



Terms and Conditions

Thank you for choosing Bruce's Catering for your upcoming event. You can be assured that our staff and management are committed to providing all the professional services required to make your event an absolute success. In order to ensure that we deliver a quality service, the following guidelines and procedures will help to make sure that your requests and our requirements are understood.

The nature of this document is an agreement which shall become binding upon the Customers' acceptance of this quote. Please review the following terms and conditions.

1. PAYMENT

1.1. Payment will become due on indication of acceptance of this quote. Payment will be due prior to delivery of goods.

2. SERVICE FEE

2.1. A 10% service fee will be charged over and above on all Non-food items and services arranged on your behalf.

3. PLACEMENT OF ORDERS

3.1. It is a requirement that catering orders be received by Bruce's Catering within 24 to 36 hours prior to the delivery (excluding weekend functions) to allow for ordering and processing of your catering needs.

4. LAST MINUTE ORDERS

4.1. We will make every effort to provide catering for last minute orders. Please be aware that your prompt response and payment will contribute to our turnaround time for last minute orders.

5. BOOKING CONFIRMATION

5.1. To confirm drop off catering orders, upon receipt of your quotation ensure all details are correct including time of delivery and collection, number of people, location and contact details. If you are happy with the order and wish to proceed please reply to the email "I agree to the terms and conditions of the order, I wish to confirm order (insert quote #)". This will be electronically filed in our client folders for future reference. Unless this email is received, we cannot confirm the order.

6. AMENDMENTS

6.1. Late changes and additions will only be made subject to agreement and the sole discretion of Bruce's Catering.
6.2. Final catering numbers are due four business days prior. We always try to accommodate changes in catering numbers. Small changes must be lodged by 10.00am the day prior to the order.

7. SUNDAYS AND PUBLIC HOLIDAYS

7.1. Standard delivery times are 8.00am to 5.00pm Monday to Friday.
7.2. Catering on Sundays and Public Holidays (excludes Christmas and New Year's Day) will incur an additional charge of R250.00 per Bruce's Catering Staff member utilised for and on your function.

8. MINIMUM NUMBERS

8.1. Minimum order numbers apply as stated on menus for office and event catering.

9. SPECIAL DIETARY REQUIREMENTS

9.1. Bruce's Catering is a certified Halaal kitchen; in addition we understand the importance of catering for specialised dietary needs. We can tailor our menu to most dietary requirements, if catering orders are confirmed within the required timelines. Please note that we do not operate a nut-free kitchen.

10. CANCELLATION

10.1. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

11. You do not pay us the balance of your order by the date due for such payment; or

12. We have reasonable grounds to believe that you may not pay us the balance of your order by the due date and we have requested you to explain the position and you have not done so satisfactorily.

12.1. The Customer acknowledges that if they cancel the order within 2 days of the confirmed date of the function/ event they will be liable for the entire invoiced amount as well as any cancellation fees to subcontracted suppliers and venues as well as product prepared for the function/event. Any deposit paid in advance to secure equipment will at Bruce's Caterings discretion be forfeited (in full), if the booking is cancelled less than 30 days prior to the reserved date, and (in part), if cancelled before this time period. A cancellation fee is applicable to be determined by and calculated at Bruce's Catering's discretion.

12.2. A 100% cancellation fee where Bruce's Catering have not been advised of a cancelled event in writing and the order has been prepared and/or delivered. Staff charges will apply.

13. LATE PAYMENT

13.1. The maximum NCA interest rate is 23.2%. The Customer undertakes to pay interest at the rate of 1.8% per month to Bruce's Catering upon demand in respect of any and all overdue amounts payable in terms of this agreement from the date upon which such amount became due and payable until date of payment.

14. EVENTS OUTSIDE OUR CONTROL:

14.1. Bruce's Catering shall not be liable or responsible for any failure to perform, or delay in performance of any of our obligations with you that is caused by events outside our reasonable control (such as damage to the venue, serious adverse weather conditions and interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your catering.

14.2. No liability or responsibility will be accepted in the respect of late or non-delivery, mechanical or other circumstances beyond Bruce's Catering's control.

15. HIRE

15.1. We hire on your behalf. All equipment utilised at your function/event is subject to the hire terms and conditions.

15.2. If your function/event is more than 3 months after the date of acceptance of the quote, Bruce's Catering reserves the right to increase the charge for the hire should the charge from the sub contracted hire supplier be adjusted.

15.3. The Customer hires from Bruce's Catering the goods specified on the face of the quotation for the period and at the hiring charge specified.

15.4. The goods are delivered without any warranty whatsoever as to their condition or quality and the Customer acknowledges receipt of the goods in good condition.

15.5. The Customer acknowledges that the ownership of the goods at all times remains vested in Bruce's Catering.

15.6. The Customer shall be responsible for any damages sustained by Bruce's Catering arising out of the Customer's use and possession of Bruce's Catering's goods. The Customer shall be responsible to replace any goods missing or damaged for whatever reason at current replacement cost. A certificate by Bruce's Catering certifying such replacement cost shall be final and binding on the parties and shall be sufficient for the purpose of obtaining summary or default judgement against the Customer.

15.7. The goods shall be at the sole risk of the Customer from date of receipt thereof to date of return to Bruce's Catering and irrespective of the cause. The Customer shall be responsible for any missing or stolen goods or for any damage to the goods or for any damage sustained by any third party arising out of the Customer's possession of the goods and indemnifies Bruce's Catering against any such loss or damage. In the event of hire being stolen and/or lost and/or damaged for whatsoever reason and howsoever arising, the customer shall be liable to pay Bruce's Catering upon demand the total amount of such damage/loss together with the standard hire charges.

- 15.8. All goods hired shall remain on the premises to which they were delivered and shall not be removed therefrom, nor shall the Customer lend any hired goods to a third party without the written consent from Bruce's Catering. The Customer agrees to utilise the goods only in the manner for which they are intended, not to tamper with or attempt to make repairs to the goods whatsoever nature, without the written consent of Bruce's Catering, if such works or repairs are effected without the written consent as aforesaid Bruce's Catering shall be entitled to demand from the Customer the current replacement cost of any such goods.
- 15.9. Bruce's Catering will not accept any responsibility of count unless goods are counted in the presence of its representative. Should goods be returned not so counted, the count taken in the Bruce's Catering's premises will be final and binding on the Customer.
- 15.10. Tablecloths must be dried before being returned. Any cloths returned to Bruce's Catering in a mildewed condition, stained, torn or cigarette burned, will be charged for at full replacement value.
- 15.11. If the Customer does not return the entire order on the specific date, the Customer agrees to pay the full daily charge for each day until such time as goods are returned.
- 15.12. No responsibility will be accepted for damage caused by the Bruce's Catering's representatives, agents, employees or servants to overhead or underground cables, nor to fixed installations, irrespective of whether the exact location of these have been pointed out or marked out to Bruce's Catering in advance.
- 15.13. No responsibility will be accepted by Bruce's Catering for any hire shortages unless notified within 24 (twenty four) hours of delivery, or prior to the function/event.
- 15.14. Bruce's Catering may request access to any premises or function venue of the Customer for the purposes of quoting, delivering, inspecting, repairing and collecting, any or all of the hired equipment.
- 15.15. If goods are delivered and services are rendered by Bruce's Catering, and equipment is requested to be returned after the said delivery, for whatever reason, then these goods and services will be charged for in full, unless Bruce's Catering agrees otherwise.
- 15.16. After hour collections will be charged for in accordance with the applicable charge which will be provided on request.
- 15.17. Any extra work performed will be charged for in accordance with the applicable charge which will be provided on request.
- 15.18. Furniture must be placed under cover in rainy weather.
- 15.19. Our staff do not set out tables and chairs however; we do encourage them to be of assistance at all times.
- 15.20. We hold no responsibility for the effects of prevailing weather conditions.
- 15.21. All goods must be checked by a responsible person together with our staff.
- 15.22. Customers receiving goods may be requested to produce identification.

16. ACCEPTANCE OF TERMS AND CONDITIONS

- 16.1. The Customer acknowledges, by his acceptance of the quotation, having read the a foregoing terms and conditions and agrees to be bound thereby and agrees to pay the services , as well any expenses incurred by Bruce's Catering or any Attorney's fees including collection charges, should an account be submitted to Attorneys for collection. The Customer acknowledges and agrees that onus of providing that the goods were not received rests on the Customer.

17. LIMITED LIABILITY

- 17.1. No claim shall be made against Bruce's Catering or its representatives , agents , employees or servants for any injury , damage , loss or other , of whatever nature , and whether suffered by Bruce's Catering or any other person , at the Customer's premises or function venue , resulting from any negligence by Bruce's Catering in performing its services.
- 17.2. No extension of time or indulgence granted by Bruce's Catering to the Customer shall affect, prejudice or derogate from the rights of Bruce's Catering in any respect under this Agreement nor shall it in any way be regarded as a waiver of any of Bruce's Catering's rights hereunder or a novation of this Agreement, or debar Bruce's Catering thereafter insisting on compliance with the terms and conditions thereof.

18. DISPUTE RESOLUTION

- 18.1. For the purposes of all or any legal proceedings against the Customer hereunder, the Customer hereby consents to the jurisdiction of the Magistrate's Court notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent confirming jurisdiction upon the said Magistrate's Court provided , however , that Bruce's Catering shall have the right as its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which but for the a foregoing , would exceed the jurisdiction of the Magistrate's Court.

18.2. ERRORS AND OMISSIONS EXCEPTED