

## Terms and Conditions

Food and Beverage : BGR would like to inform that strictly **no outside food and beverages** are allowed to be served within the premises of BGR. BGR reserve the rights to suspend offering of Food & Beverage Services in the event that this condition is breached of which, BGR cannot be held responsible for any consequences.

The Customer is advised to take care of their valuable items. BGR shall not be responsible or liable for loss of or damage to item(s) of value while in the premises of BGR.

Service Charge / Tax : All price quoted for BGR Restaurant are **inclusive** of 6% Goods & Services Tax (GST). All prices quoted for BGR Meal Pro products are **exclusive** of 6% Goods & Services Tax (GST). All rates are in local Malaysian Ringgit currency.

Payment for Frozen Products from BGR Meal Pro : All Meal Pro products have to be paid before the collection of Frozen Products.

Delivery Policy for Frozen Products : All Meal Pro Frozen Products ordered will have to be collected directly from BGR Foodservice located at No.1 Persiaran Bandar, 43650 Bandar Baru Bangi, Selangor Darul Ehsan. No delivery service shall be provided.

Confirmation, Deposit & Payment for functions held at BGR Restaurant : BGR require a non-refundable Deposit to be paid upon confirmation to secure the function booking.

Booking will not be considered as confirmed by BGR unless the said Deposit is made together with a signed copy of acceptance of this Quotation and Sales Contract. Booking confirmation is based on a 'First Come, First Serve' policy.

90 days prior to the event date, BGR require a second payment up to 30% of the total order amount (including GST). If this second payment is not received by the due date, it is mutually agreed that the event is cancelled, and any deposit paid will be forfeited without further recourse on BGR.

60 days prior to the event date, BGR require a third payment up to 50% of the total order amount (including GST). If this third payment is not received by the due date, it is mutually agreed that the event is cancelled, and all monies paid to date will be forfeited without further recourse on BGR.

30 days prior to the event date, BGR require a forth payment up to 80% of the total order amount (including GST). If this forth payment is not received by the due date, it is mutually agreed that the event is cancelled, and all monies paid to date will be forfeited without further recourse on BGR.

Balance Payment of the total order amount (including GST) must be fully paid and settled prior to the start of the event.

BGR accepts payment in the form of cash, bank draft and/or credit card.

All payments by cheques should be addressed to “BGR Foodservice Sdn Bhd”; and only Official Receipts issued by BGR Foodservice Sdn Bhd will be considered as valid documents.

- Postponement & Cancellation Policy of function at BGR Restaurant
- : More than 90 days prior to event date
    - Deposit forfeited.
  
  - 61 days to 90 days prior to event date
    - 30% of total order amount (including GST) forfeited
  
  - 31 days to 60 days prior to event date
    - 50% of total order amount (including GST) forfeited
  
  - 15 days to 30 days prior to event date
    - 80% of total order amount (including GST) forfeited
  
  - 14 days or less prior to function on
    - 100% of total order amount (including GST) forfeited
- Refund/Return Policy
- : BGR Foodservice Sdn Bhd have a strictly no refund and no return on goods sold policy
- Entire Understanding
- : This Contract embodies the entire understanding of the Parties herein in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Contract. The Customer irrevocably and unconditionally waives any right he/she/they may have to claim damages or to rescind this Contract for any misrepresentation against BGR whether or not contained in this contract or for any breach of warranty not contained in this contract.
- Variation
- : No variation or amendment of this contract or oral promise or commitment related to it shall be valid unless committed to writing by BGR.
- Indemnity
- : The Customer shall take full responsibility for any breach of the terms and conditions herein in regards food and beverages, items, facilities, entertainments brought in within the premises of BGR with or without the knowledge of BGR and will not hold BGR responsible for whatsoever resulting from the said breaches of the terms, items, facilities, entertainment brought in by the Customer. The Customer shall accept **all** risks involved therein. Accordingly, BGR and or any of their respective employees or partners shall be indemnify and shall not be liable for any loss, damage, injury or illness of whatsoever nature and howsoever caused,

suffered by the Customer, Customer's Guests or property of BGR as a result, directly or indirectly, of attending the said function.

- Notices : Any notices to be given by BGR under this contract shall be in writing and shall be deemed sufficiently served to the customer thereafter one (1) day from the date of postage at the customer's address herein stated.
- Law and Jurisdiction : The validity, construction and performance of this contract shall be governed by the laws of Malaysia and shall be subject to the non-exclusive jurisdiction of the Malaysia courts.
- Limited Liability : In any event if BGR is to be found liable by the Malaysia courts for any breach of the terms of this contract it is hereby mutually agreed by the Parties that BGR's liabilities shall be limited to Fifty per centum (50%) of the contract sum herein.
- Force Majeure : In the event that the premises and/or facilities and/or amenities and/or human resource for the said function prior to the event date is damaged disrupted hindered by fire, flood, lightning, storm, landslide, other force majeure, BGR shall be entitled to immediately terminate this Contract by notice in writing to the Customer whereupon BGR shall refund all monies paid by the Customer under this contract free of interest and upon such refund/return having been made, this contract shall become null and void and has no further, and neither party hereto shall have any further rights against the other save and except for any antecedent breaches.