



S ESOP T/A Sameer's Caterers – SAMCAT EVENTS



Indemnity Agreement:

MEMORANDUM OF AGREEMENT BETWEEN SAMEER'S CATERERS AND THE APPLICANT

Indemnity form of Sameer's Caterers, hereafter agreed and referred to as the Contracted Caterers, in addition to any other conditions which may be advised, the Contracted Caterers in all cases accept booking subject to the following conditions:

- Neither the Contracted Caterers, their staff, Sub Contractors or agents shall be liable for any loss, damage or harm is not attributable to the negligence or recklessness Of the caterer, its staff, sub- contractors or agents, or where the cause of such loss, damage or harm could not reasonably have been foreseen or did not exist at the time of concluding this agreement. The caterer shall further not be held responsible should the event be cancelled due to weather, strike, war, or government Interference.
- Personal Belongings:** Client / Customers and their guests shall bear the obligation of ensuring that their personal belongings are kept safe at all times. The contracted caterer, its staff and /or agents shall not be held liable for any theft, loss or damage to client's belongings where such theft, loss or damage is not Attributed to their negligence or recklessness
- No friends, servants, staff or agents of the Contracted Caterers has authority to vary these conditions, and no representative or other employee or agent of the Contracted Caterers is authorized to commit the Contracted Caterers to any liability whatsoever and the Contracted Caterers will not be bound by any statement or representation unless it is in writing and signed by a duly authorized person appointed by the Contracted Caterers.
- The Contracted Caterers appointed by the client/ customer shall at all times be in charge of/ and all matters related thereto, and the participants must abide by their decision.
- Due to war and instability which may arise the Contracted Caterers cannot guarantee your safety and can therefore not accept any responsibility whatsoever and cannot be held liable for any damage, injury or death, caused by unrest, war, military actions, hijackings, bombs explosions, national disasters, pandemics, lockdowns and acts of terror in any way. Your safety is important to the Contracted Caterers and therefore the Contracted Caterers reserves the right to change or cancel any booking should they believe that the activity might endanger and /or be a possible threat to the attendee's life. The Customer expressly agrees that should any of the above disasters occur and should decide to cancel the deposit will be forfeited (Non Refundable).
- Food Preparation:** Sameer's Caterers shall prepare and deliver the agreed upon menu attached to this Contract to the location and on the date and time set out on the Face of this Contract.
- Deposit:** The Customer expressly agrees to pay the deposit amount upon execution of this contract. The Function date only be secured on the deposit has been received by Sameer's Caterers. Payment of the deposit shall automatically imply acceptance of these terms and conditions regardless of whether they have been signed or not. The Deposit amount will be applied to the total contract price. In Accordance with Section 17 of the Consumer Protection Act, in the event the customer cancels the booking before services rendered, regardless of the reason for cancellation, the customer expressly acknowledges that Sameer's Caterers will reserve the right to retain the deposit paid as a cancellation penalty. _____ (Customer Initials)
- Cancellations:** should a cancellation occur, kindly note that the deposit paid is not refundable. _____ (customer Initial)
- PLEASE TAKE NOTE:** That where Sameer's Caterers have been contracted for the purposes of a wedding function, and should the Customer cancel prior to the function, the deposit will be forfeited as per the above cancellation policy and the deposit cannot under any circumstances be transferred and utilised in respect of any other alternative function, ie: the deposit pertains to the existing wedding contract.
- TAKE FURTHER NOTE:** Where the original booking includes catering and the supply of décor etc, and where the customer elects thereafter to cancel one aspect of the services ie the décor, 50% of the deposit shall be forfeited as a cancellation penalty in respect of the cancelled services and the balance shall be retained and allocated towards the remaining services to be rendered.
- Payment:** The contract price must be paid in full no later than 14 DAYS prior to the event date. Payment may be made by cash or cashier's check to Sameer's Caterers stating name and function date. The Customer acknowledges and agrees that in the event that full payment is not received within the prescribed period, the Sameer's Caterers shall retain the right on written notice to the customer, to cancel this contract, the function date and retain any deposit paid as a reasonable cancellation penalty. Please note NO CASH DEPOSITS ARE ALLOWED, method of payments – EFT, CASH or Cashiers Cheque no later than 14 Days before event date. _____.
- Number of Guest:** Customer agrees to confirm the final guest count ("Guaranteed Number") at least 7 full working days prior to the event, if the actual number of guest attending the event is less than the Guaranteed Number, Customer will still be charged for the Guaranteed Number. If the actual number of guest is more than the Guaranteed Number, customer will be charged at Sameer's Caterers established rate stipulated on this contract per person for each guest over and above the Guaranteed Number.
- Staff Provided by Sameer's Caterers:** will be provided, cut of times is 23:00pm. If any of Sameer's Caterers employees are required outside of those hours, Customer will be charged an additional R150, 00 per hour (or a portion thereof) per Employee. By under no circumstances will Sameer's Caterers employees re-wash any utensil (plates, tumblers, spoons) further than the actual number of guest stipulated on this contract. Should Alcohol be served at the function customer is required to provide or advise Sameer's Caterers in getting separate Utensils. No non Halaal items can be consumed on our Cutlery and Crockery. _____ (Customer Initial)
- Substituted Items:** Sameer's Caterers reserves the right to substitute items (including but not limit to the food and flowers) that become unavailable in the market or that exceeds reasonable market prices. Sameer's Caterers will make best efforts to notify the client of such substitution if time allows.
- Shortages of tables and chairs:** Should the venue have any shortages of Tables (Round or Trestle) and Chairs (Tuffy, High back, steel) the customer is liable for all cost in the hiring, unless stipulated in the contract whereby Sameer's Caterers are responsible in the hiring of items.
- Sweeping and Cleaning:** Sameer's Caterers will only sweep the venue, however precautions will be taken place to ensure the table's and chairs are kept back in their respective places.
- Remainder of Meals:** Clients / Customers are requested to arrange containers / Pots to take away the remainder of the meals after the function. No distribution will be done to friends and families by Sameer's Caterers, should your guest wish to take meals away kindly make prior arrangements with Sameer. **Under no circumstances will Sameer's Caterers Pots be taken away after the function.**
- Booking of additional services:** Please take note that Filming and Photography, Sound, Stage Décor form part of additional services offered by Sameer's Caterers and will be at additiona agreed costs. Should the customer book any such additional services for the day of their function we will require at least 6 month's notice of the customers intention to cancel any of the additional services, failing which Sameers Caterers shall reserve the right to levy a reasonable cancellation penalty. Should the function be postponed, prior arrangements can be made for re-booking.
- Postponed / Change of Dates:** In the Event that the customer changes the function date once confirmed, the customer shall be obliged to pay the prevailing rates As at the new date. Upon setting a new date the client first needs to check availability with Sameer's caterers, should a new date be set and Sameer's Caterers is not available the deposit paid is thereafter not Refundable. The quote cannot be substituted for other items to Rand Value.
- Addition Setups:** We at Sameer's Caterers are not liable for any addition setups ie. Stage Décor platforms, lighting at venue, Carpets, Air-conditioning are all additional hiring costs.
- The Customer hereby specifically agrees that all future communication and instruction to the caterer shall be done in writing by way of email or fax and further acknowledges that the caterer shall only accept instruction and communication with the customer who signed this contract.
- Morning Functions:** Please take note that the caterer shall require access to the venue the day before the function / Event, any costs incurred in securing access to the venue shall be for the customer's account.
- Appointment Setups:** email admin@samcat.co.za to setup an appointment, the last appointment setup should be done atleast 1 month prior to your event date, as much as we would try to accommodate you please note that evening appointments are only done over 2 days in the week, We do not consult over Weekends and Public Holidays. kindly forward all queries to sameer@samcat.co.za.
- We assure our clients of our best endeavours at all times and would also like to assure our clients that in the unlikely event of the proprietor of Sameer's Caterers or their cooking staff passing away or falling ill before the client's function, services will still be rendered in accordance with the agreement and if Sameer's Caterers is unable to provide services, we will enlist the services of reliable established colleagues in the industry to provide the services in our absence.

I _____ hereby accept the terms and conditions applicable and I declare that I have read, understood and I accept the above Indemnity Agreement in full.

Sign: _____ Identity Number: _____ Date of Function: _____

Witness / Fiancé: _____ Sign: _____ Date Signed: _____