



BOUTIQUE VENUE

GENERAL TERMS & CONDITIONS

1. Introduction

These terms and conditions relate to issues which may have a financial impact on the parties entering an agreement for the use of the venue, facilities and catering services offered and provided by Candlewoods Boutique Venue. Prior to the commencement of any Event, the Client and/or the Agent (on behalf of the Client) shall be required to acknowledge acceptance of the Invoices/Quotation and the Terms and Conditions as set out hereunder and to make the required payment; failing which the Venue may, but shall not be obliged, to proceed with the Event. Notwithstanding the above, these terms and conditions shall apply to all Invoices/Quotations issued by the Venue, whether or not the Invoice/Quotation and/or Terms and Conditions are formally accepted by the Client and/or Agent. The Terms and Conditions shall become legally binding upon agreement thereto and the Venue shall be entitled to enforce same against the Client and/or Agent in the event of any dispute arising in respect hereof. These Terms and Conditions shall be governed by and interpreted in accordance with the law of the Republic of South Africa.

2. Definitions

- a) **“Client”** refers to the event owner, person or company owning and/or managing the Event and entering an agreement with the Venue, including any representative acting on its/their/his/her behalf.
- b) **“Confirmed reservations”** indicates that the Client has paid the deposit, signed the Booking Confirmation Form and accepted the Terms and Conditions.
- c) **“Deposit”** means the non-refundable, unless specifically determined otherwise by these terms and conditions, amount specified in these terms and conditions, payable by the Client to the Venue to secure the booking of an event.
- d) **“Event”** refers to a specific function held on a specific date or period as specified in the agreement and/or Booking Confirmation Form.
- e) **“Guests”** refers to any person in attendance of the Event, including delegates and invitees.
- f) **“Management”** refers to any person/people managing the Venue, being duly authorised to do so.
- g) **“Set-Up”** refers to the period when the Client is preparing for the Event on the venue’s premises.
- h) **“Terms and Conditions”** means this document, update as and when necessary.
- i) **“Venue”** refers to Candlewoods Boutique Venue, including all immovable property situated on the grounds.

CANDLEWOODS KERK TRADING (PTY) LTD t/a CANDLEWOODS BOUTIQUE VENUE

1769 Candlewood Lane, Candlewood Country Estate, Louwlandia Ext. 34, Centurion 0157

Email: venuemanager@candlewoods.co.za

Cell: 072 645 3232 | Fax: 086 238 4874

Reg no: 2008/021920/07 | VAT no: 4050 257 577

www.candlewoodsvenue.co.za

3. Event Times

a) Event set-up may take place either one day prior to the event or on the specific day. All set-up requirements are subject to availability and practicality.

b) **In respect of all Events:**

The following cut off times apply to the removal of all belongings, décor, flowers or equipment from the Venue:

Breakfast Functions:	13H00
Brunch Functions:	15H00
Lunch Functions:	18H00
Dinner Functions:	10H00 on the day following the Event.

The following closing times must be adhered to and are non-negotiable:

Bar Closes:	23H30
Music Stops:	00H00
Venue Closes:	00H00

Should the Client and/or Guests fail to vacate the premises on or before the stipulated times, additional charges may be incurred by the Client.

Exceeding the stipulated closing times as above, will result in the Client being liable for a penalty fee of R2 000.00 per hour.

c) **In respect of weddings:**

If approved by management, set-up of Banqueting hall and Chapel can take place one day prior to the Event at a time to be confirmed with management.

The Banquet Hall and Chapel will only be available two (2) hours before the Event starts. Upon the Client's request, the premises can be opened four (4) hours prior to the Event at an additional cost of R500.00 per hour.

The Client hires the Banquet Hall and Chapel for a total of nine (9) hours or until midnight, whichever comes first.

d) **In respect of conferences:**

Conferences will start at **08H00** and end at **17H00**, unless otherwise agreed by management.

It is the Client's responsibility to confirm specific start, break, lunch and end times on the conference detail sheet.

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4. Provisional Reservations

All reservations are considered provisional until deposit confirmation has been received. Provisional reservations will be reserved for a period of seven (7) days only, after which the booking will be considered cancelled without any notice to the Client. Thereafter the Venue will be made available to other clients.

5. Confirmation

The provisional reservation will only be confirmed once the Client has completed, signed and returned the **Booking Confirmation Form**, together with the deposit proof of payment. All agreements must be committed to in writing. No verbal agreements whatsoever will be accepted by management.

6. Deposit & Payment Structure

- a) Depending on the package, the following deposit is required to secure a reservation:
- **Conference:** 50% deposit
 - **Candlewoods Chapel:** 50% deposit
 - **Banqueting Hall:** Venue hire + R3 000 refundable breakage deposit
 - **Chapel & Banqueting Hall:** Venue hire + R3 000 refundable breakage deposit
- b) Payment of the outstanding balance of the quoted/invoiced amount is due and payable:
- **In respect of conferences:** No later than seven (7) days after the Event
 - **In respect of weddings:** No later than fourteen (14) days prior to the Event
 - **In respect of all other Events:** No later than fourteen (14) days prior to the Event
- Should the full payment not be received by the required date, the Venue reserves its right to cancel the event and retain all payments already received.
- c) Conferences over weekends will be subjected to a higher rate than usual, to be confirmed by management.
- d) The breakage deposit is refundable seven (7) days after the Event. All other deposits are non-refundable.
- e) The only accepted payment methods are debit card, credit card or direct bank transfers. No CHEQUES or CASH will be accepted.
- f) By paying the deposit the Client automatically accepts the Venue's Terms and Conditions.
- g) The Venue reserves its right to change prices without any notice to clients.
- h) All additional costs and expenditure for additional services and facilities requested by the Client shall be for the Client's account, unless specifically agreed otherwise. The Client

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agrees to pay the Venue such additional fees or changes on presentation by the Venue of an invoice in respect of such additional expenditure.

- i) If there are any amounts outstanding from a previous Event, no new reservations from a specific Client will be confirmed, until all amounts owed are paid in full.
- j) The Quote/Invoice number must be used as reference when making any payment to the Venue and the proof of payment e-mailed to venuemanager@candlewoods.co.za.

7. Bank Details

Account name: Candlewoods Kerk Trading (Pty) Ltd
Bank: ABSA, Centurion
Account number: 407 674 3804
Branch Code: 63 2005
Reference: Quote / Invoice number

8. Wedding Coordinator

- a) Should the Event be a wedding, the Venue will include the services of a wedding coordinator.
- b) The Client will be allowed two (2) meetings with the wedding coordinator after the reservation has been confirmed and prior to the wedding.
- c) All communication with the wedding coordinator must be done by the bridal couple. No communication from family members and/or friends on behalf of the bridal couple will be accepted, unless stated otherwise and approved by management.

9. Confirmation of Number of Guests

- a) In order for the Venue to co-ordinate and cater for an Event with efficiency, it would require the number of guests and other information:
 - **In respect of conferences:** No later than three (3) days prior to the Event
 - **In respect of weddings:** No later than seven (7) days prior to the Event
 - **In respect of all other Events:** No later than seven (7) days prior to the Event
- b) Confirmed numbers may not be less than 90% of quoted numbers. The Client shall be charged for the confirmed or actual number of guests, whichever is greater.
- c) The DJ, Photographer/s and any other suppliers attending the Event must be included in the final guest count. If this is not adhered to, the extra cost will be for the Client's account.
- d) A minimum of 15 Guests per **conference** is required.

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- e) A minimum of 50 Guests per **wedding** is required.
- f) The Client is responsible for ensuring that the maximum capacity of the Venue is not exceeded.

10. Changes

- a) All arrangements must be finalised and communicated to the Venue by the Client as per paragraph 8a above, failing which the Venue shall be entitled, at its sole discretion, to make the necessary arrangements on behalf of the Client, at the Client's sole expense.
- b) No changes whatsoever may be made three (3) days or less prior to the Event.
- c) The Venue reserves the right to decline any such request.

11. Last Minute Bookings

If the Venue accepts bookings after the cut-off date, the full costs will be due and payable by the Client upon acceptance of the booking by the Venue, failing which the Venue reserves its right to refuse access to the facilities.

12. Cancellations

- a) All cancellations must be done in writing.
- b) **In respect of conferences:**
 - If a confirmed reservation is cancelled within seven (7) days or less of the Event, the Client will be liable for 100% of the total amount quoted.
 - If a confirmed reservation is cancelled more than seven (7) days prior to the Event, the Client will be liable for 50% of the total amount quoted.
- c) **In respect of reservations of the Chapel and/or Banquet Hall, including weddings:**
 - If a confirmed reservation for the Chapel is cancelled, the initial confirmation deposit will not be refunded.
 - If a confirmed reservation for the Banquet Hall, including the bronze/silver/gold packages, is cancelled within sixty (60) days or less of the Event date the Client will forfeit 100% of the deposit amount.
 - If a confirmed reservation for the Banquet Hall, including the bronze/silver/gold packages, is cancelled more than sixty (60) days prior to the Event date, 50% of the deposit amount shall be forfeited.

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13. Postponement

- a) Postponement for **conferences** will only be considered if advised in writing at least fourteen (14) days prior to the Event and a date is re-scheduled within a period of sixty (60) days from the initial date, subject to availability and approval by management. If the aforesaid is not adhered to, cancellation fees will apply.
- b) Postponement for **all other Events** will only be considered if advised in writing at least thirty (30) days prior to the Event and a date is re-scheduled within a period of sixty (60) days from the initial date, subject to availability and approval by management. If the aforesaid is not adhered to, cancellation fees will apply.
- c) Should a wedding be postponed for any reason whatsoever, the Venue will only re-allocate the amounts paid to it to the new date, once the original date has been rebooked by another Client.
- d) Only one (1) postponement will be allowed per Event.
- e) The Venue reserves the right to cancel any Event that does not proceed on the postponed date and retain all amounts already paid.

14. Termination/Unavailability of Venue

- a) The Venue reserves the right to terminate this contract without prejudice to its rights if:
 - The Client fails to comply with, or breaches the Terms and Conditions;
 - The Client fails to affect the required payments on or before the due dates or fails to arrive for or stage the Event at the specified times;
 - The Client intends using the Venue premises for an event other than the one agreed upon and/or specified in the agreement and Booking Confirmation form;
 - The Event may lead to breach of peace, acts of violence or possible damage to the property and its contents;
 - The Event contravenes any legislation or statutory regulations;
 - The Client is placed under financial sequestration, liquidation, judicial management or bankruptcy.Should termination occur in any of the circumstances, the Venue will retain any amounts already paid and shall be entitled to claim the full Venue Hire Costs as termination fee.
- b) In the event of a breach of contract, and at the discretion of the Venue, the parties agree to the jurisdiction of the Magistrates Court.
- c) In addition, the Venue reserves the right to cancel or postpone any confirmed booking, at any time prior to the commencement date, forthwith liability on its part to the Client, any suppliers, Guests or invitees, in the event of *force majeure* including, but not limited to: war, civil unrest, natural disaster, strikes, terrorism and any other unforeseen circumstances that may lead to the facilities not being available for functions. In such an event, the Venue

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will make an alternative date available for the hosting of the Event and/or refund the deposit and amounts already paid by the Client to the Venue less any expenses that the Venue may have had to incur prior to the function date. No party shall have any further claims against the Venue in the event of such termination.

- d) The Venue takes no responsibility for outdoor Events and the Client remains responsible for any costs that may result due to a change in the weather that may affect the arrangements for the Event.

The Venue cannot be held liable should it be unable to fulfil any of its obligation towards Clients and/or Guests due to unanticipated interruption to electricity, water or sewage to or from the property. In the case of a power failure the Venue can provide a back-up generator, the reasonable running costs thereof to be paid by the Client.

- e) The Venue will take all reasonable steps to minimize disruption and discomfort to Clients and/or Guests under these conditions.

15. VAT

All prices quoted/invoiced are inclusive of 14% VAT.

16. Outstanding Bar Balances

- a) Outstanding balances must be settled in full prior to departure on the Event date.
- b) Any amounts remaining unsettled after departure will be subjected to interest at a rate of 20% pa for every day outstanding.
- c) Credits due to the Client will be refunded within seven (7) days after the Event.
- d) In the event of any Guest not paying for his/her private obligation before departure, the Client agrees to make payment on their Guests behalf.
- e) The Venue will not be held responsible for any budgets that are exceeded.

17. Breakages

- a) The Client will be liable for all breakages or damage of any kind and the Venue reserves the right to charge the Clients account with the related amount.
- b) These breakages may include, but are not limited to, such items as fixtures and fittings, furnishings, utensils, glasses, crockery as well as to the Venue, premises or property or those items (movable or immovable) contained within.
- c) The Venue reserves the right to withhold the breakages deposit until assessment of

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damages have been made.

- d) Prior to vacating the premises, the Client must ensure that the Venue is left in its original condition.
- e) Repairs impacting on the availability of the Venue may result in additional costs being charged to the Client.

18. Hired Equipment

- a) All equipment and smalls hired in for the Event must be delivered at a time agreed with management and collected the day after the Event. In the event that this falls on a Sunday, the collection may take place on the Monday/Tuesday, subject to confirmation by Management.
- b) All items left on the premises for longer than three (3) days will be considered unwanted and discarded of in the appropriate manner.
- c) The Venue, its staff or management will not be liable for any loss of or damage to equipment hired in for the Event.
- d) The Venue does not take any responsibility for damages and/or losses should flower arrangements not be removed by the Client immediately after the Event.
- e) Due to limited storage space, the Venue will only accept deliveries of flowers and/or hired equipment one (1) day prior to the Event.
- f) Empty boxes and all other moving equipment must be removed immediately, as the Venue does not have adequate space to accommodate the storage thereof.
- g) Data projectors will be provided in the daily conference rate at no extra cost. The data projectors remain the property of the Venue and any damages and/or loss suffered during the Event will be for the Client's account.
- h) Should a Client wish to bring their own data projector and/or other equipment, they may do so at their own risk and the Venue takes no responsibility for storage.

19. Menus

- a) **In respect of conferences:**
 - Guests will be provided with a two-course lunch, limited to one (1) meat option.
 - An additional cost of R180.00 per person for Halaal meals will be applicable.
 - Each conference package includes two (2) × 500ml bottles of mineral water per Guest.

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- b) **In respect of all other functions, including weddings:**
- Clients must adhere to the various menu options available.
 - No changes will be allowed unless by approved by management.
 - An additional cost of R180.00 per person for Halaal meals will be applicable.
 - Suppliers will receive only a main meal at a reduced price if required by the Client and subject to final approval by management.
- c) Leftover food will remain the property of the Venue due to Health and Safety Regulations. No food may be removed from the Venue and/or premises.

20. Bar & Corkage Fee

- a) The Venue is fully licensed and offers a full bar service at competitive rates.
- b) The Client to confirm the choice of an open or cash bar.
- c) Bar prices may change at any time without prior notice to the Client.
- d) The Client can bring in their own table wine, but are **limited to 3 x 750ml bottles per table**. A corkage fee of **R60.00** per bottle will be payable to the Venue.
- e) Under no other circumstances may any alcohol be brought into the Event and/or premises, unless specifically permitted in terms of the Terms and Conditions.
- f) If any alcohol is brought to the Event by the Client and/or Guests, other than mentioned above in paragraph 19d, the Client will forfeit their breakage deposit and be liable for a fine in the amount of R2500.00.

21. Service staff

- a) All service staff, including barmen and waiters, will be hired in for the Event.
- b) The Client will be charged R650.00 per waiter and/or barmen for the Event. The Venue reserves the right to adjust the price at any stage without notice to the Client.
- c) The Venue reserves the right to decide the number of barmen and/or waiters required, dependant on the number of Guests.
- d) Waiters are not allowed to take any orders for drinks and Guests must order from the bar directly, unless agreed otherwise with management.

22. Non-optional services and/or services providers:

- a) The Client is obliged to make use of the following services and/or service providers of the Venue:

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- The Venue's In-House Caterer must be used for the catering of the Event.
No food may be brought into the Venue by the Client or Guests, except for one cake should the nature of the Event justify same.
- b) Should the Venue's designated service providers, for whatever reason, be unavailable for the Event, the Venue reserves the right to select another service provider of its choosing.
- c) The Client may bring their own DJ, with the agreement that he/she uses their own equipment and that a sound check will be performed during the week before the function – date and time to be confirmed by management. The Client will be responsible for any damages that may occur.

23. Optional services and/or services providers:

- a) The Venue can provide the following services and/or service providers at an additional cost:
 - Flowers
 - In-House Décor Company available to design and provide décor to the Client.
- b) Should the Client wish to make use of the optional service and/or service providers, delivery and collection will be free of charge.

24. Décor

- a) All decorations need to be approved by management prior to the Event to ensure no damage is done to the Venue.
- b) The Client must confirm the exact day and time of décor delivery and collection with management.
- c) Once the reservation has been confirmed, the Venue will set-up two (2) mock tables for the Client at no extra cost. Further requests will be subject to an additional fee.
- d) The placement of chair covers over and/or on chairs are strictly forbidden.
- e) Candles are not allowed to be placed directly on any surfaces in the chapel or banquet hall. The Client must ensure that candleholders are wide enough to prevent wax from dripping on to any of Venue's furniture or floors.
- f) It is entirely the Client's responsibility to take the necessary precautions to avoid any damage and/or loss to the Venue. The venue reserves the right to remove any decoration, should the necessary precautions not be taken by the Client.

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- g) Only bio-degradable confetti is allowed. No paper confetti, streamers, feathers or polystyrene are allowed at the Venue. Flower petals, lavender, bubbles and rice are allowed.
- h) No permanent alterations are allowed on the structure, walls, roof or window frames.
- i) Should any damage be caused during, alternatively because of, the Event, the Client will forfeit the breakage deposit paid. Should the damages amount to more than the breakage deposit paid, the Client will be invoiced accordingly. Alternatively, should the damages amount to less than the breakage deposit paid, the Client will be refunded accordingly less a 10% handling fee.
- j) Please be advised that all decorations must be removed from the chapel immediately after the Event. The Venue does not accept liability for loss or damage of any item during this period.

25. Smoking

There is a designated smoking area. No smoking is allowed in any other area or on the patios.

26. Viewing of the Venue

- a) Viewings can take place only by appointment with the manager/co-ordinator.
- b) Appointments can be made at the following contact details: Cell number: 072 645 3232
E-mail: venuemanager@candlewoods.co.za / venue@candlewoods.co.za.
- c) Once a reservation has been confirmed, Clients will have two (2) viewings for friends and family free and charge and subject to availability to be confirmed by management.

27. Candlewoods Guest House

Availability of accommodation at the guesthouse is not guaranteed. Please ensure that you book the accommodation with the guesthouse reception well in advance to avoid disappointment. Discount on accommodation can be arranged should the entire guesthouse be booked by the Client and/or Guests for the Event.

28. Accessibility

- a) The Venue is wheelchair friendly and management will endeavour to take all reasonable steps to accommodate Guests with special needs.
- b) The Client may use of the Venue's golf cart on the day of the Event. This is not included automatically and needs to be arranged with management.

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29. Disclaimer

- a) The Client shall, always comply with the existing safety and security legislation, which is enforced at the Venue and is legally required to ensure the safe working practice of all its employees, contractors and agents.
- b) The Client shall be liable for acts or omissions of the Client, the Guests 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 above obligations.
- c) The Client acknowledges that all persons invited by the Client to the Venue for the Event, enter the Venue and utilise the facilities entirely at own risk and that the Venue, its owners, 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 Event or the Venue and its facilities, howsoever arising, including any loss, liability, damage, accident and/or bodily injury or death directly or indirectly due to any negligence on the part of the Venue, its owners, officers, employees, agents and sub-contractors.
- d) The Venue does not accept any responsibility for wedding gifts and it is the sole responsibility of the Client to control the handling thereof.

30. Joint and Several Liability

- a) If the Client is made up of more than one person, those persons shall be jointly and severally liable to the Venue in terms of this agreement.
- b) It is the Client's responsibility to ensure that they are familiar with, and comply with, the information contained in the agreement, Terms and Conditions and Booking Confirmation form.

31. General

- a) Right of Admission to the Venue and/or premises strictly reserved. The Venue does not permit any firearms, dangerous or illegal substances on the premises.
- b) The Venue reserves the right to amend any of the Terms and Conditions, without notice to the Client.
- c) These Terms and Conditions constitutes the whole agreement between the parties between the parties as to the subject matter hereof 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 or variation of or any waiver of any rights arising

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from these Terms and Conditions shall be of any force or effect unless reduced to writing and signed by all parties or their duly authorized representatives,.

- d) The Venue reserves the right to claim, from the Client, any loss and/or expense incurred, whether incurred as a direct or indirect result of any instruction from the Client, whether verbal or in writing, and in the course of any provisional and/or confirmed reservation.

Candlewoods Boutique Venue has dedicated Coordinators to bring elegance, quality and personal attention to your function.