

TERMS & CONDITIONS

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Co-ordinates: 29.8673° S, 31.0459° E

Thank you for inquiring about Cargo Hold. Kind note all terms & conditions are non-negotiable.

Audio Visual, PA equipment, Entertainment

This is only permitted if the entire restaurant is booked exclusively for your function. There are unfortunately no exceptions. This is to avoid the inconveniencing of other diners. This is only permitted if the entire restaurant is booked exclusively for your function. DJ's, bands or any other form of entertainment, is not permitted unless this is approved by a manager. If this is approved, entertainment will end at 22:00pm, this is without exception. No additional lighting is allowed & sound will be controlled by the manager on duty.

Menu

Kindly select the menu you wish to be served. Please note that all food orders are taken by the waiters once all guests have arrived and are seated. We ask that all guests remain in the seat assigned to them to avoid confusion as to where the food is served. Any guests that arrive late for the function (ie: after 14:00pm for lunch and after 20:00pm for dinner) will be opted to have only have a main course and dessert. No pre-orders are allowed. As this is thought to be a faster process, it disorientates the flow of service & for this reason we do not allow pre-orders. To receive efficient & professional service along with quality food, please choose your selections on the day whilst dining.

Restaurant Policies

- Viewing of the Shark Tank is STRICTLY for Diners only.
- Guests with food allergies are to inform the manager/waiter prior to ordering, so that our Chef can prepare your meal according to your preference. Sharing of meals is not permitted unless otherwise stated.
- Children under the age of 12 years are not permitted for the dinner seating except for Mondays and National school holidays. During lunch, children must be supervised at all times & guests are kindly requested to remove unruly children from the dining room.
- If you wish to bring your own cake, a charge of R 48 per person will be applied to the total bill.
- Due to the high demand of our tank & railing tables, we will allow a 15 minute grace period for late arrivals & thereafter will release the table & your preferred table will be relocated. Should you be running later than 15 minutes, please contact the restaurant on (031) 328 8037 to avoid your table being released. Tank Tables are reserved 2 – 3 weeks in advanced. Due to limited space & availability of tank side tables, we cannot always accommodate table's right next to the tank
- Dinner Dress Code: Smart/Casual. Neat, conventional yet relatively informal in style. Appropriate attire will be accepted, no revealing outfits will be tolerated.
- Cargo Hold is happy to consider dividing the bill if it is discussed at the beginning of the service. Please talk to staff on arrival.

It is the responsibility of the person making the booking to inform all their guests of restaurant rules and regulations mentioned above. Please ensure this is made very clear as we will not allow any rules to be broken due to guests not being informed of our policies.

Trading Hours:

Lunch : 12:00pm - 15:00pm

Dinner : 18:00pm - 21:00pm

(Please note that times are subject to change according to season & business demands)

All Rights of Admission are Reserved.

Beverages

Corkage fee is R 75.00 per bottle; this applies to wine and sparkling wine (No spirits). Please note arrangements for the bar, beverages can be charged in three ways:

1. On consumption to the master account-Host to pay for all beverages – (Local spirits, local beers, soft drinks and juices) Full bar to account – There are no restrictions on any beverages.
2. Cash bar – Guests pay for their beverages.
3. Bar limit – This is set by you with any restrictions advised.

Seating

Due to the structural layout of the restaurant the maximum guests per table is at the discretion of the manager on duty. All bookings over 15 will be split into separate table. The number of tables assigned to a group depends on the restaurants reservations. There are only rectangular tables. As per the structure of the venue it is not possible to make U-shaped or other table structures. There are no exceptions to these regulations.

Please note that for lunch seating's; all diners need to vacate the restaurant by no later than 16:30 to allow for the turnaround setup of our dinner service. Please be considerate in this regard.

Payments

Kindly note that uShaka Marine World does not allow for accounts, all payments need to be settled in advance as per date stated on quotes, contract and emails and balance is due upon departure. Reservations are only confirmed when payment has been received. We do not accept cheque payments for advance deposits, on site. We do not accept cheques. Rates are inclusive of VAT.

Our Banking Details are as follows:

Bank: Nedbank
Branch Name: CCS Johannesburg
Account name: Durban Marine Theme Park SOC Ltd (RF) Main
Account number: 1107821584
Branch code: 198765
Account type: Current
Swift Code: NEDSZAJJ

Exclusivity

Please note this is charged per number of open seats remaining in the restaurant @ R100 per seat. For example if you book exclusively for 100 guests, our restaurant seats up to 200 guests, you will be charged for the remaining unused 100 seats x R 100 = R10 000. Should you occupy the restaurant's full capacity; no venue hire will be charged. No décor is permitted unless the venue is booked exclusively.

Service Fee

Service Charge of 10% on the final Food and Beverage Bill for groups of 8 and over.

Branding

Ushaka does not permit branding eg. Company Banners, posters etc. for functions at Cargo Hold. If the venue is booked exclusively you may consult with management regarding branding.

Tank Side Tables

Kindly note; a deposit of R 150.00 per person is required to secure your seat next to our famous Shark tank. Payment can be done via EFT, Bank Transfer or cash on site. Your deposit will be deducted from your overall bill.

Please note that you are required to bring your proof of payment on the day of your booking. Should you not have your proof of payment with you, you will be liable to pay the amount until we receive the proof that a payment has been made. This is purely for security & confidentially purposes.

Cancellations

- Should you cancel or decrease the number of diners 48 hours before your reservation, a full refund will be honoured.
- Should you cancel or decrease the number of diners within 48 hours, no refund will be honoured. You will receive a Cargo Hold voucher to the value of the payment made.
- Cargo Hold reserves the right to cancel unconfirmed reservations at its discretion.

Please note that cancellations MUST be done via email only.

Indemnity Disclaimer

This indemnity applies to all persons who enter the premises, as casual visitor or user of any of the facilities on the premises or participating in any activity on the Premises or arranged by Cargo Hold

The visitor acknowledges that he/she has read & understands this indemnity & agrees to be bound by the following:

- You enter and use the premises, parking areas, surrounds, stairs on the premises & participate in any activities at the premises entirely at my own risk
- You agree to obey at all times any warning notices and instructions of Cargo Hold.
- Visitors hold harmless and indemnify the owners, management, staff of Cargo Hold and other guests ('the Indemnified Parties') against any consequences of visiting, participating in any activities or incidents at or arranged by Cargo Hold and waive any claims I may have.
- It includes any loss of/damage to personal effects/property, any indirect, consequential or special loss/damage, financial loss, illness, injury, harm (as defined in the Consumer Protection Act) or death howsoever caused & legal costs (attorney & own client scale) that the Indemnified Parties may incur, unless such claim falls within the ambit of section 61 of the Consumer Protection Act (Act 68/2008)

While we regret having a strict reservations policy, however cancellations without sufficient notice and no-shows represent a great inconvenience to our diners and a considerable cost to our business.

By making a reservation at Cargo Hold you are entering into a verbal contract. Legally a verbal contract must satisfy four criteria. These criteria and how it relates to Cargo Hold are as follows:

- Offer and acceptance –Cargo Hold offers a table and you accept that we will have a table for you at the time and date and for the agreed number of guests as per your reservation
- All of the terms must be agreed upon – the terms will include, but not be limited to, time, date and number of guests
- the parties must intend to be legally bound – by providing your credit card you acknowledge intent to turn up at the time and date and with the correct number of guests as per your reservation
- Consideration (ie. something of value must be exchanged in the transaction) – Cargo Hold will provide service and food as a prepared meal for dine in or take away.

By making a reservation, you personally agree to be responsible for the reservation, including costs associated with the security/deposit and consumption of food and drink (if the bill is not paid for in full by any other guest(s) in your party.)

We look forward to welcoming you aboard

Thank You

Cargo Hold Management