

## TERMS AND CONDITIONS

### 1. QUOTATION

All quotations ("the quotation") by WDS Investments CC, CK Registration Number: CK 2004/035021/23 t/a BlackJack Events as requested by any client whereby BlackJack Events renders its services at any function ("the function") shall be strictly valid for a period of 7 (seven) 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 BlackJack Events by signing the quotation referred to in 1 and:
- 2.1.1 delivering to BlackJack Events 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, BlackJack Events 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 (including 75% for the bar and waiters, which are an estimate), which shall be payable as follows:
- 2.1.2.1 75% 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 following 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 timely by the client, BlackJack Events 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 BlackJack Events irrespective of the nature thereof and howsoever arising.
- 2.2 Invoices shall be due and payable upon presentation to the client and payment may be made by means of:
- 2.2.1 cheque;
- 2.2.2 banker's draft; or
- 2.2.3 automated electronic transfer directly into the quoted bank account of BlackJack Events initially being:
- Account Name: WDS Investments CC  
Bank: Standard Bank of SA Limited  
Branch: Killarney Branch  
Branch Code: 007205  
Account Number: 200294547

2.2.4 In the event that the client cancels a confirmed function, all payments received by BlackJack Events from the client, shall not be refundable to the client and shall be forfeited outright 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 BlackJack Events by the client.

### 3. QUANTUM OF PERSONS AND DIETARY REQUIREMENTS

- 3.1 The client shall, in writing, inform BlackJack Events 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 150% (one hundred and fifty 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 BlackJack Events 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 BlackJack Events, 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 BlackJack Events 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 BlackJack Events in writing by no less than 7 (seven) days prior to the date of the function. BlackJack Events 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 BlackJack Events.
- 4.4 BlackJack Events 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

- BlackJack Events:
- 5.1 Shall not be liable for damage or loss of goods which have been supplied by the client to BlackJack Events and accordingly, the client indemnifies BlackJack Events 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 BlackJack Events 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 BlackJack Events is grossly negligent in causing such damage.
- 5.4 Accepts no liability for any loss, damage or consequential loss caused by BlackJack Events's failure to perform its obligations (whether the failure is due to negligence on the part of BlackJack Events, its officers, its employees or sub contractors or due to any other causes). Neither BlackJack Events, its members, 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 BlackJack Event 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

BlackJack Events 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 BlackJack Events 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 BlackJack Events 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 BlackJack Events 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.
- 12.5 In the event of a supplier being contracted by BlackJack Events on behalf of the client, the client agrees to be bound by all terms and conditions set out by the 3<sup>rd</sup> party supplier.

### 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.