



Standard Terms and Conditions for functions at Casa Labia Cultural Centre

The terms and conditions as outlined below are applicable to all reservations for any event at Casa Labia Cultural Centre, provisional or confirmed. No variation thereof will be accepted unless agreed in writing with Casa Labia Cultural Centre management. Written confirmation and the client's signature will confirm acceptance of the Casa Labia Cultural Centre terms and conditions.

In these Terms & Conditions 'Casa Labia' means Casa Labia Cultural Centre and any of its property, and the "Client" means the Individual Person (s), Firm, Location Company, Company booking Casa Labia.

PAYMENT

1. In order to confirm any provisional booking, Casa Labia requires an R5000.00 non refundable part-payment deposit, a signed copy of the quote and a signed copy of these terms and conditions within 2 weeks of the provisional booking being made.
2. Provisional bookings will be released without notification, should you fail to confirm within the 2 week period.
3. Only faxed or email confirmation will be accepted
4. The deposit invoice will detail the remaining payment schedule terms
5. The full quote and venue hire must be paid to Casa Labia no later than 2 weeks before the function
6. Casa Labia Cultural Centre is not VAT registered and will pass on any VAT costs from suppliers onto the Client
7. A final invoice will be issued after the function. Payment of this invoice should be received by Casa Labia no later than seven working days after the function.
8. It is the Clients responsibility to send proof of payment slips to the Events Manager.

VENUE HIRE FEE

1. Please refer to your quote for a full breakdown of the venue hire
2. Should you require the venue for set up the day prior to your function, an additional 75% of the venue hire will be charged for the day.
3. Should you require the venue for breakdown the day after to your function, an additional 75% of the venue hire will be charged for the day.

NUMBERS

1. The Ballroom seats 56 guests on two long tables with two heads.
2. The Drawing Room seats 24 guests on one long table with two heads.
3. The Cafe seats 30 guests on 3 tables of ten.
4. The Dining room seats 16 guests for a meal.
5. For cocktail receptions Casa Labia can accommodate a maximum of 120 guests.
6. The lawn area can be utilised for al fresco events/ wedding ceremonies and various numbers can be discussed with the Events Manager. The use of any lawn area is subject to written approval.
7. At all times the agreed upon number of guests must be adhered to.

TIMINGS

1. Set up times for Clients who have exclusively hired Casa Labia exclusively for the day of their function : 09h00.
2. Set up times for Clients who have hired Casa Labia for cocktail styled functions or dinners: 16h00.
3. Due to Casa Labia being in a residential area no amplified music is permitted outside the building at any time. All music must be turned down at 23h30 to soft background music and switched off at midnight



4. Casa Labia closes at midnight. Should your guests still be on site past midnight, a rate of R2000.00 per hour (or part thereof) will be charged.

SEATING ARRANGEMENTS

1. Please confirm your seating plan lay out with our Events Manager before finalising your seating plans.

CATERING and BAR

1. Beverages are charged on a consumption basis and a price list is available on request. Should you wish to operate a cash bar this can be arranged at an extra cost.
2. Casa Labia will manage the bar and beverage requirements for all functions. Corkage is permitted on red, white and sparkling wine only. Corkage is charged at R35.00 per bottle opened. The final corkage total will be added to your final invoice.
3. The Client must communicate any corkage requirements to the Events Manager.
4. Ice will be charged for on your final invoice.
5. Casa Labia house wine is available for all functions at reduced price. Please ask the Events manager for more details.
6. A list of accredited caterers is available from the Events Manager. Please note these caterers are contracted to Casa Labia.
7. It is the Clients responsibility to liaise with their chosen caterer regards menu, prices, payment, final numbers, food allergies etc.
8. The Client must advise the Events Manager which caterer they will be using.
9. Casa Labia cannot be held responsible for any allergic food reactions.
10. All caterers will make use of a satellite kitchen in the basement unless otherwise arranged with the Events Manager.
11. Casa Labia supports responsible drinking.

SECURITY

1. Casa Labia shall be used strictly for the purpose for which it has been booked and for no other purpose, without prior written consent from Casa Labia.
2. The client warrants that the function will not attract negative publicity of Casa Labia or in any way detract from its prestige and status.
3. Casa Labia reserves the right of admission to its premises and may have any persons removed in the event of unruly, defamatory, destructive or distasteful behavior, or whatever other reason may constitute the said person to be damaging to the reputation of Casa Labia as a premier establishment.
4. A compulsory security guard will be arranged by Casa Labia, for all events taking place after 16h00. ***This is included in the venue hire fee.***
5. The guard will manage the delivery vehicles and ensure the driveway is not used by any guests.



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PARKING

1. The Casa Labia driveway is PRIVATE PROPERTY. Under no circumstances is parking on Casa Labia property allowed. **Vehicles will not be permitted to use the driveway to turn around in, drop off or pick up passengers etc.** The security guard hired will manage this.
2. The on-street parking is the property of the Municipality of Cape Town and will be on a first come first serve basis. Casa Labia cannot take responsibility to guarantee this parking.
3. Parking is available in the allocated parking bays on the railway side of the road opposite Casa Labia. There are two bays directly opposite Casa Labia, 15 bays further down the road towards the Muizenberg train station and ample additional parking at the Muizenberg Train Station itself. The train station is 450m away from Casa Labia. Further parking can be found at the 'Battle of Muizenberg' parking lot 200m after Casa Labia on main road.
4. It is the clients responsibility to notify their guests of the parking restrictions.
5. Suppliers and caterers are only permitted to offload in the driveway until 18h00. Their vehicles must be parked in the above mentioned parking areas.
6. Suppliers must provide the Events Manager with their registration plate digits 48 hours prior to the function. These will be given to the security guard and only these vehicles will be permitted to offload in the driveway.
7. Casa Labia can arrange a shuttle service for guests to/from Muizenberg Train Station at an additional cost.
8. Casa Labia can arrange security guards for the parking lots at an additional cost.
9. A disabled parking bay is available on request.

EXTERNAL SERVICE SUPPLIERS

(Florists, photographers, DJ's, bands, musicians, cake etc)

1. The Events Manager will gladly recommend a list of preferred service suppliers.
2. Should you or your suppliers require any additional equipment this must be arranged through Casa Labia.
3. All suppliers are required to meet with the Events Manager at Casa Labia no less than one month before the function.

VENUE FIXTURES

1. The Client will be held responsible for any damage caused to Casa Labia buildings, furnishings, utensils and equipment therein, by any act of omission of the client or guests/employees of the client.
2. Casa Labia will not be held responsible for the safe keeping of, or any damage caused to any equipment hired on the Client's behalf.
3. A refundable breakages deposit of R3000.00 is required for all bookings and is due before your function date. This deposit is strictly for damaged, destroyed, stolen or lost equipment belonging to Casa Labia. Should the replacement cost be greater than the deposit the final amount will reflect on a final invoice.
4. In the event that any hired equipment is destroyed, damaged, stolen or lost, the supplier shall be entitled to claim from the Client, the reasonable and actual cost of the equipment so destroyed, lost or damaged. In this regard the supplier will add these extra costs to the final invoice.
5. Casa Labia will not permit the affixation of decorations to any surface (including the piano and floors), nor do we allow the removal of any of our decorations, curtains, furniture, paintings, ornaments, etc. Casa Labia reserves the right to place any items they deem necessary into storage. All decor must be approved by the Events Manager no later than one month before the function date.



SMOKING

1. Casa Labia is a strictly non smoking venue.
2. Guests are permitted to smoke in the outside courtyard and on the lawn.
3. Guests are to dispose of the cigarette butts in the correct manner to avoid fire hazards and litter.

BREAKDOWN AFTER AN EVENT

1. All equipment, decor or structures belonging to the client or their suppliers and contractors must be removed directly after the function.
2. Failure to remove all decor, structures or equipment will result in a charge of R5000.00 (Five Thousand Rand).
3. Casa Labia reserves the right to remove any such goods at its sole discretion without any liability in case of loss, theft or damage resulting thereof.

CANCELLATION

1. Should your function be cancelled in excess of 60 (Sixty) calendar days prior to the event, any deposits made to Casa Labia will be duly refunded. Cancellation between 30 - 60 (Thirty – Sixty) calendar days prior to your function will be refunded less 15%.
2. A total cancellation, less than 30 (Thirty) days prior to your function will result in forfeiture of all of the deposit monies paid.
3. In the event that your function is cancelled and Casa Labia has incurred any promotional or advertising costs relating to your function these costs will be charged to the client.

EXCLUSION OF LIABILITY

1. Casa Labia and the Client agree that Casa Labia shall not be liable to the client, its guests or employees or any third party for any loss, injury or damage of whatsoever kind suffered by the client or client's guests and employees to their person or property as a result of, or any negligence by Casa Labia, its agents or employees.
2. Casa Labia shall furthermore not be liable for interruptions of services (water, electricity, sanitary services).
3. The Client hereby indemnifies and holds Casa Labia harmless against any claims of suppliers and subcontractors or any third party which may be instituted against Casa Labia in respect of goods or services procured by Casa Labia on behalf of the client in respect of the event and any loss, damage or costs arising there from.
4. Casa Labia shall not be liable in any way whatsoever in respect of the failure of such suppliers and contractors to fulfill their obligations to the client, nor for any representations made by such suppliers and contractors.
5. Casa Labia shall instruct such suppliers and contractors to invoice the client in respect of goods and / or services supplied and rendered.
6. The Client shall be responsible for any damage caused to the allocated supplier's facilities therein, by any act or omission of the client or guests / employees of the client.
7. Casa Labia will not be liable for loss or damage to any property whatsoever (gifts, decor etc)



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GENERAL

1. No variation of these terms and conditions shall be of any force and effect unless it is in writing and signed by Casa Labia and the Client. No amendment, different or additional terms and conditions that the client seeks to attach to these conditions shall be valid as these conditions form the sole agreement between Casa Labia and the Client.
2. Complaints do not justify the Client withholding payment of the whole or any portion of Casa Labia's invoices. No extension or other indulgence by or on behalf of Casa Labia to the client shall in any way prejudice the rights of Casa Labia or be construed as a waiver of such right.
3. The Client may not cede, assign or make over any of its rights or obligations under any quotation or contract without the prior written consent of Casa Labia.
4. In the event of Casa Labia instructing its attorneys to take legal action against the Client, the Client shall be liable for and shall pay all legal costs incurred by Casa Labia as between attorney and own client. At the option of Casa Labia, any claim against the client may be brought in any Magistrate's Court having jurisdiction notwithstanding that the amount of the claim exceeds the jurisdiction of such court. Casa Labia can, however, at its discretion bring any claim against the client in any competent court.
5. The Client chooses its domicilium citandi et executandi for all purposes in terms of this agreement, the street address set out in the above form.
6. All quotations, offers and contracts of sale are subject to the express condition that Casa Labia shall in no way be liable for any consequential loss, damage or delay to the client arising from any delay or any cause whatsoever beyond Casa Labia's control.



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Please complete this page (6), initial the pages 1-5 where indicated, initial and sign the quote and deposit invoice where indicated and send ALL documents to us with PROOF OF DEPOSIT PAYMNET (R5000.00) to –

Email: events@casalabia.co.za
Fax: 021 788 6067

Name of Client/s: _____

Type of Event: _____

Event date: _____ Number of People: _____

Timings: Arrival _____ Ceremony _____ Photographs _____
Canapés _____ Seated for Dinner _____ Speeches _____

Contact person: _____

Contact number: (H) _____ (W) _____ (C) _____

Email address: _____

Postal Address: _____

Physical Address: _____

Comments/Requests:

As well as your deposit paid, we require the details of a valid credit card to secure the reservation. This card will be charged in the event of an unsettled bill.

Name of card holder: _____

Card Type: _____ Card Number: _____

Expiry date: _____ CCV: _____

I have read and agree to the Terms and Conditions set out in page 1-5 of this document and I have read and agree to the deposit payment schedule and quote document. I agree that all detail provided on Page 6 is true and accurate by the time of committing to the reservation. On acceptance of the above terms and conditions and quotation, it is recommended that we schedule a time convenient to all to finalise the necessary details.