbers.
 23. Parking is strictly subjected to availability. All pre-paid parking is on a non-refundable basis.
 24. Gratuity of 10% will be charged on Food and Beverage items not inclusive of the day conference package



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acceptance

I _____ (Print Name)
hereby accept the terms and conditions of this contract and specifically acknowledge the
clauses *Force Majeure*, "Third Parties: and "Acceleration of Deposit Requirements".

Signed: _____ Company Stamp:

Position: _____

Date: _____

This contract is only valid once the Banqueting Manager of the Hotel has signed it.

Signature: _____ Company Stamp:

Position: _____

Date: _____

I trust all the above is in order and I look forward to working with you.

Yours sincerely

Roeshaan Baartman
Conference and Banqueting Co-ordinator

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w www.townhouse.co.za
60 Corporation Street, Cape Town 8001
PO Box 5053, Cape Town 8000, South Africa

*Please fax this completed and initialled 7 (seven) page document to;
fax +27 (0)21 465 8918, for attention Roeshaan Baartman*

• initial: _____

