

Market: Non – Exclusive Function Terms and Conditions

Thank-you for showing interest and inquiring at Market for a non-exclusive large table event/booking.

Our experienced and professional personnel will assist you and your request as best they can. With our enthusiasm and energy it is our commitment to help create your event. Market's team will work closely with you to ensure that all the details that go into making your event a success, are taken care of.

Booking Confirmation and Payment

For non-exclusive reservations larger than 20 Guests one is required to choose a set-menu. Market has an extensive selection of Set Menu Items from starters to mains to desserts, which will allow you to construct the perfect set menu for your occasion.

To secure the date and table, we require a deposit which is calculated at 50% the set menu chosen or R80 per head should the client choose to eat from Market's a-la-carte menu (less than 20 guests but above 12 guests). This deposit must be paid within 4 days of the provisional booking to secure the table/space on your chosen and agreed date. This deposit will be deducted from your final bill on the night of your event. **We would like to emphasise that the only circumstances precipitating any type of refund of this amount would be those stipulated in the Consumer Protection Act, No 68 of 2008 (hospitalisation/death).**

Final numbers are due 48 hours before your event in the case of a set-menu or a minimum of 3 hours before arrival should you be dining a-la-carte. No-shows and non-diners on the day will be charged in full on a set-menu booking even if final numbers were supplied 48 hours before as per the above. No-Shows and non-diners will be billed at R80 per head on the day on a large table a-la-carte even if final numbers were supplied a minimum 3 hours before the arrival time, as per above.

Your Table Reservation includes the enjoyment of Markets everyday equipment. E.g. – Tables, Chairs, White table cloths, crockery, cutlery, glassware and ambient sound.

Market reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage or destruction of the venue by fire or any other cause, load shedding or unscheduled electricity power cuts, shortage of labour or food supplies, strikes, lockouts or industrial unrest, or any cause beyond the control of the company which shall prevent it from performing its obligations in connection with any bookings in its establishment.

Due to municipal by-law and Market's unique location, last rounds are called at 23H00 and the final cut off time for Market's ambient music is 23H30. Guests are expected to vacate the premises by 24H00 irrespective.

Please note that there is **no breakage charge** but should there be any damages to Market's property (fixed or removable) and/or Market's business operation(s) by an individual or group of individuals belonging to/invited by your group/function the **person responsible for the booking** will be liable for the repair of; or replacement of; or compensation for the damage caused.

Menus are seasonal and changes may be necessary/unavoidable, but not without prior consultation and your input and agreement. A menu price change might be possible for large tables booked and agreed on, more than 6 months in advance. This price change will never be more than 10%.

No corkage is allowed for set-menu bookings.

Corkage is charged at R50 per bottle, no more than one bottle per two guests on a-la-carte reservations.

Absolutely No alcohol, beverage or food may be brought onto Market's premises for consumption without express prior permission.

There will be a 12% service charge on the final bill for all food and drinks ordered and consumed.

We endeavour to take care of our guest's belongings, but Market does not accept any liability for loss or damage of any items or personal injury to and individual whilst on our premises due to negligence, over indulgence or any other cause.

Smoking laws apply in accordance with current South African legislation. Any area under roof is strictly non-smoking. Smoking in the courtyard is permitted however; should one smoke in the courtyard within 5m of another table or any form of covering any member of the public or Market's staff will have the right to ask the person(s) smoking to move to an area which is a safe distance from the objecting parties/covered area to continue smoking or terminate smoking immediately. Failure to do so can lead to a fine and/or removal from the restaurant as per South African Smoking Legislation.

Market reserves the right of admission at all times.

Any amounts outstanding regarding your function must be settled on the day/night or the following day by cash, credit card or electronic funds transfer. Should you settle by credit card a 3% surcharge will be levied on the outstanding amount if exceeding R10,000.00

Interest will be charged at Prime, as charged by First National Bank at the applicable time, plus 2% per week or part thereof for any amounts outstanding.

These T&C's are available from Market at all times and in part are displayed on our a-la-carte menu.

All Non-Exclusive Event/Large table bookings that have been made and accepted by Market (Deposit Paid or Booking agreed to in writing) are assumed to have read, understood and agreed to these Terms and Conditions.

If you have any queries with the above-mentioned terms and conditions, please discuss with Market prior to signing this agreement.

Agreement of any changes of the above conditions will only be valid if in writing by both parties.

Andre Schubert

Owner/Sole Member

Love Leigh Foods CC t/a Market

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