



SIMBALI

LODGE & FUNCTION VENUE

TERMS & CONDITIONS

Booking info & payment requirements

- 1) Should you wish to book your wedding with Simbali we require that you complete & sign the last page of this document as well as initial the bottom of each page.
- 2) The date will be reserved once the booking fee is paid.
- 3) Once payment & signature of T&C's document has been received by Simbali, you enter into an agreement with Simbali contractually.
- 4) The client agrees to pay a non-refundable booking fee of R15 000,00 (incl. VAT) before the booking can be confirmed. The booking fee is payable to secure and reserve the use of the venue for the specified date. This amount will be credited to the final invoice. Please note that dates cannot be reserved until proof of payment for the booking fee has been received.
- 5) All proof of payments & completed T&C's documents must be sent to info@simbali.co.za.
- 6) Progress payment requirement after the booking fee is as follows:
 - Halfway prior to the function, a 30% non-refundable progress payment of the approved quotation, based on the tentative number of guests, will be invoiced for payment. Should this payment not be received within 5 working days of the stipulated date, the booking fee and date will be forfeited.
 - 1 month before the day: non-refundable balance payment of the total value of the final quote based on the confirmed number of guests & vendors. Should this payment not be received within 5 working days of the stipulated date, your total payment made and date will be forfeited, and the wedding will not commence (refer to postponement criteria).
- 7) By paying a booking fee or progress payment, you automatically indicate your acceptance of Simbali policies regarding payment and cancellation. Simbali reserves the right to cancel a booking should payment not be received as stipulated.
- 8) Kindly note that no down payment will be accepted. Please make sure of your payment dates as per the quote.
- 9) A refundable breakage deposit of R4 000.00 (incl. VAT) will be included in the final quotation and is refundable to the client after the event has been held & after Simbali has been able to complete an inspection for any damage or fines from the event as stipulated in the terms. The final invoice/credit note will be issued after the function, based on the monies owed or payable from the breakage deposit. This will take place within 7 working days after the event.
- 10) Please use your quote number and the names of the couple as references when you make any payments.
- 11) We only accept electronic payments.
- 12) By paying the booking fee, the client accepts all the T&Cs.
- 13) Upon booking confirmation, a meeting can be set up with Simbali at a later stage to formally discuss all the aspects & known details at the time of the event. This engagement meeting is preferable to being held online or over the phone.
- 14) A final meeting (face-to-face, electronically, or telephonically) will be held to confirm the following: the final number of guests, final service providers and numbers, program, menu & allergies, floor plan, beverages, wine selections, & accommodation details such as the groom's suite hire.
- 15) Alternative payment arrangements can be made on special requests for consideration by Simbali.
- 16) A detailed flower & décor meeting to be held directly with the service provider in the case that the client does not use Simbali's Add-on package. Service provider to communicate crockery & cutlery details to Simbali.
- 17) Kindly note that all communication should be via email (info@simbali.co.za) as all formal communication, inquiries, and planning are kept on file. Please refrain from using WhatsApp, voice notes, or messages for any formal communication.

Cancellation policy & postponement

- 1) All cancellations must be in writing and from our client (the bride and groom), not the person responsible for paying for the wedding.
- 2) In the event of a cancellation from the client less than 6 months before the event date, the full booking fee will be forfeited even if the event date is rebooked by another client.
- 3) In the event of a cancellation 8 months or more from the event date, a portion of the booking fee may be refunded to the client, at Simbali's sole discretion.
- 4) A minimum cancellation and admin fee of R2 500.00 will be charged upon receipt of your cancellation 8 months prior to the event.
- 5) Dates will only be allowed to be postponed free of charge if they are communicated within a 6-month period before the original booking date (if any dates are still available). Packages will be amended if the wedding is postponed, applying the relevant rates. Should a postponement be requested less than 6 months before the original booking date, a postponement fee of R20 000.00 will be charged to obtain the original booking fee and progress payment. Should the postponement fee not be received within 5 working days of notification, the booking fee and progress payment will be forfeited.
- 6) Simbali Lodge and Function Venue have the right to terminate this contract if the client fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply.
- 7) The client shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the written consent of Simbali's management.
- 8) If for any reason, Simbali is unable to fulfill its contractual obligation under this contract, the entire booking fee and progress payments will be returned as full compensation for the cancellation under the agreed liquidated terms with no further penalties or liabilities to Simbali.
- 9) In the event that the COVID-19 pandemic causes the postponement of the wedding, any deposit or booking fee paid will be utilized towards the rescheduled date (within reason) and will not be forfeited. Should there not be an alternative date within reason agreed to by both parties, resulting in the function being canceled, the monies paid to Simbali will be fully refundable.
- 10) In the event that final guest counts are limited due to COVID-19 regulation, the client will be charged for the lesser number of guests permitted; however, the cost per person may vary (not more than R100 per person) due to the price increase for fewer guests as the catering service provider calculates the cost per person based on the total number of guests attending.
- 11) If the wedding is postponed due to the above-mentioned reason, the original payment schedule must continue.

Initial : _____
Initial : _____



SIMBALI

LODGE & FUNCTION VENUE

TERMS & CONDITIONS

Times and accommodation

- 1) Simbali is closed on Mondays and public holidays unless booked for a function on a public holiday. The venue is available on the day of the function from 09:00–00:00 unless otherwise arranged and on Sundays until 22:00.
- 2) Please note that the venue hire for guests is for 9 hours, and only the bridal party or service providers can make use of the venue from 09:00.
- 3) If there is no wedding or function booked the night before your wedding, the venue is available to rent and set up the day before your wedding at an additional cost. This arrangement will have to be confirmed with a booking fee of R5000 for use of the facilities from 09:00 to 17:00.
- 4) The bridal suite is included for the wedding day from the following times (the groom suite is available for hire overnight for R1950 incl VAT):
 - If there was no function the previous day: Check-in time: 9:00; check-out time: 9:00
 - If there was a function the previous day: check-in time 10:00; check-out time 09:00; if there is a function the day after, check-out time 08:00.
- 5) Late checkouts will be penalized by R1000 per room.
- 6) Kindly note that all weekend weddings (Friday and Saturday) must book a minimum of 6 units at Stay@Simbali when booking Simbali as your wedding venue. Note that there will be 2 invoices issued: 1 for the wedding venue and 1 for accommodation, with separate bank details.
- 7) No tents or caravans are allowed.
- 8) Simbali can accommodate viewings on Saturdays between 09:00 and 14:00; however, the bridal and groom suites will not be available for viewings if there is a wedding on the day or if they are occupied. We do prefer viewings during the week between 9:00 and 17:00.
- 9) The bridal suite is included in the venue's hire. No discount will be given should the bridal couple decide not to stay the night in the bridal suite (non-transferable to guests).
- 10) Rooms will be open, and keys will be left in the doors on arrival and can be locked during the event for safekeeping of personal belongings. Keys to remain in the doors and be left open after checking out.
- 11) We do not offer housekeeping during the stay except for a turndown of the bridal and groom suites after getting ready in the room by the bridal party. The room should be vacated with all luggage by the bridal party before the ceremony. Should luggage not be removed from the room, it will be put aside by Simbali staff. Please ensure that all valuables are safely stored in the safes provided in the suites. Simbali takes no responsibility for any loss or damage to personal belongings.
- 12) Breakfast is not included in the accommodation fee; however, a complimentary cheese board is provided for the bridal couple the night of the stay.
- 13) Bridal and groom suites are only provided with 1 double set of towels after room turndown, and the bridal party needs to supply additional towels for preparation in the bridal or groom suite.
- 14) All rooms are non-smoking.

Décor, flowers, & setting up arrangements

- 1) All décor and flower set-up for the function will only be allowed on the day of the function, starting at 9:00, and must be completed by the start of the function as per the organizer. Set-up on the day before will be charged at R5000 for use of the facility from 09:00–17:00. This charge includes the use of the facility for own set-up purposes, and Simbali does not provide staff assistance or any set-up equipment (ladders, etc.). Simbali will provide a post-cleaning service for the facility.
- 2) Simbali's standard cutlery and crockery will be set up during set-up and not after hours (after-hour set-up will be billed at R600 p/h).
- 3) Simbali staff & set-up team will not set-up any items rented through external vendors & this remains the responsibility of the vendor as per vendor set-up charges. A Simbali set-up fee of R600 per person per hour will apply should the need arise.
- 4) An external vendor fee of R6500 will be charged for vendors as a penalty if the client does not make use of Simbali's Add-on packages.
Note: No external vendor fee will be applicable when the client makes use of Simbali's Add-on packages.
- 5) All flower arrangements are to be done off-site and brought to the venue already assembled, if possible. A cleaning fee of R1000.00 will be charged and deducted from the breakage deposit if the person responsible for the decor and flowers neglects to clean up before they leave prior to the function. (There is no cold room available on-site for flower storage.)
- 6) All décor and flowers provided by an external vendor should be removed as per arrangement with Simbali management staff.
- 7) A cleaning/storage penalty of R1000 per day will be charged or deducted from the deposit should the collection arrangement not be met.
- 8) The wedding cake can not be stored in Simbali's fridge, as we do not take responsibility for the cake.
- 9) Please note that all candles must be placed in holders or on top of the coaster to avoid damage to linens or tables.
- 10) Kindly note that a R3000 confirmation fee will be charged to confirm an Add-on package date. The confirmation amount will be deducted from the total Add-on fee on the final invoice.
- 11) In the event that a wedding planner is appointed by the client, all communication regarding the wedding timelines, decor, and wedding details will be communicated directly to the wedding planner by Simbali management.
- 12) The list below features all the areas to be considered as a guideline for décor & flower set-up to ensure most areas are covered with finishing touches to avoid open spaces.
 - Ceremony area: 2x barrels at the entrance, welcoming easel, arch, podium, aisle posies, & register table. A reminder that only biodegradable confetti will be allowed.
 - Alfresco cocktail area: welcoming beverage station (move to gift table), flowers for cocktail tables and barrels.
 - Reception Hall: seating plan easel, cake table, main & guest tables, suspended centerpieces welcome.
- 13) Simbali is available for the set-up of vendors & their staff during the arranged time frames as mentioned above & will only be available the day before the function for quick inspection by the client or representative, as lengthy gatherings of family & wedding parties will not be permitted during set-up.

Initial : _____
Initial : _____



SIMBALI

LODGE & FUNCTION VENUE

TERMS & CONDITIONS

Loss & damages

- 1) The client accepts full responsibility for negligent or deliberate damage that might occur to the venue or any property of the venue by guests, vendors, or any person part of the client's company.
- 2) Any damage to the property or buildings of Simbali, including balustrades, windows, furniture, linen, decor, cutlery and crockery, etc., will be deducted from the client's breakage deposit.
- 3) If the amount exceeds the total breakage deposit, the client will be liable for the amount outstanding.
- 4) Simbali and its staff are not responsible for the loss or damage of other service providers', guests', or clients property, nor for the safekeeping thereof.
- 5) Simbali and staff are not responsible for any damage to or loss of any articles (including gifts and gift boxes) or property left at the venue prior to, during, or after the event. Small safe boxes are provided in the bride & groom suites for belongings to be stowed away.
- 6) If we find lost items, we will notify the bridal couple, and the items must be collected from Simbali in the week after the wedding.

Indemnity and security

- 1) Simbali Lodge and Function Venue and its staff will not be held liable for any injuries sustained during visits or functions.
- 2) The client agrees that Simbali shall not be held liable for any loss, damage, or injury of any kind to any person or property caused by or arising from any act or omission of the client or any of the client's guests, invitees, employees, or other agents from any accident or causality sustained.
- 3) The client, as a material part of the consideration for this contract, hereby waives, on the client's behalf & on behalf of all the client's guests, invitees, employees, or other agents, all claims & demands against Simbali for any such loss, damage, or injury.
- 4) The client further agrees to indemnify and hold Simbali Lodge and Function Venue free & protected from all liability for any and all such loss, damage, or injury to property or other persons & from any & all costs & expenses arising therefrom, including but not limited to attorney fees.
- 5) No safety signs, emergency exits, or safety equipment may be removed or blocked by decor or any other item that might obstruct a quick & safe passage towards them.
- 6) Children must always be supervised by a childminder or parents.

Sound & special effects

- 1) All sound equipment must be secured, and no open cables, extensions, or wires will be tolerated. The DJ must ensure that all cables & wires are secure & neat.
- 2) Do not overload or tamper with plugs, light sockets, or distribution boards.
- 3) Simbali cannot be held liable for any damage to sound or lighting equipment at the venue for the duration of the function, & must be removed the night of the event.
- 4) The DJ is not allowed to play music past 23:45.
- 5) The DJ is not allowed to play over the maximum agreed-upon noise level of 80 decibels.
- 6) No subs or bands with drums are allowed.
- 7) No auto DJ is available through Simbali.
- 8) Neon signs & special electrical effects must be able to plug into existing sockets and not be connected to Simbali's direct electricity line.

Bar & beverages

- 1) Should there be price increases on beverages, Simbali will not be able to send updated information regarding price increases on beverages. The beverage menu can be communicated one month prior to the function.
- 2) Neither the client nor any of the guests of attendees at the event are allowed behind the bar. Simbali reserves the right to request that any person or group of people acting unruly or contrary to rental regulations leave the venue. Assistance from law enforcement agencies may be obtained if a request to leave the venue made by Simbali is not promptly followed.
- 3) No alcohol is allowed onto the premises by guests. A R2,000.00 fine will apply if caught and will be deducted from the breakage deposit.
- 4) A corkage fee for wine is paid by the client at R100 per bottle. Maximum of 2x bottles of wine per table.
- 5) The client will be liable for unpaid bar tabs.
- 6) The client agrees to adhere to the liquor laws of South Africa, and underage drinking will not be prohibited.
- 7) Limited or open bars must be finalized with a final quote and paid in advance.
- 8) The bride & groom can each bring 1 bottle of sparkling wine or whiskey at no corkage fee for a photo opportunity.
- 9) Speciality vendors, for example, coffee/dessert bars and photo booths arranged by the client, will be charged a R950.00 service fee.
- 10) If you would like to arrange a limited or open bar, the amount is payable 30 days before the wedding and will be added to the final invoice.
- 11) No kegs are allowed.

Initial : _____
Initial : _____



SIMBALI

LODGE & FUNCTION VENUE

TERMS & CONDITIONS

Menu & food

- 1) Only Simbali staff are allowed in the kitchen.
- 2) The timeline is agreed upon by the client, venue coordinator, and kitchen, and therefore it is the MC's responsibility to coordinate with Simbali's management before making any announcements.
- 3) The arrival of guests, ceremony time, entrance into the hall, and serving of food may not be amended on the day of the function unless communicated to approved Simbali management.
- 4) If speeches run late, we will not be held liable for food that is getting cold or overcooked because the speeches have not been concluded in time.
- 5) Late additions and amendments will only be made subject to Simbali's discretion.
- 6) No leftover takeaways will be allowed.
- 7) The responsibility lies with the client to choose food options in accordance with the guest's dietary requirements, and Simbali will not be held responsible for any illness related to allergic reactions or any other unspecified dietary requirements.
- 8) Final number of guests, dietary requirements, & menu options are to be confirmed with Simbali strictly one month before the day of the function.
- 9) Vendor headcount for catering will be charged additionally.
- 10) If a lesser number of people attend than the final headcount, the client remains responsible for the full amount agreed upon.

General venue & outdoor areas

- 1) Nobody is allowed to go beyond the "No Entry" signs.
- 2) The ceremony area, cocktail area, & reception hall are wheelchair accessible.
- 3) There are formal ablution facilities available in the reception hall and informal outdoor bush ablutions for the outdoor area.
- 4) The venue is available from 09:00 until 00:00 for the bridal party and 9 hours for guests as per the timeline. Strictly no overtime will be allowed.
- 5) Decorations, photos, lights, etc., may not be nailed, stapled, or otherwise fastened to the venue or property belonging to Simbali unless approved by Simbali management and must be done in such a way as to not damage the structures or landscaping.
- 6) No fireworks, open fires, glitter, confetti guns, artificial flowers or petals, balloons, or Chinese lanterns are allowed on the premises.
- 7) No smoking is allowed in buildings or rooms; designated smoking areas are allocated at the boma, deck, and bush bar. All guests must adhere to the designated smoking areas, and there must be no flicking of cigarette butts into the bush. Please use the ashtrays provided.
- 8) Boma areas are weather-dependent based on rain and wind for fire risk.
- 9) Wood is not included as part of the venue hire, aside from the lit fireplaces when entering the reception area, and standard bags of wood will be charged at R50.00 per bag.
- 10) No one is allowed to harvest wood or any plant matter from the natural surroundings for the fire or any other use whatsoever. A fine of R1000 will be charged.
- 11) Allocated parking areas must be used accordingly.
- 12) The client acknowledges reading this document in its entirety and having the opportunity to ask questions.
- 13) The client further acknowledges understanding the contents of this contract and agrees that its terms and conditions are fair and reasonable. There are no other agreements, promises, or conditions, whether written or oral, between the client and Simbali unless agreed upon in writing by all parties.
- 14) All external vendors agree to follow all the terms, rules, and guidelines in this contract, and the client agrees to be responsible for the vendors at the client's event unless the Simbali Add-on package is accepted. The client further agrees to inform all vendors of the relevant terms, rules, and guidelines for the venue and the event.
- 15) No braai facilities are allowed or supplied.

Disclaimer

- 1) Simbali Lodge and Function Venue reserve the right of admission.
- 2) The premises of Simbali are entered at their own risk, and its staff, management, or any person directly employed for any function shall not be held liable for any loss or injury as a result of negligence or any other cause.
- 3) Simbali will not be held liable for the interruption of the function caused by services, weather, or an unforeseen act of God, and should there be any power failure during the function, the 50 KVA generator will be utilized. The generator will run 4 hours complimentary after which a fuel charge will be levied at R750 per hour.
- 4) Please note that it is the responsibility of the client to read through all documentation and the final invoice to make sure that nothing was overlooked as we work and plan from this document & final meeting sheet to execute the wedding.
- 5) If the client is uncertain or if anything on the final document or Terms & Conditions seems unclear, please feel free to contact Simbali to clarify.
- 6) By paying the booking fee, you accept all T&C's.
- 7) This contract contains the entire agreement of the client with Simbali.
- 8) The client acknowledges reading this contract in its entirety and having the opportunity to ask questions. The client further acknowledges understanding the contents of this contract and agrees that its terms and conditions are fair and reasonable.
- 9) This contract supersedes & replaces any prior or contemporaneous written or oral agreements between the parties.
- 10) This agreement is made for the benefit of the client and is not intended to benefit any third party or be enforceable by any third party. The rights of the client to terminate, rescind, or agree to any amendment, waiver, variation, or settlement under or relating to this agreement are not subject to the consent of any third party.
- 11) Simbali is a VAT registered company, & all rates mentioned above are inclusive of VAT.

Initial : _____
Initial : _____



SIMBALI

LODGE & FUNCTION VENUE

TERMS & CONDITIONS

Contract information

Personal details

Bride Name & Surname: _____

Bride occupation: _____

Bride ID Number: _____

Bride Cell Number: _____

Bride e-mail address: _____

Bride Physical address: _____

Bride signature: _____

Date signed: _____

Groom Name & Surname: _____

Groom occupation: _____

Groom ID Number: _____

Groom Cell Number: _____

Groom e-mail address: _____

Groom Physical address: _____

Groom signature: _____

Date signed: _____

Person's Name responsible for payment: _____

Person's ID Number: _____

Person's Cell Number: _____

Person's e-mail address: _____

Wedding details

Wedding date: _____

Wedding time: _____

Estimate number of guests: _____

Estimate number of children under 12 to 7: _____

Estimate number of children under 7: _____

Menu package option: _____

Banking details for breakage deposit:

Account holder's name: _____

Bank: _____

Account number: _____

Reference number: _____

Simbali banking details:

- Simbali lodge (Pty) Ltd

- First National Bank

- Account number: 62862908187

- Reference: **Quote number & names of couple**

Initial : _____
Initial : _____