



Service Contract between Avenue on Iris (2016/361367/07)
Address: 13a/33 Iris str, Heatherdale, Akasia (Hereafter referred to as "THE VENUE")
and the client as detailed on Annexure A (Hereafter referred to as "THE CLIENT")

Wedding Venue hire terms and conditions:

Payment:

- First Payment:
 - A non-refundable booking fee of R10 000 is payable to confirm the date. This amount will be deducted from your invoice.
 - This payment will secure your booking. If you wish to cancel, you will not be refunded.
 - Only upon proof of payment and receipt of a signed copy of the venue hire contract can the booking be secured.
- Cancellation - venue costs: this is subject to the minimum non-refundable booking fee as well as the refundable portion as quoted/invoiced based on the period between the cancellation date and date of function: 30 days = 75%, 60 days= 50%, 90 days = 35%. This is because one can only book one function, other interested parties are turned away and will have found other alternatives.
- Cancellation – food and other providers costs: this is subject to the minimum non-refundable booking fee as well as refundable portion as quoted/invoiced based on the period between the cancellation date and date of the function and also depends whether such booking/commitment was made and if penalties are due and whether or not a provider is willing to accept cancellation without penalties. Such will be reviewed and communicated, and we will do our best to find solutions where possible.
- By paying the booking fee you agree to all the terms and conditions.
- 50% of the invoice must be paid 3 months before the wedding. 75% total amount due 2 months before the event date. 100% of the total amount due **1 month** before the date.
- Provisional bookings are only held for 14 days; thereafter they will be released without notification.
- R3 000 Refundable breakage deposit will be added and refunded within 14 working days of the function.
- Any damage or loss to The Venue's property- including linen and stock, will be deducted from the breakage deposit, if the breakage deposit is insufficient to cover the damages, an extra invoice will be provided, while proof will be provided of the damages incurred.
- Rescheduling after the venue hire payment is possible but is subject to availability and an admin fee will apply which will be calculated when The Venue has been notified. The rescheduled date should be in the same season price bracket – if not – a new quote and invoice will be made out to you and the balance will be payable. After one(1) change of date, the next change will be evaluated and are subject to cancellation in total.
- Prices are subject to change without prior notice.
- Peak season (August-December, February-April, Public holidays) events have a minimum of 60 guests on a Saturday/Public Holiday and 40 on a Friday, or a surcharge will apply. Off-peak season (January, May- July) events have a minimum of 30 guests for Saturdays.
- Strict access control – no more people than agreed upon in the agreement will be allowed to enter our premises. The number of people allowed inside the Venue will vary according to the current level of disaster state announcement. Outside or within Covid regulation, extra unexpected guests might/will be charged additionally at a predetermined rate.
- The increase may apply to amounts of catering / extra décor / any other services quoted for.
- Catering quotes are for 2 months, thereafter a new updated quote will be provided.



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- **All event details**, including dietary requirements, are to be finalized and confirmed **21** days before the event; changes to the detail hereafter will require additional charges or failing to do so, in cancellation altogether.
- Two décor meetings are included, 1 with a full mockup table. Fresh flowers can be ordered and charged for. An extra meeting will be charged at R500 per session.

Pandemics and other State of disasters:

- Should the regulations state that no events are allowed in that specific month/timeframe of the client's event date, the client will be allowed to cancel, a cancellation fee of R 5 000 is applicable, all other funds already paid will be paid back to the client.
- Alternatively, the client is welcome to move to a new date, subject to availability and an admin fee will apply. A new invoice will be made out to you on the food prices.

Venue Hire Times

- Venue hire times are from 11:00 - 21:30 or 14:00-23:30 on Saturdays (Or an hour before curfew time in National State Disaster Acts) or from 8:00 – 17:00 during the week. Weekday weddings have to end by 22:00.
- The Bridal suite and Grooms' room is available from **8:00** am the morning of the event (1st slot) or from **10:00** (2nd slot) and check-out at 10:00 am the next morning (Bridal suite). No overnight facilities are available in the Groom's room.
- An additional fee of R2 000 per hour or part of an hour is charged when overstaying beyond your chosen timeslot.
- In the event of pre-arranged suppliers apart from The Venue's preferred suppliers, you will have access to the venue between 8:00 – 17:00 for deliveries on the day before the event (pre-arranged), and from 8:00-22:00 / 10:00 – 23:00 on the day of the event. Exceeding the timeframe will be charged as extra hours @R 2 000 per hour to the client.
- **NB:** To accommodate the caterer, to keep the food from spoiling and to plan staff rosters, when specifying program and catering times **we keep strictly to the time specified** when the final program was communicated with our staff (5 working days before the event). **Max 1 hour** delay is allowed in the program. If you can not adhere to this time frame, **a penalty fee of R800 per hour will be deducted from the breakage fee in the event that the program is delayed more than 1 hour.**

Popia / Popi act

- The client hereby provides consent to Avenue On Iris to record, store, process personal information as required to execute the contract as hereby entered into, and does so voluntary, based on Popi act criteria being "**voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information**", which include implied consent, express consent, informed consent, and unanimous consent, which specifically focuses on the personal details provided on the website, quotes, invoices, statements, payment details, operational forms, guest list, and entry form, while certain and limited information might be shared with supplier/service provider if needed, and any other documentation that requires some kind of personal details in order fulfill its obligation.
- Covid regulation requires each person that visits our venue to record their personal details, while the venue must make appropriate measures to safely manage, store and file such information under the act, and make it available when requested by appropriate authorities.



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Firearms

- No firearms are allowed, but if the client needs to allow for one or all of its guest VIP security, bodyguards among other protection mechanisms, please inform the management of Avenue On Iris before booking the venue and in time, to allow compliance according to the firearms control act including and not limited to section 13, 14, 16, and other acts as needed, where all necessary information must be made available, documentation completed, and arrangements made. The client accepts accountability, responsibility, and liability to manage, and comply with the process. Avenue on Iris reserves its right to accept or refuse firearms on its premises.

Fire and safety

- Please make yourself acquainted with the fire protocols, evacuation plan, and collection point in case of a fire on the venue. A First Aid kit is available on the premises.

Third-Party Suppliers

- No speakers are allowed outside the fully enclosed areas of the building. Music noise levels must be within the limit of 95dB.
- Clients are only allowed to play music through their system until 21:00; thereafter our aux cable can be used. No music will be permitted after 23:30 on Saturdays.
- Should DJs want to play through The Venue's sound system, a media technician can be hired per hour to assist. Only aux cable play is allowed through The Venue's sound system without supervision.
- The Kitchen is available for serving only, **no** food preparation is to be done on-premises.
- Your **caterer** has to supply The Venue with a food certificate before being allowed on-site, must have utensils and uniformed **staff** to help with serving food and cleaning the kitchen after using it.
- All décor, props, equipment, supplies, etc. not supplied by The Venue must be removed directly after the function. The Venue shall not be liable for any items lost after the function.
- Tents/stretch tents/marquee tents are strictly forbidden to be erected on the premises.
- The Venue is entitled to charge the client for extra costs incurred if any third party overstepped their time limits or equipment is left on the property.
- All 3rd party suppliers to be used at the event are subject to approval by the Venue. This should form part of the décor meeting and should be known the events manager of The Venue at least **six (6)** weeks before your event. All 3rd party suppliers must sign an agreement with Avenue on Iris, if 3rd party suppliers will not do so, they will not be approved as providers and as such not allowed on to the property, such will be communicated to you, so you can make other arrangements. For this reason, we require your participation and early response to facilitate the agreements in time, to avoid disappointment and problems.
- We will review each 3rd party supplier as per our list, and we reserve the right not to accept a supplier or have the first choice to supply the client with required items/décor/extras.

General:

- Only rose petals, bubbles, or biodegradable confetti is allowed. No paper, plastic, streamers, "poppers" or polystyrene confetti is allowed, nor balloons with plastic confetti in them. A cleanup penalty fee will be deducted from your breakage deposit if otherwise used.
- All guests must adhere to the designated smoking areas. (According to the new smoke regulations, smoking is not allowed under any roof or closer than 3 meters from any window or entrance).



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- An additional laundry fee /clean-up fee will be deducted from the breakage deposit, should the duvet or mink blanket be soiled with food/make-up stains or if the Bridal Suite is left in a very dirty state.
- No fireworks or fire lanterns will be allowed on the premises.
- Nobody is allowed to go beyond the "no entry" signs.
- The Venue will not be held liable for the interruption of services such as electricity, water, and sanitary services at the venue however we do have a generator on site.
- Children should be supervised by an adult at all times.
- The Venue takes no responsibility for outdoor functions, and the client remains responsible for any costs involved should a radical shift in the weather affect the presentation or arrangements of the function.
- The Venue reserves the right to cancel any booking without any liability on its part in the event of any damages to the venue by fire, or strikes for any other cause beyond management's control. The Venue will assist the client to locate an alternative venue or date.
- The Venue reserves the right to charge the client R2000 per every 20 guests arriving after the number of people entered exceeds the amount the Client & the Venue agreed upon. The Venue reserves the right to refuse guests after the number of people entered exceeds the amount the Client & The Venue agreed upon
- Alcohol can be served on the premises, but there is no cash bar. **Guests won't be allowed to bring in their alcohol on the day of the event. No alcohol is allowed in the parking lot. No cooler bags are allowed.** The Venue reserves the right to check cars and to confiscate any alcohol brought in or ask guests to leave the premises if they refuse to hand it in. Should guests refuse to cooperate, the client will be fined with a minimum fine of R2000 up to a maximum of R3000 after a fair warning.
- The Venue reserves the right to publicize past, current, and future events unless requested not to do so by the Client in writing.

Indemnity

- The Venue, its officers, employees, agents, and/or contractors, will not be held responsible for any injury, loss, damage, or costs of any nature whatsoever (including but not limited to the costs of legal action) suffered by the Client, any guest, service provider or third party, arising out of any cause whatsoever, and where such injury, loss, damage or costs arising out of the negligence of The Venue or any person for whom The Venue is vicariously liable.
- The Venue reserves the right without prejudice or any further recourse by the Client or the guests of the Client to sever, to cancel, and to terminate your patronage on our premises if any of the notices, rules, common courtesies, obligations, and cautions are not followed and adhered to by the Client /supplier/any visitor, or if the Client's group's /supplier's behavior becomes a disturbance or is unruly, offensive, abusive, threatening, destructive or unacceptable to any other guests or management and staff of The Venue. The Venue does sincerely hope and trust that such action will never be necessary.
- Every guest, service provider, sub-contractor, the employees of a service provider, and or subcontractor entering the premises takes full responsibility for his or her safety and for the minors and or employees accompanied by, including medical care and emergency assistance.
- In the event of any service provider or third party arranged by the client and approved by the Venue, the Venue will not be held responsible for any injury, loss, damage, or costs of any



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nature whatsoever (including but not limited to the costs of legal action) suffered by the Client/supplier/any guest, arising out of any cause whatsoever, and where such injury, loss, damage, or costs arising out of the negligence of the third party or any person for whom The Venue is vicariously liable.

I/We hereby agree to the terms and conditions as set out and are duly authorized to do so.

Booking Particulars:

Event date:	
Time slot:	
Number of guests:	

I/we have read the above and accept the terms therein.

Bride; duly authorised			
Name			
ID Number			
Cell phone			
Email Address			
Date:		Signature:	

Groom; duly authorised			
Name			
ID Number			
Cell phone			
Email Address			
Date:		Signature:	



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BANKING DETAILS FOR REFUND PAYMENT	
Account holder name	
Bank	
Branch code	
Account number	
Date:	Signature:

Third-party Supplier; Duly authorized	(Decorator/ caterer)	Third-party Supplier; Duly authorised	Sound / Technical / video conferencing
Company/person		Company/ person	
Contact nr/email address		Contact nr/ email address	
Date		Date	
Signature		Signature	
Time of arrival		Time of arrival	
Extra details:		Ekstra details:	