



A Place
TO CELEBRATE

**AGREEMENT 2021**

KRAAL RESTAURANT (PTY) Ltd. (referred to as '*Kraal Restaurant*' or '*The Restaurant*')

and '**The Client**' _____ ID No. _____

Collectively referred to as ("**the Client**")

DATE OF EVENT: _____

All reservations for **the Restaurant** are booked upon and subject to the rules and regulations of **Kraal Restaurant** and the following terms:

1. EVENT VENUES AND VENUE HIRE RATES AS PER PRO FORMA INVOICE

FRONT DECK - Weather permitting	PLEASE SELECT	PLEASE SIGN
As per Restaurant Rate Card (<i>Minimum Numbers</i>)		
08:00 – 14:00		
15:00 – 21:00		
Other (please specify).		
OLIVE ROOM (INCLUDING BACK DECK) - Weather permitting	PLEASE SELECT	PLEASE SIGN
As per Restaurant Rate Card (<i>Minimum Numbers</i>)		
08:00 – 14:00		
15:00 – 21:00		
Other (please specify).		
ENTIRE RESTAURANT	PLEASE SELECT	PLEASE SIGN
As per Restaurant Rate Card (<i>Minimum Numbers</i>)		
08:00 – 14:00		
15:00 – 21:00		
Other (please specify).		

- 1.1. All prices are fixed once the booking is confirmed
- 1.2. All rates quoted are valid for seven (7) days and are subject to change without prior notice
- 1.3. All prices quoted include 15% VAT
- 1.4. Provisional reservations not confirmed within forty-eight (48) hours will automatically be released and terminated
- 1.5. Venue Hire entitles **the Client** to six (6)-hour use of the event venue.

2. STAFF CHARGES

- 2.1. **The Kraal Restaurant's** service-orientated staff will attend to the reasonable requests of **the Client's** guests.
- 2.2. The amount charged by **the Kraal Restaurant** to **the Client** for each staff member of **the Kraal Restaurant** ("staff charges") is subject to change at the sole discretion of **the Kraal Restaurant**.
- 2.3. **The Kraal Restaurant** shall allocate the appropriate number of staff members to **the Client** and its guests in accordance with the provisions of this clause
 - 2.3.1. One (1) Waitron and one (1) Runner for every twenty (20) guests.
 - 2.3.2. Each staff member shall serve a six (6)-hour shift calculated as follows:
 - 2.3.2.1. Thirty (30) minutes prior to the commencement of the Event to set-up for the Event
 - 2.3.2.2. Five (5)-hours in attendance of the Event and
 - 2.3.2.3. Thirty (30) minutes to clean-up following conclusion of the Event.

- 2.4. **The Client** shall be liable for any additional staff in accordance with **the Kraal Restaurant Rate Card**.

The Kraal Restaurant Coordinator to initial: _____

The Client to initial: _____

3. CATERING

- 3.1. **The Kraal Restaurant** shall appoint suitably qualified chefs to prepare and provide meals to **the Client** and its guests.
- 3.2. **The Kraal Restaurant** shall prepare and provide **the Client** with meal options in line with the A la Carte Menu's to accommodate **the Client's** requirements. Requirements must be conveyed to **the Kraal Restaurant** by no later than seven (7) days before the date of the Event.
- 3.3. **The Client** must confirm the menu selection, the final number of guests, and make payment in full by no later than seven (7) days before the date of the Event.
- 3.4. Menu prices are subject to change at the discretion of **the Kraal Restaurant**.
- 3.5. **The Client** shall not bring any additional food onto **the Kraal Restaurant** premises without **written permission** from **the Kraal Restaurant's** Senior Management, which permission must be requested in writing by no later than seven (7) days before the date of the Event and may be withheld at the discretion of **the Kraal Restaurant**. **The Kraal Restaurant** reserves the right to either approve or decline such a request.
- 3.6. **The Kraal Restaurant** shall prepare a children's menu for persons under the age of twelve (12) years, which children's Menu shall be included in the final cost's payable by **the Client**.
- 3.7. Should the number of guests attending the Event on the date of the Event exceed the number of guests indicated by **the Client** when making **Final Appointment**, **the Client** shall affect an additional payment immediately upon request from **the Kraal Restaurant**. Should the number of guests be less than what was indicated by **the Client**, **The Client** shall be billed in accordance with the number of guests indicated when **the Client** confirmed the **Final Appointment**.
- 3.8. Any suppliers or service providers appointed by **the Client** will be seated in the restaurant, and a supplier menu option shall be made available at an additional rate as per the **Kraal Restaurant Rate Card**.
- 3.9. **The Restaurant** does not allow takeaways for High Tea and Buffet meals.
- 3.10. **The Client** is allowed to bring in a birthday cake for the special event.
- 3.11. Given the frequent fluctuations of the South African Rand against other major currencies, and the historical drought affecting the country's agricultural industry, our food and beverage prices are subject to pricing updates up to 30 days before the reserved event dates. Pricing updates may be necessary to take into account unforeseen inflation, caused by cost variations on imported products, and supply shortages experienced with local produce.
- 3.12. Prices include a specific food allocation as per the applicable menu. There will be additional charges for any additional food items ordered.
- 3.13. **Outside Catering**
 - 3.13.1. All catering and preparing of meals shall be done by the staff of **the Kraal Restaurant**. Should there be any special catering requirements such as Kosher or Halaal food, **the Kraal Restaurant** shall outsource meals at an additional charge to **the Client**.
 - 3.13.2. No discount will be given on packages indicated on **the Kraal Restaurant Rate Card**; In order to accommodate Kosher or Halaal dietary requirements, **the Client** may utilize any of **the Kraal Restaurant's** approved caterers at **the Client's** own cost.
 - 3.13.3. **The Client** may not use any caterer who is not approved in writing by **the Kraal Restaurant's** Senior Management for purposes of preparing any meals.
- 3.14. Menu options shall include specific food allocations subject to the specific Menu item.
- 3.15. There will be additional charges for any additional food items ordered by **the Client** or any of its guests.

4. BAR SERVICE

- 4.1. **The Kraal Restaurant** shall provide a fully licensed bar on the date of the Event to **the Client** subject to receipt of a written brief regarding their bar requirements for the specific Event.
- 4.2. **The Kraal Restaurant** offers the following bar services which services must be identified and selected by **the Client**:

PREPAID LIMIT BAR	FULL BAR	The Client to pre-pay for all drinks consumed during the Event.
PREPAID LIMIT BAR	SELECTED BAR	The Client to pay for a limited number of selected drinks consumed during the Event. Certain categories of drinks may be excluded (e.g., spirits or shooters) but not certain brands. The Client is required to pay the prepaid portion before the Event.
		Should the Client wish to increase the limit during the Event, the Kraal Restaurant requires full payment for the additional increased amount upfront using Debit or Credit Card, Zapper or SnapScan. No cash or cheques payments will be accepted. The Client may request that guests pay for their drinks once the set limit is reached.
OWN ACCOUNT BAR	CASH BAR	Guests to pay for their drinks via Debit or Credit Card, Zapper or SnapScan. NO CASH ACCEPTED.

- 4.3. Should **the Client** choose the 'Own Account Bar' option, any outstanding amounts not paid by **the Client's** guests will be transferred to **the Client's** account. Should the outstanding amount be recouped, **the Client** will be refunded by **the Kraal Restaurant**.
- 4.4. **The Client** may, at its own additional cost, request **the Kraal Restaurant** to appoint an external Bar Auditor who shall monitor **the Client's** beverage consumption and ensure accuracy in respect of any billing processes.
- 4.5. **The Client** must inform their guests that **the Kraal Restaurant** is a cashless environment and that the methods of payment mentioned in clause 4.2 above apply.
- 4.6. A drinks and wine menu shall be made available by **the Kraal Restaurant** on **the Kraal Restaurant** website at www.kraalrestaurant.co.za or when requested by **the Client**.

5. CORKAGE

- 5.1. Corkage only allowed by **the Kraal Restaurant** on Red, White and Sparkling Wines.
- 5.2. Any special requirements regarding Bar facilities must be made by **the Client** in writing and approved by **the Kraal Restaurant**. All requests for special beverage orders must be submitted by **the Client** and approved by **the Kraal Restaurant** by no later than seven (7) days before the date of the Event.
- 5.3. **The Client** must make full payment upfront for all special and approved orders.
- 5.4. All prices for any special orders shall be subject to availability and may change without prior notice to **the Clients**.
- 5.5. Alcohol brought onto the premises without **written consent** from **the Kraal Restaurant's** Senior Management will be confiscated by **the Kraal Restaurant** and shall not be returned to **the Client**.
- 5.6. **The Client** shall not consume any alcohol provided to it by **the Kraal Restaurant** outside of the premises or in **the Kraal Restaurant's** parking area and public areas.
- 5.7. Should **the Client** or any guest of **the Client** be found drinking alcohol in **the Kraal Restaurant** parking area, such person shall be immediately requested to leave the premises and **the Client** shall be immediately required to pay an amount of six thousand rand (R6 000) to **the Kraal Restaurant**, which amount may be deducted from the deposit amount held by **the Kraal Restaurant**.

6. OPERATING LICENSE

- 6.1. **The Kraal Restaurant** reserves the right to fully protect its operating license and shall decline to continue service to any guest whose behavior is considered inappropriate or by **the Kraal Restaurant** or any of its staff members.
- 6.2. **The Kraal Restaurant** will not serve or allow any person to purchase alcohol for any person under the legal drinking age of eighteen (18). No alcohol will be served after 2 AM and before 12 PM.

7. FURNITURE AND EQUIPMENT

- 7.1. **The Client** shall ensure and inform **the Kraal Restaurant** by no later than seven (7) days in advance that **the Kraal Restaurant's** standard furniture and equipment is satisfactory for the purposes required by **the Client**.
- 7.2. **The Client** shall supply or hire at **the Client's** cost any other additional items required by **the Client**.
- 7.3. Only areas booked for Private Events may be decorated and furnished.

8. DÉCOR AND PROPS

- 8.1. **The Client** should arrange for delivery of their décor and props to **the Kraal Restaurant** on the day of their Event and remove such items from **the Restaurant** at the end of the Event.
The Kraal Restaurant will store décor and props not collected within seven (7) days after the Event, at a cost to **the Client**, depending on the size of the item/s. **The Kraal Restaurant** is entitled to sell items to cover storage costs or donate goods to charity.
- 8.2. **The Kraal Restaurant** shall not be liable, and **the Client** hereby indemnifies **the Kraal Restaurant** from any damage to or loss of any hired or stored items.

9. SET-UP AND CUT-OFF TIMES

- 9.1. **The Client** shall confirm with **the Kraal Restaurant's** Event Coordinator in writing the time which **the Kraal Restaurant** must be set-up for the Event by no later than seven (7) days before the Event.
- 9.2. **The Kraal Restaurant** shall not allow any set-up to commence on any date prior the date reserved by **the Client**, unless agreed to by **the Kraal Restaurant** in writing.
- 9.3. Should **the Client** elect to reserve any date prior the date of the Event the applicable venue hire charges shall apply, and **the Client** must be completed with the set-up at least two (2) hours before the time the Event is scheduled.

10. EVENT OVERTIME RATES

- 10.1. **The Client** shall be entitled to use the premises for a maximum of six (6) hours which shall be measured from the time that the venue is booked and shall not include the time needed for set-up. Overtime rates will apply at the rates shown on **the Kraal Restaurant Rate Card** should any Event continue past the six (6) hours, irrespective of the actual time that the Event commenced.
- 10.2. No loud music shall be allowed at **the Kraal Restaurant**.
- 10.3. **The Kraal Restaurant** shall commence with cleaning the venue at 22:00 PM regardless of whether **the Client** or its guests are still present. Should guests remain in the venue after 12 PM, a fee of seven thousand rand (R7 000) per hour or part thereof will be calculated and charged to **the Client** regardless of whether a full hour was used or not.
- 10.4. Staff charges shall be added in addition to rates payable in terms of this overtime **Agreement**.
- 10.5. **The Client** shall be liable for payment of staff members at the rates shown on **the Kraal Restaurant Rate Card** per staff member per hour or part thereof going into overtime.
- 10.6. **The Client** may arrange this on the night of the Event however **the Client** must affect payment of the payable amount upfront.

11. EVENT AND VENUE PAYMENT TERMS

- 11.1. **The Kraal Restaurant** Quotation are only valid for seven (7) days from date of issue, whereafter such quotation will expire automatically.
- 11.2. Should **the Client** wish to proceed with the booking process, **the Kraal Restaurant** will furnish a pro forma invoice in accordance with the table contemplated below.

PAYMENT SCHEDULE FOR EVENT AND EVENT VENUE		PLEASE SIGN
Upon booking	(Twenty five percent) 25% of total amount on 'Pro Forma Invoice' is required as deposit to secure venue and date. Include KRAAL reference number on proof of payment, ID copy and signed KRAAL Agreement.	
90 (Ninety) Days before Event	25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
60 (Sixty) Days before Event	25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
30 (Thirty) Days before Event	Breakage deposit and outstanding 25% (Twenty five percent) of total amount on 'Pro Forma Invoice'.	
Day of Event	Additions and overtime.	

- 11.3. Upon receipt of the pro forma invoice contemplated in clause 11.2 above, **the Client** shall furnish **the Kraal Restaurant** with a copy of **the Clients** Identity Document or passport, a signed copy of this **Agreement** and proof of payment of the pro forma invoice amount.
- 11.4. Once the payment has cleared in **the Kraal Restaurants'** bank account and **the Kraal Restaurant's** Event Coordinator has checked that all documentation is correct, **the Kraal Restaurant** will send to **the Client** the 'Letter of Acceptance' as confirmation of the booking.
- 11.5. In the event of non-payment of the fees within the specified time contemplated in clause 11.2. above, **the Kraal Restaurant** shall be entitled to cancel this **Agreement** due to non-compliance, without further notice or liability to **the Client**. All monies paid are non-refundable.
- 11.6. Interest on any late payments will be charged at ruling bank prime overdraft rate plus two percent (2%).
- 11.7. No Event will take place without full payment being made to **the Kraal Restaurant**; seven (7) days prior the date of such Event.
- 11.8. Should any additional guests arrive on the day of the Event, **the Client** will be informed and will be liable to pay the full amount due on the day of the Event, in which case **the Kraal Restaurant** will not be liable if the food and table settings are not sufficient.
- 11.9. No payments using a cheque or cash payments will be accepted by **the Kraal Restaurant**.

12. EVENT AND VENUE CANCELLATIONS

Subject to clause 12.2 the following will apply when **the Client** cancels this **Agreement**:

CANCELLATION SCHEDULE FOR EVENT AND EVENT VENUE		PLEASE SIGN
More than (One hundred and twenty) 120 days before Event	(One hundred percent) 100% refund.	
(Ninety-one) 91 to (one hundred and twenty) 120 days' notice	Full Venue Hire and (Twenty five percent) 25% charge of the total Event Invoice is non-refundable, the difference refundable.	
(Sixty-one) 61 to (ninety) 90 days' notice	Full Venue Hire and (Fifty percent) 50% charge of the total Event Invoice is non-refundable, the difference refundable.	
(Thirty-one) 31 to (Sixty) 60 days' notice	Full Venue Hire and (Seventy five percent) 75% charge of the total Invoice is non-refundable, difference refundable.	
Less than (Thirty) 30 days' notice	Full deposit and 100% charge of the total Invoice is non-refundable, no refund.	

- 12.1. All cancellations must be in writing and e-mailed to **the Kraal Restaurant's** Event Coordinator with a copy to krbookings@thabahotel.co.za. **The Client** must ensure that they receive confirmation of receipt of their e-mail of cancellation from **the Kraal Restaurant**.
- 12.2. A deduction of four thousand rand (R4 000) for the administration fee applies to all cancellations, regardless of the notification period. Please note that **the Kraal Restaurant** only pays reimbursements via EFT.

13. PAYMENT METHODS

- 13.1. No payment made by **the Client** to **the Kraal Restaurant** shall be made in cash and only payment by Debit or Credit Card, Zapper, SnapScan, EFT or YOCO payment link is acceptable for all transactions.
- 13.2. Should **the Client** wish to make a deposit or final payment in cash, **the Client** must deposit the funds at any FNB branch into the following banking account details and e-mail proof of payment to **the Kraal Restaurant's** Event Coordinator:

BANKING DETAILS:

Bank Name:	FNB
Account Name:	Kraal Restaurant
Account Number	62 876 073 885
Branch Code:	210 544
Reference:	YOUR BLOCK ID (Located on Pro Forma Invoice)

- 13.3. **The Kraal Restaurant** will accept the payment as valid once **the Kraal Restaurant** receives **the Client's** e-mailed proof of payment and this payment reflects on **the Kraal Restaurant** bank statement.
- 13.4. **The Kraal Restaurant** shall provide **the Client** and its guests with sufficient card swiping machines to ensure that **the Client** and the guests may undertake transactions at the guest's tables.

14. POSTPONEMENTS OR DATE CHANGE

- 14.1. In the unlikely event of an emergency situation out of **the Client's** control, **the Kraal Restaurant's** will, following consultation with **the Kraal Restaurant** General Manager, consider allowing a date change.
- 14.2. An administration fee of four thousand rand (R4 000) shall be payable by **the Client** in the event of a date change.
- 14.3. **The Parties** shall sign a new **Agreement** and a new 'Letter of Acceptance' will be sent by **the Kraal Restaurant** to **the Client** confirming the new date.
- 14.4. In the event that **the Clients** requires to postpone or change the date for a second time, a surcharge of fifty percent (50%) of the total invoiced amount of the postponed Event will be charged over and above the full cost for the final Event.
- 14.5. Any date change is subject to availability and shall be at **the Kraal Restaurant** discretion.

The Kraal Restaurant Coordinator to initial: _____

The Client to initial: _____

15. EVENT ARRANGEMENTS FINAL APPOINTMENT

- 15.1. **The Parties** hereby record that **Final Appointment** is necessary to ensure that **the Kraal Restaurant** meets **the Clients'** expectations and any failure by **the Client** to attend **the Final Appointment** shall be considered as a renunciation of any rights in respect of requesting specific arrangements by **the Client**.
- 15.2. **The Kraal Restaurant's** Event Coordinator will contact **the Client** to schedule the meeting at least seven (7) days before the Event.
- 15.3. **The Client** shall be required to sign **the Final Appointment** document and ensure that any changes are in writing.
- 15.4. The details submitted on **the Final Appointment** document will overrule or take precedence over any verbal discussions or arrangements held between **the Parties**.

The purpose of a Final Appointment is to confirm:

- 15.4.1. Set-up of the Event venue
- 15.4.2. Final menu and bar requirements selected by **the Client**
- 15.4.3. Confirmation of final number of guests
- 15.4.4. Detailed program of Event

- 15.5. **The Client** shall be required to effect payment for any additions and extras in accordance with the payment schedule.
- 15.6. **The Final Appointment** document must be completed for preparation for the meeting, **the Client** must complete and submit this document prior or at the meeting.
- 15.7. Should there be any changes to the program caused by **the Client** within seven (7) days of the date of the Event which changes result in additional costs to **the Kraal Restaurant**, the costs shall be for the account of **the Client** and shall be paid by **the Client** prior to the date of the Event.

16. GENERAL

- 16.1. **The Client** shall not conduct any cultural, traditional, and religious activities in any venue on the Premises without the prior **written consent** from **the Kraal Restaurant's** Senior Management - this includes fires, slaughtering of animals, burning of alcohol and breaking of any plates, etc.
- 16.2. Any candles burnt by **the Client** must be wide enough to prevent wax damaging any linen or furniture, the removal of any wax damage shall be at **the Client's** expense.
- 16.3. **The Client** shall not make any alterations, structural or otherwise, additions or other improvements to the premises without the prior **written consent** of **the Kraal Restaurant** including using any glue, nails, tacks, and hooks in the wall, roof, curtains, wooden frames, and any furniture on the premises. Should **the Client** erect any alterations without the **written consent of the Kraal Restaurant the Client** shall, at its own cost, remove such alterations and reinstate the premises to the same condition it was in prior to effecting such alterations.
- 16.4. **The Client** may employ the use of fresh flower petals or potpourri, however, may not employ the use of any plastic confetti.
- 16.5. **The Client** shall not attach any draping to the chandeliers, walls, ceilings or curtains on the premises without **written consent** from **the Kraal Restaurant**.
- 16.6. **The Client** shall not use pins or staples on the chair covers, any pins or staples on the chair covers shall be subject to the provision of clause 16.5 above.
- 16.7. **The Client** shall not use any fireworks or Chinese lanterns while on the premises.
- 16.8. **The Client** shall ensure that all of its guests remain silent in parking areas and driveways and shall not hoot, nor play any loud music on the parking areas and driveways to ensure the comfort of all guests of **the Kraal Restaurant**.
- 16.9. The PA System level of all sound needs to be such that it cannot damage a child's hearing and a decibel meter shall be provided by **the Kraal Restaurant** to measure the level of sound created by **the Client**.
- 16.10. **The Parties** agree that no variation, amendment or consensual cancellation of this Agreement (including, without limitation, the provisions of this clause) shall be of any force or effect unless reduced to writing and signed by the Parties hereto by hand. For the avoidance of any doubt, the Parties expressly agree that no variation, amendment or consensual cancellation of this Agreement shall arise or become applicable pursuant to any exchange of "data" by means of an "electronic signature", or an "advanced electronic signature" (as envisaged, defined and otherwise contemplated in the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time "ECTA", or any similar provision in Law, if capable of waiver or amendment, in any other country to the extent applicable to this Agreement), or otherwise by means of electronic and/or written signed correspondence.
- 16.11. **The Parties** agree that no variation, amendment or consensual cancellation of this **Agreement** (including, without limitation, the provisions of this clause) shall be of any force or effect unless reduced to writing and signed by **the Parties** hereto by hand. For the avoidance of any doubt, **the Parties** expressly agree that no variation, amendment or consensual cancellation of this **Agreement** shall arise or become applicable pursuant to any exchange of "data" by means of an "electronic signature", or an "advanced electronic signature" (as envisaged, defined and otherwise contemplated in the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time "ECTA", or any similar provision in Law, if capable of waiver or amendment, in any other country to the extent applicable to this **Agreement**), or otherwise by means of electronic and/or written signed correspondence.
- 16.12. Further to the provisions of clause 16.11 of this **Agreement**, **the Parties** agree, to the fullest extent permitted by Law, to exclude the application of section 13 of the ECTA (or any similar provision in Law in any other country to the extent applicable to this **Agreement**) in respect of this **Agreement**. For the purposes of this **Agreement**, **the Parties** agree that their name, identifying information or the name and identifying information of the relevant entity which they represent in relation to the particular correspondence, that appears at or near the end of any electronic mail, electronic correspondence or other written correspondence, as the context may require, shall not in any manner be considered or deemed to constitute their signature or electronic signature, for the purpose of concluding any legal acts in relation to this **Agreement**.
- 16.13. **The Client** and its guests shall only smoke in the designated smoking areas.
- 16.14. **The Client**, its assignees and any of its guests may not access any area demarcated as a back-of-house area.
- 16.15. **The Kraal Restaurant** hereby reserves its right of admission.

17. BUILDING AND FIRE CODE REQUIREMENTS

- 17.1. **The Client** must ensure that any service provider appointed by **the Client** to render any services on the premises complies with the safety and fire codes and all applicable flame-proofing regulations and on demand must provide **the Kraal Restaurant** with the relevant certificate/s.
- 17.2. **The Client** must ensure that the exit signage on the premises is always visible and accessible.

18. RISK / LOSS DAMAGES

- 18.1. **The Kraal Restaurant** is not liable for any loss or damage caused by interruptions of services (water, electricity, sanitary and gas) as well as any labour unrest and strikes which may take place.
- 18.2. Notwithstanding clause 18.1 **the Kraal Restaurant** shall ensure that there are two (2) generators on site which supply power to **the Kraal Restaurant**.
- 18.3. **The Kraal Restaurant** shall invoice **the Client** for any damages to the property, buildings, furniture, fittings, décor or napery and surroundings gardens, which invoice must be paid within three (3) days of receipt of the invoice by **the Client** from **the Kraal Restaurant**.

19. RIGHT TO INSPECT AND NOT LIABLE FOR PERSONAL PROPERTY

- 19.1. While **the Kraal Restaurant** shall take precaution to ensure the safeguarding of **the Client's** belongings including décor, props, gifts and other valuables, **the Kraal Restaurant** shall not be liable for loss or damages to any property or belonging of **the Client** or any of its guests.
- 19.2. It is **the client's** sole responsibility to ensure that any gifts, cards and envelopes given to them by their guest is in safe keeping and that **the Kraal Restaurant** can in no way be held liable to take care of such gifts, cards and envelopes. It is recommended that **the Client** appoint one of their own guests to oversee the safekeeping of all Event gifts, card and envelopes.

20. FORCE MAJEURE

- 20.1. Neither of **the Parties** shall be liable for default or delay caused by an occurrence beyond its reasonable control insofar as it proves:
- 20.1.1. That the failure was due to an occurrence beyond its reasonable control.
- 20.1.2. That it could not reasonably be expected to have taken the occurrence and its effects upon **the Party's** ability to perform into account at the time of the conclusion of this **Agreement**; and
- 20.1.3. That it could not reasonably have avoided or overcome the impediment or at least its effects.
- 20.2. An occurrence may include but is not limited to war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, pandemics, epidemics, localised outbreaks, destruction of machines, factories and any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, acts of authority, whether lawful or unlawful, apart from acts from which **the Client** seeking relief has assumed the risk by virtue of any other provisions of this **Agreement**.
- 20.3. For the purposes of this clause 20.2, "occurrence" does not include a lack of authorisations, licenses, permits or approvals as necessary for the performance of this **Agreement** and to be issued by any appropriate public authority.
- 20.4. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the occurrence relied upon and shall terminate upon the date upon which such occurrence ceases to exist; provided that if such occurrence continues for a period of more than sixty (60) days either of **the Parties** shall be entitled to terminate this **Agreement**.

21. INDEMNITY AND LIMITATION OF LIABILITY

- 21.1. **The Parties** hereby indemnify the other at all times against all direct losses sustained by either Party in consequence of public liability, loss, breach, or any other claim (including, without limitation, any legal fees or costs) arising in connection with this **Agreement**, save to the extent caused by the gross negligence or willful misconduct of a Party towards an express provision of this **Agreement**.
- 21.2. Notwithstanding any provision to the contrary in this **Agreement**, no Party shall be entitled to institute any delictual, contractual or other claim (including any claim pursuant to any indemnity given by any Party under this **Agreement**) against another Party for any indirect or consequential losses or damages (including without limitation, loss of profit, loss of use, loss of production, loss of business, or loss of business opportunity) due to any cause whatsoever.

22. SECURITY GUARDS

- 22.1. **The Kraal Restaurant** shall, upon receipt of a written request from **the Client** and at an additional cost to **the Client**, provide additional security for the Event.

23. NUISANCE CLAUSE

- 23.1. **The Client** and its Guests shall not conduct any action that might cause a nuisance to **the Kraal Restaurant**, other guests of **the Kraal Restaurant** or neighbours of **the Kraal Restaurant**.

24. RESPONSIBILITY

- 24.1. **The Client** is responsible for the orderly conduct of guests attending the Event and shall not allow any action that may constitute a breach of this **Agreement**.
- 24.2. **The Client** shall comply with any reasonable requests received from **the Kraal Restaurant's** Senior Management and with all rules and regulations as issued by **the Kraal Restaurant** to **the Client**.
- 24.3. Any damages to **the Kraal Restaurant's** property by **the Clients** or their guests will be for **the Client's** account and is **the Clients** responsibility.

25. MARKETING MATERIAL

- 25.1. **The Client** hereby grants **the Kraal Restaurant** permission to use any photos or videos taken on the premises of **the Kraal Restaurant** and at their venues for any marketing or advertising purposes.

26. RECOMMENDED SUPPLIERS

26.1 **The Client** hereby indemnifies **the Kraal Restaurant** against any damage caused by any suppliers or service providers recommended by **the Kraal Restaurant to the Client**

27. INVOICE DETAILS

Person responsible for account	
Contact Number	
Email Address	
Bank Details	
Account holder	
Bank	
Branch	
Account number	

28. WARRANTIES BY THE CLIENT

The Client warrants that:

- 28.1. It can pay the full amount due thirty (30) days before the Event, for the Event and Kraal Restaurant accommodation as stipulated in the **Payment Terms**.
 28.2. There are no unpaid civil judgements granted against **the Client**, and
 28.3. **The Client** has not had any other adverse credit information recorded against it at any credit bureau in the last three (3) years.
 28.4. **The Client** shall be considered in breach of this **Agreement** should there be any adverse credit information against **the Client's** name at any stage in the three (3) years prior to the conclusion of this **Agreement**.

29. BREACH

- 29.1. Should **the Client** commit a breach of this **Agreement** and fail to rectify or refuse to rectify that breach within seven (7) days after receipt of a written notice from **the Kraal Restaurant** calling upon **the Client** to rectify that breach, **the Kraal Restaurant** shall be entitled to, without prejudice to any other of its rights, cancel this **Agreement** by written notice to **the Client** and to retain any money already paid **by the Client**.

30. DISCLAIMER

- 30.1. **The Client** hereby acknowledges that it uses the premises provided by **the Kraal Restaurant** at its own risk and neither **the Kraal Restaurant** nor the Thaba Eco Hotel nor any of its owners, subsidiaries, employees, managers, trustees, members or directors shall be held liable for any form of physical injury or death to any person/s or any loss of or damages of property which may be caused by any reason whatsoever including but not limited to theft, fire, wildlife, infectious diseases or any other causes whatever as a result of or in connection with the use of these facilities.

31. THE CLIENT

Full Name and Surname	
ID Number	
Physical Address	
Cell Number	

32. AUTHORITY TO SIGN

- 32.1. **The Client** hereby warrants that it has full authority to sign this **Agreement**.
- 32.2. **The Client** confirms that the **Agreement** has been read and understood along with the Disclaimer. **The Client** agrees to the terms and conditions as set out in this **Agreement**.
- 32.3. **The Client** hereby takes full responsibility for the conduct of all of **the Client's** guests attending the Event.
- 32.4. **The Client** hereby confirms that **the Kraal Restaurant** staff explained that **the Client** is entitled to have this document translated into a language of choice and that this will be at **the Client's** cost.
- 32.5. **The Client** undertakes to pay any costs, including legal fees, tracing fees and collection costs that **the Kraal Restaurant** may incur in its recovery of any outstanding amount due by them.

The Client - Name/s and Signature/s

Date of Event

Witness - Name and Signature

Date

Kraal Restaurant Event Coordinator - Name and Signature

Date

Kraal Restaurant Manager - Name and Signature

Date