



Bookings Terms & Conditions

Thank you for choosing Mistico Equestrian Centre. Your booking constitutes a formal agreement to hire venue facilities on these terms and conditions. Please note that our venues are booked in advance and last minute cancellations do not always allow us the opportunity to re-book venues for replacement clients. These terms and conditions have been designed to clarify the arrangement between us. Your attention is specifically drawn to clause 3 regarding our cancellations policy. If you have any questions, please contact the person handling your booking for any further information.

1. Your booking

Your booking is confirmed once you have returned the signed terms and conditions together with your deposit within 3 working days of receipt, or by the date stated on the attached letter. Failure to do so may result in the space being released. You represent and warrant that the information you have provided re your booking is correct. For credit/debit card bookings your booking is confirmed once you have paid by credit/debit card and cleared funds on your credit/debit card have been credited to our account. You represent and warrant that the information you have provided re your booking is correct.

2. Cost and Payment Terms

A. Costs

1. The costs for the use of the venue and services and the provision of catering services are set out in the quotation and the costs shall be paid to Mistico
2. The costs are based on the number of guests and the venue/s and or services stipulated in the quotation.
3. All additional costs and expenditure requested by the client or their agent shall be for the clients account.

B. Deposits

1. The following payments are required in order to confirm a booking with Mistico, 50% of the full value of the quotation payable within 3 days of signing the quotation and Terms and Conditions, the balance shall be settled at least 15 business days prior to the Venue hire period.
2. Any additional amounts or charges incurred after the above payment has been made shall be settled no later than 7 working days after the date of the final account or invoice in respect of such additional expenditure.

C. Payments

1. Mistico will issue a final account 7 working days to the Client and or the Agent of the event hire period.
2. Mistico does not accept cheques

3. Catered Costs calculated on guests numbers

To enable us to prepare properly for your event, please send us the final numbers you expect together with a list of guests, names and details of any scheduled visitors or guests no later than 15 working days prior to the date of hire of the space.

4. Food and Beverages

1. No food and beverages other than that supplied by Mistico or agreed agents as part of catering services may be bought onto the premises for consumption.
2. Menus must be finalized 14 working days before the event
3. A provision for bar consumption is provided for in the quotation. This is only an estimate and will be amended to reflect actual consumption signed off by the client and or agent will be liable to pay such amounts as reflected in the final account.

5. Cancellations or amendments

Whilst we appreciate that numbers can vary, unless we receive written notice of any reduction or increase in numbers no later than 15 working days prior to your hire of the space, we shall assume that the number stated in the booking contract is correct and shall tailor our preparations accordingly. If you need to cancel the event or decrease the number of guests due to attend, cancellation fees will be charged if written notice is not given 15 days prior to the event. The notice period becomes effective on receipt of that confirmation.

6. Damage

You are responsible for the space allocated to you during your event. Any damage to your allocated venue or their contents (or any other part of our venues) incurred as a result of your or your invitees' (or representatives of either) acts omissions or negligence will result in a charge based on (i) the costs of repair and (ii) the value to us of any subsequent loss of business or trade or other commercial activity suffered by us.

7. Client Property

Whilst all reasonable efforts are made to ensure our premises are safe and secure, we do not accept any liability for any theft, loss or damage to clients' and visitors' property.

8. Agents booking on your behalf

Agents booking on their own account must disclose the name of the guest/company that the booking relates to. The agent acknowledges it has full legal responsibility for the booking and the debt incurred in the event that the company does not honour the booking. Where an agent requires a purchase order number or similar reference number for every event and the agent or client has not supplied one before the date of the event we reserve the right not to honour the event booking.

9. General

- i. Neither party will be liable for any delay in performing or failure to perform our respective obligations (other than a payment obligation) under these terms and conditions due to any cause outside their reasonable control. Such delay or failure will not constitute a breach of these terms and conditions and the time for performance of the affected obligation will be extended by such period as is reasonable.
- ii. Our liability under these terms and conditions shall not exceed 100% of all monies payable by you under the signed booking contract
- iii. In the case of death or personal injury our liability shall be without limit.
- iv. Any variation in these terms and conditions must be agreed by us in writing and signed by an authorized official of Mistico. Any changes by you to these terms and conditions without our prior written consent shall not be binding on us.
- v. In the event of a breach of these terms and conditions causing damage or nuisance to our neighbours, or our having reasonable grounds for fearing such damage or nuisance, we reserve the right (i) to require you or your invitees (or

representatives of either) to leave the venue; (ii) to terminate the event immediately (in which case the full amount will be payable) if the noise or nuisance cannot be controlled at an acceptable level and the offending party refuses to leave; (iii) to disconnect electricity supplies to noise producing or audio visual equipment; and (iv) to cancel any further bookings which you have made (irrespective of whether you have paid a deposit)

- vi. Mistico reserves the right of admission and the right to refuse access to the facilities and the Venue to any person(s) at its sole discretion.
- vii. Should the Client wish to use Mistico's logo or any form of Mistico's branding in advertising or promoting the event or on invitations to the event the client or Agent is required to send the final proof of such material to Mistico for approval prior to going to print,
- viii. These terms and conditions shall be subject to the laws of the Republic of South Africa
- ix. In the event of a dispute arising between the Client and or the Agents and Mistico, all parties consent to the jurisdiction of the Magistrates court notwithstanding that the actions or proceedings may otherwise be beyond the monetary jurisdiction of the said court.

Signed at _____ on this day of _____ 20 ____

Name _____

Designation _____

Signature _____