

## TERMS & CONDITIONS

1. To confirm your booking, a copy of this signed Terms and Conditions document is required. Once the signed contract has been received, 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. 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.
3. Our payment terms and conditions and cancellation policy is as follows and in the event of non-payment within the specified time frame, Black Eagle shall be entitled to cancel your booking without notice.

<p><b><u>Accommodation bookings:</u></b>  <b>Cancellation and Early Check-Out Policy:</b>                  Within 7 days prior to check-in – <b>NO REFUND</b>                  Within 8 to 20 days prior to check-in – <b>50% REFUND</b>                  Within 21 and more days prior to check-in – <b>75% REFUND</b></p> <p><i>Should you decide to check-out early or reduce the number of nights originally booked, absolutely 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><b><u>Accommodation Payment Terms:</u></b></p> <p><b>Full payment required upon booking</b></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><b><u>Conference bookings:</u></b>  <b>Cancellation and Reduction Policy:</b>                  Within 14 days prior to event – <b>NO REFUND</b>                  Within 14 to 30 days prior to event – <b>50% REFUND</b>                  Within more than 30 days prior to event – <b>75% REFUND</b></p> <p><i>Should you decide to reduce the number of days originally booked for your conference, or the number of delegates originally booked, absolutely 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><b><u>Conference Payment Terms:</u></b></p> <p>50% deposit required to secure booking</p> <p>Full balance payable no later than 7 days prior to event</p>
<p><b><u>Weddings and Functions:</u></b></p>	
<p>Initial Payment:</p>	<p>R5,000.00                  This initial payment will secure your event with Black Eagle and is non-refundable should you CANCEL your event. For reasons beyond your control, such as Covid Lockdown, you may postpone your event for up to 6 months from the initial date.  <i>(Non-refundable should you cancel your event)</i></p>
<p>First Progress Payment:</p>	<p>R10,000.00                  Payable 6 months prior to your event.  <i>(Non-refundable should you cancel your event)</i></p>
<p>Second Progress Payment:</p>	<p>3 Months prior to your event                  50% of balance of total amount quoted.  <i>(Non-refundable should you cancel your event)</i></p>
<p>Final Payment:</p>	<p>21 Days prior to your event                  Final number of guests to be confirmed, which will determine the final balance payable. Should you decide to postpone (or cancel) your event after this date, you will forfeit all payments made to date since food orders will be placed at this stage.  <i>(Non-refundable should you cancel or postpone your event)</i></p>
<p><b>NOTE:</b></p>	<p>Should your booking be made out of the above time-frame, (for example; should you book your event 2 months prior to the date of the function/wedding), 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.</p>

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4. **Covid Protocol:** All guests entering the property are required to wear a mask – we have a very strict policy of No Mask – No Entry. Overnight guests and any person attending a function or conference will be required to complete a medical questionnaire within 24 hours prior to arrival. Upon arrival, each person entering the property will have their temperature recorded.
5. 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.
6. Accommodation 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.
7. All prices quoted include VAT and prices are subject to change without prior notice.
8. An incidental security deposit will be held upon check-in and you will be requested to complete a credit card authorisation form. This authorisation may be used to cover incidental items including but not limited to meals or beverages consumed, or as a deposit for any breakages or damages incurred during your stay or cleaning charges in excess of the normal level of cleaning. This authorisation may also be used to settle any outstanding payments owed by you in relation to your booking including payments for the balance of your booking should you vacate the premises prior to your scheduled check-out date. The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents. Where a credit card is not available, a minimum R1000.00 cash deposit will be required on check-in, depending on the number of nights booked.
9. A copy of your **ID document/passport** and **credit card** 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.**
10. Our **office hours** are from **06:00 to 21:00**. A receptionist is on duty from **06:00** in the morning until **21:00** in the evening.
11. Check-in time for accommodation is between **14:00 and 20:00** on day of arrival unless prior arrangements have been made with management. Should you be arriving **after 20:00**, please inform us of your ETA to avoid problems with check-in. **Absolutely no check in after 20:00** will be permitted **without prior arrangements** having been made with our Front Office Supervisor in writing. Your key will then be left with security, but only by arrangement and only if payment has been received for your booking.
12. Check-out is by no later than **10:00** on day of departure. Late check-out without prior arrangement will be charged as an additional night.
13. Accommodation rates include breakfast which is non-refundable and non-transferable.
14. **Breakfast** is served in the restaurant between **06:30 and 10:00**.
15. Lunch and dinner can be enjoyed in the restaurant. An a la carte menu is available.
16. **Lunch** is served between **12:00 and 14:00**.
17. **Dinner** is served between **18:00 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 in your function sheet.
18. All menu items and prices are subject to change without notice.
19. Halaal and Kosher meals carry an additional surcharge.
20. Special dietary requirements are to be advised no later than 7 days prior to arrival.
21. Should lunch form part of a package booked, i.e. conferences and functions, these meals will be provided as per the package.
22. Our bar closes strictly at 21:00.
23. A 10% gratuity will be added to your bill for tables of 6 people or more.
24. Additional food and/or bar expenses are to be settled in full on your departure.
25. Due to Covid Protocols, room service can be arranged with no additional fees.
26. Loss of room key will result in a charge of R850.00 for the replacement key and lock.
27. Pets are not allowed on the property.
28. Our rooms, venues and common areas are all non-smoking. There are designated open-air smoking areas.
29. The client will notify Black Eagle not less than seven (7) 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.
30. If more delegates than the original amount paid for arrive, the client will be charged the same conference rate per extra delegate.
31. **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.

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32. Use of conference facilities for **full day and 24-hour conferences** are from **08:00 to 17:00**.
33. 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 time frames stipulated in points 31 and 32 above.
34. 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.
35. Conference lunch menus are set by our chefs and are at our discretion at all times.
36. The client will notify Black Eagle Hotel & Spa not less than twenty-one (21) 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 payment will be calculated. Should your expected number of guests decrease after this twenty-one (21) day period, no refund will be forthcoming.
37. Black Eagle Hotel & Spa 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.
38. The venue will be available to you for a period of eight hours from the start of the function (from arrival of your guests). Cut-off time is strictly at 23:00 and no overtime may be applied after this hour.
39. A surcharge of R1,800.00 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.
40. 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. A 10% waiter gratuity will be added to all bar bills for weddings.
41. The latest Functions and/or Wedding Portfolio will indicate what the venue hire is of the various venues available at Black Eagle Hotel & Spa and also what is and is not included in the venue hire. Please ensure that you have received the latest version of our portfolio.
42. 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.
43. 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.
44. 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.
45. Gift vouchers, specials and promotions are only valid for the time period stipulated.
46. Gift vouchers may not be redeemed for cash.
47. Black Eagle Hotel & Spa 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.
48. Should the client need to postpone their conference or wedding/function, Black Eagle Hotel & Spa will agree to this postponement subject to the time-frame not exceeding 6 months. Should the time-frame exceed the 6 month period, all monies paid will be forfeited. The new date for the event is subject to availability and the Initial Payment to secure wedding/function dates 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. The new date is subject to availability.
49. Black Eagle Hotel & Spa does not accept liability for loss or damage to any item of property, howsoever such loss or damage occurs.
50. Black Eagle Hotel & Spa does not accept liability for injury to you or your guests on the premises due to negligence, over-indulgence or any other cause.
51. Black Eagle Hotel & Spa is a fully licensed establishment - no alcohol, beverages or food may be brought onto the premises for consumption. All beverages have to be purchased through our bar.
52. Corkage will be charged at R60.00 per bottle of wine and champagne only.
53. 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.
54. During your stay or on departure, you agree to be liable for any damages to the room/venue and/or missing items. You agree to be liable for the cost of repairing the damages or replacement of the item/s in the room/venue. 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 in perfect condition.

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- 55. Right of admission is reserved at all times.
- 56. 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.
- 57. Agreement to changes of the above terms and conditions will only be valid if reduced to writing and signed by both parties.
- 58. All seasonal specials or special rate agreements are non-commissionable.
- 59. The following credit cards are accepted: American Express, Visa and MasterCard.
- 60. All cash payments made at Black Eagle Boutique Hotel will be subject to a 3% administrative handling fee. This fee covers Black Eagle's handling fee as well as bank charges for deposits.
- 61. All EFT and cash deposits are to be made into the following bank account (cheque deposits have to clear in our bank account before check-in or before your conference or event may commence):

**Account Name:** Black Eagle Hotel & Spa  
**Bank:** First National Bank  
**Account Number:** 623 934 509 12  
**Branch:** RMB Private Banking  
**Branch Code:** 261 251

Please sign and return this document with proof of payment to: [info@blackeaglehotel.co.za](mailto:info@blackeaglehotel.co.za)

**CLIENT NAME:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**DATE OF EVENT/CHECK-IN:** \_\_\_\_\_

**ESTIMATED NO. OF GUESTS:** \_\_\_\_\_

**TODAY'S DATE:** \_\_\_\_\_

**CLIENT SIGNATURE:** \_\_\_\_\_