



Crave & Gobble

TERMS & CONDITIONS

1. QUOTATION

All quotations ("the Quote") by **Crave and Gobble (Pty.) Ltd** ("C&G") , **Vat Number:** *****/***/*****
Reg Number: **2012/181681/07** as requested by any client whereby C&G hosting and renders its services for any function ("the function") shall be strictly valid for a period of **7 (seven) days** from date of the quote. For the purposes of this agreement "services" shall mean the provision of the following: Venue hire, Décor and all Equipment hire, Floral design, Catering, Beverages, Labor for Setup, Strike and Cleaning, Operational staff including Tour Guides and Ushers, Technical staff for all Audio & Video support and Event Management.

2. CONFIRMATION AND PAYMENT

1. The onus shall be on the client to book and confirm the services of C&G by signing the quote referred to in **1** and:
 1. returning no later than **10 (ten) working days** before the said function to C&G the signed quote which shall incorporate these terms and conditions;
 2. simultaneously upon returning of the signed quote in terms of **2.1.1**, C&G shall furnish the client with a deposit invoice of **50% (fifty per centum)** of the total quoted amount which shall be payable as per **2.3** below. The outstanding balance of **50% (fifty per centum)** of the total amount quoted shall be invoiced **3 (three) working days** prior to the function date and shall be payable as per **2.3** below.
2. In the event of either of the invoice payments in terms of **2.1.2** and **2.3** not being paid timeously by the client, C&G shall have the right to terminate the services to be rendered to the client for the function, and the client, by signing the quotation, agrees that it shall have no claim against C&G irrespective of the nature thereof and howsoever arising.
3. Invoices shall be due and payable upon presentation to the client and payment may be made by means of:
 1. bank guaranteed cheque;
 2. credit card;
 3. automated electronic transfer directly into the quoted bank account of C&G being:

Account Name: **Crave and Gobble (Pty.) Ltd**
Bank: **First National Bank**
Branch: **Eastgate**
Branch Code: **257705**
Current Account Number: **62377935633**

4. In the event that the client cancels a function or C&G cancels in terms of **2.2** above, for which a signed quotation has been received by C&G, all payments received by C&G from the client, shall not be refundable to the client and shall be forfeited *rouwkoop* and the client waives any claim and right thereto. In addition, the client agrees it shall be liable for a cancellation fee over and above the deposit invoice, which will be equal to the difference between **25% (twenty five per centum)** of the quoted amount for the function and any deposit invoices for which payment has been received. The client agreeing that any such monies shall be deemed to be pre-estimated liquidated damages arising from the cancellation of the services of C&G by the client.

3. QUANTUM OF PERSONS AND DIETARY REQUIREMENTS

1. The client shall, in writing, inform C&G by no later than **5 (five) working days** prior to the day of the function of:
 1. the total number of persons who shall attend the function; and
 2. any special dietary requirements for persons attending the function.
1. In the event that:
 1. the number of persons increase within the **5 (five) working day** period prior to the date of the function, then in such an event, such additional persons shall be charged for at a rate of **150% (one hundred and fifty per centum)** per person of the venue hire fee in terms of the quote; or
 2. the number of persons decrease within the **5 (five) working day** period prior to the date of the function, then in such an event, the client shall remain liable for the original amount of persons which C&G have been requested to host and/or cater for at the function.

4. AMENDMENT OF QUOTATION

1. Menu prices are prepared and quoted on the basis of the specific number of persons and menu options requested including cocktail, buffet and plated food as provided by the client to C&G, which the menu price shall be subject to alteration depending on the final number of persons attending and/or the menu option requested for the function as confirmed by the client.
2. The contents of all menus, decoration of the venue or any other items that C&G shall supply are subject to market availability and the client shall be notified of the non availability of same and shall notify the client of any alternative arrangements which may be made.
3. The client shall, to the extent that it wishes to vary the quotation, inform C&G in writing by no less than **5 (five) working days** prior to the date of the function. C&G shall use its reasonable endeavors to comply with any such requests for variation of services, which shall be subject to the sole and exclusive discretion of C&G.
4. C&G shall, in its sole and exclusive discretion, remove any food which it deems to be unsafe for human consumption due to the time lapsed from preparation to the date of the function and shall not be held responsible for the safety of any food supplied to it by the client or any other third party for the function.
5. Should a function hosted by C&G run past midnight, C&G shall be entitled to charge an after hours' charge of **R1 500,00 per hour or part thereof**. In addition C&G shall be entitled to charge for the waiters working after midnight at the function at time and a half.

5. LIMITATION OF LIABILITY

C&G:

1. Shall not be liable for damage or loss of goods which have been supplied by the client to C&G and accordingly, the client indemnifies C&G against all and any claims in respect thereof.
2. Shall not be liable for any damage or injury caused during the provision of the services by whatsoever nature and howsoever arising and/or suffered by the client or any person attending a function, and the client indemnifies and holds C&G harmless against any such damage and/or injury that may be suffered by the client, or any person attending the function.
3. Shall not be liable for any damage caused to any vehicles belonging to the client and/or other third parties except insofar as the damage is caused intentionally or C&G is grossly negligent in causing such damage.
4. Accepts no liability for any loss, damage or consequential loss caused by C&G's failure to perform its obligations, whether the failure is due to negligence on the part of C&G, its management, its employees or sub contractors or due to any other causes. Neither C&G, its members, management, employees or sub-contractors shall in any way, manner or form be liable under any circumstances for any loss or damage of any nature, including loss of profits, loss of business, or for any indirect, special, incidental or consequential damages of any kind in respect of these terms and conditions or otherwise, even in the event that C&G has been advised of the possibility of damages.
5. Shall not be liable for any losses arising out of a result of the interruption of utilities, (water, electricity, sanitary) before, during or after the provision of the services.

6. LOSS AND DAMAGE OF EQUIPMENT AT THE FUNCTION

The client shall be liable for any loss or damaged caused to any item of equipment supplied in terms of the signed quote. The client is required to check and sign for any equipment used in terms of the quote and is responsible for the equipment for the duration of the function or until the equipment is cleared by C&G after the function.

7. FORCE MAJEURE

The delay or failure to comply with or breach of any of the terms and conditions contained herein if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, lockouts, blockage, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of the like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other. Should either party be prevented from carrying out its contractual obligations by *force majeure*, by no later than **5 (five) working days** prior to the function, the parties shall consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of **5 (five) days** thereafter, either party shall be entitled to terminate the agreement forthwith on written notice and both parties shall waive any and all claims, if any, against each other.

8. CESSION

C&G shall be entitled to cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of these terms and conditions without the prior written consent of the client having been obtained.

9. BREACH

Should any party commit an irremediable material breach or a remediable breach of any material provision of this agreement and fail to remedy such breach within **5 (five) days** after receiving written notice from any other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights in law, to cancel the services of the defaulting party or to claim specific performance of all the defaulting party's obligations whether or not such obligation would otherwise then have fallen due for performance, in either event without prejudice to the aggrieved party's right to claim damages insofar as the terms and conditions herein allow for same.

10. NEW LAWS AND INABILITY TO PERFORM

1. If any law comes into operation subsequent to the signature by the client of these terms and conditions, which law affects any aspect or matter or issue contained in these terms and conditions, both C&G and the client undertake to enter into negotiations in good faith regarding a variation of these terms and conditions in order to ensure that neither these terms and conditions nor the implementation thereof constitutes a contravention of such a law.
2. If C&G or the client is prevented from performing any of its obligations in terms of these terms and conditions as a result of any existing or new law or as a result of any event beyond its reasonable control, whether or not foreseeable, including general power failures, breakdown of telecommunication, networks or computers, political intervention, sanctions or insurrection, it shall not be liable for any failure to perform its obligations under these terms and conditions while such event persists.

11. GOOD FAITH

Each party hereby undertakes to exercise utmost good faith in its dealings with the other party in all matters concerning the execution of these terms and conditions.

12. GOVERNING LAW

The validity and interpretation of these terms and conditions will be governed by the laws of the Republic of South Africa.

13. GENERAL

1. These terms and conditions constitute the sole record of the agreement between the parties.
2. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
3. No addition to, variation, or agreed cancellation of these terms and conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties.
4. No indulgence which any party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

14.VARIATION

No addition to or variation, consensual cancellation or novation of these terms and conditions and no waiver of any right arising from these terms and conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

15.RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder, and no delay or leniency in the enforcement of any right of any party arising from these terms and conditions, and no single or partial exercise of any right by any party under these terms and conditions, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from these terms and conditions or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

I, the undersigned, as official representative of my organization/company/department for the purposes of all negotiations between *C&G* and said organization/company/department agree to the above *Terms and Conditions*:

SIGNED: _____

NAME: _____

DATE: ____/____/20____

DATE OF FUNCTION: ____/____/20____

ON BEHALF OF CLIENT: _____