



MEACULPA TERMS & CONDITIONS

This agreement is entered into by MEACULPA and you, THE CLIENT, of which the parties' duties and obligations are set out in the following terms and conditions. The CLIENT and MEACULPA VENUE hereby acknowledge to have read, fully understood and accept the terms and conditions of this agreement and their intention is indicated by their mark made below. This agreement is legally binding and enforceable in terms of South African Law.

CONFIRMATION OF BOOKING

- 1.1 MEACULPA will provisionally reserve the date requested for a period of 14 days from receipt of a non-refundable payment of R1000 holding fee, where after 50 % of the venue fee needs to be paid by, or before day 14 to secure the date.
- 1.2 This contract will come into operation upon receipt of payment of the non-refundable booking fee of 50 % of the venue hire.
- 1.3 Should the booking fee not be received and accompanied by a bank certified proof of payment within 14 days, MEACULPA is under no obligation to either reserve the date or perform any other duties, as set out in this contract.
- 1.4 It is the duty of the CLIENT to ensure that a bank certified proof of payment is supplied to MEACULPA within the 14-day period as mentioned in 1.3 above.
- 1.5 Should the CLIENT pay the deposit; it will automatically be accepted as the CLIENT's full acknowledgement and acceptance of the terms and conditions as set out in this document.
- 1.6 No third party is allowed to change, add on, re-quote, adjust or manipulate in any way, the prices and rates, as well as the terms and conditions of MEACULPA.
- 1.7 To confirm a booking, a copy of the signed contract and a bank certified proof of payment must be mailed to MEACULPA (events@meaculpa.joburg). Name: Twiga Group Pty (Ltd) / Bank: Standard Bank / Acc. No: 252317262 / Branch code: 018105 Reference: As provided on the CLIENT invoice.

COSTS AND PAYMENT TERMS

- 2.1 All bookings will be confirmed and secured upon receipt of the non-refundable booking fee that is 50% of the venue hire in accordance to clause 1.2 above.

- 2.2 The final outstanding invoiced amount/balance and any additional costs must be paid in full at least 30 days before the event.
- 2.3 Please ensure to arrange a final meeting with our events manager to finalize the function procedures, final confirmation of the menu and bar requirements, as well as final guest count prior to the 30 days as per clause 2.3 above.
- 2.4 Children under the age of 12 years will be charged 50% of the agreed adult menu price and children under the age of 6 years will not be charged at all.
- 2.5 Suppliers are part of the guest count and the CLIENT will be charged accordingly.
- 2.6 Should the CLIENT decide on an open bar, the full limit is payable 14 days prior to the function. No bank cheques will be accepted. Any increments over and above the arrange amount of the bar bill, must be paid for by cash or card prior to drinks being dispensed.
- 2.7 MEA CULPA does not accept any cheque payments.
- 2.8 The CLIENT is to advise when making the booking, whether payment will be by way of credit card. A 6% credit card administration charge will be levied.
- 2.9 Payment due dates must be strictly adhered to, to avoid interest charges and/or cancellation of the booking.
- 2.10 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.
- 2.11 The final number of guests must be confirmed 30 days (1 calendar month) prior to the date of the function. (see 2.4)
- 2.12 If full payment is not received before the function date, MEA CULPA will not be able to host the function.

POSTPONEMENTS AND CANCELLATION

- 3.1 MEA CULPA reserves the right to cancel this agreement at any time during the planning of this event in the following instance:
 - 3.1.1 A conflict of interest arises between the parties,
 - 3.1.2 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.
- 3.2 In the event of the CLIENT postponing and/or changing the original booked event date and MEA CULPA is not available on the new date, the agreement will be cancelled, and the following conditions will apply:
 - 3.2.1 The CLIENT will be liable for all deposits if not already paid in full.
 - 3.2.2 The CLIENT will be liable for any additional costs incurred for rendered services that exceeded the deposit amount.

- 3.3 Should the CLIENT cancel the event within / less than 90 days of the event date, the full amount is due and payable.
- 3.4 Any cancellation of this agreement must be done in writing and all outstanding fees / deposits must be paid within 7 days of such cancellation notification.
- 3.5 All booking fees are strictly non-refundable as in point 1.2 above.
- 3.6. All refunds will be paid from a 30-day account.

AGENTS

- 4.1 Should the arrangements be made by an agent or coordinator on behalf of the client, these terms and conditions shall, whether or not the quotation is signed by both client and agent (or either one of them) be deemed to have been accepted by and shall be binding on client and agent, who shall both be jointly and severally liable. As sureties and co-principal debtors, for the proper performance by client of its obligations under these terms and conditions and for the payment of all costs and expenses arising from the event.
- 4.2 The agent shall at no stage be deemed to be the agent of MEA CULPA.
- 4.3 Payments of the costs and expenses by CLIENT to the agent shall not be deemed to be payment of the costs and expenses where the agent does not pay same to MEA CULPA. In such instances the CLIENT shall remain liable to MEA CULPA for the payment of all costs and expenses.
- 4.4 The CLIENT will be invoiced directly by MEA CULPA and will be responsible for the payment directly to MEA CULPA of all amounts due, owing and payable, provided that should the CLIENT fail and/or refuse to pay such amounts, MEA CULPA shall be entitled to claim from the Agent in terms of the surety-ship given by the agent in terms of clause

FINAL ARRANGEMENTS

- 5.1 All arrangements must be finalized and communicated to MEA CULPA at least 14 (fourteen) days prior to the commencement date of the event, failing which MEA CULPA shall be entitled, at its sole discretion, to make necessary arrangements on behalf of the CLIENT and/or agent, at the CLIENT and/or agents expense.

DAMAGES / BREAKAGE DEPOSIT

- 6.1 A breakage deposit that is equivalent to 20% of the venue hire is required from the CLIENT when booking MEA CULPA. The breakage deposit will be added to your venue hire cost and is refundable, should there be no breakages or damages.
- 6.2 The breakage deposit is in place to protect MEA CULPA from damages as, similar to, but not limited to:
 - 6.2.1 Permanent marks on walls, floors, linen, carpets etc.
 - 6.2.2 Damages to furniture by the CLIENT, their GUESTS or their SUPPLIERS.

- 6.2.3 Breakages or loss of any glasses, crockery, cutlery etc.
- 6.2.4 Damages and/or breakages of any hardware on doors, windows; including, similar to, but not limited to handles, taps, frames, hinges, shower heads, mirrors and the likes.
- 6.2.5 Damages to any room accessories.
- 6.2.6 If any fire equipment is used/or tampered with, stolen, lost or misplaced during a function, the CLIENT will be responsible for the amount to replace it back to its standard.
- 6.2.7 Any refunds will be paid from a 30-day account.

BAR FACILITIES

- 7.1 MEA CULPA is a fully licensed venue and will meet the CLIENT's beverage requirements for the event/function.
- 7.2 The bar will be managed by MEA CULPA staff only and will not be outsourced to the CLIENT or any other party.
- 7.3 The bar accepts cash or credit card, unless otherwise arranged by the CLIENT and MEA CULPA.
- 7.4 Open bar will be according to clause 2.7 above.
- 7.5 All beverages are charged on consumption. A corkage fee of R75.00 per bottle will be levied on all wines, sparkling wine and MCC brought onto, or consumed on the premises.
- 7.6 Please note that we are a licensed premise and NO alcohol may be consumed unless bought and paid for at MEA CULPA bar.
- 7.7 Hard liquor/spirits that are not stocked by MEA CULPA, that the CLIENT wishes to bring in, must be discussed with the general manager concerning MEA CULPA's rules and regulations.
- 7.8 An automatic 10% service levy will be added to all open bar tabs.

AV and SOUND

- 8.1 MEA CULPA reserves the right to regulate the volume of all music during the wedding/event.
- 8.2 Cut-off time will be at 24h00, except Sundays at 22h00.
- 8.3 If the CLIENT wishes to pay the overtime surcharge of R2000, music needs to be reduced by 50% for up to 2 hours maximum.
- 8.4 All speakers always need to face into the venue .
- 8.5 All cables should be taped down.
- 8.6 No loud music will be allowed on the grounds later that 24h00.
- 8.7 No base bins under any circumstances.

- 8.8 Should the DJ/musician/band not adhere to these rules, MEA CULPA reserves the full right to cut all power supply to the equipment.
- 8.9 A copy of the terms and conditions need to be signed by the relative company to confirm that they understand and will adhere to these rules and regulations.
- 8.10 All breakdowns will take place no longer than an hour after last rounds has been called.
- 8.11 Should the DJ/Musician / band refrain from ending the music at the given time, a fine of R2000 will be added to the CLIENT's invoice.

PHOTOGRAPHY

- 9.1 NO furniture or décor items including paintings, clocks, mirrors may be moved or removed. We try our utter best to make MEA CULPA as beautiful as possible for photos, so please show respect. A fine of R2000 will be added to the CLIENTS account should this happen.
- 9.2 MEA CULPA understands that natural late afternoon light inspires photographers. A grace period of 15 minutes will be added to the timeline. Thereafter meals will be served as per the timeline.
- 9.3 All private areas (staff only) will be off-limits to any photographer.
- 9.4 MEA CULPA takes pride in the venue and gardens, kindly show respect while taking photos.
- 9.5 Should the CLIENT book a photo booth; set-up will be at a pre-arranged area. No furniture or serving areas will be moved to accommodate photographers in this respect.
- 9.6 MEA CULPA staff will not be able to assist photographers to accomplish their duties or performing their task as a photographer.

VENUE RENTING HOURS

- 10.1 Venue Hire will start from 10h00 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.
- 10.2 Should the CLIENT wish to extend these times, a charge of R3000 will be charged per hour or a part thereof.
- 10.3 MEA CULPA reserves the right to control the volume of the music during the function.

SAFETY AND SECURITY

- 11.1 The CLIENT is obligated to comply with all existing safety and security in place at MEA CULPA.
- 11.2 The CLIENT and MEA CULPA must ensure that no emergency exits, safety equipment or safety signage is covered, obstructed or interfered with in any way.
- 11.3 MEA CULPA will ensure the safety of your personal items and equipment to the extent in which may be reasonable expected of a venue but will not take responsibility for any damage or loss of any item or equipment.

LIMITATION OF LIABILITY

- 12.1 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:
 - 12.1.1 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.
 - 12.1.2 Any loss or damage to personal belongings of the CLIENT and their GUESTS.
 - 12.1.3 Any loss or damage to any outsourced décor, linen, tablecloths etc.
 - 12.1.4 Any interruption of electricity, water supply and sanitary services. (MEA CULPA however has a generator on standby.)
 - 12.1.5 Any personal injury, death, illness etc. to the CLIENT and their GUESTS.
 - 12.1.6 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.
- 12.2 Any lost and found belongings of the CLIENT or GUESTS will be kept for 1 calendar month where after it will be disposed of.

WEATHER

- 13.1 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.
- 13.2 The CLIENT is responsible for arranging insurance mitigating their loss.

FOOD AND BEVERAGES

- 14.1 Certain dishes served are subject to seasonal availability.
- 14.2. MEA CULPA reserves the right to adjust food and beverage prices and options, subject to availability at the time of the event. Any changes resulting in additional costs will be billed to and paid for by the CLIENT.
- 14.2 According to the package, the CLIENT can choose between a plated or buffet menu.
- 14.3 All plated menus will carry a surcharge of R50 per guest.
- 14.4 Specialized dietary requirements such as Halaal and Kosher meals etc. are subject to a surcharge. The CLIENT must place orders for these special meals at least 7 working days prior to the event. MEA CULPA will not take any responsibility for no delivery or wrong delivery of meals.
- 14.5 Should actual numbers fall below that of the guaranteed minimum, charges would be based on the guaranteed number.

- 14.6 Should the actual number of persons exceeds that of guaranteed number given, billing will then be based on the actual number.
- 14.7 Any changes to the menu and guest count must be given in writing 30 (thirty) days prior to the function date.
- 14.8 All SUPPLIERS should be included in the guaranteed number and will be billed accordingly.
- 14.9 No food or beverages may be brought onto the premises for consumption without prior written consent from MEA CULPA management.

SPECIAL CATERING

- 15.1 No external caterers are allowed at MEA CULPA.
- 15.2 Should written consent be given by MEA CULPA to make use of outside caterers, a surcharge of 20% of the menu price per person will be applicable.
- 15.3 Any external caterer must be HACCP and COA accredited, all supporting documentation needs to be supplied before the event for consent.
- 15.4 MEA CULPA requires meeting the caterer before the wedding/function date to be able to explain all rules and regulations.
- 15.5 This surcharge will not include kitchen facilities, equipment or any food or beverages.
- 15.6 This surcharge will not include all waiters, barman and security.
- 15.7 MEA CULPA staff will not be used as function coordinators in the case of outside catering.
- 15.8 All outside caterers will be responsible for the cleaning of any area and equipment that they may have utilized.
- 15.9 The caterer needs to provide enough food to also cater for MEA CULPA's waiters and staff.
- 15.10 The caterer needs to provide enough staff to fulfil all duties.
- 15.11 The menu provided needs to be equivalent to MEA CULPA's standards.

FLOWERS AND DÉCOR

- 16.1 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.
- 16.2 MEA CULPA has a designated area adjacent to the main hall for the arranging of flowers and the delivery of décor. No flowers and décor to be delivered through the front door.
- 16.3 The main hall will be available from 08h00, no earlier, unless written consent has been given by MEA CULPA.
- 16.4 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.
- 16.5 MEA CULPA staff is not responsible for the set-up of any décor, flowers etc.

- 16.6 MEA CULPA will take no responsibility for the checking-in of any flowers and décor, chairs etc.
- 16.7 MEA CULPA tables will not be used by the florist/décor company in the arranging process. Should this occur, damages will be charged at full table replacement cost.
- 16.8 The CLIENT and/or CLIENT's GUESTS or CLIENT's SUPPLIERS may not enter the kitchen, storerooms, linen rooms or décor rooms. You are more than welcome to ask MEA CULPA staff for assistance should you require it.
- 16.9 No supplier is allowed to use/move MEA CULPA's décor without written permission.
- 16.10 MEA CULPA kitchen will not be used for storage of food items/cakes or flowers.
- 16.11 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.
- 16.12 All flowers and décor have to be completed 2 hours prior to the ceremony.
- 16.13 MEA CULPA will clear all areas of décor, flowers and furniture after every event. All these items will be placed to the adjacent outside area of the hall. No décor flowers or furniture will be left in the hall or on the patio area.
- 16.14 Should the supplier decide to do clearance themselves on the night of the event, a grace period of 1 hour will be given. There after a surcharge of R2000 will be charged per hour or a part thereof to the company.
- 16.15 MEA CULPA will be available for collecting of all décor from 07h00 until 09h00. Thereafter a surcharge of R2000 will be charged to the company.
- 16.16 MEA CULPA, their staff and owners will accept no responsibility for any loss or damage to any flowers, décor or furniture.

SMOKING

- 17.1 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)
- 17.2 The CLIENT will be responsible for the conduct of their GUESTS.
- 17.3 Failure to adhere to this clause may result in a fine, subject to the discretion of MEA CULPA.

WHEELCHAIR ACCESS

- 18.1 MEA CULPA continue to strive to achieve full wheelchair access to guests and will endeavour to accommodate guests wherever possible.
- 18.2 MEA CULPA states clearly that the venue is not 100% wheelchair friendly.

ACCOMMODATION

- 19.1 The bridal suite is explicitly for the use of the bride and her bridesmaids for the day of the wedding, not exceeding three additional people. In the event of a morning wedding a normal overnight room will be provided for the bride to get ready in, if available.
- 19.2 No furniture or fixtures (mirrors etc.) may be moved or removed. A hefty penalty will be charged.
- 19.3 MEA CULPA will not be held responsible for any loss or damage occurred during the stay.
- 19.4 The usage of the bridal suite may not be transferred to a second party.
- 19.5 The bridal couple that does not make use of the facilities if included in their package will forfeit this right.
- 19.6 Our bridal suite strictly sleeps 4 people. In case of the bridal party sleeping over the night prior to the wedding, no extra beds or sleeping arrangement will be made.
- 19.7 In case of misuse of the bridal suite by the CLIENT, any GUEST or SUPPLIER, penalties will be charged, subject to the discretion of MEA CULPA.
- 19.8 MEA CULPA does not supply two-point plugs, multi plugs or extension – CLIENT, GUESTS and SUPPLIERS to bring their own.
- 19.9 No pets will be allowed onto MEA CULPA premises without prior written consent.

EVENTS MANAGER

- 20.1 MEA CULPA appointed an Events Manager who acts on behalf of MEA CULPA.
- 20.2 His role is to answer any questions you may have regarding MEA CULPA, facilitate bookings, finalize agreements and act as representative of MEA CULPA.
- 20.3 The Events Manager therefore has full mandate to act within his discretion in terms of this agreement and to perform any such decisions as may be necessary as if MEA CULPA has authorized such decisions to which the CLIENT will adhere to.

BREACH OF THIS AGREEMENT

- 21.1 If the CLIENT is in breach of any provision of this Agreement, MEA CULPA will be entitled to:
 - 21.1.1 allow the client a reasonable opportunity to remedy the breach, considering the nature of the breach in question.
 - 21.1.2 cancel all agreements concluded between the CLIENT and MEA CULPA
 - 21.1.3 claim immediate payment of all obligations in terms thereof.

GENERAL

- 22.1 The parties (CLIENT and MEA CULPA) acknowledge and agree that this agreement constitute the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this agreement not incorporated in this agreement will be binding on the parties. No changes to this instruction form will be binding on any of the parties unless recorded in writing and signed by both parties.
- 22.2 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 by law.
- 22.3 It is hereby stated clearly that this document consists of 10 pages, with the 10th page being the pages where both parties sign.
- 22.4 Please ensure that every page is initialled by you, the CLIENT.

SIGNED DECLARATION OF TERMS AND CONDITIONS CONTRACT

CLIENT NAME & SURNAME: _____

COMPANY: _____

SIGNATURE: _____

I hereby declare that I have read all the above Terms and Conditions, understand fully and will abide by the rules of this contract set out by MEA CULPA 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.

WILCO VAN EEDEN

EVENTS MANAGER @ MEA CULPA

SIGNATURE: _____

FUNCTION DATE: _____

Please complete and return original copy to MEA CULPA, together with proof of payment to events@meaculpa.joburg