

Terms & Conditions

Thank you for choosing to book with **Yellow Submarine Trading Cc trading** as **Eden's Gate**, a **Licensed** and Accredited **Wedding Venue** facility.

We look forward to welcoming you and shall try to provide you with Quality and Top notch service at all times. By making this booking you are entering into an **"agreement"** with us.

Please read our Terms and Conditions below and the Compliance Regulation and Protocols pertaining to COVID-19 that will be enforced.

Please note that we have the right to change our Terms & Conditions at any time without informing you as our client and hence it is your responsibility to ensure that you are aware of our Terms & Conditions at all times.

1. Wedding Venue

Eden's Gate Wedding & Function Venue just above the Trout Dam.

2. Venue maximum capacity

Eden's Gate – 200 persons inside and 150 person outside on the deck.

3. Booking Confirmation and Confirmed Reservation

The Venue Booking Payment is the deposit confirmation of the booking and reservation of your Wedding or function date indicated on your reference on payment. Your making payment is a confirmation of the acceptance of our "Terms and Conditions" as set out in this document. Upon receipt of your full venue hire payment this then confirms your reservation for the date and is a Secure Booking. This Booking Confirmation will serve as Proof of Booking at Eden's Gate for whomever requires such Confirmation for travel purposes.

4. COVID-19 Compliance Regulations

All Guests / Visitors / Passengers / Clients (GVPCs) will be required to complete a Medical and Travel declaration. This will be on arrival/check-in as appropriate. Special screening station scan will be set up just before or after entrances, at the front to facilitate.

All GVPCs must complete the form, not just the contracting party. This means all passengers in hired cars, people sharing bedrooms etc. must complete the declaration.

A standard form for this and ensure it is POPI compliant. The completion and acceptance of the form acts as access acceptance into a facility.

While the declaration must be signed on arrival/check-in to ensure it is up to-date, we may opt to ask some/all of the questions on booking/reservation and may suggest that high-risk individuals might want to postpone their trip, or they could decline such reservations.

1. Declaration form includes

- General health, chronic and other conditions, and medication
- Physical impairments
- Symptoms prior 30 days
- Smoker status and fitness level
- COVID-19 history
- COVID-19 status disclosure signed-off
- Record of trip – full current trip itinerary (past and future) for tracing
- Recent travel history other than this trip – 1 month
- Next of kin/friend not travelling with you: name and contact details
- Nationality
- ID or passport number
- Travel insurance declaration and proof (international guests).

2. Temperature monitoring

Temperature of all GVPCs will be taken on arrival/check-in etc. For multiple-day stays, daily temperature should be recorded (when arriving or departing the premises each day). For all other experiences longer than 2 hours, leaving the facility, temperature must be retaken and duly recorded.

3. Guest / visitor / passenger / client PPE

GVPCs will be required to wear masks except when:

- Inside apartment
- While eating or drinking

Acceptable masks are cloth masks, surgical masks and N95 respirators. It will be expected that GVPCs will have their own cloth masks.

We shall stock a spare supply of surgical or cloth masks, which can be provided to GVPCs at a cost should you not have your own mask(s). If you do not have your own masks for a multiple day stay, then multiple masks could be provided at a cost.

There is limited information on removing masks to eat and drink. Recommended practice is to use a flat brown paper bag or other cloth bag which the mask will slide into. The bag should be marked on one side "outside" and the outside of the mask should always be against that side of the bag.

4. Hands

GVPCs will be required to sanitise their hands, on initial arrival at the door/entrance gate. You will be required to self-administer from a dispenser but observed by the owner.

For apartment guests and other GVPCs, shoe sanitising on entry with spray, wipes or stepping in dip tray will be required, and use of walk-off mats on arrival to sanitise shoes/feet is mandatory.

Thereafter sanitisers and wipes for GVPCs to use will be available for pens, credit cards, phones, wallets, purses when used, and for changes in situation e.g. entering, or leaving a facility. GVPCs hand sanitiser will be widely available throughout our establishment and facilities.

Appropriate non-touch bins available for disposal of wipes everywhere wipes are provided.

5. Decor, Equipment and or Luggage

Decorator or Guests must handle their own décor luggage to move it into or out of, the trucks or vehicle, and it will not be touched by staff.

5. Prices

The price of the venue hire will be in accordance with your **email discussion with info@edensgate.co.za** and calculated based on the month and season of the booking.

6. Total Venue Value

Total Venue value is the price quoted for the venue, chapel and all our décor excluding flower, decorator, DJ, food, drinks, Alcohol, staff and any other services.

7. Venue Hiring period.

Eden's Gate wedding venue and chapel is hired out for a 9 hour period only up until 12pm at night and after 12pm there after a fee of R1500/hour is charge.

8. Pets

We do not allow pets at Eden's Gate unless requested and approved in writing by the manager of Eden's Gate.

9. Acceptance of children

We welcome children of all ages.

10. Cancellation and insurance

When making a booking at **Eden's Gate**, your booking will be secured by the **deposit** (venue hire) that you pay for your reserved wedding or function date.

If, in the event you need or want to **cancel your booking**, our **cancellation fee** and **cancellation policy** will come into effect and is calculated as a percentage of the **Deposit** amount namely:

- More than 12 month notice – 100% of the deposit.
- Less than 8-12 month notice – 50% of the deposit.
- Less than 6-8 month notice – 20% of the deposit.
- Less than 6 month notice – 0% of the deposit.
- All cost incurred to make refund (e.g., commissions, credit card charges and bank charges) will be at the expense of the client and will be deducted from the refund and a 15% admin fee will be charged on top of all expenses and refunds.
- Should **Eden's Gate** be willing to move any booked date or event for any reason such as COVID-19 regulation NO refund will be given under any circumstance should the date be canceled.
- **Eden's Gate** is willing to move any booked date due to COVID-19 regulations preventing an event from taking place however NO refund will be given should the client cancel their booking.

Unfortunately we are unable to judge the reasons for change, cancellation, therefore we kindly remind you that a booking made with **Eden's Gate**, either verbal or written forms a **legally binding contract** and as a result we recommend you take out appropriate **event** and **accommodation insurance**. Please note that our cancellation policy can change at any time and it is the person that pays any funds into the bank account of **Eden's Gate's** responsibility to ensure they check to make sure there have been not changes.

11. Arrival

The venue is available to your from 7:30am on the day of you booking unless confirmed otherwise in writing by the manager of Eden's Gate.

Please observe the COVID-19 Regulations for arrivals/check-in. We/you need to comply with all Regulatory Protocols that requires time to perform.

12. Late arrival procedure

Please ensure that you stick to your day plan or else you cannot hold the venue or chef's responsibility for food that spoils or going over your booking time.

13. Departure

Your wedding or event is to close down 15 minute before the closing time so it gives enough time to lock up and have everyone moved out by the closing time.

Please observe the COVID-19 Regulations for Departures/check-out.

14. Extension of departure time

With prior approval we shall allow you to extend the booking time if the law allows at the point in time and on condition that full payment for extra time is paid in advance.

15. Guests

All your guests are your responsibility and it is your responsibility to ensure that they adhere to our rules and regulation as it will be your responsibility and cost if anything is broken or violated. All your guests are subject to strict adherence to COVID-19 Compliance Regulations and is the responsibility of the "Booking Principle" to ensure their compliance.

16. Regulatory compliance

It is a condition of **Eden's Gate** to disallow music that is too loud as it affect other in our community.

The **Right of Admission** will apply.

Please observe the COVID-19 Regulations. Failure to do so will not just place you at risk but also us and our Establishment. To this end we are prepared to lose you as a client, rather than our license.

17. Personal Conduct of Guests

Our wish is that guests will have a memorable time at our **Eden's Gate** and our hope is that *"all who arrive as guests leave as friends"*.

Problems connected with abused substances such as drugs and alcohol and we respectfully request the "**Booking Principle**" to take ownership of the Personal Conduct of their guests..

The **Right of Admission** will apply.

Please Observe COVID-19 Regulations regarding **Social Distancing, hygiene, and PPE requirements** above.

18. Damages and Breakages

We put our property in your care for the duration of your wedding or event and we shall deliver it to you clean, sanitized and in full working order unit(s) on arrival, but request you to protect our assets and report any damages.

We kindly request you to respect our property and the use of equipment and utensils. If you need assistance with anything please let us know and we will see if we can help.

You are responsible and liable for any breakages or damages, which you cause, to the venue or its content or decor. All we ask is that you report any incidents as they occur. We do not normally charge for minor breakages, but we may send you an invoice for repairs if the damages or breakages are significant, and we may make an additional charge of R250 if you did not report/fail to report the issue. It is market practice to take a damage deposit. It is our right to charge for any damage should we do inspection and find any damage to our venue, chapel, decor, utensil or any of our assets.

19. Liability

We do not accept any liability for any damages, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

The person that pays for the venue booking indemnifies **Eden's Gate** or any staff against any claims from loss, damages or injury of whatever nature, or cause sustained or suffered by the holder or his/her charges to their property or person.

The person that pays any funds into the bank account of **Eden's Gate** recognizes that this constitutes a contract between **Eden's Gate** and the holder which shall be binding on him/her and all persons/passengers in his/her charge.

The person that pays any funds into the bank account of **Eden's Gate** submits to the rules and regulations of **Eden's Gate**, which are obtainable in this document and any emails that they may receive.

The holder agrees to the jurisdiction of the Magistrate's Court in Tzaneen in the event of any enforcement of law applicable to the area of **Eden's Gate** and for the purposes of any action arising from the holder's breach of any term or conditions of the contract.

The person that pays any funds into the bank account of **Eden's Gate** understands the terms and conditions contained herein and agree to be bound thereby and that he/she is authorised to give this undertaking on behalf of the above-mentioned people.

20. Privacy policy

Any data collected during this booking will be stored on our computer(s). With your permission we may from time to time contact you about promotions and offers. We will not share your details with any third party. We are fully POPPI compliant.

21. Complaints

Should you find that anything is not working or not up to standard or for that matter any other complaints, please report it soonest to the management for rectification immediately. We would like to sort and deal with any issue or complaints immediately.

22. Smoking

Eden's Gate is classed as a public place and it is therefore illegal to smoke inside the building. We respectfully ask for your cooperation and consideration in this matter. Smoking is allowed outside on the deck and balconies or any open area on the premises. This is official Government Policy on Smoking in Public Places.

Please ensure that you use that dustpans provided for cigarette buds. Please do not flick cigarette buds from the deck in the dam but place it into the provided ash trays or dustpans for safe removal / disposal.

23. Methods of payment

1. Cash in ZAR bank notes.
2. Electronic bank transfer (Swift if foreign payment with Cost Code "OUR").
3. Authenticated Swift-BIC payment, bank to bank in foreign currency.
4. IBAN.

A warm welcome awaits you at **Eden's Gate** and we shall attempt to make this holiday a safe, memorable, and unforgettable experience.