



**POLO ROOM**  
**AT THE INANDA CLUB**

TERMS AND CONDITIONS



079 492 3863



/thePoloRoom



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[www.thepoloroom.co.za](http://www.thepoloroom.co.za)



**Thank you for considering The Polo Room as your preferred venue, we are pleased to advise the following:**

## **Costing**

### **1. Venue Hire**

- 1.1. Venue hire for The Polo Room is R65 000 exclusive of Vat @ 14%.
- 1.2. This offers you complete exclusivity of The Polo Room and the terrace area for the duration of your event.

### **2. Bar & Beverage**

- 2.1. The bar is based on consumption or limit as arranged. A cash bar is available on prior request.
- 2.2. Corkage is payable by prior arrangement with management only. Corkage is limited to 1 bottle of red wine and 1 bottle of white wine per 10 guests and 1 bottle of whiskey (limited to Johnny Walker Black) or French champagne per 10 adults only. All other beverages are to be supplied by The Polo Room. Corkage prices available on request.
- 2.3. Coffee and tea is supplied by The Polo Room, and will be charged on consumption as part of the Bar Bill, or it can be included in the menu price by prior arrangement.
- 2.4. All beverage prices are subject to change and will be charged for at the current price listed, available prior to your event.
- 2.5. All wines are subject to availability.

### **3. Service Staff**

- 3.1. Front of House Manager: R325,00 per hour
- 3.2. Head Waiter: R160,00 per hour
- 3.3. Service: R110,00 per hour per waiter / barman / drinks waiter
- 3.4. Waiters are charged at a minimum of 4 hours for the function
- 3.5. One waiters are allocated per 20 guests for a finger luncheon or cocktail party and one waiter per table of 10 guests for a plated breakfast, lunch or dinner. The Number of bar men required is calculated on a ratio of 1 barman per 50 guests.
- 3.6. Additional waiters will also be required for Cash bars and Waiter stations. This will be calculated on a ratio of 1 waiter per 50 guests
- 3.7. Final Numbers for the event to be confirmed 10 working days prior to the event and staff will be allocated accordingly
- 3.8. The cost of waiters is subject to change based on actual hours worked
- 3.9. Please be advised that waiters are in at least one hour prior to your guest's arrival and depart approximately one hour after the last guests have left

### **4. Breakage and Loss Fee**

- 4.1. A non-refundable breakage and loss fee of R1500 excluding vat for cutlery, crockery & glassware will be charged on all functions.



- 5.2. Set up on the day of the function is from 10h00 to 17h00, should you require set up prior to 10h00, 10% of the quoted venue hire will be levied per hour or part thereof thereafter. Should you wish to have alternative times, please arrange this with your co-ordinator.
- 5.3. An amount will be deducted from the venue damage deposit if BWOM is required to re set a function partly or completely due to (a) audio-visual crew, (b) any other type of crew setting up, by moving tables around or (c) changing of the floor plan by the client for any reason. This is time consuming and staff are not always available to reset the venue.
- 5.4. Room set up and layouts must be finalised and given to BWOM a minimum of two (2) weeks prior to the event.
- 5.5. A sound attenuated generator must be supplied by the client if bringing in AV equipment requiring high voltage. This must be parked in the designated area. The Polo Room will be able provide 60Kva generator upon request.
- 5.6. Other additional costs that could be expected: floral, decor, entertainment and photographer. Should the event / service / chuppah be hosted outdoors in the gardens, provision is to be made for outdoor chairs and any other specific requirements relating to the event outdoors.
- 5.7. All figures quoted exclude VAT at 14%.

## **6. Included in Venue Hire**

- 6.1. The Polo Room Banqueting area consists of the following: The Polo Room banqueting room and the terrace area.
- 6.2. A lovely range of white linen. It also includes silver cutlery, white crockery and elegant glassware for 400pax. We provide round tables, tiffany chairs (indoors only) as well as 6 cocktail tables for the patio.
- 6.3. Dance floor, podium and an easel.
- 6.4. Secure parking is provided by The Polo Room.

## **7. Suppliers**

- 7.1. Please refer to the Approved supplier list who we work with at The Polo Room, any deviation from the list must be cleared by The Polo Room.
- 7.2. Please ensure that any supplier you choose to make use of, clears all their items from the venue that night. This includes all flowers and decor items. The Polo Room does not take any responsibility for any of these items nor do we accept flowers to be collected the following day. All flowers will be discarded on the evening of your function if no specific arrangement has been made.
- 7.3. Mock-up of the table decor, with the respective florist & supplier, can be arranged at the venue. Please contact your co-ordinator to set up an appointment for this.
- 7.4. Tables are set for 10pax, unless otherwise requested. Please advise of set up arrangements and times as well as the programme of events / running order for the function
- 7.5. A list of suppliers must be handed to your coordinator one week before set up begins and all suppliers must report to management before any work commences.
- 7.6. No smoke machines or confetti guns are allowed in the venue. This is non-negotiable



## **8. Full Kosher or Halaal Catering Events**

- 8.1. We charge a surcharge of R135 per person (for functions over 250 guests) and R155 per person (functions under 250 guests) excluding VAT for all strictly Kosher or Halaal functions.
- 8.2. Should you require special kosher or halaal meals for a select few of your guests, the price per person for these meals will be confirmed with you the week before the function.
- 8.3. Please refer to our approved suppliers list for Kosher caterers we work with at The Polo Room.
- 8.4. Included in the venue hire is a lovely choice of damask table linen & napkins in White. It includes elegant glassware, round table and tiffany chairs (indoors only). Dance floor, podium and secure parking are also included.
- 8.5. The venue hire does not include Kosher cutlery and crockery.
- 8.6. All additional hiring on your behalf will be for your account and will be subject to a 10% handling fee. This excludes any shortages or damages.
- 8.7. Other additional costs that could be expected: floral, decor, entertainment and photographer. Should the event / service / chuppah be hosted outdoors in the gardens, provision is to be made for outdoor chairs, and any other specific requirements relating to the event outdoors.

## **9. Venue hours**

- 9.1. Please note that our bar will close at 12h30 due to restrictions in our liquor license. Music to be turned completely off at this time also.
- 9.2. Strike of the event will commence no later than 1am.

## **10. Outdoor Restrictions**

- 10.1. Please be advised that due to the fact that The Polo Room is situated in a residential area, no amplified outdoor entertainment is permitted.
- 10.2. Should the function involve a fireworks demonstration, permission has to be granted by the local municipality and ourselves prior to confirmation of the event.

## **11. Members**

- 11.1. Inanda Club members will be granted a discount as follows:
  - 11.1.1. 10% Food Discount (On By Word of Mouth catering only).
  - 11.1.2. 10% Venue Hire discount.
  - 11.1.3. 5% Beverage Discount (Corkage will not be allowed on the discounted rate)
- 11.2. Discount will be granted to individual/private membership – not corporate membership
- 11.3. Discount is not applicable to reciprocal club members.
- 11.4. Membership details must be disclosed before event is confirmed, for the discounts to apply.



## **12. Payment Policy**

- 12.1. To effect confirmation, 100% of the Venue Hire is required. Payment is to be received within 14 days from the date of invoice, alternatively we will assume the booking is no longer required. However should we be in possession of a signed contract the cancellation fee, as per management's discretion, will still be applicable.
- 12.2. 50% of the balance payable (together with 50% of the cost estimate, for waiters, beverages and 50% on any additional requirements) is due 60 days prior to your function. The remaining balance of all costs is due 30 days prior to your function.
- 12.3. However should the booking be confirmed within 60 days of the function date, 100% of the cost estimate is payable.
- 12.4. The final invoice will be reconciled after the function, for which payment is required within 7 working days of receipt thereof.
- 12.5. Failure to do so will result in the account being handed over for legal collection, together with all costs associated therewith.
- 12.6. Should your account be in credit, you will be reimbursed accordingly within 14 working days after the function.
- 12.7. Should you wish to settle your account by credit card; a surcharge of 7% of the total amount being settled will be applicable.
- 12.8. Should you wish to settle your account by means of a cash deposit, a surcharge of 1,6% of the total amount being settled will be applicable.
- 12.9. Interest on all outstanding amounts shall accrue interest at prime +2 from the date of the event until the date of payment.
- 12.10. Visa, Master Card, American Express and Diners Club accepted, by prior arrangement. Debit cards are not accepted.

## **13. Cancellation Policy**

- 13.1. 50% of the securing deposit will be refunded if a function is cancelled one hundred and twenty (120) days before the function.
- 13.2. No refund will be given if the function is cancelled less than one hundred and twenty (120) days prior to the function.
- 13.3. Re-imbursalment of deposit monies paid will be under Management's discretion in the event the date cancelled is sold again.
- 13.4. Should the deposit be invoiced and unpaid you will still be held responsible for the payment thereof.
- 13.5. BWOM 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 / event by fire, shortage of labour, strikes, industrial unrest, or any cause beyond the control of BWOM, which shall prevent its obligations. In these circumstances every effort will be made to find an alternative venue.
- 13.6. For changes to be valid the client / agent must confirm all changes and cancellations in writing, signed and dated by your co-ordinator.
- 13.7. All postponements will be regarded as a cancellation and therefore the cancellation clauses above will apply.



#### **14. Quantum of persons and dietary requirement**

- 14.1. The client shall, in writing, inform the Supplier by no later than 10 (ten) days prior to the day of the function of
  - 14.1.1.the total number of persons who shall attend the function; and
  - 14.1.2.any special dietary requirements for persons attending the function
- 14.2. In the event that:
  - 14.2.1.the number of persons increase within the 10 (ten) day period prior to the date of the function, such additional persons shall be charged for at a rate of 150% (one hundred and fifty percent) per person of the quoted menu price in terms of the quotation.
  - 14.2.2.The number of persons decrease within the 10 (ten) day period prior to the date of the function, then and in such an event, the client shall remain liable for the original amount of persons which the Supplier have been requested to cater for at the function.

#### **15. Limitation of Liability:**

- 15.1. The Supplier shall not be liable for damage or loss of goods which have been supplied by the client to the Supplier and accordingly, the client indemnifies the Supplier against all and any claims in respect thereof.
- 15.2. The Supplier shall not be liable for any damage or injury caused during the provision of the services by whatsoever nature and howsoever arising and/or suffered by the client or any person attending a function, and the client indemnifies and holds the Supplier harmless against any such damage and/or injury that may be suffered by the client, any person attending the function. Shall not be liable for any damage caused to any vehicles belonging to the client and/or other third parties except insofar as the damage is caused intentionally or the Supplier is grossly negligent in causing such damage
- 15.3. The Supplier accepts no liability for any loss, damage or consequential loss caused by the Supplier's failure to perform its obligations, whether the failure is due to negligence on the part of the Supplier, its officers, its employees or sub-contractors or due to any other causes. Neither the Supplier, its members, officers, employees or sub-contractors shall in any way, manner or form be liable under any circumstances for any loss or damage of any nature, including loss of profits, loss of business, or for any indirect, special, incidental or consequential damages of any kind in respect of these terms and conditions or otherwise, even in the event that the Supplier has been advised of the possibility of damages.
- 15.4. The Supplier shall not be liable for any losses arising out of a result of the interruption of utilities, (water, electricity, sanitary) before, during or after the provision of the services.
- 15.5. Should any part of the interior or exterior of the property be damaged during the set-up, duration or breakdown of the function, the client shall be held liable.
- 15.6. The Polo Room, its employees or any person employed at any function will not be held liable to any loss, or injury to persons, due to negligence or any other causes whatsoever
- 15.7. Menu prices are subject to change without prior notice, depending on availability of stock or sudden price increases.



## **16. Force Majeure**

16.1 The delay or failure to comply with or breach any of the terms and conditions contained herein if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake or the perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, lockouts, blockage, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of the like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other. Should either party be prevented from carrying out its contractual obligations by force majeure, by no later than 7 (seven) days prior to the function, the parties shall consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of 7 (seven) days thereafter, either party shall be entitled to terminate the agreement forthwith on written notice and both parties shall waive any and all claims, if any, against each other.

## **17. Cession**

17.1. The Supplier shall be entitled to cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of these terms and conditions without the prior written consent of the client having been obtained.

## **18. Breach**

18.1. Should any party commit an irremediable material breach or a remediable breach of any material provision of this agreement and fail to remedy such breach within 7 (seven) days after receiving written notice from any other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights in law, to cancel the services of the defaulting party or to claim specific performance of all the defaulting party's obligations whether or not such obligation would otherwise then have fallen due for performance, in either event without prejudice to the aggrieved party's right to claim damages insofar as the terms and conditions herein allow for same

## **19. New laws and inability to perform**

19.1 If any law comes into operation subsequent to the signature by the client of these terms and conditions, which law affects any aspect or matter or issue contained in these terms and conditions, both the Supplier and the client undertake to enter into negotiations in good faith regarding a variation of these terms and conditions in order to ensure that neither these terms and conditions nor the implementation thereof constitutes a contravention of such a law.

19.2 If the Supplier or the client is prevented from performing any of its obligations in terms of these terms and conditions as a result of any existing or new law or as a result of any event beyond its reasonable control, whether or not foreseeable, including general power failures, breakdown of telecommunication, networks or computers, political intervention, sanctions or insurrection, it shall not be liable for any failure to perform its obligations under these terms and conditions while such event persists.



## **20. Governing Law**

20.1 The validity and interpretation of these terms and conditions will be governed by the laws of the Republic of South Africa.

## **21. General**

21.1 These terms and conditions constitute the sole record of the agreement between the parties.

21.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

21.3 No addition to, variation, or agreed cancellation of these terms and conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties.

21.4 No indulgence which any party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

## **22. Variation**

22.1 No addition to or variation, consensual cancellation or novation of these terms and conditions and no waiver of any right arising from these terms and conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

## **23. Relaxation**

23.1 No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder, and no delay or leniency in the enforcement of any right of any party arising from these terms and conditions, and no single or partial exercise of any right by any party under these terms and conditions, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from these terms and conditions or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

23.2 A signed copy of the terms and conditions will form the basis of the contract between It's a Matter of Taste CC T/A By Word of Mouth (BWOM) registration number 1994/022600/23 and the client / agent for the use and functions held at The Polo Room at the Inanda Club.

23.3 These documents are to be returned to BWOM upon acceptance of the quote.

On acceptance of the above quotation, it is recommended we schedule a time convenient to all to finalise the necessary details. Should you have any further queries please do not hesitate to contact me.





On acceptance of the above quotation, it is recommended we schedule a time convenient to all to finalise the necessary details. Should you have any further queries please do not hesitate to contact me.

Sincerely,

Please be advised that this quotation is valid for 7 working days only, thereafter all prices are subject to change at our discretion and any provisional booking made will be cancelled.  
Facilities may change at our discretion.

Acceptance of quotation and conditions    Signed: \_\_\_\_\_

Please print name: \_\_\_\_\_ Company: \_\_\_\_\_

Please complete to facilitate invoicing and payment:

Att: Laura Will  
Accounts Department  
Fax: (011) 553 7666  
Tel: (011) 553 7687

Invoicing Details  
Name/Company

Name  
Email  
Person responsible for payment  
Purchase Order #:  
Postal Address  
Cell Number  
Telephone Number  
Fax Number  
Contact Person in accounts  
Vat Registration Number  
Type of function:  
Number of Guests  
Function Date:  
Date Booked:

Please Indicate Payment Method  
Credit Card    Cheque Bank Deposit    Electronic Transfer

Credit Card Details to secure balance of payment:  
Credit Card Type (Master, Visa or Amex)  
Credit Card Holder  
Identity Number or Passport Number  
Credit Card No  
Please furnish last 3 digits on the back of the card  
Expiry Date