







## WEDDING AGREEMENT

## ENTERED INTO AND BETWEEN

BRENTON HAVEN (PTY) LTD

(Hereinafter referred to as "Brenton Haven")

And

,	
Physical Address:	
Postal Address:	
Contact numbers:	
Email address:	
	(hereinafter referred to as the "Client")
Please initial each page, o	complete the details, and return the entire document back to Brenton Haven by
email: reservationsmana	ger@brentonhaven.co.za, together with proof of payment to confirm your booking.



Name:

**Identity Number:** 







Client signature:





## A. Important information regarding to the wedding

BRIDE		
Name:		
Identity Number:		
Contact Numbers:		
GROOM		
Name:		
Identity Number:		
Contact Numbers:		
Function Date		
Date & Day of the week:		
Function Ceremony Area Boo	oked:	
Function Reception Area Boo	oked:	
Function minimum numbers	::	_
VENUE HIRE		
Public Holiday or day before	public holiday? Yes/no	
Notes on any special agreem	nents with financial implications:	
	Client signature:	













## **A. INFORMATION SHEET**

Please read and acknowledge the below mentioned information as it forms part of the agreement between "Brenton Haven" and the "Client".

#### 1. VENUE HIRE AND MINIMUM SPEND

Full venue hire is payable together with your signed contract to secure your booking. This will give you exclusive use of the venue for your wedding.

Venue Hire for Public Holidays - Please note that special rates and minimum requirements apply to Public Holidays. All rates quoted are inclusive of VAT.

Dates	Days		Total minimum spent in Butterfly Blu incl Venue Hire
25 January to 23 March 2021	Mon - Thurs	ZAR 10,000	ZAR 48,000
	Fri - Sun	ZAR 15,000	ZAR 90,000
8 April to 10 May 2021	Mon - Thurs	ZAR 10,000	ZAR 45,000
	Fri - Sun	ZAR 15,000	ZAR 75,000
11 May to 9 June 2021	Mon - Thurs	ZAR 10,000	ZAR 25,000
	Fri - Sun	ZAR 15,000	ZAR 50,000
8 July to 31 August 2021	Mon - Thurs	ZAR 10,000	ZAR 20,000
	Fri - Sun	ZAR 15,000	ZAR 38,000
1 September to 15 September 2021	Mon - Thurs	ZAR 10,000	ZAR 40,000
	Fri - Sun	ZAR 15,000	ZAR 70,000
1 October to 7 November 2021	Mon - Thurs	ZAR 10,000	ZAR 53,000
	Fri - Sun	ZAR 15,000	ZAR 78,000
8 November to 14 December 2021	Mon - Thurs	ZAR 10,000	ZAR 58,000
	Fri - Sun	ZAR 15,000	ZAR 85,000

Public holidays will incur an additional charge of R1 000.00 for additional staff costs.

Butterfly Blu Restaurant seats approximately 150 people, depending on the size of the dance floor.

A wedding ceremony can be conducted on the beach – This arrangement needs to be done by the client and for the clients additional cost.

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#### 2. MINIMUIM SPEND

- 2.1 In the event of your number of guests attending your wedding falling below your initial number, Brenton Haven will apply a menu escalated quote per head to reach the same minimum spend. This quote will be an addendum to this contract and the spend may not be less than the quoted value which may not be decreased.
- 2.2 The final number of guests as discussed at the final appointment will be the number charged for unless attendance is greater as detailed above in which case the additional food will be charged for.

#### 3. VENUE

### 3.1 Butterfly Blu Restaurant

Kindly note that the venue is the Butterfly Blu Restaurant and the grass area outside the perimeter of Butterfly Blu Restaurant do not form part of the Venue.

The grass area in front of the Butterfly Blu Restaurant is municipal ground.

The hiring of Butterfly Blu will automatically give you exclusive use of the restaurant.

## Included in the venue hire are the following:

- Stainless Steel Cutlery
  Crockery Setting the tables
  Wine glasses and water glasses
  Serving display dishes
- Chairs and Tables Cleaning afterwards Bar facilities

The above is for 100 people maximum. Additional cutlery, crockery, glassware, display dishes, tables and chairs must be hired at the expense of the client.

Breakages - A Credit Card authorisation form to be completed 30 days before the wedding.

Breakages includes and applies to damage to:

Flooring, ceilings, paintwork, furniture, including tables and chairs, cutlery, crockery, glassware, windows, doors, and any other Butterfly Blu Décor.

The deck area at Butterfly Blu is covered by a louvre system that is not 100% waterproof. Tables might have to be moved to avoid any leaks in the case of extreme weather conditions.

Brenton Haven is a non-smoking venue, allocated smoking areas are available outside.

Rights of admission reserved, this decision will be at the manager's discretion.

All back of house areas are out of bounds to the client and their guests.

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#### **TABLES AND CHAIRS**

Tables	QTY	Description / measurements	Chairs	QTY
2 Seaters	2	0.8m x 0.8m - Plastic Tables	Charcoal Chairs	60
3 Seaters	3	Round Table - Wooden Textured	White wooden chairs	12
4 Seaters	14	0.91m x 0.91m / 14 metal base wooden tops	Natural wooden	18
			chairs	
6 Seaters	8	1.8m x 0.91m - Wooden	Grey Leather Chairs	40
8 Seaters	1	1.04m x 2.19m	White Plastic Chairs	22
10 Seaters	1	1m x 2.48m		

## Butterfly Blu Restaurant do not offer or supply the following:

Butterfly Blu Restaurant do not offer decorative plates, and this should be arranged with your wedding co-ordinator of choice.

Butterfly Blu's Restaurant's serving dishes will be kept in the kitchen during the wedding and will be used to serve the starters, mains and desserts on.

Brenton Haven do not supply decorative materials and their staff do not assist in setting up the décor for the venue, and we recommend that you should ask assistance to form your Decorative Company of Choice.

We do not assist in setting up the wedding ceremony and this should also be arranged with the Wedding Coordinator of your choice.

We do not supply chairs for the wedding ceremony and a Decorative Company or Supplier needs to be contacted.

If the ceremony is going to be on the beach or on the grass area in front of Butterfly Blu Restaurant, a wedding permit will be needed. It will be the responsibility of the wedding couple to contact the Municipality regarding the permit.

If assistance is required for a permit, you are more than welcome to ask Brenton Haven's Wedding Coordinator but he or she will not be held reliable for the wedding ceremony permit.

## 4. ACCOMMODATION

- 4.1 Accommodation discount of up to 40% for wedding or function guests. (Seasonal) www.brentonhaven.co.za
- 4.2 To ensure legal compliance with the South African Immigration Act of 2004 it is necessary for the group rooming list to include the following information for individual guests, who are non-South African residents. Surname / First Name / Passport No. / Residential Status / Residential Address / Home Telephone Number / Mobile Telephone Number / Office Telephone Number / E-mail Address
- 4.3 Rates quoted are per unit per night and due to Brenton Haven being self-catered accommodation, exclude breakfast.

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- 4.4 Check in time is 11:00am for the bride (if unit is available) and 15:00pm for all other guests. A fee of R100 per room is levied should guests wish to check in at 13:00. This is subject to availability.
- 4.5 A 100% deposit confirms the booking, room extras payable on departure at Reception.
- 4.6 Wedding guests to make use of bride's name as a reference when booking to qualify for the special rate.
- 4.7 Guests to book directly with Brenton Haven Beach Front Resort at reservationsmanager@brentonhaven.co.za to receive the 40% wedding discount.
- 4.8 Guests will not be allowed a further 40% wedding discount on top of our yearly promotions
- 4.9 Brenton Haven reserves the right to amend its prices at any time.
- 4.10 Brenton Haven has 35 units in the Beachfront Resort and are reserved based on our terms and conditions which operates on a first pay first confirm basis. No rooms are confirmed prior to the receipt of full payment of your reserved room/s.

#### 5. MENU SELECTION

- 5.1 Brenton Haven offers a menu with a selection of canapes, starters, main courses, and desserts. Clients can select items from each category to make up their wedding menu and meet their budget. All food is plated and served by waiters.
- 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 year.
- 5.3 Children under the age of 8 years will be charged 50% of the menu price.
- 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 amount must be catered for; applicable to 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 amount/selected menu for catering purposes.
- 5.7 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.
- 5.8 Should your actual numbers drop below the confirmed numbers, you will be charged for the guest totals confirmed at the final appointment.

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- 5.9 Brenton Haven strictly prohibits the removal of leftover buffet food and under no circumstances may guests be allowed to remove food from the property.
- 5.10 Menu's are confirmed 90 days prior to your wedding and changes are not possible after your final appointment.
- 5.11 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 Brenton Haven needs to be advised of any special dietary requirements at or before the final appointment.

#### 7. Cake

7.1 Please ensure that the cake supplier assembles your cake and please allocate someone to remove the cake stand ON THE EVENING and return it directly to the cake supplier. Left over cake cannot be stored at Brenton Haven and a member from your wedding party must ensure collection and removal before departing on the evening.

Brenton Haven do not bake or provide Wedding Cakes.

#### 8. Service Fees

8.1 To ensure the guests' relaxation and comfort during any function, waitrons are employed to attend to their needs without the expectation of a gratuity. A service charge is added to the final bill and all of this money will be divided equally between the staff.

Client signature:	











#### 9. Bar Services

- 9.1 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. To maintain control of this account, we are willing to supply a regular update of the bar account during the function.
- 9.2 Bar prices are subject to change without prior notice.
- 9.3 An updated list of bar prices is available on request.
- 9.4 Corkage fee is charged at R50.00 per bottle of wine and R70.00 per bottle of local Sparkling Wine and R250.00 per bottle of French Champagne. Corkage will only be granted on special request for items not stocked by Brenton Haven and must be confirmed by accounts.
- 9.5 Wine orders need to be placed two weeks prior to a function.
- 9.6 Any changes to the bar requirements at any stage are to be done so in writing.
- 9.7 Food and alcohol sales are what generate Butterfly Blu's revenue, thus no food or beverage may be brought into the restaurant. Should guests supply alcohol in the form of "dinky" bottles / party favours and gifts, corkage will be charged accordingly on all bottles.
- 9.8 Cash bar: Should you opt to make use of a strictly cash bar option; any outstanding/unpaid accounts will be automatically transferred to the bride and grooms account. Should the outstanding amount be recouped, the bride and groom will be refunded.

## 10. Set up, CUT Off times and overtime

- 10.1 Set up time is during office hours of 08h00 to 17h00 prior to functions. The ceremony area and venue will be ready / set up 2-3 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.
- 10.2 Brenton Haven does not have a flower storage area; therefore, all deliveries and arrangements need to be made on the day of the wedding.
- 10.3 An overtime rate of R1000-00 per hour or part thereof will be charged after 12am.
- 10.4 Brenton Haven reserves the right to show a Venue to potential customers during the set-up time of all Functions.
- 10.5 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 set-up member of staff will be arranged and charged to your recon at the rate of waitering staff on an hourly basis.

Client signature:	













#### 11. Music and sound levels

- 11.1 Hooting and loud music will not be permitted in public areas.
- 11.2 Music equipment (i.e. your DJ's speakers etc.) may not be set up outdoors.
- 11.3 Our venue has been fitted with a sound monitor to ensure that an acceptable level of sound is maintained during the function.
- 11.4 Restaurant doors and windows will be closed from 22:00 to avoid sound from travelling to neighbouring properties.

## 12. Furniture, Equipment, and Fixtures

- 12.1 The provision of Brenton Haven's standard furniture and equipment as specified in Point 3 is at no extra charge.
- 12.2 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.
- 12.3 No fireworks, lanterns or helium balloons will be allowed on Brenton Haven's property.
- 12.4 No live animals will be allowed on Brenton Haven's property at any time.
- 12.5 Candles may not be placed directly on the linen or tables.
- 12.6 Brenton Haven reserves the right to remove the candles if necessary. Candleholders should be wide enough to ensure no wax damage to the linen or tables. Should Brenton Haven have to provide candle bases, a surcharge will be levied.
- 12.7 No permanent alterations are allowed, including nails or hooks in the walls, roof or frames. Any damage to Brenton Haven's property including linen, beyond reasonable wear and tear will be charged accordingly.
- 12.8 Should you require draping in your venue, Brenton Haven events division will offer the required assistance and quotations. Please note that external draping companies are not permitted to do draping in Butterfly Blu without supervision.

### 13. Risk/loss/damages

- 13.1 No paper confetti, streamers, feathers, rice, or any non-biodegradable items are allowed at Brenton Haven. You are welcome to use flower petals.
- 13.2 If other confetti types are used regardless of the agreement, the client will be charged per hour for additional cleaning staff.

Client signature:	













- 13.3 While Brenton Haven does feature a full backup generator, we shall not be held liable for interruptions of services (water, electricity, sanitary services).
- 13.4 Whilst every precaution will be taken to ensure the safeguarding of your belongings, Brenton Haven 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.
- 13.5 Décor and props must be removed by 09h00 on the day following the wedding. Any items not removed within 7 days of being placed in storage will be discarded. Brenton Haven does not accept liability for loss or damage of any item during this period.
- 13.6 Should the Brenton Haven 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.
- 13.7 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.
- 13.8 Brenton Haven, 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.
- 13.9 Brenton Haven reserves the right to refurbish and upgrade the venues from time to time.
- 13.10 Brenton Haven, 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 Brenton Haven, 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 Brenton Haven, its employees and/or Agents.

Minor children remain the responsibility of the parents/guardians and must always be accompanied by a responsible adult. Children must be entertained at the venue and will not be allowed to run around the property.

- 13.11 Brenton Haven 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 Brenton Haven, which shall prevent it from performing its obligations.
- 13.12 The client must confirm all changes and cancellations in writing.
- 13.13 Brenton Haven 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.

Client signature:
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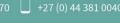


#### 14. Brenton Haven co-ordinator

- 14.1 Your coordinator at Brenton Haven regularly works weekends thus her off days will be during the week, you are more than welcome to contact any of the other coordinators should she not be available.
- 14.2 Please be advised that it is unfortunately not possible for the coordinators to be on duty at your wedding therefore we have a dedicated Banqueting team and your wedding will be run by the Function Manager, Head waiter, waiters, and barmen.
- 14.3 Please note that Coordinators are not responsible for the placement of décor items, bonbonniere, or the arranging of flowers. Brenton Haven has a dedicated set-up team that will place menu cards, wine lists and guest favours on the tables.
- 14.4 While our best attempts are made to have your coordinator present on your wedding day, it can't be guaranteed.
- 14.5 On the wedding day, the coordination team will do the following:
- 14.5.1 Meet the Bride and Groom upon check in.
- 14.5.2 Check on the venue throughout the day and do a final check an hour before the service starts.
- 14.5.3 Oversee the walking into the Ceremony and Reception.
- 14.5.4 Conduct a detailed handover of the file with the Function Manager and Head Waiter and then depart.
- 14.6 The Brenton Haven coordinator will assist you to confirm all Brenton Haven 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 normally book a Final Appointment with you at least 4 weeks prior to the wedding to confirm all Brenton Haven details for your wedding. They will require all your final and signed off documents 2 weeks prior to the wedding as well as final bar payment.
- 14.7 Please ensure that the cake supplier assembles your cake and please allocate someone to remove the cake stand ON THE EVENING and return it directly to the cake supplier. Left over cake cannot be stored at Brenton Haven and a member from your wedding party must ensure collection and removal before departing on the evening.

Client signature:	













14.8 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:

- 14.8.1 Set-up requirements;
- 14.8.2 Floor plan;
- 14.8.3 Full bar arrangement including pre-reception drinks and sparkling wine for toasts and speeches; and
- 14.8.4 Order of events.
- 14.9 Please note staff employed at Brenton haven 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.

#### 15. Rescheduling of a date

- 15.1 The postponement of a function is considered a cancellation. Please refer to cancellation policy.
- 15.2 The Client must confirm all changes and cancellations in writing.

## 16. Cancellation Policy

- 16.1 Should your 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 function. Any discounts passed onto the new booking for Venue Hire or minimum Guest Amount will be deducted from the potential refund. A R1500.00 handling fee will be deducted from any refunds. Should the venue not be rebooked the full payments received will be forfeited.
- 16.2 In the event of non-payment of the fees within the time specified, Brenton Haven shall be entitled to cancel a booking, after giving the client written notice.
- 16.3 If the wedding is cancelled by Brenton Haven, for any reason other than due to the default of the Client of the terms of this agreement, Brenton Haven will immediately refund all amounts paid to date by the Client.
- 16.4 The Client must confirm all changes and cancellations in writing.
- 16.5 COVID-19 Requirements If the wedding date is rescheduled (due to Covid-19 related concerns), the deposit and any money paid to Brenton Haven will be transferred to the new chosen date without penalty to the client. If the new chosen date is more expensive according to the season rates, the client will pay in the deficit. If the new chosen date is less expensive, the deficit will be contributed towards other costs incurred at Brenton Haven, by the transferred amount from the previous date.
- 16.6 The above Covid-19 related concerns might arise from a potential travel ban restricting the bride and groom and guests from attending the wedding. Also an alcohol ban would be an associated reason for rescheduling the wedding date. Along with this would be a possible limit on attendee numbers allowed for a wedding gathering causing a postponement.

Client signature:	













### 17. Marketing Material

17.1 The Client hereby grants Brenton Haven permission to use copies of the photographs produced for your wedding under this service agreement, including your image/s, likeness, for marketing and advertising purposes.

## 18. Appointments and Payment Requirements

- 18.1 Brenton Haven operates on a cashless basis, only credit, EFT and debit cards will be accepted for pre-payments. This form of payment reduces the risk of theft and therefore provides a much safer environment for Guests and Staff.
- 18.2 Your booking will be confirmed on receipt of the completed and signed contract and full payment of the venue hire.
- 18.3 Three months prior to the wedding, menus are to be confirmed and 50% of the food bill.
- 18.4 Two months prior to the wedding, the balance of the food bill is payable.
- 18.5 Two weeks prior to the wedding all outstanding monies, such as bar requirements, need to be settled.
- 18.6 A final appointment will be scheduled 4 weeks prior to the wedding. In the event of non-payment of fees, the coordinator will not be able to schedule this final appointment.
- 18.7 All bar bills will have to be settled on the evening of the wedding. Breakages are payable the following morning and this may only be done so with a credit card at Reception.
- 18.8 Brenton Haven reserves the right to charge interest at Standard Bank prime lending rate plus 15% on any outstanding payments.

## 19. Banking details

**Brenton Haven (PTY) LTD** 

**Standard Bank** 

Account number - 241 255 694

Branch number - 055 534

Swift Code - SBZA ZA JJ

**EFT reference: (Year/Month/Day/Surname)** 

Client signature:		
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19.1 The customer / authorised representative of the Customer, by his/her signature hereto, hereby confirm that he/she is duly authorised, 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 Brenton Haven's 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.

## 20. Authority

20.1 Brenton Haven and the client consent to the authority 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.

### 21. Whole Agreement

21.1 This constitutes the whole agreement between the Brenton Haven 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:	Today's Date /Year:
Client Name:	Client Signature:
Brenton Haven Representative Name:	Brenton Haven Signature:
Date:	Witness Signature:
	Client signature:













## **CHECKLIST**

# Wedding date:

ACTION REQUIRED	DATE REQUIRED	RECEIVED
Signed contract	Immediate	
Venue hire	Immediate	
Menu selection	3 months before wedding	
50% of food bill	3 months before wedding	
Remainder of food bill	2 months before wedding	
Final appointment - scheduled	1 month before wedding	
Credit card authorisation form	1 month before wedding	
Floor plan / order of events	1 month before wedding	
Wine / beverages order	2 weeks before wedding	

Additional notes:





