



TERMS AND CONDITIONS

Black Horse Estate has to impose some restrictions to ensure it remains for others to enjoy in the future, we therefore kindly request that certain rules be heeded and respected for the benefit of future users. The Terms and Conditions for detailed specifications regarding space etiquette and bookings are as follows:

General Booking Conditions

These terms and conditions form the basis of the Booking between the Renter and Black Horse Estate. The Venue will not accept or sign any third party's terms and conditions. The Terms and Conditions will not be varied except in writing and agreed by both parties.

1. The Venue reserves the right to decline this and any Booking or part thereof at any time without liability.
2. All Bookings are provisional until confirmed by receipt of a non-refundable booking fee and a signed Booking Form agreeing to these terms and conditions.

Booking Deposit

The deposit is payable as indicated on your quotation in full to confirm the booking. Payment should be received in full within a maximum of 14 days of booking made.

Payment

1. All payments must be made in Rand and must be accompanied by Proof of Payment.
2. Payment may be made via cash or Electronic Funds transfer.
3. All outstanding payments are due within 14 days before the event.
4. In the event of non-payment the Venue reserves the right to withhold goods and services until payment is made. Interest may be charged by the Venue on outstanding balances.

Contracted Access Times

All areas within the Venue to which the Hirer has been granted access, including agreed access times, are detailed on the Booking Form.

The Hirer must arrive and vacate by the agreed time, as stated on the Booking Form. Failure to adhere to the agreed times may incur overtime charges.



Venue Time & Overtime

Music must be turned off at 24:00, Last rounds called at 23:30, bar closes at 23:45.

The finishing time 24:30 shall be the time when the function room(s) shall be cleared and the Hirer's guests vacate the complex, not when the function ceases.

Overtime will be charged for every 30 minutes over the agreed upon time at R500 for 30 minutes.

In the event of unauthorized overrunning (after initial verbal warning from Duty Manager) the Venue withholds the right to interrupt the Hire, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs the Venue will charge additional charges to the Renter accordingly.

Use of the areas detailed on the Booking Form does not imply any right to use any other part of the building, for deliveries, storage or any other access.

Food and Beverage Finalization

Notification of a guaranteed number of guests attending the function is required 14 days prior to the event. Food prepared in accordance with the guaranteed numbers will be charged for, unless the number of guests increases.

The menu and alcohol selection must be finalized at least 14 days prior to the function date to allow for ordering and preparation.

The venue reserves the right to change menu content under reasonable circumstances

Equipment and Set-up

The table layout must finalize 14 days before the event. The finalized layout will then be set up accordingly before the agreed upon access time. Once this has been set up the Hirer cannot change this layout without written permission by the venue.

1. The setup is the responsibility of the Hirer. Venues support staff can be given if approved in advanced, an additional fee will be applicable.
2. The Hirer agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be deducted from the Renters Liability deposit.
3. The venue reserves the right to refuse the use of any equipment or props.



Sound and Music

It is our intention to provide an enjoyable stay for all our guests and to allow the Venue Owners and their neighbours the peaceful enjoyment of their rural environment. We therefore expect guests to behave discreetly in the Venue and its outside areas. Noise will be controlled to prevent excessive disturbance and guests are expected to co-operate with this noise control.

Discos, live musical entertainment and other sources of noise must be managed sensibly by the provider who must obey the instructions of the Black Horse Estate' Duty Manager. Music and entertainment must cease at 24h00.

Guests are asked to be considerate when leaving functions and events at night avoiding noisy farewells in the car park, slamming of car doors and revving of engines.

If the renter engages a band or other entertainment to appear at the event or within the Black Horse Estate grounds, it is the responsibility of the renter to ensure that the performer complies with the requirements and sound levels not exceeding db88. The renter must ensure that the respective noise levels are not exceeded. An R 5000 fine may be issued against the renter deposit at the discretion of Black Horse.

Db88

Amendment and Termination

All deposits are non-refundable except for the Liability Deposit

The Venue will acknowledge acceptance of all amendments/cancellation in writing via email to the Renter indicating whether the amendment/cancellation has been accepted.

In the event of a full or partial cancellation of a confirmed booking by the Renter less than 90 days prior to the event, cancellation charges will apply as follows: 100% of venue hire charges plus a reasonable proportion of any additional charges which have or will be incurred by the Venue in respect of the Booking.

The Venue properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:

1. If the Booking might, in the Venues reasonable opinion, prejudice the reputation of the Venue.
2. If the behavior of the Renter/guests/delegates (whether as individuals or as a group) is deemed, by the Venue, to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave the Venue.



3. If the activity of the Hirer/guests/delegates (whether as individuals or as a group) breaches Fire/ Healthy and Safety or any legislation in any way or deemed unsafe for staff or public.
4. If, due to an event beyond its control, the Venue is (in its opinion) unable wholly or substantially to perform its obligations to a Hirer, the Venue will promptly notify the Hirer accordingly and will refund any relevant deposits and/or other pre-payments paid to it in respect of the Booking, to the Renter.

Liability

To the fullest extent permitted by law the Venue shall not be liable for:

1. Any losses, costs, damages, and expenses resulting from claims for bodily injury or property of the Hirer or their guests/delegates
2. Any inconvenience or loss caused to any party as a result of cancellation or termination.
3. The venue shall not be liable, whether in contract, tort or otherwise for any personal, indirect, consequential or economic losses however arising, including those arising from services or products supplied by third parties.

The Venue Premises and Property

The Venue and any additional services requested may only be used for the purpose(s) for which they are hired.

Smoking is not permitted anywhere in the Venue. The Renter, guests and delegates are asked to smoke only outside main entrance doors or in the garden area.

The Renter is responsible for any willful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be deducted from the Liability deposit.

All furniture and equipment has been inventoried and may not be transferred between rooms/communal areas without prior agreement of the Venue.

Under no circumstances can tape, staples, nor any fixing be attached to the pillars, railings, walls or balconies. Where appropriate, the aforementioned will be removed without warning. Subsequent costs of making good any damage will be deducted from the Liability deposit.

Rules, regulations, technical advice or other requests made during the running of an event by Duty Manager or Black Horse staff should be adhered to.

The Renter is responsible for guests and their guest's behavior and welfare.

Venue Hire Inclusion

Included in the venue hire are standard Black Horse Estate furniture and equipment, crockery, cutlery, glassware, napery and table linen.



The venue hire includes necessary staff but excludes decor (except certain decor items belonging to the venue), flowers, draping, drinks or catering.

Code of Conduct

Black Horse Estate places great emphasis on providing a pleasant and safe environment for its guests and staff, as well as the Venue Owners. As such, we reserve the right to ask any guest who is abusive, threatening or offensive to event guests, staff or residents at the Venue, to leave the Venue immediately and incur any relevant early departure charges. Reasons for summary eviction include drunkenness, unreasonable behaviour, foul or abusive language, racist comments, making excessive noise both inside and outside the buildings, willful or negligent damage of Venue property, suspected theft from Black Horse Estate or the Venue, trespass in staff only or private areas, willful avoidance of agreed charges, consumption of food or drink other than that supplied by or through Black Horse Estate (unless agreed in writing before the event and after payment of necessary corkage charges), and suspected use of illegal drugs – although this list is not exhaustive.

Guest Conduct

The Renter and guests/delegates must conduct themselves in a responsible manner with due consideration to any other guest/delegate, Venue staff or their agents, visitors or members of the public.

The Renter and their guests/delegates must refrain from any behavior, which would bring the Venue into disrepute or cause discomfort/risk to others.

The Renter has an obligation to tell all guests/delegates about these terms and conditions and give them details to ensure they comply with them. It is a condition of the Booking that the Renter accepts the terms and conditions and has made all guest/delegates who are party to the Booking aware of them. Each guest/delegate must individually agree to comply with the terms and conditions. The Venue will enforce the terms and conditions against guests/delegates individually where relevant.

Complaints and Disputes

In the first instance, any problems or complaints relating to the Venue, additional services or these terms and conditions should be referred to the Venue, to the Duty Manager during the event and followed up by email or phone call to the Program and Leases Manager at the Venue. The Renter/guest/delegate may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organization.



Liability Deposit

Any outstanding restaurant accounts, unpaid bar tabs or serious property damage will be deducted from the liability deposit. Please provide us with banking details to return the liability deposit. The full amount or balance after deduction will be paid into the account within 7 days after the event.

The Liability Deposit will be added the final Invoice to the Hirer 14 days prior to the event.

Cooling Off Period and Amendments to Terms and Conditions

Customers will be given a copy of Black Horse Estates' Terms and Conditions at the time of booking, when the initial deposit is paid. They are strongly advised to read the terms and conditions carefully and ask questions about any aspect that is unclear. If, on reflection, the Customer is unable to accept all the terms and condition they should notify Black Horse Estate within two weeks of the contract being issued. Black Horse Estate will then refund the deposit less a R600.00 administrative charge.

Black Horse Estate reserves the right to make reasonable amendments to its Terms and Conditions to conform with new legislation or in the interests of business efficiency. Major changes will be notified to customers who have bookings, however we request that customers check our website which contains the definitive version, or periodically request a current version.