

TERMS AND CONDITIONS

April 2024

These Terms and Conditions supersede all previous Terms and Conditions published before 1 April 2024, whether via email, on our website, included in any portfolios, or any other source whatsoever

CONFIRMING YOUR BOOKING, PAYMENT TERMS AND CANCELLATION POLICY

1. To confirm your booking, a signed copy of this Terms and Conditions document is required. Once the signed contract has been received together with deposit payment, the booking will obtain confirmed status. However, by making payment, regardless of the amount paid, you confirm that you have read and understand the contents of this document and confirm agreement thereto and that these Terms and Conditions will be legal and binding.
2. Our payment terms and conditions and cancellation policy is as follows and in the event of non-payment within the specified time frame, Hakunamatata Estate & Venue shall be entitled to cancel your booking without notice.

<p>Accommodation and Spa bookings: Cancellation and Early Check-Out Policy:</p> <p>Within 7 days prior to check-in – NO REFUND Within 8 to 20 days prior to check-in – 50% REFUND Within 21 and more days prior to check-in – 75% REFUND</p> <p><i>Should you decide to check-out early or reduce the number of nights originally booked, no refund will be due to you unless your stay is for longer than 7 days, in which case the above cancellation policy applies after the first 7 days.</i></p> <p><i>Refunds may take up to 14 working days to process</i></p>	<p>Accommodation and Spa Payment Terms:</p> <p>Full payment required upon booking</p> <p>Reservations will only be held for 48 hours, after which your booking will automatically be cancelled should payment not have been received.</p>
<p>Conference bookings: Cancellation and Reduction Policy:</p> <p>Within 14 days prior to event – NO REFUND Within 15 to 30 days prior to event – 50% REFUND Within more than 30 days prior to event – 75% REFUND</p> <p><i>Should you decide to reduce the number of days originally booked for your conference, or the number of delegates originally booked, no refund will be due to you unless we are made aware of these changes no less than 5 working days prior to the start of your conference.</i></p> <p><i>Refunds may take up to 14 working days to process</i></p>	<p>Conference Payment Terms:</p> <p>50% deposit required within 48 hours of quote having been received</p> <p>Full balance payable no later than 14 days prior to conference</p>

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Weddings and Functions:	
Initial Payment	R5,000 Payable to Hakunamatata Estate & Venue This initial payment will secure your event date with Hakunamatata Estate & Venue and is non-refundable should you cancel your event. You may postpone your event by up to 6 months from the initial date, provided we receive 21 days' notice <i>(Non-refundable in the event that you should cancel your event)</i>
Progress Payment	50% of Total Amount Outstanding Payable to Hakunamatata Estate & Venue 3 Months prior to your event, 50% of the total amount outstanding is to be paid <i>(Non-refundable in the event that you should cancel your event)</i>
Catering First Payment	25% of Catering Invoice Payable to Guinevere's Fine Foods 3 Months prior to your event, 25% of the total catering amount to be paid <i>(Refundable in the event that you should cancel your event)</i>
Catering Second Payment	25% of Catering Balance Payable to Guinevere's Fine Foods 1 Month prior to your event, 25% of the total balance of catering amount to be paid <i>(Refundable in the event that you should cancel your event)</i>
Final Payment	Balance of Total Amount Outstanding Payable to Hakunamatata Estate & Venue and Balance of Catering Invoice Payable to Guinevere's Fine Foods 15 Days prior to your event, the final number of guests is to be confirmed. This will determine the final balances payable. Should you decide to postpone or cancel your event after this date, unfortunately you will forfeit all payments made to date since food orders will be placed at this stage. <i>(Non-refundable in the event that you cancel or postpone your event)</i>
NOTE:	Should your booking be made out of the above timeframes, (for example; should you book your event 2 months prior to the date of the event), all payments up to that date are to be made upon booking and before the next payment due date as per the above payment schedule.

- For booking of conferences, weddings or functions, this Terms and Conditions document is to be read in conjunction with the latest Portfolio pertaining to the event and by signing this contract, you confirm that you have obtained a copy of the latest Portfolio and fully understand and accept the contents thereof.
- Accommodation and spa bookings are to be paid for in full on making reservations unless accommodation is included in or added to your conference, wedding or function package, in which event the payment terms and conditions for your event will apply. Please note that our accommodation is on a first come, first serve basis and is not reserved or guaranteed until paid for in full.
- Upon departure, all amounts outstanding needs to be settled before leaving the property, including but not limited to meals or beverages consumed, any breakages or damages incurred during your stay or cleaning charges in excess of the normal level of cleaning.
- The following credit cards are accepted: American Express, Visa and MasterCard.
- All cash payments made at Hakunamatata Estate & Venue will be subject to a 3% administrative handling fee. This fee covers Hakunamatata Estate & Venue's handling fee as well as bank charges for deposits.
- All payments have to clear in our bank account before check-in of accommodation and spa or before any conference or event can take place.

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9. All EFT and cash deposits are to be made into the following bank account:

Account Name:	Hakunamatata Estate & Venue
Bank:	First National Bank
Account Type:	Cheque
Account Number:	63049421067
Branch Name:	Featherbrooke Village
Branch Code:	250 741

GENERAL

10. Upon entering the property, our security will request the name and surname, ID Number and vehicle registration number of the driver of the vehicle. This procedure is to protect your valuables, particularly your vehicle.
11. A copy of your ID document/passport will be taken upon check-in and the necessary forms need to be completed. No check-in is permitted without our front office having obtained copies of these documents.
12. Our office hours are from 08:00 to 17:00.
13. Check-in time for accommodation is between 14:00 and 17:00 on day of arrival unless prior arrangements have been made with management. Should you be arriving after 17:00, please inform us of your ETA to avoid problems with check-in. Absolutely no check in after 17:00 will be permitted without prior arrangements having been made with our office staff in writing. Your key will then be left with security, but only by arrangement and only if payment has been received for your booking.
14. Check-out is by no later than 10:00 on day of departure. By prior arrangement, a levy of R650 will be charged for late check-out until no later than 12:00. Late check-out without prior arrangement will be charged as an additional night.
15. Accommodation rates include breakfast which is non-refundable and non-transferable.
16. Breakfast is served in the restaurant between 08:00 and 10:00. Should you require an earlier breakfast (between 06:30 and 08:00), please advise us timeously.
17. Lunch and dinner can be enjoyed in the restaurant. An a la carte menu is available.
18. Lunch is served between 12:00 and 15:00.
19. Dinner is served between 17:00 and 20:30. Our kitchen closes at 20:30. Please note that these times may differ for your event, the times of which will be discussed with you and stipulated on your function sheet.
20. All accommodation, spa and venue hire prices are subject to change without prior notice.
21. All menu items and prices are subject to change without notice.
22. Halaal and Kosher meals carry an additional surcharge.
23. Special dietary requirements are to be advised no later than 7 days prior to arrival.
24. Should lunch form part of a package booked, i.e. conferences and functions, these meals will be provided as per the package.
25. A 10% gratuity will be added to your bill for tables of 6 people or more.
26. All food and/or beverage bills are to be settled in full on day of consumption and before close of business on the day.
27. All food and beverage bills have to be settled at the restaurant with the waiter on duty. Our kitchen and Bar is outsourced and payment is therefore made directly to Guinevere's Fine Foods (Pty) Ltd.
28. Hakunamatata Estate & Venue is a fully licensed establishment - no alcohol may be brought onto the premises for consumption. All beverages have to be purchased through our bar.
29. Corkage will be charged at R60.00 per bottle of wine and champagne only.

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30. Room service can be arranged with an additional fee of R30 per room visit.
 31. Loss of room key will result in a charge of R850.00 for the replacement key and lock.
 32. The pool area is for the exclusive use of our Spa and Inhouse guests.
 33. Pets are not allowed on the property.
 34. Our rooms, venues and restaurant are all non-smoking. There are designated open-air smoking areas in the garden and on the Terrace. There will be a special cleaning fee of R2,500 payable on departure to launder the curtains, carpets and upholstery should you smoke in our rooms or indoor venues.
 35. Gift vouchers, specials and promotions are only valid for the time period stipulated.
 36. Gift vouchers may not be redeemed for cash.
 37. All seasonal specials or special rate agreements are non-commissionable.
 38. Right of admission is reserved at all times.
 39. The client shall not be entitled to assign this booking to any third party to utilise the company's facilities without the company's prior written approval.
 40. Hakunamatata Estate & Venue reserves the right to postpone any booking forthwith and without liability on its part in the event of any damage or destruction of the venue by fire or any other cause, any shortage of labour or food supplies, strikes, lockouts or industrial unrest, or any cause beyond the control of the company which shall prevent it from performing its obligations in connection with any bookings in its establishment.
 41. Hakunamatata Estate & Venue does not accept liability for loss or damage to any item of property, howsoever such loss or damage occurs.
 42. Hakunamatata Estate & Venue does not accept liability for injury to you or your guests on the premises due to negligence, over-indulgence or any other cause.
 43. During your stay or on departure, you agree to be liable for any damages to the room/venue/spa and/or missing or broken items. You agree to be liable for the cost of repairing the damages or replacement of the item/s in the room/venue/spa. You are allowed 1 hour from your time of arrival to report any damages and/or missing items, after which we will consider the room/venue/spa to be in perfect condition.
 44. In the unlikely event of there being a breach of this contract, requiring legal intervention, the party in breach will pay the fees associated with this intervention.
 45. Agreement to changes of the above terms and conditions will only be valid if reduced to writing and signed by both parties.

SPA BOOKINGS AND VOUCHERS

46. Appointments are subject to availability.
47. Appointments are only confirmed upon receipt of payment.
48. Kindly arrive at least 30 minutes prior to your scheduled appointment time to complete the necessary documentation and change into the required garment.
49. Late arrival will result in a reduction of treatment time whilst the full treatment fee will still apply.
50. Prices are subject to change without prior notice.
51. Please ensure that you have brought your bathing suit.
52. Spa vouchers are valid for a period of 6 months from date of issue.
53. Please note there is no rand value for treatments or packages on our vouchers. Vouchers are valid for treatments booked at the price at time of purchase. The voucher holder will therefore be responsible for any difference in price in treatments.
54. The same cancellation policy applies to voucher holders as that pertaining to spa bookings.
55. Vouchers are not transferable and may not be redeemed for cash.
56. Misplaced vouchers will not be replaced.

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57. Vouchers must be redeemed at one visit and may not be split, transferred or carried over.
 58. Bookings of voucher holders which have been postponed twice will result in the voucher being invalid.
 59. Expired vouchers will not be honoured.

CONFERENCES

60. The client will notify Hakunamatata Estate & Venue not less than seven (7) working days prior to their conference of the confirmed number of delegates. This will be the number used to finalise your catering arrangements. All accounts, including the bar limit and any other pre-arranged expenses, are to be settled in full seven (7) days prior to the event. Should your expected number of delegates decrease after this seven (7) day period, no refund will be forthcoming.
61. If more delegates than the original amount paid for arrive, the client will be charged the same conference rate per extra delegate.
62. Half day conferences are either from 08:00 to 12:00 or from 13:00 to 17:00 with lunch generally being served between 12:00 and 13:00.
63. Use of conference facilities for full day and 24-hour conferences is from 08:00 to 17:00.
64. An overtime fee of R1,000.00 per hour or part thereof will be charged for the use of the conference facilities before or after the timeframes stipulated above.
65. Any additional charges such as copies, faxes, excessive data usage and any other conference services provided, will be charged for separately and are payable on departure.
66. Conference lunch menus are set by our inhouse caterer, Guinevere's Fine Foods and are at their discretion at all times.
67. Buffet, set and plated menus will be decided upon by Guinevere's Fine Foods.
68. Should the client need to postpone their conference, Hakunamatata Estate & Venue will agree to this postponement subject to the timeframe not exceeding 6 months and subject to us having received at least 14 days notice of such postponement. All monies paid will be allocated towards your postponed booking date. The new date for the conference is subject to availability . Should our rates have increased within this 6-month period, your invoice will be adjusted to the new pricing.

WEDDINGS AND FUNCTIONS

69. The client will notify Hakunamatata Estate & Venue not less than fifteen (15) days prior to the wedding or function of the confirmed number of guests that will be attending the event. This will be the number used to finalise your catering arrangements and on which the final payments will be calculated. Should your expected number of guests decrease after this fifteen (15) day period, no refund will be forthcoming.
70. All catering and beverages will be quoted on and invoiced directly by our inhouse caterer, Guinevere's Fine Foods (Pty) Ltd and all food and beverages will be paid directly to them.
71. Hakunamatata Estate & Venue and Guinevere's Fine Foods reserve the right to increase the price of our menus in accordance with market related pricing and fluctuation in food prices from suppliers. The client will immediately be informed in the event of price increases.
72. Should any menu item no longer be available, for whatever reason, the client will be notified as soon as possible. Changes to your menu selected may be made by Hakunamatata Estate & Venue and Guinevere's Fine Foods up to 24 hours prior to your event. This would be in situations where food items are unavailable due to a pandemic such as bird flu or where food items are imported and therefore not readily available. The food item/s not available will be replaced with alternative menu items.
73. Should any function or wedding guest fail to settle their bar bill or any amount owing to Hakunamatata or Guinevere's Fine Foods, the organiser of the event and/or bride and groom and/or person signing this Terms and Conditions Document, will be liable to settle any outstanding bills.

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74. The venue will be available to you for a period of eight (8) hours from the start of the function (from arrival of your guests). Cut-off time is strictly at 24:00 and no overtime may be granted after this hour.
75. A surcharge of R2,500.00 per hour or part thereof is applicable after the initial 8 hour period of your event. Additional hours need to be arranged and paid for prior to your event.
76. Please refer to your Function or Wedding Portfolio for the amount of waiters provided for your event. A 10% waiter gratuity will be added on all menu options and bar bills for functions.
77. The latest Functions and/or Wedding Portfolio will indicate what the venue hire is, what is included in the venue hire and is not included in the venue hire. Please ensure that you have received the latest version of our portfolio.
78. All décor, draping and special effects is to be discussed with our events coordinator before your function. We reserve the right to not allow certain items, fixtures, fittings, hazardous materials, or the like on the premises.
79. Please note that no sparkles, Chinese lanterns, confetti, streamers and glitter will be permitted. Please check with your events coordinator what is and is not allowed to avoid disappointment.
80. Should the venue be available for you to use the day before (or part thereof) for decorating, flowers etc., arrangements must be made with management. All decorations and other accessories brought in from service providers or arranged by the client, must be removed the night of the event unless special arrangements have been made with management.
81. Should the client need to postpone their wedding/function, Hakunamatata Estate & Venue will agree to this postponement subject to the timeframe not exceeding 6 months. Should the timeframe exceed the 6 month period, all monies paid will be forfeited. The new date for the event is subject to availability and all monies paid will be allocated to the new date. Should our rates have increased within this 6-month period, your invoice will be adjusted to the new pricing.

Kindly initial each page of this document, complete your details below and sign. Please return this document via email to reception@hakunamatata.co.za

COMPANY NAME: _____

CONTACT PERSON: _____

DATE OF CHECK-IN/EVENT: _____

ESTIMATED NO. OF GUESTS: _____

TODAY'S DATE: _____

CLIENT SIGNATURE: _____