

SANBI

Catering Specifications and Background information

Kirstenbosch
National Botanical Garden

Document number: Two (2)

SECTION 1 - BACKGROUND

1.1 INTRODUCTION

This document gives a general overview of Kirstenbosch National Botanical Garden's visitor services, particularly regarding food operations. It sets out the requirements and calls for proposal in respect of the Kirstenbosch Tea Room-Restaurant situated at the garden Centre (Gate 2) at Kirstenbosch National Botanical Garden.

This document is to be read in conjunction with the Terms of Reference (Document 1).

1.2 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: South African National Biodiversity Institute
- The Garden: Kirstenbosch National Botanical Garden, Cape Town
- The Operator: Appointed caterer
- The Kirstenbosch Tea Room-Restaurant: Kirstenbosch Tea Room-Restaurant situated at the Kirstenbosch Garden Centre (Gate 2)

1.3 CATERING OBJECTIVES

The Operator will be required to supply a service that primarily maximises the popularity and usage of the Garden by:

- usage of environmentally friendly products and practices;
- creating a pleasant ambiance in which garden visitors can enjoy good service, excellent quality food and beverages, and feel that they are getting value for money;
- assisting SANBI in enhancing the appeal of the garden, both to locals and tourists;
- assisting SANBI in all its attempts to reduce its carbon footprint by sourcing where possible locally products and services and actively take part in recycling;

1.4 TERMS OF TRADING

The Operator will be offered a 5-year contract commencing on 1 April 2024 (or as agreed between the Operator and SANBI) and performance will be reviewed on an annual basis. The contract may be open for renewal after the initial 5 years period from the date of commencement, for a further 5-year period (extension period), by mutual agreement and dependent on performance during the

initial 5-year period. Hereafter SANBI has the right to re-tender the contract should it be considered appropriate.

The Operator will be subject to an annual review commencing 12 months from the date of commencement to ensure that the service complies with the standards required (see **Section 4.2**).

In return for this opportunity the Operator will:

- retain all income generated
- depending on whichever is the higher amount on a monthly basis, pay SANBI a minimum monthly rental or a percentage of net sales revenue
- present SANBI with audited financial accounts at the end of each financial year
- be responsible for paying all operational overheads as concluded in the lease agreement including electricity, water, refuse removal, cleaning, telephone, etc.
- provide the equipment required to operate the facilities as indicated in this document
- provide adequately trained and experienced staff for the day-to-day operations of the Kirstenbosch Tea Room-Restaurant.

SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

Kirstenbosch National Botanical Garden (KNBG) is one of 11 national botanical gardens that form part of the South African National Biodiversity Institute (SANBI) that resides under the Department of Forestry, Fisheries and the Environment (DFFE).

Kirstenbosch – flagship botanical garden of the South African National Biodiversity Institute – was established in 1913 to conserve and promote the indigenous flora of southern Africa. Kirstenbosch is internationally acclaimed as one of the great botanical gardens of the world, and forms part of the Cape Town Big 6 tourism attractions, along with Cape Point, Groot Constantia, Robben Island Museum, Table Mountain Cableway and the V&A Waterfront. The garden falls within the UNESCO declared World Heritage Site and is an important destination for tourists locally and internationally.

Situated on the eastern slopes of Table Mountain, the Kirstenbosch estate, covers 200 hectares, includes a cultivated garden and a nature reserve. The developed garden (36 ha) displays collections of southern African plants including many rare and endangered species (see map **Annexure A**).

Garden facilities include:

- The Kirstenbosch Restaurant (currently Moyo Restaurant)
- Children's play-area in front of the Moyo Restaurant
- Outdoor exhibition areas for artworks etc.
- A wedding gazebo
- Picnic areas throughout the garden
- The Kirstenbosch Tea Room – Restaurant
- Visitor Centre with information desk and public amenities
- Old Mutual Conference Centre
- Coffee Shop in the Visitor Centre
- The Kirstenbosch Gift Shop (at Visitor Centre and at Gate 2)
- The Kirstenbosch Bookshop (at Visitor Centre)
- Centre for Home Gardening (garden centre trading in indigenous plants and related merchandise)
- Biodiversity Education Centre for environmental education

- Richard Crowie Lecture Hall
- Marquee Lawn
- Concert stage
- Walking trails and paths
- Mountain bike tracks on the estate
- Viewing deck
- Tree canopy walkway
- Theme gardens
- Conservatory
- Guided tours
- Public toilets

2.2 GARDEN ENTRY

The Garden is open every day of the year at the following times:

08:00 - 18:00 from 1 April to 30 September

08:00 - 19:00 from 1 October to 31 March

The Kirstenbosch Tea Room-Restaurant is situated inside the garden at Gate 2 near the garden centre and upper gift shop. Visitors can reach the Kirstenbosch Tea Room-Restaurant by making use of the main entrance off Rhodes drive and follow the road all the way up to the car park at Gate 2. Visitors to the Kirstenbosch Tea Room-Restaurant are required to pay garden entrance fees.

2.2.1 Take-aways

The sale of take-aways (picnic baskets, sweets, cold drinks and the like) is permitted. Take-away items are to be presented in packaging that is environmentally friendly, hygienic, attractive, preserves product quality and enables the food item to be easily eaten.

2.3 GARDEN VISITORS

The number of garden visitors over the last three years up until 2019 has averaged 1 100 000. Since COVID-19 lockdown regulations were enforced in March 2020, numbers dropped by approximately 45% on average during 2020 and 2021 in comparison with 2019 figures. These figures are however improving significantly as international travel has returned. It is important

to note that visitation to the garden is seasonally influenced, with peak months being October to March and quiet months during the winter from May to July.

Since the COVID-19 pandemic, KNBG has seen an increase in local visitors, especially over weekends, public holidays and school holidays. We have also noticed an increase in visitors from coloured and black communities. This has created a bigger need for restaurant and take-away experiences that appeal to a broad spectrum of South Africans.

KNBG allows people to bring their own picnics to the garden, but KNBG management believes that more locals would opt for a Kirstenbosch Tea Room-Restaurant experience or purchase take-aways if the right food and experience is offered at the right price.

2.4 THE KIRSTENBOSCH TEA ROOM-RESTAURANT

The Kirstenbosch Tea Room-Restaurant is situated inside the botanical garden at Gate 2.

The Kirstenbosch Tea Room-Restaurant has a cosy inside area, as well as an outside area that provides ample seating to accommodate visitors. The venue seats 250 customers in total, of which 75 can be seated inside and 175 outside. The Kirstenbosch Tea Room-Restaurant is equipped with cold room and freezer room, store room, baking section, and all the various food preparation and cooking stations that one would associate with modern restaurants. There is also an office, and private parking situated behind the Kirstenbosch Tea Room-Restaurant.

The very popular City Sightseeing hop-on hop-off bus has a stop at Kirstenbosch. Travellers on this bus including operators of many tour companies form an important part of the clientele.

2.5 USE OF CATERING FACILITIES

The Operator will not be able to use the Garden's facilities for any purposes other than those indicated in this document, without prior written consent from SANBI. Similarly, SANBI will not be able to use any of the Operator's facilities without its prior written consent.

2.6 EQUIPMENT

The Operator will be expected to provide whatever equipment, furniture and fittings, that may be necessary for the Kirstenbosch Kirstenbosch Tea Room-Restaurant to maximise revenue opportunities and provide a high standard of catering service at the Garden.

2.7 FURNITURE, CUTLERY, CROCKERY & GLASSWARE

The Operator will be responsible for providing all furniture, crockery, cutlery, glassware, etc. and any health and safety equipment required. An idea of the type and style to be used is to be included in the Forms of Tender (See Document 1).

The Operator will be responsible for maintaining stock levels at its own expense.

2.8 MAINTENANCE

The Operator will be responsible for the day-to-day maintenance of the Kirstenbosch Tea Room-Restaurant facilities, all surfaces and equipment. This equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, and in line with acceptable industry standards on servicing, maintenance, health and safety in order to provide a safe and uninterrupted catering service at the Garden.

SANBI will be responsible for all structural maintenance to the building unless any repairs are required as a result of Operator negligence or guest vandalism.

2.9 CLEANING

The Operator will be responsible for pest control, food safety, cleaning and hygiene of all areas of the Kirstenbosch Tea Room-Restaurant and its facilities under its control and any facilities used for catering purposes including outside seating areas. These facilities are to be cleaned not only to a high visual standard but to a standard that ensures that all surfaces, counters, equipment, fridges, freezers, racking, etc stand the test of swabbing by inspection carried out on an ad-hoc basis. The Operator will be required to use high quality cleaning materials and chemicals (particularly sanitizers) purchased from well-established and reputable chemical companies.

The Operator will be responsible for cleaning of all public areas attached to its leased premises.

The Operator will be responsible for organising and maintaining records of:

- deep cleaning of kitchen equipment and ducting
- steam cleaning of kitchen floors, walls, stores, fridges, freezers and equipment
- cleaning and maintaining fat traps and the disposal of the waste legally
- inspections and control measures around pest control

- food safety inspections and certificates
- inspections, maintenance and servicing of fire extinguishers and/or fire suppression systems
- electrical, plumbing, air conditioning and gas installations compliance certificates
- any other applicable safety, health, environment and catering compliance certificates

Deep cleaning of kitchen equipment and ducting is to take place monthly and steam cleaning weekly or as agreed with SANBI. Deep cleaning of staff facilities and public toilets is to be conducted quarterly.

Since the entire Garden is a bin free space, the Operator is to make sure that no littering of the surrounding areas occurs from its premises and must assist SANBI in educating visitors around environmentally conscious practices.

2.10 SMOKING

No smoking will be allowed in any of the SANBI buildings. SANBI buildings and the whole of KNBG are strictly NO SMOKING ZONES. Staff and visitors are to strictly adhere to any current South African legislation regarding smoking.

2.11 ADVERTISING

The Operator will not be allowed to advertise anywhere within the Garden without prior written approval from SANBI.

2.12 MARKETING

The Operator will be required to spend at least 2% of net sales revenue on marketing per annum.

Any marketing material will have to be approved by SANBI.

Where appropriate, SANBI will promote the catering facilities as much as possible and in return the Operator will be expected to promote the Garden.

2.13 SIGNAGE

SANBI will be responsible for providing and maintaining directional signage to all catering facilities within the Garden and in public areas. The Operator will be responsible for providing signage within its facilities such as the name of the outlet, till points and menu displays. All signage is to be approved by SANBI.

The Operator will be required to display any wall-mounted pricing and menu information in a form that is attractive, clearly visible and of a permanent design. These signs are to be in keeping with the overall design of the catering facility. Hand-written signs will not be allowed unless in cases of emergency.

Neither notices nor signs are to be displayed by the Operator outside the relevant buildings without the prior written consent of SANBI.

2.14 REFUSE

The Operator will be expected to remove all refuse from the kitchen and food preparation areas at least daily to its garbage collection areas. Cans, glass, plastic and paper are to be stored separately for recycling purposes. Refuse stored in the catering facilities is not to be visible to garden visitors and should be suitably stored in sealed containers (baboon / wild animal proof) such as lidded bins with a firm catch lined with plastic bags.

It is the Operator's responsibility to contract a waste removal service at its own expense.

The Operator will comply with any reasonable request from SANBI and will have regard to SANBI's policies on environmental management.

2.15 SECURITY

The Operator will be responsible for supplying, organising and paying for any security alarm systems and monitoring service. The selection of service providers is to be carried out in consultation with SANBI, taking into account any existing security service providers in the Garden.

There is currently a 24-hour armed response service for the Garden premises.

2.16 EMERGENCY PROCEDURES

The Operator will be expected to familiarise its staff with SANBI's emergency procedures particularly in respect of fire, suspicious objects and armed robbery. The Operator will be called upon to co-operate in the arrangement of practice drills and emergency procedures. All staff are to be made familiar with applicable SANBI policies and procedures and must attend induction sessions on such.

The Operator is to ensure that all its staff are trained and familiar with instructions on how to use fire, electrical and other potentially dangerous appliances and equipment. SANBI may request evidence of such training for its own records and for insurance purposes.

Staff knowledge of the emergency procedures and how to use fire equipment (fire extinguishers, fire blankets etc.), will be tested on a random basis by SANBI or its consultants. Health and safety obligations such as having safety officers and trained first aiders, must be met by the Operator as required by all applicable Acts and Regulations.

2.17 TELEPHONE

The Operator will be supplied with a telephone in the coffee shop. The cost of telephone calls and rental will be for the Operator's account. On ultimate termination of the lease, ownership of the telephone number and equipment will vest with SANBI.

2.18 LICENCES

All trading licences must be obtained and submitted prior to operating the coffee shop. Proof of liquor licences (if applicable) must be submitted prior to any selling of liquor on the Garden premises and must be maintained by the Operator for the duration of the contract.

2.19 PARKING

Staff parking and delivery parking is available behind the . The parking area is used at the Operator's own risk. SANBI will not be held liable for any damage to, or loss of private property suffered by the Operator, its staff, any of its agents or service providers.

2.20 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

Operators are required to comply with all acts, regulations and standards relating to Safety, Health and Environment and specifically food safety and quality as well as cleaning and hygiene services applicable to the managing of restaurants (See Document 1).

General Safety, Health and Environmental (SHE) requirements

All potential Operators entering into a contract with the South African National Biodiversity Institute (SANBI) shall, as a minimum, comply with the following requirements:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations: **A current, up-to-date copy of the Occupational Health and Safety Act as well as Safety,**

Health and Environment (SHE) file which must contain a safety management plans for the company, shall be available on site at all times. It must be supplied before the signing of the contract for the approval by a SANBI agent. The SHE file will become SANBI property at the end of the contract.

- The Operator's staff will be expected to attend induction training, within a week of the commencement of operation. The training will include evacuation procedures and familiarising staff with the part of the Garden they are stationed in.
- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The Operator will be required to submit a letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act. The letter should be issued by the Department of Labour. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) and a letter of Good Standing shall be available on site at all times.
- National Environmental Management Act (Act No. 107 of 1998), Waste Act (Act 59 of 2008).
- The South African National Biodiversity Institute Health and Safety Specification and relevant policies.
- To ensure the safety of all staff and visitors, the Operator must ensure it implements and complies with all necessary regulations and guidelines for managing the risk of COVID-19 as published in the latest regulations in terms of section 27 (2) of the Disaster Management Act.

The Operator shall

- Create and maintain a safe and healthy work environment for its own staff and those of SANBI.
- Execute the work in a manner that complies with all the requirements of OHSA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring. Any incident should be reported to SANBI within 24 hours and the necessary remedial processes put in place.
- Provide all related working equipment such as protective clothing, etc. to ensure the safety and health of its own staff and those of others.
- Respond to the notices issued by SANBI's Health and Safety Agent as follows:
 - Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
 - Contravention Notice: rectify contravention within given time.
 - Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

Waste Management Plan

In terms of Schedule 5B of the Constitution of South Africa (Act 108 of 1996), waste management is a local government competence that must be executed to protect human and environmental health.

Potential Operators are requested to submit a Waste Management Plan as part of their proposal. The plan must describe all aspects of the management of waste that will be generated, collected, processed or treated as part of the operating of a restaurant on SANBI premises.

The plan should emphasise the following:

- The management of waste generated through the cleaning and hygiene services associated with the maintenance within restaurants, such as used cleaning chemicals and empty containers from these and from pest control material.
- The processes and responsibilities for the removal and disposal of sanitary waste in compliance with legislation, National Environmental Management: Waste Act (Act 59 of 2008).
- The legal disposal of waste collected, including batteries and the disposal of the fat trap content, and recyclable materials.
- An indication of how recycling will be conducted.

Risk Management Plan

Potential service providers are requested to submit a Risk Management Plan as part of their proposal. The plan must describe all aspects of the management of risk in terms of identifying, monitoring and managing potential risk related to operating restaurants on SANBI premises.

SECTION 3 – THE REQUIRED CATERING SERVICE

3.1 THE KIRSTENBOSCH TEA ROOM-RESTAURANT

The Kirstenbosch Tea Room-Restaurant will be utilised as a venue for sit down meals, preparing picnics, deserts, coffee and other beverages, snacks, and any other item food item that the operator in consultation with SANBI considers appropriate for visitors to the Garden. The Kirstenbosch Tea Room-Restaurant is to offer a service that coincides with the opening times of the Garden, unless otherwise agreed with SANBI.

Potential Operators are to submit within the Forms of Tender full details on how they propose developing and operating this venue including menus, selling prices, marketing plan, sketches, photos, sample boards, etc.

The Kirstenbosch Tea Room-Restaurant concept is to appeal to families, businesspeople, locals and tourists. The food and beverages are to be moderately priced, appealing to a broad spectrum of people, stylish and of a quality befitting a prestigious venue as this Garden. SANBI highly values consideration for the environment in the design of menus, as well as choice of ingredients, suppliers and food packaging.

This Kirstenbosch Tea Room-Restaurant is to operate 7 days a week, 365 days a year, unless otherwise agreed with SANBI. Opening times will be for the operator to propose and are to be detailed in the Forms of Tender.

The Operator will be required to abide by SANBI's policy on noise levels and will have to seek SANBI's approval prior to any event involving music, public address systems and similar. The use of balloons and plastic straws is strictly forbidden. No open fires or equipment with open fires to be placed around the building. Single use plastics are strongly discouraged as well as the use of decorative materials that may pose a risk to animals.

Any food transported around the Garden is to be placed in suitable, lidded or covered containers. Temperature of hot food is to be maintained at 65°C or above and cold food at 4°C or below until time of consumption.

Cleaning of any outside seating areas will fall under the responsibility of the Operator.

3.2 METHOD OF PAYMENT

The Operator is to accept all major electronic payment facilities and cash.

3.3 CATERER EXCLUSIVITY

The Operator will not have exclusive rights to cater for functions/events held at the Garden. For example, concert organizers may serve food and drinks to cover their costs or as part of sponsorships. However, SANBI undertakes to inform the Operator of forthcoming events.

3.4 SELLING PRICE

Menu selling prices submitted with the Forms of Tender are to remain valid for a period of six months from the date of contract acceptance, unless otherwise agreed with SANBI.

Selling prices are to represent good value for money and be market related. All selling prices are to be clearly displayed by the Operator and are to include VAT.

3.5 PACKAGING/DISPOSABLES

Take-away items are to be presented in packaging that is hygienic, attractive, preserves product quality and enables the food item to be easily eaten. All packaging should be recyclable or biodegradable. At the discretion of the Operator, all take-away items may be accompanied by information on environmentally friendly practices to be in keeping with SANBI's mandate.

3.6 LAUNDRY

The Operator will be responsible for its own laundry. The Operator's staff will be expected to change their uniforms daily.

SECTION 4 – MANAGEMENT & STAFFING

4.1 ADMINISTRATION

The Operator is to nominate a representative who will be primarily responsible for liaison, co-ordination and communication with SANBI. Frequency of formal meetings will be agreed at commencement of the Operator's contract.

4.2 STANDARDS MONITORING

SANBI will inspect either directly or through appointed food service consultants the catering facilities on a three-monthly basis (or as required) to ensure that the specifications set down in this document are being adhered to. The Operator will be required to contribute to these costs – the amount to be agreed with SANBI in advance of any visits.

The inspections will include but not be limited to:

- standards and speed of service (see **Section 4.2.1**)
- cleanliness, hygiene and general housekeeping (as per **Sections 2.9 and 4.8**)
- food quality as per information supplied in the Forms of Tender and assessed on degree of food preparation, general appearance and presentation as well as compliance with menu description
- product temperatures (see **Section 4.6**).

In the event of contract anomalies and 'Mystery Dining' reports indicating results below pre-determined and agreed standards, the Operator will be given a written warning and two weeks to take the necessary action (or as agreed between both parties). Should the Operator fail to reach levels of acceptability after a second assessment carried out within one month of the previous visit, a second warning will be issued and a further two weeks given (or otherwise agreed by both parties) to rectify the problem. If after a third assessment, standards are still below levels of acceptability, the Operator may be served notice in terms of the contract.

4.2.1 Standards of Service:

In particular, the Operator's staff will be assessed on:

- How they greet and thank customers
- Friendliness and general attitude
- Efficiency
- Food handling techniques
- Evidence of teamwork
- Correct uniforms (as indicated in the Forms of Tender)
- Cleanliness of uniforms
- Personal hygiene (as laid down in the Food Safety Act 1990 and general food-handling best practices)
- Menu and ingredient knowledge
- Speed of service

4.3 INSURANCE

The Operator will be responsible for his/her own insurance and on request will provide SANBI proof of insurance against:

- Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA)
- Employer's liability
- Public liability relating to the service being offered and during any shop-fitting
- Any loss or damage to cash, its own equipment, stock and property

SANBI will be responsible for insurance against its own public liability and any loss or damage to its equipment by fire or theft.

4.4 COMPLAINTS, COMMENTS AND COMPLIMENTS

All complaints, comments or compliments regarding the catering service provided must be forwarded to SANBI.

In circumstances of legitimate complaints concerning the standards of food service, the guest should be offered either a refund or the opportunity of another meal with the compliments of the Operator.

4.5 MANAGEMENT REPORTING

SANBI requires the following monthly reports from the Operator:

- Daily number of transactions/customers broken down
- Typical average spend
- Daily net sales revenue for the venue
- Monthly turnover for the purposes of calculating rental

Other reports may be requested from time to time.

At the end of each financial year, the Operator will be required to present SANBI with audited accounts.

4.6 PURCHASING AND STOCK

The Operator will be expected to monitor the standard of goods received. In particular, SANBI requires the Operator to:

- Randomly weigh products
- Regularly check expiry dates of products/stock
- Check temperatures of chilled and frozen foods (chilled food must be no higher than 4°C and frozen food not higher than –18°C)
- Inspect for damaged goods and packaging
- Check the hygiene of containers, baskets and other receptacles used in the delivery process

Food is to be moved to suitable storage areas within 10 minutes of arrival at the destination i.e. all chilled food is to be placed in refrigerators, frozen food into freezers and hot food into warmers, etc.

4.7 STAFFING

The Operator will be entirely responsible for the employment and conditions of service of its own employees and will only employ such persons who are in good health and have a high standard of personal hygiene.

Any member of staff who reports to duty suffering from any illness likely to put colleagues and customers at risk should report to their supervisor who will discharge them from duty until such a time as they are fit to resume normal duties.

The Operator's staff and management are to be smart in appearance at all times. The provision of uniforms is the responsibility of the Operator, although the style, fabric and design are to be submitted for approval during the proposal process. Any changes to uniforms thereafter are to be approved by SANBI.

All staff members (including temporary employees) in contact with the public are to wear name badges.

The Operator's staff must behave in a quiet, courteous and professional manner at all times and should not consume food and drink whilst serving visitors. The consumption of alcoholic drinks and smoking of harmful substances is not permitted during working hours.

The Operator's staff members are to be adequately trained in the tasks they are expected to perform. If necessary, SANBI will request to see training certificates, proof of training courses and qualifications from time to time during the term of the contract.

The Operator will be expected to provide refresher courses on a regular basis particularly with regard to food safety and hygiene and customer service.

It will be the Operator's responsibility to ensure that all labour legislation is complied with, including the Employment Equity, Skills Development, Labour Relations and Basic Conditions of Employment Acts. The Operator will be expected to familiarise itself with SANBI's relationship with the State and its employment equity philosophy. The Operator must not do anything that causes industrial unrest amongst SANBI staff.

SANBI reserves the right to veto the employment of any member of the Operator's staff, in order to ensure that the best interests and security of the Garden are maintained.

The Operator's staff will be expected to be knowledgeable about the Garden. To assist in this regard, SANBI may hold short briefing sessions as necessary. New staff will be expected to attend as well as those requiring an update.

4.8 HEALTH, SAFETY AND HYGIENE

The Operator's responsibilities are as follows:

- Ensuring that all catering and related areas as well as production methods comply with food handling and safety regulations, by-laws and Hazard Analysis Critical Control Point legislation (should the latter become law);
- Ensuring that any off-site preparation facilities and production methods comply with all local food handling regulations and by-laws;
- Carrying out thorough and ongoing training of catering staff in all aspects of health, safety and hygiene;
- The Operator may be subject to quarterly health and safety as well as food safety and hygiene audits. Independent food safety auditors will carry out the latter. The Operator will be provided with a copy of any reports and will be expected to contribute towards the cost of the hygiene audits;
- The Operator will be responsible for preventing pest infestation and for appointing and paying a legitimate pest control company complying with the OHSA and its regulations in the use of pest control agents, to undertake regular inspections. Records of visits as well as the inspection results are to be kept and will be inspected by SANBI on an ad hoc basis; and
- COVID-19 safety and health protocol compliance.

4.9 TERMINATION OF CONTRACT

Should standards of service, food hygiene and safety, quality of produce, continuity of operation and other operational aspects lapse and continue to do so after a written warning from SANBI, SANBI will have the authority to issue a termination of contract in terms of the lease.

4.10 DISPUTES

If any dispute or difference of opinion arises between SANBI and the Operator in connection with the contract or the carrying out of duties under the contract, agreement is to be reached by amicable discussions. Failing such agreement, the dispute shall be referred to an independent person of good repute and standing agreed by both parties. If the parties are still not able to agree the arbitration clauses in the lease will apply.

4.11 INCONSISTENCIES

If there are any inconsistencies in these documents or in explanations given to potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. **KIRSTENBOSCH TEA ROOM-RESTAURANT**

The facility is currently called the **Kirstenbosch Tea Room-Restaurant**. The name must include the name Kirstenbosch Tea Room as part of or included into the main trading name and such must be used in all its advertising, promotion and communication in regards the day to day running and management of the operation.

Annexure A

Map of Kirstenbosch National Botanical Garden with position of the Fynkos Kirstenbosch Tea Room

