



MEa CULPA TERMS & CONDITIONS

This agreement is entered into by MEa CULPA and you, THE CLIENT, of which the parties' duties and obligations are set out in the following terms and conditions. This agreement is legally binding and enforceable in terms of South African Law.

CONFIRMATION OF BOOKING

- 1.1 MEa CULPA will reserve the date requested by the client on payment based on a non-refundable booking fee of 50% venue hire .
- 1.2 This contract will come into operation upon receipt of the booking fee .
- 1.3 Should the CLIENT pay the deposit; it will automatically be accepted as the CLIENT's full acknowledge and acceptance of the terms and conditions as set out in this document.

PAYMENT TERMS

- 2.1 The final outstanding invoiced amount/balance and any additional costs must be paid in full before the event.
- 2.2 Should the CLIENT decide on an open bar, the full limit is payable 14 days prior to the function. Any increments over and above the limit, must be paid for by cash or card prior to drinks being further dispensed.
- 2.3 MEa CULPA does not accept any cheque payments.
- 2.4 The CLIENT is advised when making the booking, that credit card payments will attract a 6% credit card administration charge.
- 2.5 MEa CULPA reserves the right to cancel any bookings without notice and/or liability to the CLIENT, if the CLIENT does not adhere to the payment dates.

FINAL ARRANGEMENTS

3. A final meeting is required to confirm function procedures, menu and bar requirements, as well as final guest count at least 14 days prior to the event.

POSTPONEMENTS AND CANCELLATION

- 4.1 MEa CULPA reserves the right to cancel this agreement at any time during the planning of this event in the following instances :
 - 4.1.1 A conflict of interest arises between the parties,
 - 4.1.2 MEa CULPA is unable to perform its duties due to any damage to the venue premises by fire, flooding, riot causing a shortage of labour, strikes that affect the direct safety of the CLIENT or MEa CULPA staff, industrial or political unrest on a mass scale, or any such causes beyond the control of MEa CULPA.
 - 4.1.3 Failure to complete payment
- 4.2 Should the CLIENT cancel the event no refunds will be forthcoming ,as booking fees are strictly non-refundable .

4.3 If cancellation occurs within 14 days prior or more, any catering or bar expenses incurred are subject to a discretionary refund.

VENUE RENTING HOURS

5.1 Venue Hire will start from 09h00 on the day of the CLIENT's function and will conclude at 24h00 on the night of the function. However, Sunday functions will conclude at 22h00.

5.2 Large events will be given a grace period for setting up and disassembling/clean-up of their equipment and props prior/after their event.

5.3 Should the CLIENT wish to extend the function hours, a charge of R2000 per hour will be charged.

FOOD AND BEVERAGES

6.1 Should actual numbers fall below that of the guaranteed minimum, charges would be based on the guaranteed number.

6.2 Should the actual number of persons exceeds that of guaranteed number given, billing will then be increased to the actual number.

6.3 Any changes to the menu and guest count must be given in writing 7 days prior to the function date.

6.4 SUPPLIERS e.g. DJ, priests etc must be catered for in the guest count. This must be arranged by the client directly

6.5 No food or beverages may be brought onto the premises for consumption without prior written consent from MEA CULPA management.

SPECIAL CATERING

7.1 External caterers will be permitted based on an assessment and consent be given by MEA CULPA, a surcharge of 10% of the caterers cost will be applicable.

7.2 Any external caterer must be HACCP and COA accredited.

7.3 MEA CULPA requires meeting the caterers before the wedding/function to ensure a smooth event.

7.4 MEA CULPA staff will not be used as coordinators in the case of outside catering.

7.5 All outside caterers will be responsible for end to end process from setting to clear up .

BAR FACILITIES

8.1 MEA CULPA is a fully licensed venue and will meet the CLIENT's beverage requirements for the event/function.

8.2 The bar will be managed by MEA CULPA staff only and will not be outsourced to the CLIENT or any other party.

8.3 The bar accepts cash or card, unless otherwise arranged by the CLIENT and MEA CULPA.

8.4 Open bar will be according to clause 2.2 above.

8.5 Should clients require any special wines/ /hard liquor/spirits or other drinks that are not stocked by MEA CULPA, that the CLIENT wishes to bring in, this must be discussed with MEA CULPA before the event. A corkage fee of R75.00 per bottle will be levied on all wines, sparkling wine and MCC/Champagne brought onto, or consumed on the premises. All bottles must be presented ahead of the event .

FLOWERS AND DÉCOR

9.1 MEA CULPA will not be responsible for any arrangements with any service providers of the CLIENT. The CLIENT must arrange all décor, flowers and other suppliers. MEA CULPA staff is not responsible for the set-up of any décor, flowers etc. MEA CULPA will not take responsibility for the checking-in and collection of any flowers and décor, chairs etc

- 9.2 No set-up will be permitted the day prior to a wedding, unless there is no event the previous day and consent has been given.
- 9.3 SUPPLIERS need to come equipped with the all the necessary tools to complete their tasks. MEA CULPA will not be supplying: extension cords, any power adaptors/two-point plugs, scissors, steamers/irons, etc.
- 9.4 MEA CULPA, their staff and owners will accept no responsibility for any loss or damage to any flowers, décor or furniture.

PHOTOGRAPHY

- 10.1 No furniture or décor items including paintings, clocks, mirrors etc may be moved or removed.
- 10.2 All private areas (staff only) will be off-limits to any photographer. In addition , staff will not be able to assist photographers to accomplish their duties or performing their task as a photographer.

AV and SOUND

- 11.1 MEA CULPA does not provide sound , it is the responsibility of the CLIENT . However MEA CULPA reserves the right to regulate the volume of music during the wedding/event.
- 11.2 Cut-off time will be at 24h00, except Sundays at 22h00. Events that end later than 24h00 will be charged at a surplus of R2000 per hour .

Please note : MEA CULPA will need to react to any public regulations that supersedes these hours

- 11.3 All speakers must always face into the venue and all cables should be taped down.
- 11.4 Music should be reduced by 50% for events that occur after midnight.
- 11.5 Should the DJ/musician/band not adhere to these rules, MEA CULPA reserves the full right to cut the power supply to the equipment and potential fine of R2000 added to the CLIENT's invoice.

DAMAGES / BREAKAGE

- 12.1 Clients are required to conduct themselves with decorum while at MEA Culpa
- 12.2 Any significant damage or breakages will be invoiced to the client post the event.
- 12.3 MEA CULPA will not be liable for and the CLIENT will not have any claim of whatsoever nature against MEA CULPA as a result of:
- 12.3.1 MEA CULPA not being able to provide services as a result of weather, fire or any other sudden unforeseeable event that may prevent it from fulfilling its obligations.
 - 12.3.2 Any loss or damage to personal belongings of the CLIENT and their GUESTS.
 - 12.3.3 Any loss or damage to any outsourced décor, linen, tablecloths etc.
 - 12.3.4 Any interruption of electricity, water supply and sanitary services. (MEA CULPA however has a generator on standby.)
 - 12.3.5 Any personal injury, death, illness etc. to the CLIENT and their GUESTS.
 - 12.3.6 Any damage, loss, cost or claim that the CLIENT may suffer or incur arising from any cancellation or termination for any reason contemplated in this agreement.
- 12.4 Any lost and found belongings of the CLIENT or GUESTS will be kept for 30 DAYS thereafter it will be disposed of.

SAFETY AND SECURITY

- 13.1 The CLIENT is obligated to comply with all existing safety and security procedures. No emergency equipment, exits, or safety signage should be covered, obstructed or interfered with in any way.

13.2 MEA CULPA will ensure the safety of your personal items and equipment to the extent in which may be reasonably expected of a venue but will not take responsibility for any damage or loss of any item or equipment.

13.3 The client , client's guest and suppliers are to remain in the designated areas for the event.

SMOKING

14.1 Smoking is not allowed inside the venue, any of the rooms, the reception hall and other closed areas in accordance with the Tobacco Act and Laws of South Africa. (A well-ventilated smoker's deck is provided)

14.2 The CLIENT will be responsible for the conduct of their GUESTS.

WHEELCHAIR ACCESS

15.1 MEA CULPA continues to strive to achieve full wheelchair access to guests and will endeavour to accommodate guests wherever possible. MEA CULPA however states that the venue is not 100% wheelchair friendly.

WEATHER

16.1 MEA CULPA will not be held liable by the CLIENT and the CLIENT will not have any claim of whatsoever nature against MEA CULPA as a result of MEA CULPA not being able to provide services as a result of weather, fire or any sudden unforeseen event that may prevent it from fulfilling its obligations.

16.2 The CLIENT is responsible for arranging insurance mitigating their loss.

ACCOMMODATION

17.1 The 2 bedroom on site apartment can be hired if available. It strictly sleeps 4 people. In case of the bridal party sleeping over the night prior to the wedding, no extra beds or sleeping arrangements will be made. Any damages will be charged to the event invoice.

17.2 MEA CULPA does not supply two-point plugs, multi plugs or extension leads – CLIENT, GUESTS and SUPPLIERS to bring their own.

17.3 No pets are allowed onto MEA CULPA premises.

GENERAL

18.1. The parties (CLIENT and MEA CULPA) acknowledge and agree that this agreement constitutes the whole of the agreement between both parties and is binding . Any changes to the terms and conditions will be binding only when recorded in writing and signed by both parties.

18.2 You agree that any notices MEA CULPA sends to you, the CLIENT, in terms of any agreement concluded between us, the parties, may be sent via email unless otherwise prescribed.