

## Contract

*This document has been drawn up for the convenience of our Clients so that they may be aware of the services we offer and better understand our policies and procedures.*

*This deems to serve as a binding contract between Medley House Banqueting and The Client.*

*The full deposit, proof of payment and this signed contract must be returned to Medley House upon confirmation of your wedding date in order for the date to be secured for you.*

### 1. General

- 1.1 As the quote is subject to availability, Clients wishing to avoid disappointment should book as soon as possible.
- 1.2 All rules and regulations on indemnity boards apply on the premises of Medley House. Medley House's contract is the only legal and binding contract and in case of conflicting information between Medley House and the Client, the contractual information in this contract will be held precedent.
- 1.3 The Bride and Groom are jointly and severally responsible to ensure that all guests and suppliers adhere to the Terms and Conditions as set out herein.

### 2. Payment procedures and rates

- 2.1 Payment of a deposit automatically indicates the Client's acceptance of the operating terms, policies and conditions of Medley House.
- 2.2 Rates are applicable as indicated in packages and no exchange or refunds for any part of the package that is not used will be made.
- 2.3 All rates are subject to an annual increase which will automatically be implemented on 1 January of each year.
- 2.4 All prices quoted are inclusive of VAT @ 14%.
- 2.5 Any received quote is valid for and needs to be accepted within 30 days, where after the first deposit becomes payable in order to secure your date. First Deposit R5 000.00 (Five Thousand Rand)
- 2.6 Your booking is only confirmed upon signed return of this signed contract and proof of payment sent by email to [samantha@medleyhouse.co.za](mailto:samantha@medleyhouse.co.za).
- 2.7 To avoid confusion, the proof of payment needs to state the following:  
 Date of Wedding  
 Names of Bride and Groom  
 Quotation Reference Number
- 2.8 A second deposit (as indicated on the quotation) will become payable 90 days prior to the function. R5 000.00 (Five Thousand rand)
- 2.9 In the case of non-payment of deposits the function will be deemed to be cancelled.
- 2.10 Full and final payment is due 14 days prior to the function.
- 2.11 Should the function payment not be settled in full 14 days prior to the function, function will be deemed to be cancelled.
- 2.12 Due to unforeseen circumstances, the price of certain items may be increased without prior notification.
- 2.13 Deposits are non-refundable and non-transferable, however, Medley House will attempt, in good faith, to accommodate Clients wanting to postpone their wedding, however this will be in accordance to availability and to a maximum of 90 days after original date of function.
- 2.14 In the case of outright cancellation for any reason whatsoever deposits are non-refundable and non-transferable.
- 2.15 Medley House retains the right to cancel any booking date whereby money's paid will be refunded to the Client.
- 2.16 No interest will be calculated on monies refunded.
- 2.17 Medley House does not accept Credit Card or cheque payments.
- 2.18 Any additional amount due by the Client shall be paid in full within 24 hours of the function.
- 2.19 Medley House banking Details are as follows:

Account Holder: **Medley House Banqueting**  
 Bank: **FNB**  
 Branch Code: **250 655**  
 Account Number: **626 298 508 44**

### 3. Hours of Operation, Access and Function Times:

- 3.1 Medley House business hours are Monday – Friday 8h00 to 16h00.
- 3.2 Whilst our best efforts will be made to accommodate Clients wanting to make appointments outside of business hours and on Saturdays, we cannot guarantee availability. Such appointments should be booked at least 7 working days in advance.
- 3.3 **Morning Functions**
  - 3.3.1 Hours are from 10h00 to 14h00.
  - 3.3.2 Chapel and venue available for special decorations – 08h00 to 09h30 on the day of the function.
  - 3.3.3 Last round will be called 45 minutes prior to end time of function.
  - 3.3.4 Last song will be played 30 minutes prior to end of function.
  - 3.3.5 All guests to please vacate the venue by 14h00.
  - 3.3.6 Should you and your guests wish to remain on the property after 14h00 an overtime venue surcharge applies of R2 000.00 per hour or part thereof for a maximum of two hours, payable immediately at the function. This is dependent on availability of the Venue and NO exceptions will be made in this matter.
- 3.4 **Afternoon Functions – Crystal Package**
  - 3.4.1 Hours are from 15h00 to 23h00.
  - 3.4.2 Chapel and venue available for special decorations – 11h00 to 14h00 on the day of the function.
  - 3.4.3 Last round will be called 45 minutes prior to end time of function.
  - 3.4.4 Last song will be played 30 minutes prior to end of function.
  - 3.4.5 All guests to please vacate the venue by 23h00.

- 3.5 **Afternoon Functions – Terrace Package**
- 3.5.1 Hours are from 16h00 to 24h00.
  - 3.5.2 Chapel and venue available for special decorations – 12h00 to 15h00 on the day of the function.
  - 3.5.3 Last round will be called 45 minutes prior to end time of function.
  - 3.5.4 Last song will be played 30 minutes prior to end of function.
  - 3.5.5 All guests to please vacate the venue by 24h00.
- 3.6 For Crystal and terrace venues, should you and your guests wish to remain on the property after the end time as stipulated above, an overtime venue surcharge applies of R3 500.00 per hour or part thereof for a maximum of two hours, payable immediately at the function. This is, however dependent on availability of the Venue and NO exceptions will be made in this matter.
4. **Minimum and Maximum Number of Guests**
- 4.1 The minimum and maximum guests as stipulated in each package will apply as follows:  
La Picnic package: 20 – 50 guests  
Crystal package: 50 – 80 guests  
Terrace package: 90 – 160 guests
  - 4.2 Fluctuations in number of maximum and minimum guests will only be allowed by agreement with Medley House management.
  - 4.3 Should the final number of guests attending be less than the prescribed minimum you will still be charged for the minimum.
  - 4.4 In the instance where more guests attend than stipulated on the final function sheet, Medley House will not be obliged to cater in any way or manner for the additional guests. Should Medley house, in its sole discretion decide that it is possible to do so such additional guests will be charged for at the agreed food and beverage price. Such payment is due on the day of the function, and if not paid in full will be deducted from the breakage deposit.
5. **Personal Belongings:**
- 5.1 Whilst every precaution will be taken to ensure the safeguarding of our Clients belongings, décor, gifts, valuables, etc. Medley House will not be held liable for loss, theft or damage.
  - 5.2 It is our company policy that Medley House and its employees may not deliver, transport or handle wedding gifts of any nature for any reason whatsoever.
6. **Final Arrangements:**
- 6.1 The Client must book a final appointment with Medley House at least 14 days prior to the function. The purpose of this meeting is to finalise all arrangements pertaining to function procedures, final checklist, final confirmation of the menu, bar requirements and the final number of guests.
  - 6.2 Any changes thereafter must be done in writing at least 7 days prior to the function, after which no changes will be accepted.
  - 6.3 Once the final function sheet has been signed, Medley House will use this as the specifications as to how your wedding day is to be run. Any changes to this signed document will not be accepted.
  - 6.4 Should you wish to have a wedding rehearsal Medley House will gladly accommodate you for this where reasonably possible.
  - 6.5 Such booking should be made at least 30 days prior to your function and will take place during Medley House normal business hours.
  - 6.6 Medley house accepts no responsibility for any deviation by the Client from the signed final function sheet.
7. **Chapels:**
- 7.1 Medley House reserves the right to, at its own discretion, change the Chapel from one to the other in case of circumstances beyond their control, e.g.: rain, inclement weather.
  - 7.2 Such changes shall not affect the price as stipulated in the package that the Client initially agreed upon.
  - 7.3 No furniture, fixtures or fittings may be removed from the Chapel without prior consent.
  - 7.4 So as not to endanger the abundant bird life present on the Medley House premises only Biodegradable Confetti is allowed e.g.: rose petals, dried petals, bubbles.
8. **Music**
- 8.1 Due to the nature and quality of the sound and lighting equipment, Medley House makes use of an in-house DJ only and no external DJ's are allowed at Medley House.
  - 8.2 One microphone is allocated to each function.
  - 8.3 Third party live musicians and entertainers are allowed to perform at Medley house, and they must supply their own full range of equipment both in the Chapel and in the Venue.
  - 8.4 In such cases Medley House takes no responsibility for the quality or reliability of such musicians or their equipment.
  - 8.5 It is the Clients sole responsibility to provide the in house DJ with any music that they wish to have as part of their wedding proceedings on a virus free memory stick.
  - 8.6 Music must be supplied at least 7 days prior to your wedding day so that it may be tested.
  - 8.7 If the music you have supplied to Medley house is of bad quality, we may insist on a better quality recording. If a better quality recording is not provided, Medley House may refuse to play that particular song.
9. **Food Service and Menus**
- 9.1 Clients are allowed to custom pick their menu items from a wide variety of dishes according to their food preferences.
  - 9.2 Certain dishes on the Menus are subject to change according to seasonal availability.
  - 9.3 Medley House reserve the right to substitute such dishes where necessary.
  - 9.4 NO food or beverages may be brought onto the premises for consumption without prior written consent from Medley House Management.
  - 9.5 Medley House kitchen will not be used for storage of food items/cakes or flowers. It is the Client's responsibility to ensure that your suppliers are aware of and adhere to this arrangement.
  - 9.6 Should the actual number of guests fall below that of the guaranteed minimum, charges will be based on the guaranteed minimum, and not the actual amount of guests. However, should the actual number of persons exceed that of the guaranteed number given, charges will then be based on the actual number.
  - 9.7 Once 'Finals' have been agreed upon, any changes must be given in writing at least 7 days prior to the function.
  - 9.8 Specialised dietary requirements such as Vegetarian, Halaal and Kosher can be catered for, but may carry a surcharge depending on the needs of your guests. Medley House will not take any responsibility for non-delivery or wrong delivery of such meals.
  - 9.9 It is the Client's responsibility to communicate such requirements to Medley House at least 14 days prior to the function.
  - 9.10 Should special requirements not be requested in advance, Medley House will not be obliged to cater in any way or manner for these guests.
  - 9.11 All entertainers, photographers and videographers meals should be included in the guaranteed number and will be charged accordingly.

- 9.12 The Buffet will be displayed for a maximum of 2 hours only after the confirmed time of main course and no 'takeaways' will be provided.
- 9.13 One waiter will be provided for every two tables or every 20 guests.
- 9.14 Food for children 0 – 3 years will not be charged for.
- 9.15 Food for children 4 – 9 years will be charged at half price.

#### 10. Outside Catering:

- 10.1 No outside caterers are allowed at Medley House without written consent, except in the case of Halaal and Kosher.
- 10.2 Should written consent be given by Medley House to make use of outside caterers, a surcharge of R100.00 per person will be applicable.
- 10.3 This surcharge will not include waiters, kitchen facilities or any food or beverages.
- 10.4 Medley House staff will not be used as function coordinators in the case of outside catering.
- 10.5 All outside caterers will be responsible for supplying and setting up of their own kitchen facilities, and cleaning of any area that they have utilized.
- 10.6 Should clean up not be done to the required standard, Medley House reserves the right to deduct cleaning costs from the Client's deposit refund.

#### 11. Beverage and Bar Service:

- 11.1 Non Alcoholic welcome drinks are included in the package price. Should an alcoholic option be required there will be an additional charge.
- 11.2 One bottle of J C Le Roux or similar sparkling wine per table is included in the package price and is available in alcoholic or non-alcoholic options.
- 11.3 All other beverages, mineral waters, soft drinks and juices are not included in the package
- 11.4 Specific wine and champagne requirements are available upon request and all orders must be made in writing 14 days prior to the function.
- 11.5 Medley House operates fully licensed and stocked bar facilities, however, should Medley House not be able to provide the Clients preferred choice of wine, sparkling wine or champagne the Client may bring in their own, however, a corkage of R30.00 per bottle (excluding VAT) will be charged and is payable in advance.
- 11.6 Medley House operates fully stocked bar facilities and can operate either on a cash basis or on an open bar basis as per limit stipulated by the Client.
- 11.7 Any outstanding bar accounts are to be paid at the end of the function.
- 11.8 The Client will be responsible for any accounts not paid for by guests and such amounts may be deducted from the breakage deposit.
- 11.9 Bar attendants are compulsory for both alcoholic and non-alcoholic functions.
- 11.10 Bar and beverage prices are subject to change due to availability and vintage without prior notification.
- 11.11 Alcohol will not be served to persons under the age of 18 and Medley House staff reserve the right to ask for identification from persons whom they may reasonably deem to be under the age of 18.
- 11.12 Medley House is a licensed premises and NO alcohol may be consumed unless bought and paid for at our bar, subject to clause 11.5.
- 11.13 Medley House reserves the right to close the bar, without prior notice at any time, and for any reason that may be deemed as harmful to the property, guests and staff.
- 11.14 All Clients and their guests, who consume alcohol out of their cars, handbags and rooms, will be charged to the account of the Client. Medley House will as far as possible identify table numbers, room numbers or car registration numbers, however will not get involved in any disputes with the guilty parties. The Client will be notified and should the situation not immediately be resolved to the absolute satisfaction of Medley House a penalty costs to the amount of R3500.00 will occur.
- 11.15 Should the Client decide upon an open bar, the limit is payable 7 days before the function.
- 11.16 Any increments over and above the arranged amount of the bar bill, must be paid for by cash or card prior to drinks being dispensed.

#### 12. Not Allowed:

- 12.1 No Lanterns may be released into the sky.
- 12.2 No Fireworks or Sparklers.
- 12.3 No paper or plastic confetti or streamers of any nature may be used.
- 12.4 No pets will be allowed onto the Medley House premises without prior written consent from Management of Medley House.
- 12.5 No Rose petals may be thrown on the carpets, linen or furniture in any of the guest lodge suites.
- 12.6 No ball games are allowed due to the nature of our gardens.
- 12.7 No form of open fire torches or candles are allowed anywhere whatsoever on the premises. This excludes approved centrepiece candles which may not be removed from the tables.

#### 13. Smoking Policy:

- 13.1 Smoking is prohibited in all public areas as per Section 2(1)(a) of the Tobacco Products Control Act 83 of 1993.

#### 14. Medley House Guest Lodge:

- 14.1 All accommodation is subject to the Terms and Conditions of Medley house Guest Lodge.
- 14.2 The Bridal/ Honeymoon suite is explicitly for the use of the Bride and her bridesmaids for the day of the wedding, not exceeding three additional people.
- 14.3 In the event of a morning wedding a normal overnight room will have to be booked should the Bride wish to get ready at Medley House.
- 14.4 No furniture or fixtures may be moved or removed from the rooms – a hefty penalty will be charged.
- 14.5 Medley House takes no responsibility for any loss or damage which may occur during your stay at Medley House.
- 14.6 The usage of the suites may not be transferred to another person/s or guest/s.
- 14.7 Should the bridal couple choose not to make use of all the facilities included in their package, the right to use such facilities will be forfeited.
- 14.8 The Honeymoon suite sleeps strictly two people. In case of the bridal party sleeping over the night prior to the wedding, no extra beds or sleeping arrangement will be made and the standard accommodation rates will apply.
- 14.9 Medley House cannot guarantee availability of specific suites; however, we will ensure that the Client is accommodated in a similar suite as stipulated in your chosen package.
- 14.10 Additional rooms are available for all additional family members and friends.

#### 15. External Suppliers, Third Parties and Equipment:

- 15.1 Third party suppliers may have access to the venue only at times stipulated and arranged at least 2 days in advance with Medley House Management.
- 15.2 The Client should inform third party suppliers that Medley house closes at 16h00 daily and therefore should plan their set up times accordingly.
- 15.3 Medley House accepts no responsibility for poor service deliverance, actions and/or opinions of any external suppliers.
- 15.4 Suppliers will be responsible for the complete removal of any and all waste and spillage from their work area and the property.
- 15.5 They may not use the venues or chapel for preparation purposes.
- 15.6 Suppliers need to come with the all the necessary tools and equipment required to complete their tasks. Medley House will not be supplying extension cords, any power adaptors/ two point plugs, scissors, steamers/ irons, etc.

- 15.7 Suppliers should bring their own staff to assist and carry as Medley House cannot provide any staff to assist.
- 15.8 Medley House appoints staff, waiters and cleaners to perform very specific tasks to be achieved by specific deadlines. Such staff report directly to Medley House management and as such your third party suppliers, such as wedding planner, photographer, florist, décor supplier, etc. may not utilise Medley House staff and must arrange their own staff.
- 15.9 No staplers, screws, nails, glue, prestic, etc. may be used to attach decorations, place cards, labels, decorative materials and the like to or on any space, including the walls, roof or furniture, except with the express consent of Medley House.  
Fire and emergency exits may not be blocked under any circumstances.
- 15.10 Removal or rearrangement of any furniture, fixtures or other items from the function space or property is not permitted.
- 15.11 Only extension cords without joins will be allowed.
- 15.12 Fire retardant spray needs to be applied to any additional draping supplied by third party. Such to be done to the required standard and in the presence of Medley House management.
- 15.13 Candle holders must be wide enough to prevent wax from dripping onto Medley House linen and napkins. Medley House reserves the right, without notice to remove or refuse to light any candles, should such precaution not be taken.
- 15.14 All items, equipment and decor brought in by outside suppliers and by the Client need to be removed from the property on the day of the wedding.
- 15.15 Should decor or equipment not have been removed, Medley House does not accept responsibility for any damage, loss or theft, even if such equipment is moved by Medley House staff.
- 15.16 Should third party suppliers require access to the venue to break down décor and equipment supplied by them, they will be permitted to do so only at times pre-arranged with Medley House at least 14 days prior to the function.
- 15.17 Should you or your suppliers not be in a position to remove décor and/or equipment on the day of the wedding, our best efforts will be made to allow you to collect such items on the following Monday before 12h00. This arrangement is, however dependent on venue availability.
- 15.18 No items may be removed on a Sunday (not even if you are staying in the guest lodge as Medley House may be closed or may have a Sunday function).

**16. Loss and Damage:**

- 16.1 Neither Medley House nor its agents or employees shall be liable for any damages or loss which may be caused to any of the goods of the clients, their suppliers or guests brought onto the premises for whatever reason, nor for any injury or loss of life of the client or their guests howsoever caused. The client further indemnifies and holds harmless Medley House against any claims that may be made against the Company by any third party relating to the provisions of this clause. 5
- 16.2 Parents and other adults alike must take extreme note that Medley House has many water features and there are open ponds and swimming pools for the convenience of the guests. Medley house takes absolutely NO responsibility for guests, children or adults misbehaviour and reserves the right to ask guests to leave the premises should for any reason their behaviour be deemed to be unsafe or harmful to the property, guests or staff.
- 16.3 Non-compliance with any of Medley House Terms and Conditions may result in forfeiture of breakage deposit. If no response is given to warnings Medley House reserves the right to stop the function.
- 16.4 A breakage deposit of R1 500 (One thousand five hundred rand) is payable and will be refunded to the Client within 30 days after the wedding date. Breakages, theft candle burns, wax or damages of any nature will be deducted from the breakage deposit.
- 16.5 Should any damages occur to the venue, buildings and surroundings, furniture, utensils, carpets and equipment, gardens, décor, or linen during the function, the client shall be held responsible and billed accordingly.
- 16.6 Medley House will not be held liable for interruptions of services (water, electricity, sanitation) although a generator is always on standby.
- 16.7 Medley House will not be held liable and reserves the right to cancel and/or postpone any booking or transaction forthwith, notwithstanding any other remedy which it may have against the Client, for any failure to fulfil its obligations in terms hereof due to damage to, or destruction of the Venue, including but not limited to acts of God, fire, war or warlike acts, civil insurrection, government interference or restrictions, industrial action or unrest, non-completion of construction and refurbishment work by outside contractors, workers or agents, or any other circumstances entirely beyond the control of Medley House. Medley house 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.

**SIGNED DECLARATION OF TERMS AND CONDITIONS CONTRACT**

*I hereby declare that I have read all the above Terms and Conditions, as well as the payment procedures. I understand fully and will abide by the rules of this contract set out by Medley House and hereto bind myself in my personal capacity as surety for all moneys owing, all damages to the allocated buildings and surroundings, venue, furniture, utensils, carpets and equipment thereof. I also acknowledge that prices are subject to change due to yearly increases.*

**Bride - Name:** .....

**Function Date:** .....

**Bride - Signature:** .....

**Date Signed:** .....

**Groom - Name:** .....

**Signed for Medley House:**

**Groom - Signature:** .....

