NORTON ROSE FULBRIGHT

Sunsets and Mermaids
Terms and Conditions

between

Sunsets and Mermaids

and

Users/Customers

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Sunsets and Mermaids Terms and Conditions agreement

Parties **Sunsets and Mermaids**

User/Customer

It is agreed

1 Definitions and interpretation

1.1 In this Agreement, unless the context requires otherwise:

(1) **Agreement** means this Terms and Conditions agreement;

(2) **Business Day** means any day other than a Saturday, Sunday or official public holiday;

(3) **Parties** means Sunsets and Mermaids and a user of the Website or a customer and **Party** means, as the context requires, any one of them; and

(4) **Signature Date** means the date of the last signature to this Agreement.

1.2 Any reference in this Agreement to:

(1) a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;

(2) **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, standard, instrument, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

(3) **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality).

1.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.4 The headings do not govern or affect the interpretation of this Agreement.

1.5 If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.

1.6 Unless the context indicates otherwise an expression which denotes any gender includes all the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

1.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.

1.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

1.9 The words “including” and “in particular” are without limitation.

1.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.

1.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.

1.12 A reference to a Party includes that Party’s successors-in-title and permitted assigns.

1.13 A time of day is a reference to Johannesburg time.

1.14 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

1.15 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

2 Overview / About the Website and Premises

2.1 Sunsets and Mermaids (hereinafter referred to as **the Website**; **us**; **the premises** and/or **we**) provides you, the user, with the option to view and access all of the services that we provide as listed on the Website (**Services**).

2.2 When you access the Website, you, as a user, expressly consent to all of these terms and conditions (**Terms**). Alcohol will only be served to over 18’s (**Eighteens**) on production of valid identity document or driver’s license. We reserve the right to deny access to the premises to persons of a certain age, in our sole discretion, depending on the day, time and nature of event in question.

2.3 These Terms comprise a legally binding agreement between you, in your personal capacity or on behalf of an entity, and us insofar as your access to and use of the Website, our Services and the premises.

2.4 When accessing the Website and before entering the premises please make sure to read these Terms carefully. Either by accessing, using, browsing and/or reading the Website and/or premises, as the case may be, you confirm that you have read, understood and agree to be bound by the Terms. If you do not agree with and provision in these Terms, you are not permitted to use the Website or any of the Services and you will be denied access to the premises. You are not permitted to use the Services in any unlawful or illegal manner, and we have a zero tolerance policy insofar as unlawful or illegal activities at the premises. We have a large corporate law firm on retainer to assist us in stamping out any unlawful / illegal activity quickly and effectively.

2.5 We reserve the right to update these Terms from time to time and it is your responsibility as the user to ensure that you have read and adhered to the most recent (updated) Terms.

2.6 Any changes to the Terms will be effective from the date of publication.

3 General

3.1 The premises constitutes private property and right of admission to the premises is strictly reserved and within our sole discretion and control.

3.2 By entering the premises, you expressly consent to having your image captured on our CCTV cameras. There are 32 (thirty-two) cameras on the premises that capture all of the activities at the premises at all times and from all angles. This is to protect the safety of all patrons and all of our representatives and employees at all times.

3.3 We ensure to take all the necessary steps to uphold your right to privacy, and to ensure that this right is not infringed upon. We are aware of, and fully compliant with, the provisions of the Protection of Personal Information Act, 4 of 2013 (**POPIA**). We have numerous POPIA compliant policies in place that we adhere to at all times.

3.4 No firearms are permitted on the premises.

3.5 No illegal substances will be tolerated or are permitted. Any unlawful / illegal activity will be reported to the SAPS immediately.

3.6 All persons that access the premises agree to be searched prior to entering the premises, in our sole discretion.

3.7 If we run any "bottomless" promotions or specials, you may only request one item at a time. These specials are not buffet-style facilities. This will be strictly controlled by us.

3.8 The bathroom facilities are strictly limited to one person per bathroom. The premises does not allow for more than one person per bathroom at any point in time.

3.9 Should we provide any tickets for an event, the tickets will be made available to you via the Website and you will be able to access them either via the Website or its designated email address.

3.10 You hereby agree to not defame nor post about alleged unlawful activity with no basis in fact. If you would like to report any incident that may occur at the premises, which we encourage you to do, please contact and member of management privately and your matter will be taken seriously and dealt with in the appropriate manner with our legal and security teams. Legal action will be taken against any person who disparages, defames and / or insults us or our Services, or does anything to bring our good name into disrepute.

4 Our Services

4.1 We provide for bookings to be made telephonically, via the Website and / or at the premises.

4.2 We offer a sit down menu, breakfast menu, hotel deliveries (at selected hotels) as well as events / functions held at the premises.

5 Mermaid's Night T'S & C'S (Ladies Night)

5.1 No sharing.

5.2 At least one drink or one sushi item needs to be ordered per person in order to obtain any of the two running specials (cocktails and sushi).

5.3 Strictly ladies only. If there is a male at the table, that table does not qualify.

5.4 Strictly no takeaways.

5.5 No substitutions.

5.6 Excludes all sashimi and roses.

5.7 Cocktails on special - only the menu listed cocktails.

5.8 Starting time 5PM.

5.9 Ending time 10PM.

5.10 Only on a Wednesday.

5.11 No corkage allowed.

5.12 We reserve the right to make changes, exclusions and alterations to specials without prior notice.

5.13 It's the customer's responsibility to enquire further about all T'S & C'S

6 Buy one get one free T'S & C'S

6.1 No sharing.

6.2 Everyone at the table must have a drink.

6.3 We reserve the right to terminate any specials at any given time, in our sole discretion.

6.4 These specials are subject to availability.

6.5 We reserve the right to make changes, exclusions and alterations to specials without prior notice.

6.6 It's the customer's responsibility to enquire further about all T'S & C'S.

7 Events / Functions T'S & C'S

7.1 No changes may be made to the menu unless communicated in writing to us at the correct email address as specified in the marketing material in advance.

7.2 We reserve the right to add a surcharge for any requested changes in our sole discretion.

7.3 No corkage allowed.

7.4 Seats will only be confirmed once a proof of payment for the full amount has been emailed to us and we have acknowledged receipt.

7.5 Any service charge for your waitrons is not included in the price.

7.6 Strictly no refunds.

8 Intellectual Property

8.1 Any and all information, products and Services provided to you, or contained in the Website, or any of the materials (menus and the like) remain our intellectual property.

8.2 We retain all rights, title and interest in and to the Website and all related products and content. Nothing you, as a user, do on or in relation to the Website will transfer to you any of the intellectual property rights contained herein.

8.3 You are not allowed to broadcast, republish, up-load to a third party, transmit, post, distribute, show or display in public, adapt or change in any way the content as your own.

8.4 All events, food, cocktails and all other Services provided by us will remain our intellectual property.

9 Limitation of Liability

9.1 **You agree that neither we, nor our affiliates, employees, agents and contributors will be liable to you for any direct, indirect, incidental, special or consequential damages which may be incurred by you, however caused. This includes but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.**

9.2 **We do not guarantee, represent or warrant that your use of the Services will be error free.**

9.3 **You expressly agree that your use of our Services and the Website, and your access to the premises are at your sole risk.**

10 Indemnity

10.1 **You agree to indemnify us from any claim or demand, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of any third-party.**

10.2 **Furthermore, you agree to indemnify us, our affiliates and employees from and against all actions, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees) incurred, suffered or arising from you breaching the Terms or any other direct or indirect access made by you.**

11 Severability

11.1 If any provision of these Terms are found to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the rest of the Terms.

11.2 The user hereby agrees that if any provision is found to be unlawful, void or unenforceable, such a finding will not affect the validity and enforceability of any other remaining provisions of these Terms.

12 Governing Law

12.1 The terms and conditions contained herein and any separate agreement whereby we provide you with services shall be governed by and construed in accordance with the laws of South Africa.