

TERMS AND CONDITIONS

1. QUOTATION

All quotations ("the quotation") by The Farmyard Trading Post (Pty)Ltd. , Registration Number: 2005\023710\07 as requested by any client whereby The Farmyard Trading Post (Pty)Ltd. renders its services at any function ("the function") shall be strictly valid for a period of 14 (fourteen) days from date of the quotation.

2. CONFIRMATION AND PAYMENT

2.1 The onus shall be on the client to book and confirm the services of The Farmyard Trading Post (Pty)Ltd. by signing the quotation referred to in 1 and:

2.1.1 delivering to The Farmyard Trading Post (Pty)Ltd the quotation which shall incorporate these terms and conditions;

2.1.2 simultaneously upon delivery of the signed quotation in terms of 2.1.1, The Farmyard Trading Post (Pty)Ltd. shall furnish the client with an invoice ("the invoice") which shall comprise 100% (one hundred per centum) of the total cost payable by the client, which shall be payable as follows:

2.1.2.1 50% (fifty per centum) shall immediately be payable by the client; and

2.1.2.2 the balance shall be payable by no later than 7 (seven) working days prior to the date of the function;

2.1.3 in the event of either of the invoice payments in terms of 2.1.2.1 and 2.1.2.2 not being paid timeously by the client, The Farmyard Trading Post (Pty)Ltd shall have the right to terminate the services to be rendered to the client for the function, and the client, by signing the quotation, agrees that it shall have no claim against The Farmyard Trading Post (Pty)Ltd irrespective of the nature thereof and howsoever arising.

2.2 Invoices shall be due and payable within 7 (seven) days upon presentation to the client and payment may be made by means of:

2.2.1 cheque;

2.2.2 automated electronic transfer directly into the quoted bank account of The Farmyard Trading Post (Pty)Ltd initially being:

Account Name : The Farmyard Trading Post (Pty)Ltd

Bank : First National Bank

Branch : Savannah

Branch Code : 200 919

Account Number : 6209 0360 050

2.2.3 In the event that the client cancels a confirmed function, all payments received by The Farmyard Trading Post (Pty)Ltd from the client, shall not be refundable to the client and shall be forfeited and the client waives any claim and right thereto. The client agreeing that any such monies shall be deemed to be pre-estimated liquidated damages arising from the cancellation of the services of The Farmyard Trading Post (Pty)Ltd by the client.

2.2.4 A breakage deposit of a R1000.00 (refundable seven (7) days after event) is payable for in the case of malicious damage caused by guests during the event.

2.2.5 Venue & Bar facilities after 24h00 may be arranged seven days prior to the event at R1000.00 per hour or part thereof.

2.2.6 Venue rental times and prior event setting up requirement times should be finalized upon confirmation of the booking.

2.2.7

3. QUANTUM OF PERSONS AND DIETARY REQUIREMENTS

3.1 The client shall, in writing, inform The Farmyard Trading Post (Pty)Ltd by no later than 7 (seven) days prior to the day of the function of:

3.1.1 the total number of persons who shall attend the function; and

3.1.2 any special dietary requirements for persons attending the function.

3.2 In the event that:

3.2.1 the number of persons increase within the 7 (seven) day period prior to the date of the function, then in such an event, such additional persons shall be charged for at a rate of 125% (one hundred and twenty five per centum) per person of the quoted menu price in terms of the quotation; or

3.2.2 the number of persons decrease within the 7 (seven) day period prior to the date of the function, then and in such an event, the client shall remain liable for the original amount of persons which By Word of Mouth have been requested to cater for at the function.

4. AMENDMENT OF QUOTATION

4.1 Menu prices are prepared and quoted on the basis of the specific number of persons as provided by the client to By Word of Mouth, which menu price shall be subject to alteration depending on the final number of persons attending the function as confirmed by the client.

4.2 The contents of all menus, decoration of the venue or any other items that The Farmyard Trading Post (Pty)Ltd shall supply are subject to market availability and the client shall be notified of the non availability of same and shall notify the client of any alternative arrangements which may be made.

4.3 The client shall, to the extent that it wishes to vary the quotation, inform The Farmyard Trading Post (Pty)Ltd in writing by no less than 7 (seven) days prior to the date of the function. The Farmyard Trading Post (Pty)Ltd shall use its reasonable endeavours to comply with any such requests for variation of services, which shall be subject to the sole and exclusive discretion of The Farmyard Trading Post (Pty)Ltd.

4.4 By The Farmyard Trading Post (Pty)Ltd shall, in its sole and exclusive discretion, remove any food which it deems to be unsafe for human consumption due to the time lapsed from preparation to the date of the function and shall not be held responsible for the safety of any food supplied to it by the client or any other third party for the function.

5. LIMITATION OF LIABILITY

The Farmyard Trading Post (Pty)Ltd :

5.1 Shall not be liable for damage or loss of goods which have been supplied by the client to The Farmyard Trading Post (Pty)Ltd and accordingly, the client indemnifies The Farmyard Trading Post (Pty)Ltd against all and any claims in respect thereof.

5.2 Shall not be liable for any damage or injury caused by whatsoever nature and howsoever arising and/or suffered by the client or any person attending the function, and/or any third party, and the client indemnifies and holds The Farmyard Trading Post (Pty)Ltd harmless against any such damage and/or injury that may be suffered by the client, any person attending the function and/or any other third party.

5.3 Shall not be liable for any damage caused to any vehicles belonging to the client and/or other third parties except insofar as the damage is caused intentionally or The Farmyard Trading Post (Pty)Ltd is grossly negligent in causing such damage.

5.4 Accepts no liability for any loss, damage or consequential loss caused by The Farmyard Trading Post's failure to perform its obligations (whether the failure is due to negligence on the part of The Farmyard Trading Post (Pty)Ltd, its officers, its employees or sub contractors or due to any other causes). Neither The Farmyard Trading Post (Pty) Ltd, its directors, officers, employees or sub-contractors shall in any way, manner or form be liable under any circumstances for any loss or damage of any nature, including loss of profits, loss of business, or for any indirect, special, incidental or consequential damages of any kind in respect of these terms and conditions or otherwise, even in the event that The Farmyard Trading Post (Pty) Ltd has been advised of the possibility of damages.

6. FORCE MAJEURE

The delay or failure to comply with or breach any of the terms and conditions contained herein if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake or the perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, lockouts, blockage, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of the like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other. Should either party be prevented from carrying out its contractual obligations by *force majeure*, by no later than 7 (seven) days prior to the function, the parties shall consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of 7 (seven) days thereafter, either party shall be entitled to terminate the agreement forthwith on written notice and both parties shall waive any and all claims, if any, against each other.

7. CESSION

The Farmyard Trading Post (Pty)Ltd shall be entitled to cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of these terms and conditions without the prior written consent of the client having been obtained.

8. BREACH

Should any party commit an irremediable material breach or a remediable breach of any material provision of this agreement and fail to remedy such breach within 7 (seven) days after receiving written notice from any other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights in law, to cancel the services of The Farmyard Trading Post (Pty)Ltd or to claim specific performance of all the defaulting party's obligations whether or not such obligation would otherwise then have fallen due for performance, in either event without prejudice to the aggrieved party's right to claim damages insofar as the terms and conditions herein allow for same.

9. NEW LAWS AND INABILITY TO PERFORM

9.1 If any law comes into operation subsequent to the signature by the client of these terms and conditions, which law affects any aspect or matter or issue contained in these terms and conditions, both The Farmyard Trading Post (Pty)Ltd and the client undertake to enter into negotiations in good faith regarding a variation of these terms and conditions in order to ensure that neither these terms and conditions nor the implementation thereof constitutes a contravention of such a law.

9.2 If The Farmyard Trading Post (Pty)Ltd or the client is prevented from performing any of its obligations in terms of these terms and conditions as a result of any existing or new law or as a result of any event beyond its reasonable control, whether or not foreseeable, including general power failures, breakdown of telecommunication, networks or computers, political intervention, sanctions or insurrection, it shall not be liable for any failure to perform its obligations under these terms and conditions while such event persists.

10. GOOD FAITH

Each party hereby undertakes to exercise utmost good faith in its dealings with the other party in all matters concerning the execution of these terms and conditions.

11. GOVERNING LAW

The validity and interpretation of these terms and conditions will be governed by the laws of the Republic of South Africa.

12. GENERAL

12.1 These terms and conditions constitute the sole record of the agreement between the parties.

12.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

12.3 No addition to, variation, or agreed cancellation of these terms and conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.4 No indulgence which any party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

13. VARIATION

No addition to or variation, consensual cancellation or novation of these terms and conditions and no waiver of any right arising from these terms and conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

14. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder, and no delay or leniency in the enforcement of any right of any party arising from these terms and conditions, and no single or partial exercise of any right by any party under these terms and conditions, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from these terms and conditions or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.