



VREDENHEIM TERMS & CONDITIONS

Dear ,

Many thanks for sharing your vision with us. It will indeed be a very special day whichever way you go. We have assessed your individual preferences and have a good understanding of your style, requirements and personalities.

We have looked at the size, complexity and style of your special day and worked on an overview of the estimated expenses that would be required to execute your wedding celebration. The co-ordination fee as indicated in this document is based on this information. On acceptance, we will work closely with you to co-ordinate your special day with a view to exceed your expectations and those of your guests. Your day should project your individuality – an elegant, stylish, up-market, slightly unconventional event – with a serious wow factor.

It is very important to ensure direct correlation between the individuality and personalities of the service professionals and yours.

BANK DETAILS:

VREDENHEIM (PTY) LTD

BANK: FNB Stellenbosch

ACCOUNT NUMBER: 6287785043

BRANCH CODE: 200610

ACCOUNT NAME: Vredenheim PTY LTD

ACCOUNT TYPE: Agricultural business Cheque

REFERENCE: Your name & date of your booking

POP: info@hudsons.events

If you do not accept or understand the terms set out above and/or our terms and conditions attached hereto for any reason you should notify us immediately in writing. In the absence of any such notice and upon payment of the deposit, you will be deemed to have agreed to these terms. We look forward to assisting you in making your event a memorable occasion.

With kind regards

VREDENHEIM



TERMS AND CONDITIONS

VREDENHEIM, HUDSON'S VENUE & RESTAURANT

INTRODUCTION

- 1.1 This document sets out the terms and conditions upon which Vredenheim agrees to do business with you. This document, together with the Vredenheim Services and Quotation for Coordination ("**Quotation**") to which this document is attached, shall constitute the sole recordable of the agreement between you and Vredenheim (collectively the "**Agreement**").
- 1.2 The offer contained in the Quotation is valid for a period of **7 (seven) days** commencing on Today's Date (as stated above).

INTERPRETATION

- 1.3 Unless otherwise provided for, the following words shall have the following meanings wherever used in this Agreement:
 - 1.3.1 "budget" means an estimate of the amounts which will be spent by you on service professionals;
 - 1.3.2 "final account" means the total amount paid or payable to service professionals in respect of your wedding;
 - 1.3.3 "service professional" means any person providing any goods or services to you or to Vredenheim venue (Pty) Ltd in relation to your wedding, unless the procurement or booking of such person does not fall within the scope of the services as excluded in the Quotation;
 - 1.3.4 "services" means the services detailed in the Quotation; and
 - 1.3.5 "VAT" means value-added tax in terms of the Value-Added Tax Act, 1991; and
 - 1.3.6 "wedding" shall mean legal and secular wedding services, wedding receptions and any other event organised or managed by Vredenheim venue on your behalf.
- 1.4 Paragraph headings shall have no bearing on the interpretation of the provisions of this Agreement. Words denoting persons include both natural and juristic persons. Words denoting the singular include the plural and vice versa. This Agreement shall be governed by and interpreted in accordance with South African law.



2. Please be aware that no own food and beverages may be brought on to the estate except for bottles of wine in which case the current corkage fee is payable.
3. Your booking is accepted on the understanding that you will order and pay for a conference menu for all of your guests.
4. We operate a no smoking policy inside all buildings and all guests must adhere to this. No smoking is permitted on the loft balcony either.
5. All flowers and additional décor, including vases, candles, etc, are for your own account and are your own responsibility until you enter into a separate flowers and décor contract with us before your event. On Saturdays and public holidays from September to May inclusive, it is compulsory that you make use of our in-house décor team and florist for all venue requirements and no other providers may be contracted for this purpose.
6. No décor or draping whatsoever may be attached to walls, pillars, ceiling or existing draping. Free standing units may be utilized.
7. Any décor or personal items brought into the venue remain your own responsibility. Such items may only be brought into the venue after 09h00 on the day of your event, unless by special written arrangement, and must be removed before 09h00 on the following day. ***A R1000 fine may be levied if this is not adhered to.***
8. Any floral arrangements brought onto the premises not supplied by Hudson's must be fully ready assembled. ***No preparation may be done on site.***
9. No décor items may be brought into the venue which are similar or the same as those items already stocked by Hudson's.
10. Sound equipment and all other service providers are for your own account and are your own responsibility.
11. If you intend to play recorded music at your event a fee of R250 will be added to your final bill unless your DJ can prove that they are SAMPRA registered. This fee is a legal requirement and is paid by us directly to SAMPRA (South African Music Performance Rights Association). For more information on the purpose of this fee please visit www.sampira.org.za.
12. If you require a bar facility, the bar fee is payable in advance with your final bill. ***If the fee is not paid no bar facility will be provided.***
13. The setting out of all garden functions is subject to the elements and therefore contingencies will be discussed with the client. Hudson's will have the final decision with regards to the location of the set-up in the case of bad weather.
14. A ***10% service fee is payable*** on all food and beverages, and this is also payable in advance with your final bill.
15. The venue fee is payable as a deposit to secure the date, and this is non-refundable and non-transferable.
16. Should a function be cancelled four months or less before the booked date, an additional ***cancellation fee of R20 000*** will be payable. In the event that a function is cancelled two months or less before the booked date, an additional ***cancellation fee of R35 000*** is payable.
17. Final numbers, menu and schedule of events ***must be advised 14 days prior to your function*** and may not be altered after this.
18. The ***full balance of your bill is payable ten days prior*** to your function without exception.
19. Final bill payments are accepted via electronic funds transfer. Card payments will attract a 4% fee.
20. Breakfast or lunch events must start no earlier than 09h00 and finish no later than 15h00.



21. Afternoon/evening events must end no later than seven hours from the agreed start time or at 24h00, whichever is sooner. The seven hours must be between 16h00 and 24h00. Afternoon wedding ceremonies may not be earlier than 16h00.
22. For afternoon/evening weddings, if you require an eighth hour between 23h00 and 24h00, this may be pre-booked for an additional charge.
23. In the case of a wedding ceremony, the per guest fee is non-negotiable and must be paid in advance with your final bill.
24. If your function is on a Saturday Afternoon/Evening between 30th September and 30th April you are liable to pay for a minimum of 80 guests, or 50 guests for all other times/dates, regardless of the numbers attending, unless a separate written agreement has been entered into and is attached to this contract.
25. Under the liquor act, guests may be arrested and/or heavily fined if they are found with open bottles of liquor in the car park areas, or with their own open bottles of liquor anywhere on the premises. It is therefore your responsibility to inform your guests of this and to ensure that they comply with the law.
26. Hudson's will be open to the public until 16h30 on the day of your event (15h30 on Saturdays) and members of the public may be on the premises up until 17h00 (16h00 on Saturdays). Vredenheim Estate hosts other businesses who are also open to the public up until 16h00/17h00.
27. In the case of a refund being due after your event, for unused corkage or bar account etc, an *administration fee of R175* will be applied.
28. An *contingency fee up to R10 000* is payable with your final bill. This fee is in place for any breakage, loss of hire items or any other.

PAYMENT OF DEPOSIT AND FEES

- 28.1 We require the payment of a non-refundable deposit for your wedding ("**deposit**").
- 28.2 In order to secure our services, the payment of non-refundable deposit in the amount of **R7000.00** (including VAT) is required.
- 28.3 Kindly note that we do not accept any payment by cheque. All payments to be made to us in terms of this Agreement must be made in cash directly into our bank account and without any deduction or set-off. Alternatively, payment by way of credit card can be made. A credit card authorisation form is available on request.
- 28.4 In the Quotation we have specified the details for Vredenheim account that is held with FNB.

BALANCE DUE

- 28.5 Not later than 10 days before the date of the wedding, you will be presented with an updated pre-wedding budget and an invoice in respect of the balance of fees and charges due to Vredenheim and service professionals, respectively.
- 28.6 You agree to make payment of these amounts by no later than 7 days prior to the date of the wedding. Failing which, Vredenheim, without prejudice to any of its rights, will be entitled to immediately cancel this Agreement without further notice to you.
- 28.7 For the avoidance of doubt, should the required funds not reflect in our account at least 7 days prior to the wedding, no steps will be taken to set up the wedding.
- 28.8 You indemnify and hold harmless Vredenheim, its members, employees and affiliates



for any losses or expenses suffered as a result of any delays to the wedding as a result of non-payment or late payment.

28.9 Approximately 48 hours after the event, you will be presented with a reconciled statement reflecting the final account, sundry charges and any further amounts due and payable by you in terms of this Agreement and in terms of your agreements with service professionals. Payment of such amounts shall be made immediately on presentation of such statement.

VAT

28.10 Unless otherwise stipulated, all charges and values contained in the Quotation are exclusive of VAT at a rate of 14%.

SUNDRY CHARGES

You will be liable to make payment to Vredenheim of all sundry charges, as well as any amounts disbursed by Vredenheim on your behalf, including the following:

AFTER-HOUR CHARGE:

28.11 Breakfast & Lunch events must start no earlier than 09h00 and finish no later than 15h00. Afternoon/ evening events are allocated seven hours from 16h00 to 23h00 OR 17h00 to 00h00. In the case of wanting to extend your event by an hour, it may be pre-arranged for a sub-charge of R2500. Such additional fees are payable within 48 hours of the day of the function.

28.12 You shall be liable for all charges incurred at your wedding due to the function proceeding later than scheduled.

TRAVELLING EXPENSES:

28.13 Should the total kilometres travelled by us in the rendering of the services exceed 200 kilometres; an additional charge of R7.00 per kilometre will be levied and added to your account.

28.14 Please note: This rate is subject to change due to inflation and petrol increases nationally.

BREAKAGES & LOSSES:

3.5 Any breakage expenses in accordance with the rate charged by the service professional concerned.

POSTPONEMENT AND CANCELLATION

28.15 Should a function be cancelled four months or less before the booked date, an additional cancellation fee of R20 000 will be payable. In the event that a function is cancelled two months or less before the booked date, an additional cancellation fee of R35 000 is payable.

28.16 If you breach any of the terms or conditions hereof or any other agreement with Vredenheim or fail to pay any amount payable by you on the due date, or commit any act of insolvency or endeavour to compromise generally with your creditors, or do or cause to be done anything which may prejudice our rights hereunder or at all, or allow any judgment against you to remain unsatisfied for 7 days, or placed under provisional or final sequestration, or if your estate is voluntarily surrendered, Vredenheim shall have the right, without prejudice to any other right which it may have against you, to elect to –

28.16.1 treat as immediately due and payable all outstanding amounts and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder as well as under any other contract with



you until you have remedied your breach; or

28.16.2 cancel this Agreement and claim any damages.

28.17 Vredenheim shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as you are indebted to Vredenheim in any amount in respect of any cause whatsoever or fail to comply with any other obligations to Vredenheim, whether arising out of this Agreement or otherwise.

28.18 In the event of the cancellation of this Agreement, cancellation of your wedding or postponement of your wedding, you hereby:

28.18.1 agree that, subject to applicable law, the deposit paid in terms of this Agreement shall be retained by us and, in the event of cancellation, constitutes a reasonable cancellation charge;

28.18.2 indemnify and hold Vredenheim harmless against any and all claims that might be brought against us by service professionals and agree to make full payment of any such claims; and

28.18.3 agree to make payment to us of any sundry charges incurred prior to cancellation or postponement and any amounts paid to service professionals that were incurred on your behalf by Vredenheim or that may fall due at the time of cancellation or postponement.

ADDITIONAL CHARGES FOR LATE PAYMENT OR BREACH

In the event of any failure by you to make payment to Vredenheim of any amount due to it in terms of this Agreement on the date that such payment falls due, then you agree to make payment of interest on such amount at the rate of 2% (two percent) above the prevailing publicly quoted prime interest rate per annum. In the event of The Vredenheim venue being forced to institute any action against you in terms of this Agreement, Vredenheim shall be entitled to recover any legal costs so incurred on the scale of attorney and own client as well as tracing fees and collection commission.

EXEMPTION OF LIABILITY AND INDEMNITY CLAUSE

Neither Vredenheim nor its employees, agents or persons for whom it may be liable in law shall be liable you and/or any person in respect of any loss or damage of whatsoever nature caused by or arising from any of the following circumstances and you indemnify and hold harmless Wilma Van Wyk, Conlia Taljaard and Vredenheim, its employees, agents or person for whom it may be liable in law against any and all claims in respect of such loss or damage:

28.19 the loss, damage, destruction or theft of any property at the venue;

28.20 any act or circumstance or legal consequence beyond the reasonable control of Vredenheim, its employees, agents or persons for whom it may be liable in law;

28.21 loss or damage resulting from or related to the use of any equipment in/on the venue, including but not limited to furniture, cutlery and crockery, sound equipment and photographic equipment; and

28.22 any loss or damage arising from your breach of this Agreement or any agreement with a service professional entered into on your behalf.

PUBLICATIONS

You hereby give Vredenheim (Pty) Ltd permission to publish any material, photographs and mock



invites from your wedding without any further notice to you and in the sole discretion of Vredenheim venue (Pty) Ltd as the case may be.

ADDRESSES

You choose the address as set out below as the address at which you will accept service of legal documents and notices. If you have a change in address, you are responsible to inform Vredenheim of the new address in writing as soon as possible. Vredenheim's chosen address and contact details for all purposes under this Agreement are as follows, namely: telephone number [0828551350], postal address [Po BOX 369 Stellenbosch 7559] and physical address [Vredenheim, Stellenbosch, Western Cape].

