



Fairways

A MEMBER OF THE CAFÉ 41 GROUP



FUNCTIONS & WEDDINGS 2022



Prices and terms valid from January 2022 - August 2022



VENUE INFORMATION, TERMS & CONDITIONS AND PRICES

VENUE FEE (CALL FOR OUR MONTHLY SPECIALS)

| VENUE | VENUE HIRE | CAPACITY |
|------------------|------------|----------|
| Lake View Room | R7475.00 | 70 – 180 |
| Chapel | R2875.00 | 20 – 70 |
| Conference A & B | R2900.00 | 20 – 70 |

INCLUDED IN THE COST OF THE VENUE HIRE

- Venue
- Standard Crockery, Cutlery and Glassware
- Round Tables and Standard Chairs (8 – 10 Seats)
- White/Black table linen, including white/black cloth napkins
- Gift Table
- Designated Manager
- Fully licensed bar

EXCLUDED FROM THE COST OF THE VENUE HIRE

- Flowers - Dance Floor
- All beverages - Photography
- Special cutlery and crockery - Décor, Draping
- All drinks from the bar, and table wines
- Various options are available for the Bar, please ask your coordinator
- Red Carpet

Venue Information, Terms & Conditions and Prices

Residents of Silver Lakes - Venue hire less 50% discount

MENU AND VENUE INFORMATION

- Our menus are extensive and the food exquisite. Fairway Food Service (Pty) Ltd will always strive to meet your needs. Be it Halaal or Kosher, Vegan or Vegetarian
- A variety of menus are available to suit all requirements
- Special dietary/catering needs must be arranged in advance
- All prices are inclusive of VAT and are subject to change without prior notice

VENUE CUT OFF TIMES:

- Venue is available from 12h00 for setup if the venue has not been booked for an earlier function. After 23h00 an overtime rate will be applicable as mentioned below
- An extra R2000.00 per hour will be charged for events running until 02h00
- From 02h00 – 04h00 an extra fee of R2500 per hour will be charged
- The fee applicable to Sundays & Public Holidays is R3500 per hour
- Sunday cut off will be at 19h00

WAITERS:

- Dedicated waiters will be charged at R350,00 per waiter. One waiter per every 10 guests. Please take note that this is not a gratuity
- Waiters & barman cut off time is 23h00, thereafter the above mentioned charges must be paid in advance or at time of request if not paid in advance

ADDITIONAL INFORMATION

- VAT is included in our rates quoted
- A 60% deposit along with a signed contract will secure your booking
- We require that last rounds are called at 22h00, the bar will close at 23h00, unless other arrangements have been made with management
- All music will be turned down at 22h30. If any guest does not abide by this rule, security will be called in and if a fine is issued, will be payable by the host.
- You may choose to have a cash or account bar or a combination
- Prices subject to change and availability

BEVERAGE INFORMATION

- All beverages must be purchased from Fairway Food Service (Pty) Ltd
- Beverages for the event should be selected 7 days before the function from the beverage list
- Cash bar available (only items selected by the function organizer)
- Bar Limit (amount and items selected by the function organizer)
- Cash and bar limit
- All prices are inclusive of VAT and are subject to change without prior notice





CONTRACT 2022



Prices and terms valid from January 2022 - August 2022



1. Kindly read & sign pages 1 - 3 of this contract and return by fax to (012) 809-2070 within 48 hours of receipt of the agreement. On signing of this contract Fairway Food Service (Pty) Ltd requires a 60% deposit within 48 hours in order to secure your booking. Unfortunately we cannot accept verbal confirmations. In addition, the outstanding balance of payment must be settled prior to Fairway Food Service (Pty) Ltd opening the doors on the function day.

BANKING DETAILS

Fairway Food Service (Pty) Ltd

Nedbank | Account Nr 110 737 4839 | Branch Code 160 545

Please send proof of payment to daleen@silverlakes.co.za

2. TERMS & CONDITIONS:

- 2.1. The client shall notify Fairway Food Service (Pty) Ltd in writing of all function details, requirements and order of proceedings, not less than 14 (fourteen) days prior to the function, failing which, Fairway Food Service (Pty) Ltd shall, at its sole discretion, make the necessary arrangements on behalf of the client.
- 2.2. The following amendments will be allowed to function guest numbers:
 - 2.2.1. No more than 5% of the guest numbers may be cancelled 14 days prior to the function;
 - 2.2.2. No more than 10% of the guest numbers may be cancelled 15-29 days prior to the function; and
 - 2.2.3. No more than 15% of the guest numbers may be cancelled 30 days or longer before the function.
- 2.3. Please note that the Agreement may be unenforceable if the price is not fixed. As such we suggest that as soon as possible after you obtain a fixed price, such details be confirmed to render your agreement enforceable.
- 2.4. It is the client's responsibility to verify the correctness of accounts for beverages consumed during the function prior to the termination of the function, failing which a certificate signed by a Fairway Food Service (Pty) Ltd supervisor shall be deemed prima facie proof of the correctness of such an account for any legal purpose or proceedings.
- 2.5. No food and beverages may be brought onto the premises of Fairway Food Service (Pty) Ltd or into any allocated function room. The client shall not be allowed to print, affix or attach in whatever way, any sign, notice, fixture or appurtenance to any wall, partition, ceiling, rail or floor or other matter, of any venue, without the prior written approval of Fairway Food Service. Fairway Food Service (Pty) Ltd reserves the right to charge for damages caused.
- 2.6. Late Staffing Fee: the venue is included in the venue hire charge until 24h00, thereafter a R1000.00 per hour excluding VAT, levy will be charged for events running until 02h00 am. From 02h00 – 04h00 a fee of R2500 per hour will be charged. These fees will increase on Sundays & Public Holidays.

- 2.7. For certain events Fairway Food Service (Pty) Ltd may charge a deposit against the cost of possible damage to the club or any part of the property, which could occur during the course of the event. The client shall be responsible for all damage caused to any venue for any act or omission by the client, any guest or invitee regardless of whether a deposit was charged. This cost remains the responsibility of the person that signs this document.
- 2.8. Fairway Food Service (Pty) Ltd shall be entitled to put an immediate stop to any function, or request any guest or invitee to immediately leave the premises of Fairway Food Service (Pty) Ltd, should it be of the opinion of Fairway Food Service (Pty) Ltd that the function, clients guest or invitee is causing a disturbance with any other function, exhibition or other activity at Fairway Food Service (Pty) Ltd , or that any function, client, guest or invitee persists in the contravention of the rules and regulations as stipulated by Fairway Food Service (Pty) Ltd and the Estate rules from time to time.
- 2.9. Fairway Food Service (Pty) Ltd shall take every reasonable precaution, but shall not be responsible for any loss of life, injury or damage suffered by the client, any guest or invitee, as a result of any act or omission by any employee, contractor or sub-contractor or preferred supplier or Service to Fairway Food Service (Pty) Ltd. The client indemnifies Fairway Food Service (Pty) Ltd against any or all such claims, however arising.
- 2.10. Fairway Food Service (Pty) Ltd shall not be held responsible; in any manner whatsoever in respect of properties brought onto the premises by clients, guests or invitees and the signatory hereto acknowledges all or any risk thereof.
- 2.11. Fairway Food Service (Pty) Ltd reserves the right to require and to claim damages in respect of any property stolen, damaged or otherwise impaired as a consequence of any usage thereof, and the signatory hereto acknowledges all or any risk thereof.
- 2.12. Fairway Food Service (Pty) Ltd shall have the right to cancel any confirmed booking at any time prior to the function date without any liability towards the clients, any guest or invitee, should it be deemed necessary by Fairway Food Service (Pty) Ltd or as a result of a reason beyond the control of Fairway Food Service (Pty) Ltd or as a result of any strikes, lockouts or labour unrest. In such event Fairway Food Service (Pty) Ltd shall, without any obligation to do so, use its best endeavours to assist the client in placing the function at an alternative venue or postponing the function to another date. If no suitable arrangement can be made, all deposits received by Fairway Food Service (Pty) Ltd will be refunded to the client. No party will have any claim against the other.
- 2.13. All rates quoted are inclusive of VAT and are subject to availability and change. Fairway Food Service (Pty) Ltd reserves the right to change prices without prior notification.
- 2.14. All accounts are due and payable upon presentation of the invoice by Fairway Food Service (Pty) Ltd. Should the client request any additional goods/service on the day of the function an account charge form will be completed and added to the main account and payable upon presentation of final invoice. Any amounts not paid shall attract interest at the prime overdraft rate of the Bank plus 2% per annum.
- 2.15. In the event of any cancellation by the client:
- 2.15.1. 90 days prior to the function date, the full deposit will be refunded.
- 2.15.2. Between 60 and 89 days prior to the function date a cancellation fee equal to 25% of the value of the latest signed quotation, will be charged and be payable by the client.
- 2.15.3. Between 30 and 59 days prior to the function date a cancellation fee equal to 50% of the value of the latest signed quotation, will be charged to and be payable by the client.
- 2.15.4. Between 1 and 29 days prior to the function date a cancellation fee equal to 100% of the value of the latest signed quotation will be charged to and be payable by the client.





- 2.16. Smoking Regulations: client will at all times comply with the rules and regulations of Fairway Food Service (Pty) Ltd and in line with SA law.
- 2.17. The client shall not be entitled to cede any of its rights or assign any of its obligations in terms of this agreement to any person or entity without first having obtained the written consent of Fairway Food Service (Pty) Ltd.
- 2.18. Fairway Food Service (Pty) Ltd shall be entitled to immediately cancel the agreement in the event that the client is provisionally or finally liquidated or sequestrated, placed under judicial management or when an order payable in money is granted against the client or in the event that the client commits any act of insolvency as described in the Insolvency Act.
- 2.19. South African Law shall govern this agreement. The client consents to the jurisdiction of the Magistrates Court and chooses domicilium citandi et executandi at the addresses on this contract. Should any legal action become necessary and instituted against the client, the client will be responsible for all costs incurred by Fairway Food Service (Pty) Ltd on the scale as between attorney and own client.
- 2.20. This agreement constitutes the whole agreement between the parties and no representations or warranties, which do not appear in this document, shall be of any force or effect between the parties. For any amendment, waiver of indulgence to be effective as between the parties it must be reduced to writing and signed by both parties.
- 2.21. The client agrees to pay for any additional service, catering, or equipment requested either prior to or during the running of a function, that have not been included in the original quotation, proposal, invoice & agreement, as well as any losses incurred of any equipment requested.
- 2.22. Where any period is prescribed, that period shall exclude the first and include the last day.
- 2.23. Fairway Food Service (Pty) Ltd cannot be held responsible for any power outages or load shedding of electricity during any events booked Fairway Food Service (Pty) Ltd.
- 2.24. Should Fairway Food Service (Pty) Ltd outsource a supplier to provide goods/service or if an alternative supplier is arranged by the client, the bill must be settled directly with the supplier and not with Fairway Food Service (Pty) Ltd unless previously arranged.
- 2.25. It is the client's responsibility to ensure that the supplier complies with all the regulations of Fairway Food Service (Pty) Ltd
- 2.26. It is accepted that you have full authority to sign this document. Please Note: Fairway Food Service (Pty) Ltd cannot be held responsible for any losses incurred due to power failures during events due to National Power Outages and load shedding imposed by Eskom. Clients will not be entitled to withhold payment for any event due to the loss of power during events. A final guest list must be submitted to your co-ordinator at Fairway Food Service (Pty) Ltd and where possible include guest's cellphone number for the purpose of entering the estate. Guests will need to produce positive identification, ID book or driver's license.

PLEASE NOTE – PAYMENT TERMS:

A booking is only confirmed once the signed contract and 60% deposit of the full invoice amount has been received prior to the stipulated date, failing which the booking will lapse automatically. Full payment of the balance of the invoice, including an estimated amount to cover the bar bill & refreshments, must be received at least 72 hours prior to the function. Fairway Food Service (Pty) Ltd reserves the right to cancel any event should full payment not be received 72 hours prior to the start of the function.

Please initial each page

I the undersigned, accept the terms & conditions of the contract & hereby agree to abide by the before mentioned.

FULL COMPANY NAME: _____

VAT REGISTRATION NUMBER: _____

NAME OF AUTHORISED SIGNATORY: _____

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

DESIGNATION OF SIGNATORY: _____

DATE OF FUNCTION: _____

SIGNATURE OF ACCEPTANCE: _____

SIGNED AT: _____ ON _____

