

# Terms & Conditions

## TERMS AND CONDITIONS OF USE OF THIS WEBSITE & SERVICES

Website Terms and Conditions of Use: **These Terms and Conditions ("the terms and conditions") govern you ("the User") use of the [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) ("Provider") Website located at the domain name [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) ("the Website"). By accessing and using the Website, the User agrees to be bound by these terms and conditions, the User may not access, display, purchase, order, use, download and/or otherwise copy or distributes content obtained at the Website.**

Updating of these Terms and Conditions: **The Provider reserves the right to change, modify add to or remove portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these terms and conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these terms and conditions, including such changes or updates.**

Copyright and Intellectual Property Rights: **Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works,**

### Limited License to Registered Users

- **Provider allows and processes the registration of certain corporate Users ("the registered User") at the Website. If you believe you are entitled to registration, please complete the registration form.**
- **Subject to the further terms of these terms and conditions, a non-exclusive, non-transferable, limited and revocable right is granted to registered Users to access, display, use download and otherwise copy the current and future content for the purposes agreed to by the registered User and Provider in their respective agreements.**
- **This Website and the content may only be reproduced, duplicated, copied, resold, visited or otherwise exploited for the specific purposes set out in that agreement.**
- **The license does not allow the registered User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the content for the benefit of another merchant.**
- **The registered User may not frame nor use framing technologies to enclose the Provider Website or the content nor any part thereof without the express prior consent of Provider.**
- **Provider and the owners, their affiliates and subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.**
- **Any unauthorized use terminates this license.**

### Limited License to General Users

- **Provider grants to the User, subject to the further terms of these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for personal, non-commercial and information purposes only;**
- **This Website and the content may not be reproduced, duplicated, copyrighted, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider;**

- **The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the content for the benefit of another merchant;**
- **The User may not frame nor use framing technologies to enclose the Provider Website or the content nor any part thereof without the express prior consent of Provider;**
- **Provider and the owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website, including competitions or give-aways**
- **Provider and owners, their affiliates and subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion;**
- **Any unauthorized use terminates this license.**

#### Registered user agreement

- **No employees, shareholders or members of any competing entity, specifically including [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) is entitled to register as users of this site or make use of any information or images on the site.**
- **Registered users may download or transmit to themselves only images hosted on this website. They may not forward such images to any other persons and they may not publish such images in any other medium save if the image is their own personal image and in the event that written permission is obtained by the registered user from any other persons whose image appears in such images.**
- **Registered users, when registered, agree to receive Newsletters and other info from [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za). The mail addresses of the Registered users are never sold, bought or displayed to any 3<sup>rd</sup> party. Also by registering to [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) the user agree that all mail correspondence and other correspondence will be considered private and confidential. All mail addresses will be protected to the utmost confidentiality.**

**Limitation of Liability: The Website and all content on the Website, including any current or future offer of products or services, are provided on an "as is" basis and may include inaccuracies or typographical errors. The owners make no warranty or representation as to the availability, accuracy or completeness of the content. Neither provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Website or any functionality thereof, or of any linked Website, even if Provider is expressly advised thereof.**

**Privacy, Access To and Use of Information: Provider receives various types of information ("the information") from Users who access the Website. Provider makes every effort to protect any information received by it. Despite such undertaking, it is possible for Internet based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet email is vulnerable to interception and forging. The owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to the owners through the Internet, or that you expressly or implicitly authorize the owners to make, or for any errors or any changes made to the transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these terms and conditions: -**

**Privacy: unsolicited information: If the user posts unsolicited content or other information ("the information") to [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) website, and unless otherwise indicated, then the User grants to the owners a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such information throughout the world in any media. The user grants to the owners the right to use the name that the User submits in connection with such information, if they choose. The User warrants that the User owns or otherwise controls all of the rights to the**

**information that the User posts, that the information is accurate; that by the supply of the information to Provider, the User does not violate this policy and does not infringe the rights of any person or entity; and that the User indemnifies the owners for all claims resulting from the receipt by the Provider of the information the User supplies to it. Provider reserves the right but not the obligation to monitor and edit or remove any information, Where posted to public pages. Provider takes no responsibility and assumes no liability for any information posted by the User or any third party.**

**Privacy: unsolicited information the User gives to Provider: Provider requires certain personal information to process transactions if the User requires any of Providers products or services. Provider receives and stores all information the User enters on the Website or gives to Provider, in any other way. The User may choose not to provide certain information, but that may limit the services or products that the User may wish to obtain from this Provider. Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User grants to the owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such information throughout the world in any media. The User information that is required by affiliates and subsidiaries to give affect to transactions that the User chooses to enter into is shared with those entities.**

**Privacy: promotional information: All promotional information displayed or promotions currently running are strictly regulated by the 3 rd party that initiates the promotion, or the 3 rd party that rendered the services of [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) for the marketing of that promotion. [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) will and cannot be held responsible for any loss, damage, irrecoverable errors or ill promises by the 3 rd party. [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) encourage promotions on this website, but dissociate themselves from promises by the parties involved by such promotions unless the promotion is initiated, and the prizes provided by [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) themselves.**

**Privacy: business transfers: Provider may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer information will be one of the transferable assets.**

**Privacy: lawful purposes: When the Provider is served with due legal process requiring the delivery of personal customer information; it has the legal duty to abide by that demand, and will do so.**

**Photographs: In allowing or posing for a photograph to be taken by a [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) photographer a person grants permission to [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) to publish on its website at [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) his or her image together with any or all questions and answers from any interview. The person indemnifies [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) against all expenses, costs, proceedings and liability arising directly or indirectly from the use of his/her image on the website. In the event that a person does not wish they're photograph to appear on the website, they can, in an e-mail to [info@ thecorporatecaterer.co.za](mailto:info@thecorporatecaterer.co.za) clearly identify the photograph the date it was taken, where it was taken and themselves and request its removal**

**E-mail: It is a condition of membership of this site that the member agrees to receive e-mails from [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za) and that these e-mails may carry commercial advertising or information of sponsors or advertisers. Members may unsubscribe from the site if they do not wish to receive such e-mails.**

**Choice of law: The Website is controlled, operated and administrated by the Provider from its offices as set out below within the Republic of South Africa. The Providers make no representation that the content is appropriate or available for use in the locations or countries. Access to the Website from territories or countries where the content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside South Africa, that User is responsible for compliance with all local laws. The laws of the Republic of South Africa shall govern these terms and conditions, and the User consents to the jurisdiction of the Cape Town High Court in the event of any dispute. If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full**

**force and effect. These terms and conditions constitute the entire agreement between the Provider and the User with regard to the use of the content and this Website.**

**Health and services: The provider (The Corporate Caterer) the owners and employees cannot be held responsible for:**

- Any health issues arising from using our services.
- Cancellations due to any cause whatsoever.
- Products not delivered due to availability and seasonal changes.
- Wrong items ordered or any food shortage.
- Any losses in products due to any cause, including negligence.
- Any losses in hardware, cutlery and damages to property while in the service of the client.
- Any court cases, legal action or non-payments against The Corporate Caterer

The Terms and Conditions as stated in any Quotation or Invoice as part of a service or agreement between any client and The Corporate Caterer, will be as follow, and the client will agree on the following, should the client either pay a booking deposit, or sign any contract as provided by The Corporate Caterer, in order for the following Terms and Conditions to be valid:

- It is the responsibility of the client to inform us of any changes or alterations to their needs with regards to any of the above equipment or food supplied at least 3 (three) days before the date of the function.
- Should guests fail to arrive or attend any function that The Corporate Caterer cater for, the client who accepted the quote will still be responsible for the full payment and settlement of the amount mentioned in the quotation/invoice for the number of guests quoted for and as mentioned on the quotation/invoice.
- The Corporate Caterer cannot be held responsible for any loss or damages whatsoever.
- All equipment will be removed after the function.
- The client responsible for payment will be held liable, and will provide all food and beverage at his expense for the duration of the event for any staff-member of The Corporate Caterer.
- The Corporate Caterer and their staff may stop any function at their discretion, should any of The Corporate Caterer's staff feel unsafe, be harassed or molested. Full service charges as per invoice will be billed to the above client.
- It is the responsibility of the client to ensure that there will be access to the venue.
- Client or venue must supply a table or tables unless arrangements were made prior to the event
- A dedicated power supply must be supplied by the venue for catering purposes. (Dedicated- power-point only to be used by The Corporate Caterer).
- Any damages to equipment must be reported immediately.
- 50% deposit required on all bookings. This deposit is non return-able in the event of a cancellation. The outstanding balance must be paid in full 3 (three) days prior to the date of the event. Failure to pay the full outstanding amount may result in the forfeiture of deposits paid and the cancellation of services.
- As soon as the client accepts the quotation/invoice and paid the 50% deposit this contract is considered valid and will be honoured as such.
- The client who's signature appear underneath this document accepts full responsibility for any damages to the rental equipment, and will be held liable for all late returns and costs involved.
- The Corporate Caterer is only responsible for cleaning cutlery, crockery and serving gear used by us during preparation and serving of food. All other cleaning of rentals as rented by the client is the client's responsibility. All "dry rentals" will be the responsibility of the client to clean, or The Corporate Caterer can supply a cleaner at an additional cost.
- It is the client's responsibility to securely lock any equipment away not in use, as The Corporate Caterer cannot be held responsible for any items lost or stolen.
- Any equipment reported stolen will be replaced by the same equipment or an equivalent, at the client's expense, by The Corporate Caterer.
- Any equipment damaged will be repaired or replaced, whichever is the most liable, at the client's expense. Any cutlery or crockery damaged or lost will be charged for the client's account, and must be paid for in full on the date of the function.
- All quotations valid for 1 (one week), unless drastic increases are experienced in the food and beverage industry. We reserve the right to change costing and prices accordingly, but will notify customers if we do

so.

- Deadlines for acceptance of quotations and full payments are 72 hours prior to the date and time of scheduled event.
- The Corporate Caterer reserves the right to charge a delivery fee depending on location and size of the order.
- Should non-payment of invoices occur prior to delivery being made, The Corporate Caterer reserves the right to add Admin charges on all outstanding invoices.
- Children under 10 years of age pay half price for food, but full price for cutlery and crockery.
- The Corporate Caterer reserves the right to charge the client a R100-00 penalty fee per hour or any part of an hour should the client decide to postpone the serving time as indicated in the accepted quotation/invoice.
- In the event of a confirmed booking being cancelled the following charges will apply:

Notice of Cancellation Received:	Cancellation Charge:
Within 14 Days of event	25%
Within 7 Days of event	75%
Within 4 working days of event	100%

Any liability to sub contractors or other direct costs or expenses incurred on behalf of the Client will also be charged to the Client.

#### **Menu Prices**

Menu prices are based on costs prevailing at the time of the quotation and are prepared on the basis of specific numbers. The price is subject to alteration depending on the agreed final number of guests. Menu prices and costs of other items supplied may change due to market availability. The Corporate Caterer will endeavour to keep the client informed of any price changes and alterations will be notified promptly.

#### **Loss or Damage**

The Client is responsible for any loss or damage to hired equipment, however caused, from the time of delivery until collected by The Corporate Caterer, or sub contractor, or returned by the Client. Any losses or breakages will be charged for at full replacement cost. The Client is responsible for any loss or damage to hired equipment, however caused, from the time of delivery until collected

#### **Delivery Delays**

The Corporate Caterer does not accept responsibility for any loss caused due to delivery delays outside of our control.

#### **Tastings**

All food and labour costs incurred in arranging food and wine tastings on behalf of the Client will be fully charged to the Client, if no function is booked following the tasting. If a function is booked following a tasting a small charge will be added to the final bill to cover some of the food and staff costs

#### **Force Majeure**

No liability is accepted for failure of performance due to strike, lock out, hostilities or any other circumstances outside the control of The Corporate Caterer.

Contact Details: **In the event that you need to contact the Provider for purposes relating to these terms and conditions, please use the following contact details:**

Email: [info@thecorporatecaterer.co.za](mailto:info@thecorporatecaterer.co.za)

Web: [www.thecorporatecaterer.co.za](http://www.thecorporatecaterer.co.za)

1 May 2011