

OFF THE MENU BANKING DETAILS

Account Name: The Chef's Playground (PTY) LTD

Account No: 62865521209

Account Type: Platinum Business Account

Branch Code: 210828

Reference: Party Name

DISHES ON THIS MENU MAY INCLUDE THE FOLLOWING ALLERGENS:

Nuts - N | Fish - F | Shell Fish - SF | Vegetarian - V | Pork - P

BOOKINGS PE:

The Elvee, 277 Main Road, Walmer, Gqeberha, 6065

041 555 0446 | 060 866 9178

eat@offthemenufoodemporium.com

BOOKINGS SFB:

The Village Shopping Centre, Lyme & St. Francis Drive, St Francis Bay

041 010 5451 | 072 255 1178

eat@offthemenufoodemporium.com

PRIVATE DINNER BOOKINGS T&C'S

1. Confirmation Of Booking

1.1 The booking becomes confirmed upon the Restaurant's receipt of signed Terms and a deposit payment. Specific banking details are outlined in clause 21 of these Terms.

1.2 Any alterations to booking details must be documented in written form and hold no validity unless acknowledged in writing by the Restaurant via email: eat@offthemenufoodemporium.com.

1.3 Should the Terms be signed on behalf of an entity such as a company, partnership, agency, club, or similar group, the signatory asserts to the Restaurant that they possess complete authorisation to endorse the Terms. Failure to have such authorisation renders the signatory personally liable for fulfilling the contract with the Restaurant.

2. Minimum Spends, Deposit, and Bill Settlement

2.1 The agreed minimum spend for the booking is determined during the booking process. This sum encompasses VAT at the prevailing rate but excludes a discretionary service charge of 10%.

2.2 Upon signing the Terms, a deposit must be promptly paid to secure the booking.

2.3 To confirm the booking, both the deposit and any subsequent agreed-upon payments between the guest and the Restaurant at the time of booking must constitute cleared funds.

2.4 Settlement of the total bill is required on the booking date. The deposit will be deducted from the final bill at this juncture.

2.5 Should there be any concerns or grievances about the bill, they should be communicated in writing within 5 business days from the bill's date.

2.6 For parties larger than 8 guests, a deposit amounting to 50% of the selected menu's value is necessary to secure the booking. For groups of 8 or more guests, a menu selection must be made, with set menu options starting from R210.00 p/p for a 3-course meal.

2.7 A table reservation is valid for 24 hours prior to requiring confirmation through a deposit.

3. Non-Payment Of Deposit

3.1 Failure to clear the required deposit payment may lead to the Restaurant canceling the booking without incurring any responsibility towards the guest. The Restaurant reserves the right to charge the guest for any associated costs.

4. Cancellation By The Guest

4.1 All cancellation notifications must be conveyed in writing to the Restaurant and only hold merit upon written acknowledgement from the Restaurant.

4.2 Deposits will be refunded if the Restaurant is notified 10 days or more before the reservation.

4.3 In the event of a cancellation received within 48 hours of the booking, the Restaurant will impose the full amount of the agreed minimum spend.

5. Restaurant Cancellation

5.1 The Restaurant retains the right to cancel a booking without incurring any liability if: (i) unforeseen circumstances like fire, mechanical or electrical issues, staff disputes, or public authority orders force the Restaurant's closure; (ii) Force Majeure conditions (as outlined in clause 14) come into play; (iii) you become insolvent, go into liquidation or receivership; (iv) you violate any of the Terms; and/or (v) the required deposit isn't paid as stipulated in these Terms or if funds haven't cleared.

6. FINAL NUMBERS

6.1 A written confirmation of the final headcount for a booking is obligatory at least 7 days prior to the booking date.

6.2 Failure to notify a reduction in numbers at least 3 business days before the booking date (as detailed in clause 7.1) empowers the Restaurant to charge for the full number initially booked. Charges under this clause hinge on the menu's price and the number of people cancelled.

6.3 Efforts will be made by the Restaurant to accommodate increased numbers, charging accordingly for this service. However, it isn't liable for any inability to provide such accommodation or service.

7. MENU

7.1 A uniform menu choice for all party members is required by the Restaurant, with allowances for dietary preferences.

7.2 Dietary requirements should be communicated to the Restaurant when selecting the menu.

7.3 Menu and wine selections should be finalised at least 48 hours before the booking. Unforeseen supply issues might necessitate alternate choices, in which case the Restaurant will promptly propose substitutes.

8. PRICES

8.1 Prices cover VAT at the current rate, with an additional 10% discretionary service charge.

8.2 All prices are accurate at the time of publication and encompass VAT or pertinent government taxes.

8.3 The Restaurant holds the right to adjust prices to reflect VAT or tax rate changes.

9. ALLERGIES AND INTOLERANCES

9.1 Guest allergies and intolerances must be clearly communicated to the Restaurant as per clause 8 of the Terms.

9.2 Prior to ordering additional food or beverages, a team member must also be informed. Guests with severe allergies or intolerances should acknowledge that despite precautions, allergen ingredients could still be present.

9.3 Custom orders requested cannot be guaranteed as allergen-free and are consumed at the guest's own risk.

10. GUEST CONDUCT

10.1 Responsibility lies with the guest for maintaining orderly conduct during the

function. Any actions constituting legal breaches, causing disturbances, infringing licenses, or involving illegal substances, betting, or gaming are prohibited.

10.2 The Restaurant reserves the right to refuse entry or expel guests whose behaviour is deemed unsuitable, at its absolute discretion.

11. DRESS CODE

11.1 The dress code is smart casual; sportswear, certain bottoms, caps, hats, and flip flops are not allowed. Clean trainers are acceptable.

11.2 Inappropriate attire or behaviour can lead to refusal of entry for you or your guests, as determined by the Restaurant's discretion.

PROPERTY LIABILITY

12.1 The Restaurant is not accountable for lost or damaged property of guests while on its premises.

FORCE MAJEURE

13.1 Inability to fulfil any Terms due to conditions beyond either party's control—like war, strikes, natural disasters, governmental restrictions—is not considered a breach of the Terms.

RESTAURANT LOGOS AND INTELLECTUAL PROPERTY

14.1 Usage of the Restaurant's logo or intellectual property necessitates prior written consent from the Restaurant.

14.2 If consent is granted, usage is restricted to the event or meal, and promotional materials require Restaurant approval.

14.3 Unapproved materials using the Restaurant's logos or intellectual property must be promptly discarded.

THIRD-PARTY SUPPLIERS

15.1 To engage external services like photographers, musicians, or others for the booking, consent must be obtained from the Restaurant after notification.

15.2 If such consent is granted, you're responsible for notifying Off the Menu Food Emporium of arrangements and ensuring the third party complies with insurance and safety requirements.

LIMITATION OF LIABILITY

16.1 These Terms do not restrict liability for death, injury, fraud, or misrepresentation.

16.2 Both you and your guests are accountable for compensating the Restaurant for damages resulting from your actions.

CONFIDENTIALITY

17.1 Both parties commit to confidentiality regarding disclosed sensitive information, including the Terms and chosen menu unless public knowledge or approved by the other party.

17.2 General The laws of South Africa govern these Terms and related noncontractual obligations. Exclusive jurisdiction lies with South African.