



GRANDE PROVENCE

Heritage Wine Estate

1694

FRANSCHHOEK • SOUTH AFRICA

Grande Provence Main Road, PO Box 102, Franschhoek, 7690 Western Cape South Africa

Telephone: + 27 (0) 21 876 8600 Fax: + 27 (0) 21 876 8601 Email: events@grandeprovence.co.za Website: www.grandeprovence.co.za
Company registration 2003/025157/07

GRANDE PROVENCE FUNCTION TERMS AND CONDITIONS

1. Pricing and Deposits

1.1. Pricing

1.1.1. In regard to payment in foreign currency for functions, the ZAR exchange rate at time of payment will apply. Any bank charges applicable will be for clients own account.

1.1.2. All rates, unless otherwise specified, are inclusive of 15% VAT.

1.2. Deposits

1.2.1. For contracts concluded more than 6 (six) months prior to the event, the following deposits are required to confirm the booking of the venue:

1.2.1.1. 50% of venue hire charge to be paid upon booking confirmation;

1.2.1.2. The remaining total of the venue hire and food and beverage to be paid in full 60 (sixty) days prior to the function to confirm the venue (this will include the final confirmation of final number of people and liquor requirements as well as a confirmation of the itinerary for the conference or function).

2. Payment requirements

2.1. Booking is provisionally secured once the 50% venue hire charge has been paid. Authorization may be given for Grande Provence to deduct a deposit from recognized credit cards.

2.2. Grande Provence will issue a final statement to the client on the day at the end of the function which will be payable upon presentation, without deduction or set off. The cost of all drinks, phone bills and any additional charges must be settled on departure.

2.3. Queries on the final statement will not entitle the client to delay or withhold payment of the balance of the final statement.

2.4. All payments are to be made in cash, credit card or by direct deposit to the account of Grande Provence.

Grande Provence (Pty) Ltd

NEDBANK

Acc: 1498087205

Branch: 198765

Swift code: NEDSZAJJ

2.5. Grande Provence has credit card facilities and can accommodate payments made on budget.



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3. Attendance Numbers

3.1. The final attendance numbers and venue allocation must be made at least 60 days prior to the confirmed function date. A 10% allowance to number changes will be permitted up to 14 (fourteen) days prior to the function. No changes will be accepted to numbers thereafter and Grande Provence will charge for the agreed attendance numbers which must be paid 14 (fourteen) days prior to the function. The charges of the confirmed numbers will still be honored on the day of the function regardless of the number decrease on the given day.

3.2. Additional covers will be charged for at the agreed rate;

3.3. The client is responsible for ensuring the maximum capacity of the venue is not exceeded.

4. Additional Services

4.1. Co-ordination service: A range of support services is available through Grande Provence & recommended suppliers. The services of our management and co-ordination team are available to clients throughout the planning stages of their functions. This service covers ongoing consultation and the final execution of the function. Clients are free to make their own choices outside of our supplier database, should they so require.

4.2. Should clients require Grande Provence to provide quotes, book any extras and co-ordinate or order any additional services an additional 10% service fee will be charged.

4.3. Service providers are required at all times to remain in the venue of operation (i.e. access is restricted to that particular venue only); to wear a visible name tag, or similar, on which their company/employer is also identified; to adhere to all health and safety legislation; to take all measures to prevent any damage and ensure the safety of all persons; and to minimize noise.

4.4. In the event that flower arrangements and/or décor is organized by clients, the client will be held responsible for any damages that might occur. The service provider or any other person appointed and designated by the client will be responsible not only for the punctual set up but also the lighting of candles and checking that the desired ambience is created. Only fresh flower petal confetti is permitted.

4.5. Grande Provence staff are not authorised to assist any service provider or any other person with the carrying or movement of decor or flowers whether before, during or after the function. All decorative items are required to be fire repellent. Grande Provence will not be responsible for décor or flowers damaged or found to be missing during the function or thereafter.

4.6. Decor (including candles) and flowers are to be removed no later than 09h00 the day after the function date failing which Grande Provence will dispose thereof of as it sees fit, and any costs incurred thereby will be for the account of the client.

4.7 Grande Provence will not be held liable for any loss of hired in equipment (ie. Napkins, crockery, candle holders, table linen etc). It is the responsibility of the wedding/ function coordinator to ensure items are all collected.



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5. Provision and operation of standard equipment

5.1. Grande Provence provides certain standard equipment depending on the type of function and venue that the client books. This will be itemized in the client's quote. The provision of Grande Provence's standard - furniture and equipment is at no extra charge. It is the client's responsibility to ensure prior to the function that the equipment to be supplied is satisfactory. Any additional equipment not listed can be hired by clients at an additional charge.

5.2. The standard equipment may only be operated by Grande Provence staff members or its appointed contractor/s.

5.3. Any additional equipment required and to be utilized may only be brought into the venue with prior written approval of Grande Provence management.

5.4. Technician services will be charged on an hourly basis if such services are requested. The hourly rate will depend on the nature of the technical services requested by the client.

6. Food and Beverages

6.1. Menu selection:

6.1.1. A wide variety of choice menus are offered and are served subject to quality and seasonal availability. No food or beverages other than those provided by Grande Provence as part of its catering services may be brought onto the premises for consumption.

6.1.2. Grande Provence is flexible and open to discussion should a client have any enquiries. Menus must be finalised 60 (sixty) days prior to the function. No changes are available on the day of the function.

6.1.3. Grande Provence can cater for special dietary needs. Please ensure that the Head chef and management have been made aware of any allergies that any guest/s may have. Kosher and Halaal meals are outsourced for supply by reputable establishments and may be supplied, upon request at the time of the client's enquiry, at an additional cost. The client must place orders for special meals at least 60 (sixty) days prior to the function. Grande Provence does not take any responsibility for late requests.

6.1.4. Grande Provence reserves the right to have its Head Chef select the menu should the client not meet the deadline for the finalization of the menu.

6.1.5. Grande Provence reserves the right to adjust menu prices and options, subject to availability at the time of the function. Any changes resulting in additional costs will be disclosed to the client as soon as reasonably possible and will be billed to and paid for by the client.

6.2. Beverage Selection:

6.2.1. All prices quoted include VAT and are subject to alteration. The confirmed prices will be supplied on final quotation. All bar prices are subject to change and stock is subject to availability.

6.2.2. Only Grande Provence wines may be served at any function on the Estate. Please see our wine list for prices.

6.2.3. We require clients to brief us not less than 30 days before the function with regard to their requirements for the provision of a cash bar, full bar or wine and malt bar on their account.



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6.2.4. A pre-estimated provision for bar consumption of R 350 per person is included in the quotation for pre-payment. This is an estimate only and will be amended to reflect actual consumption signed off by the client and the client will be liable to pay all such amounts as reflected in the final statement on departure of the function.

6.2.5. Clients are welcome to set a ceiling on the total bar spend for their account. In order to maintain control of this account, we are willing to supply a regular estimation of the bar account during the function.

6.2.6. An updated list of normal bar prices is available on request.

6.2.7. Any changes to the bar requirements at any stage must be confirmed in writing not less than 14 days before the function.

7. Final Arrangements

7.1. All arrangements in respect of the function, the venue and the services must be finalised and communicated in writing to Grande Provence by the client at least 30 days prior to the commencement of the venue hire period.

7.2. Failing such final arrangements, Grande Provence shall be entitled, at its sole discretion, to make the necessary arrangements on behalf of the client, at the client's sole expense.

8. Set-Up and cut off times

8.1. Grande Provence will set up the function venue with our standard settings. Should clients require external suppliers to set up equipment, they must confirm a suitable time with Grande Provence management. All room set-ups must be finalised 30 days before the function.

8.2. All deliveries must be addressed to the Grande Provence Operations Team and must be delivered at a prearranged time prior to the function.

8.3. Changes to the seating and equipment (standard and additional) requested by the client may be charged for by Grande Provence at the cost incurred.

8.4. Screws, nails, panel pins or similar may not be driven into any trees, walls, floors, partitions or doors and the use of Prestik or double-sided tape is prohibited. No painting or gluing is permitted on any surface in any venue.

8.5. No item of equipment or structure of whatever nature may be suspended, leaned against or balanced from any part of any balustrade, pillars, ceiling, light fittings or railings in any venue.

8.6. Plugs, light sockets or distribution boards may not be tampered with in any way.

8.7. Grande Provence's liquor license requires all functions to end by not later than 00h00.

8.8. Parking is available for vehicles on site at no cost. We can arrange transport by luxury minibus from a central point. Costs are negotiable.



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9. Staff

9.1. Waitrons:

9.1.1. In order to ensure the guests' relaxation and comfort during any function, waitrons are employed to attend to their every need. Our recommendation is 1 waitron per 15 guests for a sit down meal and 1 waitron per 20 guests for a cocktail or buffet function.

9.1.2. 12% Service charges or gratuities are added as part of the final food and beverage bill by Grande Provence.

9.2. Additional Staff

9.2.1. Sundays and Public Holidays will include a surcharge per hour per staff member the rate for which is dependent on the size of function and the number of staff used.

10. Grande Provence's rights as regards allocation of venue

10.1. Grande Provence reserves the right, should the need arise, to allocate to the client a venue other than the venue previously allocated to the client.

10.2. In so doing, the nature of the function will be taken into account and, where appropriate and in Grande Provence's discretion, the pricing will be adjusted accordingly.

11. Clients responsible for attendees' conduct

11.1. Grande Provence provides facilities for several functions which may take place simultaneously.

11.2. Clients are accordingly required take all reasonable steps to ensure that all attendees at their function conduct themselves in an appropriate and considerate manner and respect the rights and property of other parties making use of Grande Provence's venues / facilities.

11.3. Grande Provence reserves the right of admission in regard to any employee, guest, agent or other person in connection with any function held at any of its venues / facilities.

12. Cancellation and Postponement by the Client

12.1. Notice of cancellation of a function must be given to Grande Provence management in writing by the client and the reasons for such cancellation must be given therein.

12.2. In the event of cancellation of a function by the client, Grande Provence will be entitled to impose a charge for the cancellation, having regard to the nature of the function; the length of notice of cancellation and the prospects of Grande Provence being able to secure an alternative function for the venue on the function date. In this regard:

- If cancelling 120 days before arrival, forfeit 25% of the venue hire total.
- If cancelling 90 days or less before arrival, forfeit was 50% of the venue hire total.
- If cancelling 60 - 30 days before arrival, forfeit 100% of the venue hire total and 50% of the food & beverage
- Any cancellations after 30 days, forfeit 100% of the venue hire total and food & beverage.



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Cancellations must be done in writing.

12.2.1. In the event of cancellation of the function within the period of 2 months prior to the function date, a cancellation charge of up to the amount paid by the client in respect of the venue hire may be imposed;

12.2.2. In the event of cancellation of the function within a period of 1 month prior to the function date, a cancellation charge of up to the full amount quoted for the function including food charges and special food orders may be charged;

12.2.3. In the event that attendee numbers are reduced by more than 10%, it will be deemed that the client has cancelled a part of the function and the cancellation charge may be imposed up to an amount equivalent to all costs incurred by Grande Provence in respect of that part of the booking that is deemed cancelled;

12.2.4. In the event that the client cancels an order or booking in respect of special order supplies after such order or booking has been placed by Grande Provence, the client will be liable for full payment thereof.

12.3. Postponement of a function by the client will be subject to the following provisions:

12.3.1. If circumstances arise which render it necessary, a client may postpone the whole or any part of the function to an alternative date acceptable to Grande Provence.

12.3.2. The client must as soon as possible give Grande Provence written notice of any intention to postpone, the reasons for the postponement and the proposed date to which such function is sought to be postponed.

12.3.3. The client will be liable to pay all costs incurred by Grande Provence in respect of the booking or the part of the booking that is being postponed. Any amounts paid by the client to Grande Provence as at the date of postponement shall be retained by Grande Provence and shall be applied in respect of the new function date.

12.3.4. The client will not be entitled to postpone a function indefinitely or without a fixed new function date acceptable to Grande Provence and any notice purporting to postpone a function on that basis will be deemed to be a cancellation of the function by the client.

13. Joint and Several liability of clients

13.1. If the client comprises more than one person or entity, the obligations of those persons/entities under the contract and their liability to Grande Provence in respect of any claims arising will be joint and several.

13.2. It is the clients' responsibility to ensure that they are all familiar with the terms of the contract and that they and any of their appointed agents and any attendees of the event comply with such terms.



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14. Grande Provence's right to terminate or cancel the contact

14.1. Grande Provence shall have the right to terminate the contract:

14.1.1. If, in its opinion, the venue cannot be utilised for the intended function as a result of any damage or destruction, or shortage of labour, strikes, industrial unrest, or any other cause beyond the control of Grande Provence. In such event, Grande Provence will endeavour to find an alternative venue. If this is not possible, Grande Provence will refund any amounts paid by the client in respect of the function.

14.1.2. If, in its opinion, the client intends using the venue for a function other than the one specified in the contract; or the function may lead to breach of peace, acts of violence or possible damage to Grande Provence or its venues; or the function may be in contravention of any legislation; or the nature of the function is undesirable; or the client is placed under provisional or final sequestration/liquidation or under business rescue. In such event, Grande Provence will be under no obligation to find an alternative venue and will be entitled to off-set costs incurred by it in preparation for the function against any amounts paid by the client in respect of the function and refund the balance to the client.

14.2. If the client breaches any term of the contract, including failing to make payment of any amount due under the contract within the time specified, and the client fails to remedy such breach within 5 days after receipt of written notice from Grande Provence to remedy, Grande Provence shall, without prejudice to its other rights, have the right to cancel the contract and claim damages for any loss suffered by it as a result of such breach and cancellation. In such event Grande Provence shall be entitled to retain any amounts paid by the client in respect of the function pending the final determination of its damages by a court of competent jurisdiction.

15. Force Majeur

15.1. If Grande Provence is prevented for any reason beyond its control from complying with its obligations in terms of the contract, the client shall have no claim of any nature against Grande Provence arising out of any failure to stage the function.

15.2. Grande Provence shall however, in such event, endeavor to secure alternative facilities for the function.

15.3. Grande Provence shall not be responsible for any interruptions of water, electricity, sanitary services and the client shall have no claim of any nature against Grande Provence arising therefrom.

16. Damage to and loss of Grande Provence property

16.1. Any damage caused to the venue, or damage to, or loss of, furnishings, utensils, art/ sculptures and equipment during the function are the responsibility of and will be made good by the client. The client will be liable for the acts or omissions of all attendees at the function and their respective officers, agents, assistants, employees, invitees or sub-contractors while at the venue, including, without limitation, any damage caused to the venue and/or the facilities and any failure to comply with the client's obligations.



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16.2. The details of any damage and the cost thereof will be recorded in the final statement.

17. Grande Provence's liability

17.1. Whilst reasonable steps will be taken to ensure the safeguarding of the client's property and attendees'; belongings, Grande Provence will not be liable for loss or damage to such property and/or belongings whatsoever (including décor props, wedding gifts, valuables and vehicles). It is recommended that all personal and valuable property be removed directly after the function.

17.2. Grande Provence and its employees or any person contracted by it at any function will not be liable for any injury to persons, whether due to negligence or any other cause whatsoever.

17.3. The client acknowledges that all persons invited by the client to the venue for the function, enter the venue and utilize the facilities entirely at their own risk and that Grande Provence, its officers, employees, agents and sub-contractors shall not be liable or responsible for any loss, liability, damage, accident and/or bodily injury or death arising, directly or indirectly, out of or in connection with the function or the Venue and facilities, save where the loss, liability, damage, accident and/or bodily injury or death was due to the gross negligence of Grande Provence, its officers, employees, agents and sub-contractors or where Grande Provence is liable for such loss, liability, damage, accident and/or bodily injury or death in terms of section 61 of the Consumer Protection Act.

17.4. No advice, recommendations or opinion given in good faith by agents or employees of Grande Provence or third parties associated with Grande Provence shall give rise to claims against Grande Provence.

18. Safety and Security

18.1. The client is required to comply with all existing safety and security legislation which is enforced at Grande Provence.

18.2. The client is required to ensure the safe working practice of any contractors engaged by the client.

19. Confidentiality

19.1. During the period of this contract and thereafter, Grande Provence will maintain confidentiality in respect of confidential information of the client to which Grande Provence has access while assisting with preparing the function.

19.2. Confidential information will include, information concerning the business affairs, research, proposals, projects, finances, properties, methods of operation and any other confidential information relating to the client.

19.3. Grande Provence shall, subject to the foregoing, have the right to publicise past, current and future functions unless specifically requested not to do so by the client.



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20. Client Agents

20.1. Should the client appoint an agent/s to act on behalf of the client in respect of the contract and matters ancillary thereto, the contractual documentation shall be signed by both the client and the agent/s and shall be deemed to have been accepted by and shall be binding on the client and the agent's, who shall be jointly and severally liable, as co-principal debtors, for the due and proper performance by the client of all of the client's obligations under the contract.

20.2. The client's agent/s shall under no circumstances be deemed to be the agent of Grande Provence.

20.3. Payment of any amounts by the client to the agent shall not constitute a payment to Grande Provence.

21. General

21.1. In the event of there being any increased costs or charges in respect of the Venue or the function, including, without limitation, increased Eskom charges, catering charges, etc, Grande Provence reserves the right to adjust the costs accordingly and the client will be liable to pay all such amounts as reflected in the final statement.

21.2. Should there be any increase any related taxes or obligatory taxes (such as tourism levy), Grande Provence reserves the right to increase the quoted rates with a minimum of the tax/levy increase applicable to Grande Provence.

21.3. These terms and conditions relate to matters which may have a financial impact on the parties entering into the contract. A client who is a consumer as defined in the Consumer Protection Act is entitled to the protection afforded to consumers under the Consumer Protection Act.

21.4. These terms and conditions constitute the whole agreement between the parties as to the subject matter contained herein and, no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties, and no addition to or variation of or any waiver of any right arising here from shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

21.5. Should the client wish to use the Grande Provence's name, logo or any form of branding in advertising or promoting the function or on invitations to functions, the Client is required to send the final proof of such material to Grande Provence for written approval prior to going to print.

21.6. The contract shall be subject to the laws of South Africa.

21.7. In the event that any dispute arises between the client and Grande Provence, both parties consent to **the jurisdiction of the Magistrate & #39s** Court notwithstanding that the action or proceedings may otherwise be beyond the monetary jurisdiction of the said court. Nothing herein is intended to preclude either party from taking any dispute to any court, tribunal, commission, ombud or other body of competent jurisdiction.



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ACCEPTANCE OF CONTRACT AND TERMS AND CONDITIONS

[Once completed, please scan and email this and a copy of the deposit slip to the Grande Provence management at events@grandeprovence.co.za to confirm your reservation and quote the reservation/reference number.]

I/We, the undersigned:

(Please print full names of all parties involved)

- Hereby confirm and acknowledge that the conference function sheet and the above Terms and Conditions together constitute this contract;
- Hereby confirm that I/we have read and understand and accept the above Terms and Conditions;
- Hereby authorise Grande Provence to debit the credit card referred to hereunder with the applicable charges and costs pertaining to the function as may be payable by me/us, unless other written arrangements acceptable to Grande Provence for such payment have been made with Grande Provence management.

Credit card holder ID number: _____

Credit card Number Expiry date: _____

CVV number Bank details: _____

Signed by the client at _____ this ____ day of _____.

Client: _____

Witness: _____

Name: _____

Tel: _____

Signed by Grande Provence at Franschhoek this ____ day of _____.

For Grande Provence: _____

Witness: _____

Name: _____

Tel: _____