

TERMS AND CONDITIONS

Definitions

- a) For the purposes of these terms and conditions, “the client” shall mean an entity or a natural person as more fully described above and amplified as per the signature hereunder.
- b) Acceptance of the quote / estimate / proposal and payment of the deposit (where applicable) will result in a binding agreement coming into existence between the client and the Corporation. The payment of a deposit is purely at the discretion of the Corporation and may, in appropriate circumstances, be waived.
- c) The words “function” and “event” shall have the same meaning and shall be used interchangeably depending on the context.
- d) In this agreement, unless otherwise indicated by the context, words importing the masculine gender shall include the feminine and neuter genders and *vice versa* and words importing the singular shall include the plural and *vice versa*.

Terms and Conditions

1. The client hereby agrees to the terms and conditions herein contained as read together with any other terms embodied in the invoice(s) / quote / estimate / proposal. All documents emanating from the corporation shall be read together and all terms and conditions shall be deemed to be incorporated herein.
2. **Restaurant /Canteen/ Coffee shop**
 - 2.1. Client/ employee of the company/ company (**user**) will be held responsible for any orders that are placed in the restaurant for sit down/ Take away or catering.
 - 2.2. All ordered that are put on account for with the access card, is 100% the **user** responsibility.
 - 2.3. If this is for person uses, the Company needs to sign that it will take the amount off your salary or sign surety for you.
 - 2.4. When the access card is used, it is the 100% responsibility of the user.
 - 2.5. Using the card is the same as signing the invoice.
 - 2.6. All About Food recommends that each person who uses the card, always signs and writes their name on the invoice.
 - 2.7. The user needs to define internally who and when the card is to be used.
 - 2.8. All About Food will give a R5000 limit unless in writing the company asks for me.
 - 2.9. A statement will be sent on the 25th of each month. Payment needs to be done by the 27th of each month.
3. **Booking Time:**
 - 3.1. Bookings must be confirmed within 7 (SEVEN) working days of commencement of your function. Final numbers being confirmed within 7 (SEVEN) working days of the function.
4. **Deposit and payment:**
 - 4.1. Full pre-payment is required for any function booked with All About Food. Failure to do so will result in your function being automatically cancelled!
 - 4.2. Once invoice/estimate has been signed by client, even if no payment/deposit have been paid, the client is still liable in terms of clause 11 below. By signing the agreement, the client accepts responsibility for paying the deposit / full amount owing in terms of clause 11 as required.
5. **4. Breakage Deposit:**
 - 5.1. The client acknowledges that he/she is liable to pay to the Corporation a breakage deposit, where applicable, as stipulated in the quotation / estimate / proposal for any equipment belonging to the Corporation, either being rented from or loaned by the Corporation to the client for the event. The breakage deposit or any balance thereof shall be refunded once assessment of all the equipment has been undertaken and within 10 (TEN) working days after the event.

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5.2. The client will be responsible for the value of all missing or broken cutlery, crockery, equipment, linen or anything that is used at the function and this clause shall be applicable whether or not any form of breakage deposit was paid.

6. Payments:

- 6.1. In accordance with clause 3, all clients are required to make full pre-payment, failure to do so will result in the function being automatically cancelled!
- 6.2. Any additional amounts relating to any breakages and/or any extra amounts which shall include additional staff, the hiring of equipment and any other amounts, are due and payable immediately upon receiving your invoice.
- 6.3. Once invoice/estimate has been signed by the client, if the client then cancels the event, he/she is still liable to pay the deposit / full amount owing in terms of clause 11.
- 6.4. In the event of the client failing to pay any amount on due date, such amount shall bear interest at the maximum rate permissible by law and in accordance with the provisions of the Prescribed Rate of Interest Act, 55 of 1975 (as amended) or any other applicable legislation which may apply from time to time.
- 6.5. All payments to be made to the corporation shall be made into the following bank account:

Account name:	All About Food CC (Cheque account)
Bank:	ABSA
Branch:	Sandton City
Branch code:	632005
Account number:	40-6854-0929

7. Discounts:

- 7.1. The full amount of the invoice / quote / estimate is strictly net and not subject to any discount, unless otherwise agreed in writing.
- 7.2. In the event of any discount being agreed upon in writing, it shall only be applicable if full payment is received by the Corporation within 24 (TWENTY FOUR) hours prior to the function / event.

8. Equipment hiring:

- 8.1. The client shall be entirely responsible for all equipment hired.
- 8.2. The client indemnifies the Corporation from any damage / liability in respect of any breakages caused to any rental property during the course of function and shall be liable to the Corporation and/or its suppliers for the replacement value of all amounts in the event of theft and/or breakage.

9. Staff hiring:

- 9.1. Clients are charged in advance for an estimated the time of staff hire. If any members of staff are required to stay over the time allocated for the event, the client shall be liable to cover the hourly rate of that staff member on a pro rata basis in accordance with the hourly rate as given in the catering proposal and quotation.
- 9.2. It is specifically recorded that the client shall not canvas, solicit, entice, interfere with, employ, appoint or procure the employment / appointment of any person who is at the signature date an employee and/or independent contractor affiliated to the Corporation.

10. Handling fee to be levied, where applicable:

The Corporation reserves the right to charge a handling fee in the event of it being required to hire, rent, or purchase food and/or drinks on behalf of the client and furthermore reserves the right to charge an additional delivery fee.

11. Failure to make payment:

The Corporation reserves the right to suspend further deliveries and services in the event of the client failing to comply with any of the terms and conditions relating to the deposit and payment clause as set out in paragraphs 3, 4 and 5 hereof.

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12. Cancellation:

- 12.1. If the event is cancelled, this must be communicated by the client to the Corporation in writing.
- 12.2. Should The Client wish to cancel this agreement any time from:
- 12.3. If your event is cancelled 7 (SEVEN) working days or less prior to commencement, a 100% (ONE HUNDRED PERCENT) cancellation fee of the total event amount will be charged.
- 12.4. If your event is cancelled more than 7 (SEVEN) working days or less prior to commencement, a 50% (FIFTY PERCENT) cancellation fee of the total event amount will be charged.
- 12.5. Clauses 12.1 and 12.2 above do not apply during the months of November and December, where a 100% (ONE HUNDRED PERCENT) cancellation fee of the total event amount will be charged.

13. Damages:

The Corporation shall under no circumstances whatsoever be liable for any loss of profit or any other damages, whether direct or indirect, consequential or otherwise sustained by the client. Without derogating from the generality of the foregoing, the Corporation shall not be liable for its own negligence or that of any of its agents or employees.

14. Complaints

If there are any issues relating to any aspect of the event, including food, the client needs to communicate this fact immediately to the Corporation. If it regarding food, this needs to be kept and refrigerated immediately until it is collected by the Corporation to evaluate. If client fails to adhere to the above, the Corporation shall not be liable.

15. Vis Major:

The client shall not have any claim of any nature whatsoever against the Corporation for any failure by the latter to carry out any of its obligations under the contract as a result of vis major, including but without being limited to any strike, load shedding, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by an / sub-contractor or supplier, riot, political or civil disturbance/s, any act of State or Government, any delay in securing any permit, consent or approval required by the supplier for the supply of goods under the contract or any other authority or in any other case whatsoever that falls beyond the Corporation's control.

16. Certificate:

A certificate signed by any director or manager of the Corporation showing the amount due and owing by the client to the Corporation at any given time inclusive of interest and any other costs (including breakages / handling charges etc.) shall be *prima facie* proof of the facts therein stated for the purposes of all legal proceedings and shall suffice as a liquid document for the purposes of obtaining Provisional Sentence.

17. Domicilium citandi et executandi:

The client nominates its business address as reflected on the invoices or as set out herein under its physical address as its *domicilium citandi et executandi* for service upon it of all notices and processes in connection with any claim for any sum due to the Corporation.

18. Legal costs:

Should it become necessary for the Corporation to take legal action of any sort against the client pursuant to any breach of these terms and conditions by the client, then the client agrees to pay all legal costs on the scale as between attorney and own client including tracing fees, collection commission and any other costs which may be applicable.

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19. Whole agreement:

19.1. This agreement constitutes the entire agreement between the parties and no representations by any person or variations or amendments to any of the terms and conditions hereof shall be valid and binding on the Corporation unless reduced to writing and signed by both parties.

19.2. No extension of time or any other relaxation or indulgence granted by the Corporation to the client shall operate as or be deemed to be a waiver by the Corporation of any of its rights under this contract or a novation of any of the terms and conditions of this contract.

FULL NAMES: _____

SIGNED: _____

DATE: _____