

# Terms, Conditions and Indemnity

## 1. DEFINITIONS

- 1.1. "BAYETE" – Bayete Estate trading as A L MOXHAM, situated at Section 385JR, Hoekplaas, Ersamia, Centurion, inclusive of its owners and staff members;
- 1.2. "THE BRIDAL COUPLE" – The Bride, Groom or a person nominated by them;
- 1.3. "BAYETE VENUE PLANNER DOCUMENT" – Document setting out the details of the arrangements for the Chapel Venue to be made on behalf of the Bridal Couple;
- 1.4. "THE BAYETE VENUE PLANNER" – Person appointed by Bayete to facilitate the venue arrangements between the Bridal Couple and Bayete;
- 1.5. "DISK JOCKEY" – Person appointed by Bayete to facilitate the music;

## 2. BAYETE VENUE PLANNER SERVICE

### 2.1. Bayete Venue Planner Service consists of the following:

#### 2.1.1. Three Meetings consisting of:

- 2.1.1.1. A FIRST meeting during which the Bayete Venue Planner Document is completed by the Bayete Venue Planner – duration of meeting approximately 1 hour;
- 2.1.1.2. A SECOND meeting, as soon as the Bridal Couple is ready with all their own décor to build a complete mock table together with their appointed Décor Company or Décor Nominee/s. The Bridal Couple will be requested to take photographs of the finished table and forward them by electronic mail to the Bayete Venue Planner (In most instances cell phone photographs will suffice, but it remains in the Bayete Venue Planner's sole discretion to request alternative / additional photographs). These photographs will serve as the Bridal Couple's final decision regarding their table decor – duration of meeting approximately 1 hour;
- 2.1.1.3. A THIRD and final meeting – a week prior to the Wedding Date. External Suppliers are welcome to attend this meeting. A rehearsal, with your entourage, can also be done after this meeting should you wish to do so during which the attendance of the Bayete Venue Planner is not required. During this meeting, the Bayete Venue Planner Document will be revised, finalized and accepted at the final document, Table Layouts (floor plan) will be finalized – Duration of meeting approximately 1 hour;

- 2.1.2. Please note that only one point of reference / nominee will be dealt with on the wedding day. Instructions will, strictly, only be received by the Bayete Venue Planner, from either the Bridal Couple or their nominee for One Point of Reference.
- 2.1.3. Please note that any additional meetings required with the Bayete Venue Planner will be charged at R300.00 per hour;
- 2.1.4. Overseeing Venue Table Setting;
- 2.1.5. Assistance with Chapel Entry if arranged with Bayete;
- 2.1.6. Overseeing Kitchen;
- 2.1.7. Communication with the Bayete Venue Planner to be made via electronic mail ensuring documented communication.

### 2.2. Kindly take note of the following important arrangements:

- 2.2.1. The Bayete Venue planner will only be in attendance until wedding guests arrive in the venue;
- 2.2.2. After guests have taken up seating in the Venue, Bayete Managers on duty will resume the duties of overseeing the general Running of the Venue, Food and Bar service for the remainder of the evening;
- 2.2.3. Bridal Couple and their entourage to self-reliantly follow their time schedule. It is not the responsibility of the Bayete Venue Planner to ensure time schedules are followed;
- 2.2.4. Please advise the Bayete Venue Planner of any dietary requirements by no later than a month prior to your wedding date. In some instances, an additional fee to cater for such requests may be charged. Final guest numbers must be confirmed one calendar month prior to the date of the wedding for the purposes of final payment.
- 2.2.5. An additional fee will be charged if any other tables and chairs, other than the "NU DECO" furniture currently in the venue, is used;
- 2.2.6. Please advise the Bayete Venue Planner of any wishes for the stocking of particular brands of alcohol or quantities;
- 2.2.7. Time limits are as set below in this document. Should you wish to alter any of these time limits, please do so by no later than a month prior to your wedding date with the Bayete Venue Planner in order to be noted in writing in your Bayete Venue Planner Document.

## 3. BAYETE'S INVOLVEMENT

- 3.1. House Keeping preparation of Venue;
- 3.2. Table Setting with Crockery and Glasses. Bayete is not responsible for the placement of any décor or flowers whatsoever;
- 3.3. The Venue will be ready at a pre-arranged time agreed to by Bayete and the Bridal Couple a month prior to the wedding date for Suppliers or Nominees attending to the placement of décor / flowers etc;
- 3.4. Providing a Podium with a reading light for Speakers;
- 3.5. Providing Disk Jockey for Eight Hours. Providing Disk Jockey with a Table and Power Point;
- 3.6. Providing Photographer for Eight Hours. Four Hundred Photographs on Disk;
- 3.7. Waiters and Bar Staff;
- 3.8. Setting up of Bar – Strictly only open from after the chapel service until 24h00. The Bayete Bar is strictly Self Service. Card facilities are available;
- 3.9. House Keeping preparation of Chapel;
- 3.10. House Keeping preparation of Pool Area. The pool area will be closed, Pool Net secured and Jacuzzi's emptied without exception, once guests enter the Venue. The pool area is strictly not available to any person after such closure of the pool due to safety reasons;
- 3.11. Placement and serving of Welcome Refreshments - Sherry, Fruit Juice, Cheese and Crackers;
- 3.12. Supplying eighty Wedding Cupcakes and Cake Table with cutting utensils. Bayete will assist, if required, with the cutting of the cake. Bayete do not accept any responsibility for cake décor or cutting utensils brought in by the Bridal Couple;



- 3.13. Serving of Three Course Main Meal as per your selection with two jugs Fruit Juice per Table and two Bayete Label Sparkling Wine per table;
- 3.14. Our coffee station in the venue is available from after dinner until 22h00. Jacobs Instant Coffee, Five Roses Black Tea and Five Roses Rooi Bos Tea are available;
- 3.15. Buffet Dinner serving station will be cleared of all food, two hours after opening for serving;
- 3.16. No takeaway of food is allowed;
- 3.17. Clearing of Venue;
- 3.18. The Venue is available until 24h00. No exceptions, nor any changes to the set times. Last rounds will be called at 23h30.
- 3.19. A Generator, able to provide power to the Estate, is on standby should any power failures occur. However, should the machinery fail due to any technical error, beyond the control of Bayete, responsibility will not be accepted by Bayete. Should Bayete not be able to host your wedding due to any act of God, Riot, Protest or Civil Commotion, a full refund of monies received will be paid by Bayete.

#### **4. YOUR / SUPPLIER / NOMINEE INVOLVEMENT**

- 4.1 Bayete will not take responsibility for the following:
  - 4.1.1. Direction Indicators - this remains the responsibility of the Bridal Couple. Thought should be given to incorporate directions on your wedding invitations, the name and contact details of a nominee who could assist with directions on the day of the wedding;
  - 4.1.2. Marriage Officer;
  - 4.1.3. Master of Ceremony;
  - 4.1.4. Speakers for Toasts and Speeches;
  - 4.1.5. Hair Stylist and Make Up Artist;
  - 4.1.6. Placement of any cake decoration;
  - 4.1.7. Cake cutting utensils should your own be preferred;
  - 4.1.8. Flowers, Confetti, Candles. Flowers are to be done off site, not on Bayete premises;
  - 4.1.9. Table Plan;
  - 4.1.10. Place Name Placement;
  - 4.1.11. Thank You Gifts;
  - 4.1.12. Décor: Placement of Centre Pieces, Table Stand, Vases, LED or Fairy Light, Menu's, Order of Event Leaflets, Table Names/Numbers, Reserved Signs;
  - 4.1.13. Fancy Folding of Serviettes / Serviette Inserts / Chair Tie Backs;
  - 4.1.14. Chair Décor / Tie Back Inserts;
  - 4.1.15. Draping;
  - 4.1.16. Draping of Nu-deco Sky Canopies;
- 4.2. Please ensure that all personal belongings and décor brought in, is removed the same evening or **by no later than 8am the following morning. Bayete will not accept ANY RESPONSIBILITY for items left behind or lost by any person whatsoever**
- 4.3. **Please ensure that enough time is allowed for placement of décor;**
- 4.4. All suppliers to be done and cleared out of the venue **ONE HOUR PRIOR TO COMMENCEMENT OF THE CHAPEL SERVICE. THIS IS EXTREMELY IMPORTANT AS IT IS A BAD REFLECTION SHOULD THE SETUP NOT BE COMPLETE ONCE GUESTS ARRIVE;**
- 4.5. Suppliers to supply their own refuse bags. Bayete is not responsible for any cleaning where work has been done by Suppliers. Should such cleaning be required by Bayete, a charge will be levied;
- 4.6. Should Suppliers wish to, orders may be placed for light meals, coffee, tea or juice for their own account to be settled upon ordering;
- 4.7. **AN IMPORTANT NOTE FOR YOUR SUPPLIERS:** Suppliers should not ask for assistance from our staff as they are committed to their own duties and work according to a time schedule on the day of your Wedding. All Bayete Staff are allocated to specific areas with very specific duties to perform within a time frame. Suppliers are requested to refrain from disrupting staff from their duties or giving them personal or unplanned instructions. Distracting staff from their duties, may result in the inability to meet deadlines and hindering us from providing you with the perfect day. Should assistance be required, conferring with the Bayete Venue Planner or the Manager on Duty (not Junior Staff) is essential;

#### **5. BAYETE ESTATE RULES:**

- 5.1. **Confetti.** Only biodegradable confetti allowed on the Estate;
- 5.2. **Music and Noise** will be kept at a reasonable level at all times. We are as reasonable as any other venue with regard to the level of sound. Base settings on music systems will be required to be set at a low setting. Should any noise levels exceed the normal acceptable level, we reserve the right to request the lowering of such noise levels. It will remain the responsibility of the Wedding Couple to communicate and confirm preferred music and time schedules with the in-house Bayete Disk Jockey. The in-house Bayete Disk Jockey will not accept any instruction from any other person but the Bridal Couple or their nominee. No hooting or playing of personal music systems in parking lots or anywhere else on the Estate. Please consider your fellow guests when retiring to bed.
- 5.3. **Right of Admission Reserved.** Please familiarise yourself with, and point out to your guests, The Rights of Admission sign, clearly visible / located on the premises between entry to the pool area and entry to the Venue;
- 5.4. **The gardens** are beautiful and very a very welcoming area to wonder around or play in, we are located in the country which is home to many insects and reptiles. We urge you to remain on paved areas and where possible, within lit areas at night. Climbing of trees and rocks is a serious safety hazard – this will not be tolerated. Children are to be supervised by parents at all times. Please also note that our pathways are cobbled and uneven – please tread carefully. The same applies to areas cemented or tiled. These areas should be considered slippery at all times, even when dry;
- 5.5. **The Pool Area.** Access to the pool area will be denied to all Guests in attendance immediately after Guests move into the Venue for SAFETY REASONS. The pool net will be placed, and Jacuzzi's emptied without exception. No smoking, swimming, glass, food or alcohol will be permitted in or around the swimming pool area after entry into the venue. **NO CHILDREN WILL BE ALLOWED IN OR AROUND THE POOL AREA WITHOUT PARENTAL SUPERVISION – NO EXCEPTIONS. THIS IS A VERY STRICT SAFETY MEASURE AND URGENT REQUEST. PLEASE HELP US KEEP YOUR CHILDREN SAFE!**



- 5.6. **Smoking / Fire.** Smoking is only allowed in our smoking area which is at the Square, conveniently located between the Chapel and Venue. Ashtrays are supplied – flicking of cigarette buds around our gardens are seriously frowned upon. No smoking is allowed in any of our accommodation. Please note that the cabins, being fabricated from wood and our buildings thatched, is an exceptionally high fire risk. Our log cabins and thatched areas should be regarded with utmost respect at all times when handling any form of fire. Fires can result in death. No fires are allowed to be lit anywhere on the Estate without Management supervision. No fireworks or Chinese Lanterns allowed to be set off;
- 5.7. **Alcohol.** No private alcohol may be brought onto the Estate. Bayete reserves the right to instruct any person, who becomes abusive, disruptive, destructive or unruly in any way whatsoever, to leave the Estate without any further to do;
- 5.8. **Bayete Staff** are friendly and helpful. Please treat Bayete Staff with the same respect as expected for yourself;
- 5.9. **Time limits** are as set out below. Should you wish to alter any of the times, please do so by no later than a month prior to your wedding date with you Bayete Venue Planner in order for the change in times to be noted in writing on the Bayete Venue Planner Document. No discussions with regard to time changes will be entered into on the day of your function. **Please inform your guests accordingly:**  
**Chapel:** Available for your ceremony for an hour, between 11h00 and 18h00 on the day of your wedding;  
**Venue:** Available for your celebration from 11h00 until 24h00 on the day of your wedding. No exceptions, nor any changes to the set times. Last rounds for drinks will called at 23h30
- 5.10. **Accommodation:** Each unit strictly sleeps 2 guests only. Includes breakfast for two guests the following morning.  
 1 x Bridal Dressing Room which can also be used as Honeymoon Suite – R1,200.00 per night  
 - Check in time for Bridal Suite – Early check in time for your convenience 10h00  
 - Check out time for Bridal Suite – Standard International Check Out Time 09h00  
 10 x Log Cabins – R1,000.00 per night  
 - Check in time for Cabins – Strictly no earlier than Standard International Check in Time - 14h00  
 - Check out time for Cabins – Strictly by no later than Standard International Check Out Time - 09h00
- 5.11. **Breakage Deposit** of R1,000.00 is required. Should no losses occur, the deposit will be remitted in full, 7 calendar days from date of Wedding. Should any losses occur, such losses will be itemized and the related amount deducted from the paid deposit without prior debate or consent.  
 Any Breakages / Losses of Cutlery or Crockery by Guests are charged at R20 per item  
 Linen burnt, are discarded and charged (each) at the following price:  
 Damask Table Cloth – R300.00;  
 Chair Cover – R100.00;  
 Chair Tie Back – R30.00;  
 Overlay – R50.00;  
 Serviette – R30.00;
- 5.12. **Payment.** In order to confirm and book a date for your wedding, a 10% (of the total cost) **NON REFUNDABLE DEPOSIT** is required. Payment of balance outstanding is payable **BY NO LATER THAN 1 CALENDAR MONTH PRIOR TO THE DATE OF YOUR WEDDING / FUNCTION.** Please note that suppliers and children are counted in your guest count .

**6. INDEMNIFICATION:**

- 6.1. The Bridal Couple acknowledges that the activities associated with the provision of the Services are potentially dangerous, and in consequence thereof agrees and undertakes that:
- 6.1.1. The Bridal Couple's guests and / or suppliers shall enter the property at their own risk / or at the risk of the Bridal Couple;
- 6.1.2. The Bridal Couple shall accept all risks associated with the continual presence at the premises and of its guests at the premises and facilities of Bayete or from their participation of any of the activities conducted at the premises from time to time;
- 6.1.3. Bayete, its owners, employees, contractors, operators, representatives, agents or their successors ("the Indemnified Persons") shall be excluded from any liability, whether arising out of any strict liability, statute or otherwise, and whether caused by the negligence or gross negligence on the part of the Indemnified Persons or any other person, arising from or in connection with any acts or omissions by any of the Indemnified Persons which causes or results in any claims, damages, injuries, losses to the Service Provider and/or to its Staff;
- 6.1.4. The Bridal Couple shall hold each and all of the Indemnified Persons harmless against all claims, damages, injuries, losses, expenses (including all legal costs on an attorney and own client scale) and liabilities arising out of or in any way connected to Bayete, or the presence thereof from time to time of any of its guests or suppliers, or the activities conducted thereon by such guests or suppliers.

THUS SIGNED AT .....ON THIS ..... DAY OF .....20....

GROOM NAME ..... GROOM IDENTITY NUMBER: .....

GROOM SIGNATURE .....

BRIDE NAME ..... BRIDE IDENTITY NUMBER .....

BRIDE SIGNATURE .....

BAYETE REPRESENTATIVES NAME ..... IDENTITY NUMBER .....

BAYETE SIGNATURE .....