

Tramonto Boutique Hotel
40 Uranus Crescent
Newcastle
2940

Tel no: 034 3181 048
Fax no: 034 3183 537
bookings@tramonto.co.za

Dear

We would like to thank you for choosing Tramonto for your upcoming event.

Kindly complete, sign and initial each page of the contract at your earliest convenience and send by return fax to 034 3183 537 or email events@tramonto.co.za in order to secure your booking. Deposit payments, as stated on Tramonto Events Proposal can be paid into the following bank account:

Tramonto Boutique Hotel Banking Details:

Account name: Tramonto boutique hotel
Bank: ABSA
Branch: Newcastle
Branch code: 632005
Account number: 4078163591
Ref: Advance Deposit and date of function

Person responsible for payment:

Name:
Tel:
Fax:
Cell:
Email:
ID/Passport:

Credit Card Details

Credit Card Nr:
Expiry Date:
CVV Nr:
Card Holders Name:

We are looking forward to hosting your function.
Feel free to contact me direct for any further assistance.

Kind regards

Raymond Klopper
Food & Beverage Manager & Events Manager
Email: events@tramonto.co.za
Tel: 034 318 1048

GENERAL TERMS & CONDITIONS – FUNCTIONS

IMPORTANT NOTICE

In terms of section 49 of Consumer Protection Act, 2008 (Act 68 of 2008) THE CLIENT'S attention is drawn to the following clauses in the Terms & Conditions agreement that contains a limitation of th risk or liability of TRAMONTO, or constitutes an assumption of risk or liability by THE CLIENT; or an indemnification of TRAMONTO:

- Clause 2 regulating THE CLIENT'S cancellation of the venue and TRAMONTO reserved right to cancel any booking
- Clause 4 regulating THE CLIENT'S liability to pay for damages to the property of TRAMONTO
- Clauses 7 and 11 regulating the limitation of liability of TRAMONTO for interruption of services.

DETAILS OF THE CLIENT:

If THE CLIENT is a private individual:

FULL NAMES:

RESIDENTIAL ADDRESS:

.....

POSTAL ADDRESS:

TEL. WORK **HOME** **CELL**

E-MAIL ADDRESS **FAX**

If THE CLIENT is a business, company or CC:

FULL TRADING NAME:

REGISTRATION NUMBER:

PHYSICAL ADDRESS:

.....

POSTAL ADDRESS:

VAT NUMBER:

TEL. WORK **FAX**

E-MAIL ADDRESS

1. AGREEMENT

The quotation submitted by TRAMONTO as well as these Terms and Conditions shall form the contract between TRAMONTO and THE CLIENT and the basis for the relationship between the parties.

2. PAYMENT OF DEPOSIT

THE CLIENT will be required to pay a deposit as stipulated in the quotation to which these Terms and Conditions are annexed. Should the deposit not be paid, no agreement will come into effect between the parties. The deposit must be paid on a date stipulated on the quotation. The deposit is paid to secure the booking of THE CLIENT.

3. CANCELLATION

- 3.1 Should THE CLIENT cancel the booking the whole deposit paid by the client will be forfeited as an agreed cancellation fee.
- 3.2 TRAMONTO, reserves the right to cancel any booking forthwith and without liability on its behalf in the event of any damages, or destruction of the venue by fire, shortage of labour, strikes, industrial unrest or any other cause beyond the control of TRAMONTO in which THE CLIENT shall be refunded with all payments made.

4. BREAKAGES AND DAMAGES

A refundable damage deposit of R2000.00 is payable. TRAMONTO agrees to pay this back within two weeks after the event has been held and inspection was done for any potential damage to the property. Damage may include stains on curtains or breakage of crockery but excludes normal cleaning.

5. DÉCOR AND PROPS

The manner, in which THE CLIENT wishes to decorate the venue, needs to be discussed beforehand with management. THE CLIENT is responsible for the guest seating plans, guest list boards and menus on the table. The use of paper/plastic confetti and live animals is not permitted. Décor and props must be removed from the venue at the end of your function. Candles must be adequately covered and protected to prevent running of wax onto the linen. Linen stained with wax will be charged to THE CLIENT'S account as per Annexure "A".

6. LOGISTICAL PLANS

TRAMONTO Boutique Hotel must review and approve all proposed logistical plans for the use of the premise a minimum of fourteen days prior to the event.

7. BAR SERVICE

The bars at **TRAMONTO** are fully licensed. We require our clients to brief us regarding their bar requirements. Corkage payable on specified wines. See attached quotation. Any special requirements regarding bar facilities needs to be done. Prices are subject to availability and change without prior notice. No liquor may be brought onto the premises. **TRAMONTO** have the authority to search all vehicles entering the premises and any liquor found will be confiscated and returned to **THE CLIENT** or its guests at the end of the function. No consumption of liquor will be allowed outside the buildings. **IMPORTANT:** No liquor will be served to any person under the legal drinking age of eighteen. No liquor may be brought for any person under the legal drinking age of eighteen.

8. RISK, LOSS AND INDEMNITY

TRAMONTO shall not be held liable for interruptions of services (water, electricity, sanitary services and gas). Although every precaution will be taken to ensure the safeguarding of your personal belongings, **TRAMONTO** will not be liable for loss or damages to any property **THE CLIENT** or its guest. This includes décor, props, wedding gifts, valuables included. We strongly advise that all personal and valuable belongings be removed directly after your event. Should any of the buildings, surrounding gardens, décor or napery be damaged during setup or breakdown operations of the event, **THE CLIENT** shall be held liable for damages. **TRAMONTO** employees or any other person employed at any function will not be liable for loss or injury to persons due to negligence or any other cause whatsoever.

Last minute cancellations of outdoor site due to weather will not be considered for refunds.

9. EXTERNAL SUPPLIERS:

Please inform all the external suppliers (DJ, Photographer, decorations, florists, etc) that **TRAMONTO** do not take responsibility for any damage to or lost equipment. External suppliers must use own equipment and labour. Should our services be used a levy will be charged.

The DJ must supply his own equipment (sound system, extension cord, etc). **TRAMONTO** shall determine whether the music is too loud, on which the necessary action will be taken. **TRAMONTO** accepts no responsibility for the persons supplying music of any kind, for whatever reason, free or for payment, without the required license and **SAMBRO** registration requirements. Music levels must be turned down at 23:00 and completely turned off at 23:30.

10. OUR STAFF

By making use of TRAMONTO, you will accept all staff or any other person employed by the establishment as is. No discrimination will be tolerated against any staff member working at the particular function.

11. NO SLAUGHTERING OF ANIMALS

The slaughtering of animals is not permitted on the premises of TRAMONTO.

12. MOTOR VEHICLES HOOTERS

Hooting of motor vehicles on the venue is strictly prohibited and guests should be informed accordingly. Should this rule be transgressed, the deposit will be forfeited.

13. COURTESY PROTOCOL

TRAMONTO Boutique Hotel reserves the right to request any person or group of people acting unruly to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

14. DISCLAIMER

TRAMONTO area and its facilities are used entirely at your own risk and neither TRAMONTO, nor any of its subsidiaries, employees, agents, managers or directors shall be held liable for any form of physical injury or death to any person/s or any loss or damage to any property which may be caused by theft, fire or any other causes whatsoever as result of or in connection with the use of the facilities.

15. WHOLE AGREEMENT

I agree that this agreement constitutes the entire agreement between the parties and acknowledge that there are no other oral or written understandings or agreements between the parties relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

I, HEREBY ACKNOWLEDGE THAT I HAVE READ AND ACCEPTED THE ABOVE TERMS AND CONDITIONS AND WARRANT THAT THE PHYSICAL ADDRESS GIVEN FOR THE CLIENT IS ITS CHOSEN DOMICILIUM CITANDI ET EXECUTANDI FOR ALL ITS DEALINGS WITH TRAMONTO AND FOR THE PURPOSE OF ANY NOTICES TO BE ISSUED IN TERMS OF THIS AGREEMENT OR ANY ACTION WHICH TRAMONTO MAY WISH TO INSTITUTE AGAINST THE CLIENT.

.....
THE CLIENT (FULL NAMES)

.....
THE CLIENT (SIGNATURE)

.....
WITNESS (FULL NAMES)

.....
WITNESS (SIGNATURE)

DATED and SIGNED on this day of 20