



Wedding CONTRACT 2015



WEDDING AGREEMENT ENTERED INTO AND BETWEEN FUSION BOUTIQUE HOTEL
(HEREINAFTER REFERRED TO AS "FUSION")

AND

NAME:

IDENTITY NUMBER

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CONTACT NUMBERS (W) & (CELL):

FAX NUMBER:

EMAIL ADDRESS:

(HEREINAFTER REFERRED TO AS "THE CLIENT")

Please initial each page, complete the details and return the entire document back to Fusion by fax on 015 291 3153 or email: banqueting@fusionhotel.co.za or hand it to a coordinator, together with proof of payment to confirm your booking.

Client Signature



A. IMPORTANT INFORMATION REGARDING TO THE WEDDING

BRIDE:

NAME:

IDENTITY NUMBER:

CONTACT NUMBERS:

GROOM

NAME:

IDENTITY NUMBER:

CONTACT NUMBERS:

FUNCTION DATE:

DAY OF THE WEEK:

FUNCTION CEREMONY AREA BOOKED:

FUNCTION RECEPTION AREA BOOKED:

FUNCTION MINIMUM NUMBERS:

VENUE HIRE:

PUBLIC HOLIDAY OR DAY BEFORE PUBLIC HOLIDAY? YES/NO

NOTES ON ANY SPECIAL AGREEMENT WITH FINANCIAL IMPLICATIONS:

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4. MINIMUM NUMBERS

- 4.1. The final number of guests as discussed at the final appointment will be the number charged for unless attendance is greater. Bearing in mind that should this variance still be below the minimums mentioned previously, clients will automatically be billed for the specified minimum.

5. MENU SELECTION

- 5.1. Our extensive menus are interchangeable to accommodate your personal requirements. Copies of our menus are available on request.
- 5.2. Annual food increases will be of immediate effect in January of every year for the year ahead. Menu prices remain subject to change due to economic factors during the course of the year.
- 5.3. Children under the age of 10 years will be charged R80.00 per child. Children under the age of 2 years will not be charged.
- 5.4. Food may not be brought onto the premises and food may not be taken off the premises.
- 5.5. Please note that your entire guest quantity must be catered for; applicable to any and all menu options available on our menu selector.
- 5.6. Suppliers (DJ, Photographer etc.) contracted to work at the reception will be included in the total guest quantity/selected menu for catering purposes, unless prior arrangements are made with the wedding coordinator.
- 5.7. Brunch functions are limited to Mondays to Thursday, Sundays and on our short notice special.
- 5.8. Should your actual number of guests on the day of your wedding exceed the number confirmed you will be charged for the additional guest at the confirmed menu price.
- 5.9. Should your actual numbers drop below the confirmed numbers, you will be charged for the guest totals confirmed at the final appointment.
- 5.10. Fusion strictly prohibits the removal of leftover buffet food and under no circumstances may guests be allowed to remove food from the property.
- 5.11. Menus are confirmed 90 days prior to your wedding and changes are not possible after your final appointment.
- 5.12. In the event that an item cannot be found on the menu it will be replaced with another option without prior notice.

6. SPECIAL DIETARY REQUIREMENTS

- 6.1. Individual Halaal and Kosher meals can be ordered from our approved suppliers for such dietary requirements.
- 6.2. Any additional cost will be for the client's account.
- 6.3. All outside suppliers prices quoted are subject to change without prior notice.
- 6.4. Fusion needs to be advised of any special dietary requirements at or before the final appointment.
- 6.5. Fusion's reputation is at risk so only accredited outside caterers may be used.

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7. SERVICE FEES

- 7.1. Take note that as it is customary to show your appreciation for services rendered of waiting/bar staff by means of gratuity, there will be a compulsory fixed service charge of R2500.00 for your wedding.

8. BAR SERVICES

- 8.1. We require clients to brief us regarding their requirements for the provision of a full bar, wine, malt, soft drink bar or a cash bar. Clients are welcome to set a limit on the total bar expenditure for their account. In order to maintain control of this account, we are willing to supply a regular update of the bar account during the function.
- 8.2. Bar prices are subject to change without prior notice.
- 8.3. An updated list of bar prices is available on request. Annual bar price increases can be expected in April every year and will be implemented in the month without notice.
- 8.4. Corkage fee is charged at R120.00 per bottle of local sparkling wine and wine and R250.00 per bottle on French Champagne. Corkage will only be granted on special request for items not stocked by Fusion and has to be confirmed by Management.
- 8.5. Wine orders need to be placed during the final meeting.
- 8.6. Any changes to the bar requirements at any stage are to be done so in writing.
- 8.7. Food and alcohol sales are what generate Fusion's revenue, thus no food or beverage may be brought onto the property, into the accommodation or into function rooms by the customer or his guests for consumption on the premises, unless the prior written consent of the hotel has been obtained. Should guests supply alcohol in the form of "dinky" bottles / party favours and gifts, corkage will be charged accordingly on all bottles. The same with branded water.
- 8.8. Cash bar: should you opt to make use of a strictly cash bar option; any outstanding/unpaid accounts by your guests will be automatically transferred to the bride and grooms account. Should the outstanding amount be recouped, the bride and groom will be refunded.

9. SET UP, CUT OF TIMES AND OVER TIME

- 9.1. Set up time is during office hours of 08h00am to 17h00pm on the day of the function. The ceremony area and venue will be ready / set up 2 hours prior to the start time of the ceremony. Anyone making alternative arrangements must ensure that these are documented on the function sheet at the final appointment.
- 9.2. Fusion does not have a flower storage area, therefore all deliveries and arrangements need to be made on the day of the wedding. The venue can be opened as early as need be to accommodate early set-up.
- 9.3. An overtime rate of R3000.00 per hour will be charged after 12h00pm on the evening of your wedding or after 8 hours should you decide to have a morning or early afternoon wedding. The R3000.00 includes the use of the venue a manager, a waiter and a barmen. The bar closes half an hour before overtime ends. Every additional hour will be communicated to the bride and groom to make the final decision.
- 9.4. Please take note that should you decide to continue into venue overtime the venue will close at 02h00am and the bar will close at 01h30am at the latest.

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- 9.5. Overtime of R1000.00 per hour will be charged should the clients décor breakdown exceed 11h00am on the day after the wedding. Please make the necessary arrangements to avoid this expenditure.
- 9.6. Fusion reserves the right to show a venue to potential customers during the set up time of all functions.
- 9.7. Should the bridal party require assistance with the placement of table items, this must be arranged in the final meeting with the coordinator and an additional setup member of staff will be arranged and charged to your account at the rate of watering staff on an hourly basis.
- 9.8. A rate of R65.00 per hour per staff member will be charged for this service. Fusion suggest that the bridal party nominate a friend or family member to be responsible for this task.
10. **MUSIC AND SOUND LEVELS**
 - 10.1. Fusion reserves the right to reduce the volume of the music.
 - 10.2. Music may not be played after 01h30 or half an hour before closing time depending on the closing time of the venue.
11. **FURNITURE, EQUIPMENT AND FIXTURES**
 - 11.1. The provision of Fusion's standard furniture and equipment as specified in point 2 is at no extra charge.
 - 11.2. Please ensure that the equipment requested is satisfactory in advance of your function. Any additional items should be supplied or hired by the client at the client's cost, i.e. different shaped tables or linen other than what is supplied per venue.
 - 11.3. No fireworks will be allowed on the Fusion property.
 - 11.4. No live animals will be allowed on the Fusion property at any time, unless arranged with management prior to the function.
 - 11.5. Candles may not be placed directly on the linen. Any candle wax on the table linen will be charged to the client at R250.00 per table cloth.
 - 11.6. Fusion reserves the right to remove candles if necessary. Candleholders should be wide enough to ensure no wax damage to the linen. Should Fusion have to provide candle bases, a surcharge will be levied.
 - 11.7. No permanent alterations are allowed, including nails or hooks in the walls, roof or frames. Any damage to Fusion property including linen, beyond reasonable wear and tear will be charged accordingly.
 - 11.8. Legislation prohibits smoking in public areas. Rooms and all function and wedding venues are non smoking. Guests are required by law to smoke in designated smoking areas. No concessions will be made.

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12. RISK/LOSS/DAMAGES

- 12.1. No paper confetti, streamers, feathers, rice or any non-biodegradable items are allowed at Fusion. You are welcome to use flower petals.
- 12.2. While Fusion does feature emergency water and a full backup generator, we shall not be held liable for interruptions of services (water, electricity, sanitary services).
- 12.3. Whilst every precaution will be taken to ensure the safeguarding of your belongings, Fusion will not be liable for loss or damage to any property whatsoever (décor props, wedding gifts, valuables, etc.) We recommend that all personal and valuable property be removed directly after the wedding.
- 12.4. Décor and props must be removed by 11h00 on the day following the wedding. Any items not removed within 7 days of being placed in storage will be discarded. Fusion does not accept liability for loss or damage of any item during this period.
- 12.5. Should the Fusion building, surrounding gardens, décor or napery be damaged by the client or clients' suppliers during the set-up or break down operations of the function, the client shall be held responsible and will be billed accordingly.
- 12.6. The customer shall not be entitled to:
Paint, affix or attach any matter to the walls of the function room.
Drive into the walls, floor, partitions, doors of the function room any screws, nails or the like.
- 12.7. Fusion, its employees or any person employed at any wedding will not be held liable for any loss or injury to persons, due to negligence or any other cause whatsoever.
- 12.8. Fusion reserves the right to refurbish and upgrade the venues from time to time.
- 12.9. Fusion, its employees and/or agents will not be held liable for any loss of/or damage to guests' property while utilising this facility, nor will Fusion, its employees and/or agents be held liable for any personal injury sustained, harm caused in whatever manner, or death caused due to personal injuries sustained, harm caused or whatever other cause resulting in death whether the damage, injury, harm or death were occasioned by negligence, gross negligence, or otherwise on the part of Fusion, its employees and/or agents. Minor children remain the responsibility of the parents guardians and must at all times be accompanied by a responsible adult whilst using the hotel/pool deck facilities.
- 12.10. Fusion reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage to, or destruction of the venue by fire, shortage of labour, strikes, industrial unrest, or any other cause beyond the control of Fusion, which shall prevent it from performing its obligations. In these circumstances every effort will be made to find an alternative venue.
- 12.11. The client must confirm all changes and cancellations in writing.
- 12.12. Fusion is not responsible financially, legally or in any other way in the event that a function is cancelled through an act of god or through sabotage.

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13. FUSION CO-ORDINATOR

- 13.1. Your co-ordinator at Fusion works weekdays only. You are more than welcome to email her over weekends and she will contact you on the following Monday.
- 13.2. Please be advised that it is unfortunately not possible for the coordinators to be on duty at your wedding – we have a dedicated banqueting team and your wedding will be run by the banqueting manager, head waiter, waiters and barmen.
- 13.3. Please note that coordinators are not responsible for the placement of décor items or arranging of flowers. Fusion has a dedicated set-up team that will place your menu cards, wine lists and guest favours on the tables as per instruction from the coordinator at an additional fee.
- 13.4. The Fusion coordinator will assist you to confirm all Fusion information for your wedding from the date that you confirmed your wedding up until your wedding day. They will send you payment reminders once they are due and confirm your menu with you. They will book a final appointment with you at least 4 weeks prior to the wedding to confirm all Fusion details for your wedding. Your final and signed off documents will be require 4 weeks prior to the wedding as well as final bar payment.
- 13.5. Please contact reservations directly for room bookings, as this operates as a separate department.
- 13.6. Please ensure that the wedding cake supplier assembles and decorate your cake at the function venue allocate someone to remove the cake stand on the evening and return same directly to the cake supplier. Left over cake cannot be stored at Fusion and a member from your wedding party should ensure collection and removal before departing Fusion.
- 13.7. The final appointment will take place approximately 4 weeks prior to the wedding. Your coordinator will contact you to schedule the appointment. All the finer details for your wedding will be discussed including:
 - 13.7.1. Final set-up requirements;
 - 13.7.2. Floor plan;
 - 13.7.3. Full bar arrangement including pre reception drinks and sparkling wine for toasts and speeches;
 - 13.7.4. Order of events;
 - 13.7.5. Finalization of menu and food tasting; and
 - 13.7.6. Final guest numbers
- 13.8. Please note staff employed at Fusion will not be held liable for lost items left behind in the venue rooms. Please allocate a responsible person to remove your cake knife, seating plan, cake stand, vases, candles etc. From the venue at the close of the evening.
- 13.9. The Fusion coordinator will be able to assist you with a mock up table setting. Should you be supplying you own décor it is the ultimate responsibility of your supplier to ensure that you have notes and photographs should you not be able to be at the venue to assist with the set-up. We can provide full décor service and rentals. The terms and conditions for this can be discussed with your function coordinator.

14. RESCHEDULING OF A DATE

- 14.1. The postponement of a function is considered a cancellation. Please refer to cancellation policy.
- 14.2. The client must confirm all changes and cancellations in writing.

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15. CANCELLATION POLICY

- 15.1. Should the wedding be cancelled by the client for any reason once the deposit has been paid any refund will only be made once the date has been rebooked by another wedding function.
- 15.2. In the event of non-payment of the fees within the time specified, Fusion shall be entitled to cancel a booking, after giving the client written notice giving them seven days to rectify but no later than 14 days prior to the function.
- 15.3. In the event the wedding is cancelled by Fusion, for any reason other than due to the default of the client of the terms of this agreement, Fusion will immediately refund all amounts paid to date by the client.
- 15.4. The client must confirm all changes and cancellations in writing.

16. MARKETING MATERIAL

- 16.1. The client hereby grants Fusion permission to use copies of the photographs and video(s) produced for your wedding under this service agreement, including your image/s, likeness, for marketing and advertising purposes.

17. APPOINTMENTS AND PAYMENT REQUIREMENTS

- 17.1. Fusion accepts cash, Credit card, Debit card and Eft payments.
- 17.2. Your booking will be confirmed on receipt of the completed and signed contract and full payment of the venue hire.
- 17.3. 90 Days prior to the wedding, menus are confirmed and 50% of the food bill full waitron and barmen charges are payable.
- 17.4. 60 Days prior to the wedding, the balance of the food bill is payable
- 17.5. 4 weeks prior to the wedding all outstanding monies, such as bar requirements, need to be settled.
- 17.6. A final appointment will be scheduled 4 weeks prior to the wedding. In the event of non-payment of fees or outstanding fees, the coordinator will not be able to schedule this final appointment.
- 17.7. On check out the day after the wedding the balance of the bar account is settled as well as any possible overtime costs and costs for damages / breakages. This may only be done so with a credit card at the hotel reception.

BANKING DETAILS
STRATOVEST (PTY) LTD
ABSA BANK
ACCOUNT NUMBER : 4068881541
BRANCH CODE: 632005

Should you deposit money directly into our account, please use your date as the reference as follows: (year/month/day/surname/quote number)

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17.8. The customer / authorised representative of the customer, by his/her signature hereto, hereby confirm that he/she is duly authorized, if the information supplied is true and correct. The customer confirms that he/she has read and understood the general terms and conditions and hereby agrees to abide by the terms and conditions as set out in the Fusion general terms and conditions document as referenced herein and hereby binds himself/herself in their personal capacity as surety for all monies owing, arising from this agreement. He/she further confirm that it was explained to him/her that he/she is entitled to have this document translated into a language of his/her choice at his/her expense.

18. JURISDICTION

18.1. Fusion and the client consent to the jurisdiction of the magistrate's court in respect of any action or proceedings which may be brought against either in connection with this agreement, notwithstanding that such action or proceeding should otherwise be beyond such jurisdiction

19. WHOLE AGREEMENT

19.1. This constitutes the whole agreement between the Fusion and the client. No alteration or variation of this agreement will be of any force or effect unless reduced to writing and signed by both parties.

SIGNED AT: _____

TODAYS DATE/YEAR: _____

SIGNED AT: _____

CLIENT SIGNATURE: _____

FUSION REPRESENTATIVE NAME: _____

FUSION SIGNATURE: _____

DATE: _____

WITNESS SIGNATURE: _____

Client Signature