



Terms and Conditions

Food by Andrew Draper

189 Ridge Road, Umhlanga, KwaZulu-Nata, South Africa

1. **CLIENT** : A CLIENT is an individual or entity with details supplied in the above mentioned invoice, wanting to enter into a business transaction with Food by Andrew Draper.
2. **BOOKING DEADLINE** : We are happy to hold your booking for 14 days from date of quotation. Should written confirmation and the deposit, not be received before this date, we reserve the right to release your booking. Should the quotation be made within the 14 days of the event, we take the function as confirmed and cancellation fees will be deducted.
3. **DEPOSIT** : An 50% deposit of the Grand Total is required to confirm any booking from Food by Andrew Draper and its affiliates. A deposit is non refundable. Services are not guaranteed until the deposit is received and the terms and conditions as well as the quote have been signed and faxed back. We reserve the right to release your booking should the deposit and or signed proposal not be received within the 14 day period.
4. **NUMBERS** : Numbers of people to cater for must be confirmed 1 (one) week prior to the function and those numbers will be catered for and charged for. For functions in the excess of 100 guests, this confirmation must be made 14 days before, and if there is a large percentage drop, there may be a price increase per person to cover standard expenses.
5. **PART CATERING** : We do not do "part" catering as this interferes with the integrity of our product
6. **MENU PRICES** : We reserve the right to amend prices should our cost price fluctuate beyond our reasonable control.
7. **SUBSTITUTIONS** : Should an ingredient, décor item or equipment, for any reason, be unavailable we reserve the right to replace it with a suitable substitute of the highest quality available of equal value. We reserve the right to artistic licence and design.
8. **RELIGIOUS DIET** : We are NOT Halaal or Kosher certified, but will use certified products in the preparation of our meals. For orthodox customers, we will outsource to certified caterers and deliver the certified food packaged completely separate from any other food.

Continued on page 2...



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9. CANCELLATION : Cancellation must be received in writing.

The following cancellation charges apply:

- a. Confirmation deposit - 0% refund on deposit
- b. 31 days prior the event - 10% of the total event cost
- c. 30 – 15 days prior the event - 50% of the total event cost
- d. 14 – 5 days prior to the event - 80% of the total event cost
- e. 5 days prior or less to the event - Total event cost

10. PROOF OF PAYMENT : All prices are quoted in South African Rands and must be paid in South African Rands.

Proof of payment must either be emailed as a PDF file or faxed to our office. Payment slips can be emailed to Food by Andrew Draper on accounts@andrewdraper.co.za

11. LIABILITY AND INDEMNITY : Food by Andrew Draper, its member, staff and service providers are not liable for any loss suffered by the client, damage or injury to property or person of the Client during the contracted period detailing here within.

Food by Andrew Draper shall not be liable for and the Client hereby indemnifies Food by Andrew Draper against any breach or contravention of any law, by-law or regulation that is not brought to the attention of Food by Andrew Draper by the client, prior to the function.

12. EQUIPMENT HIRE : All goods hired out are only guaranteed for the actual day of the event. Whilst we will try to accommodate special requirements for early delivery, it cannot be guaranteed.

13. EQUIPMENT : Any and all equipment hired or supplied by Food by Andrew Draper to the Client shall be considered to be under the care of the Client and the client shall bear all the risks associated therewith, during the time period detailed herein. Any damages or loss of the equipment through any action, albeit negligence, theft or accident, becomes the Clients full responsibility to repair or replace. Such costs will be invoiced to the Client for full payment within 48 hours after the client has been supplied with such documentation detailing the cost of repair or replacement of the equipment. Late payment will constitute a 5% compound interest rate per week. All props, equipment and décor remain the property of Food by Andrew Draper – they may not be taken or sold. All equipment must be returned clean – excluding dry linen – and in good order and repair and re-packed in any packaging that was supplied with the equipment. If any goods are returned dirty, there will be a cleaning fee for these items deducted of the damage deposit.

Continued on page 3...



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15. **CHANGES** : It is the responsibility of the Client to inform Food by Andrew Draper and/or the relevant Consultant, Agent or Service Provider of any alterations details in this quote in writing. Failure to do this and leading to a service delivery error will be to the clients own account.

16. **5 DAY GUARANTEE** : We are happy to facilitate reasonable changes to this proposal, in writing, up until 5 working days to the commencement of the function.

17. **POSTPONEMENT** : Should any event or service be postponed or rescheduled by the Client, Food by Andrew Draper will endeavour to reschedule all services at no extra cost. However in the event of Food by Andrew Draper incurring any liability arising from such postponement the Client shall re-imburse Food by Andrew Draper for such costs.

18. **IDEA'S and CONCEPTS** : The Client shall under no circumstances use any intellectual property acquired through this business transaction such as, but not limited to, artist or service provider contact details or services being distributed, directly or indirectly. Such abuse of property could precipitate Food by Andrew Draper, its service providers or any third party involved, taking legal action. All ideas, menus and concepts detailed in the enclosed proposal have been developed exclusively by Food by Andrew Draper and are considered by them to be of Proprietary Nature and deemed their property.

19. **LEGAL COSTS** : Should the client fail to pay any amount due and payable under this contract timorously on the respective due date or fail to comply with any of the other conditions and stipulations of this contract the client agrees to pay all legal costs on a scale as between attorney and own client together with collective commission.

20. **FIRE, NATURAL DISASTERS, ACTS OF GOD** : Food by Andrew Draper are not liable for any fire, natural disasters and acts of God in the case of damage, service supply, quality, and losses to property. It is the responsibility of the client to ensure that the necessary fire extinguishers are on site. If the Client cannot supply their own, they can make arrangements for Food by Andrew Draper for the hire of said equipment.

21. **PAYMENT** : Direct transfer (EFT) only, (no cheques or cash payments are accepted unless approved by owner)

If payment is made by cash your attention is drawn to the provisions of Section 21 and supporting regulations of the Financial Intelligent Centre Act, 38 of 2001. in terms of this Act you will be required to provide further information. Unless otherwise agree, balance of payment 20% is required 5 working days prior to your function, by electronic transfer. If no payment is reflected in our account 48 hours prior to the day of the function, we reserve the right not to commence with the set up, food preparation or delivery of items.

Continued on page 4...



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Receipt of deposit or any part payment or signing of the quotation, will indicate acceptance of Conditions detailed here within and bind Food by Andrew Draper and the Client in a formal agreement.

22. BANKING DETAILS :

FOOD BY ANDREW DRAPER

FNB (Florida Road)

Branch Code: 220526

5074 1149 469

ALL CASH BANK CHARGES FOR CASH DEPOSITS OR RETURNED PAYMENTS WILL BE FOR THE CLIENTS ACCOUNT.

Client Agreement

23. CLIENT DETAIL

Physical Address _____

Postal Address _____

Home Telephone Number _____

Work Telephone Number _____

Contacts Cell Number _____

Contacts Name _____

Contacts E-mail Address _____

I.D./Passport/VAT reg. NUMBER _____

24. VENUE DETAILS

Venue Name _____

Contact Person _____

Physical Address _____

Telephone Number _____

E-mail Address _____

WE/I _____

ACCEPT THE TERMS AND CONDITIONS AS SET ABOVE.

PRINT NAME _____

COMPANY/INDIVIDUAL _____

DATE _____

DATE OF FUNCTION _____

SIGNATURE _____