# SANBI
# Catering Specifications and Background information

## Harold Porter
## National Botanical Garden

**Document number: two (2)**

# SECTION 1 - BACKGROUND

## 1.1 INTRODUCTION

This document gives a general overview of the **Harold Porter** National Botanical Garden's visitor services, particularly regarding food operations. It sets out the requirements and calls for proposal in respect of the restaurant situated inside the botanical garden.

This document is to be read in conjunction with the Instructions to Potential Operators. (Document 1)

## 1.2 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: South African National Biodiversity Institute
- The Garden: Harold Porter National Botanical Garden, Betty's Bay
- The Operator: Appointed caterer
- Restaurant: Red Disa Restaurant situated inside the garden

## 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 encouraged
- developing a concept which has some speciality as a draw-card;
- creating a pleasant eating ambiance in which garden visitors can relax and enjoy good service, good quality food and drink under hygienic conditions, and feel that they are getting value for money;
- creating a pleasant function venue where guests can relax and enjoy good quality hospitality and rustic country scenery;
- assisting SANBI in enhancing the appeal of the garden, both to tourists and the general public;
- offering function menus that reflect modern eating habits as well as aspects of local (South Western Cape coast) South African cuisine;

- offering a restaurant menu that reflects modern eating habits and innovative cuisine; and
- attractively presenting and merchandising food and local beverages of the area.

### 1.4 TERMS OF TRADING

The Operator will be offered a 5-year contract commencing on 1 May 2020 (or as agreed between the Operator and SANBI) and performance will be reviewed on an annual basis. The contract may be open for renewal 5 years after the date of commencement, for a further 5-year period, by mutual agreement and dependant on performance during the initial 5-year period. Hereafter SANBI has the right to re-tender the contract should it be considered appropriate.

A deposit of R4000.00 is payable upon signing of contract.

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 a minimum monthly rental or a percentage of net sales revenue
- present SANBI with audited accounts at the end of each financial year
- be responsible for paying all operational overheads including electricity, water, refuse removal, cleaning, telephone, fax, alarm and security costs
- Provide the necessary equipment to operate the facilities as indicated in this document (see **Section 2.6 and 2.7**)

SANBI will provide:

- full services as per the attached drawing
- cold room without shelving
- Freezer room without shelving
- Drinks store without shelving
- Food store without shelving
- Office without shelving

- Kitchen space with some equipment
- Staff facility without furniture
- Extraction system
- Computer points and sleeves for ADSL (possible internet café) connections
- Telephone points
- Garden service for the landscaped areas surrounding the Restaurant

# SECTION 2 – THE GARDEN & ITS FACILITIES

## 2.1 BACKGROUND

The Harold Porter National Botanical Garden (HPNBG) is one of 11 gardens that form part of the South African National Biodiversity Institute (SANBI) that resides under the Department of Environment, Forestry and Fisheries (DEFF).

The garden is located in a beautiful setting on the South Western Cape coast with remnant forest patches and mountain fynbos, in Betty's Bay. It is approximately 50 km from Somerset West and 100 km from the centre of Cape Town, easily accessible from the R44, along which the garden is located. The Hangklip-Kleinmond area, in which the garden is located, is one of the fastest developing holiday/residential areas in the Overberg.

The garden is unique with its rich fynbos vegetation on its natural estate and is the only national botanical garden in South Africa to stretch from the mountain to the sea. The cultivated garden is just over 10 hectares with a natural estate of about 190 hectares. The garden is located in the Kogelberg Biosphere Reserve and the area is internationally recognised as a Fynbos hotspot.

The Garden was established as a Wild Flower Reserve by the late Harold Porter and was later bequeathed to the National Botanical Gardens of South Africa to be named the Harold Porter National Botanical Garden in 1958.

Garden facilities and attractions include:

Indigenous plant sales nursery
- Disa Kloof waterfall
- Leopard's Gorge trail
- Oudebosch/ Zig-Zag trail linking with the Kogelberg Biosphere Reserve
- Wheelchair friendly circular route through the cultivated Garden which includes the Eco-systems walk
- Summer sunset concerts and the Carols by Candlelight concerts during December and January
- General tourist information kiosk at the Garden entrance
- 'What's in flower' display
- Low impact picnic area at the top end of the cultivated Garden
- Guided tours by arrangement

## 2.2 GARDEN ENTRY

The Garden is open 365 days a year at the following times:

Garden hours:

- 08:00 – 16:30 weekdays
- 08:00 – 17:00 weekends and public holidays

Indigenous plant nursery hours:

- 08:00 am – 16:00 weekdays
- 08:00 am – 16:30 weekends and public holidays

Visitor access to the restaurant will be via the main entrance and through the garden. This means that all restaurant (and gift shop and nursery) customers **will have to pay the garden entrance fee**. All visitors attending private functions shall be regulated by means of a guest list. All entrance fees for private functions shall be paid over to SANBI separately by the restaurant operator and therefore private function visitors will not pay entrance fees at the gate as entrance fees must be included in the quoted per head price.

**ADMISSION FEES**

**NB. Garden entry fees are revised on annual basis and are subject to change**

Entrance fees to the garden is applicable from 1 September 2019 – 31 August 2020 and is as follows:

| | |
|---|---|
| Adults | R30 |
| Seniors | R20 |
| Students | R20 (with valid student cards) |
| Learners | R12 |
| Children under 6 years of age | Free |

## 2.3 GARDEN VISITORS

The number of garden visitors over the last five years has averaged 55 000 per annum. It is important to note that visitation to the garden is seasonally influenced with peak months being September and January and quiet months during the winter from May to July. It would be wise for the Operator to focus

on vigorous marketing before and during the quiet months as well as to attract a greater percentage of the local residents of the region.

The Harold Porter NBG has a high overseas visitorship especially during spring and summer. These visitors often look for a place where they can get a light snack, something to drink and have a quick walk through the Garden.

The restaurant is the only restaurant in the area that is situated in such a unique, tranquil setting. Many locals are retired and many of them are Botanical Society members who frequent the garden a few times a week for a walk or a light meal, so this restaurant will not only benefit locals but international visitors as well.

As the area is very popular as a holiday and weekend destination, school holidays, Sundays and public holidays are the busiest days, weather permitting.

## 2.4 THE RESTAURANT

The restaurant was constructed to include facets of the natural environment like the local sandstone and timber to give the building an organic design feel. Inside, the colours are earthy and natural. A feature is the large open fire place. This fire place will add to the ambiance of the facility during those rainy cold winters. The restaurant design is aimed at creating a link between the inside and outside environment and to achieve this windows and doors have been used along the garden side of the restaurant to allow natural light in and to create a visual link to the garden.

Facilities include:

- Kitchen of 51 m² including an office which is 4.6 m²
- Cold room, freezer room, drink store and food store 4 m² each
- Staff facility and staff toilets of 24 m²
- Refuse room of 7 m²
- Restaurant of 148 m² inside including an open fire place
- Outside paved terrace of 90 m²
- Male public toilets (3 toilets and 4 urinals) and female toilets (6 toilets) and a disabled persons toilet between the restaurant and the conference and meeting venue (Nivenia Hall - 149 m²,

Micro Frog hall of 46 m² - not part of the restaurant but there is potential to use this for special functions).

**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 add whatever equipment, furniture and fittings necessary for it to maximise revenue opportunities and provide a high standard of catering service at the Garden.

**The restaurant kitchen will be handed over installed with the following**:

- full services as per attached drawing (please note: stoves, all other equipment and shelving are for the Operators expense)
- cold room
- freezer room
- food store
- drinks store
- extraction system
- fire extinguisher

**2.7 FURNITURE, CUTLERY, CROCKERY & GLASSWARE**

The potential Operator will be responsible for providing all furniture, crockery, cutlery, glassware, etc. and any other health and safety equipment required. An idea of the type and style to be used is to be included in the Forms of Proposal.

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

**2.7.1 NB.** All items (attached or loose) listed and currently found in and outside the restaurant, are the property of SANBI.

## 2.8 MAINTENANCE

The Operator will be responsible for the day-to-day maintenance of the restaurant facilities, all surfaces and equipment, whether the equipment has been supplied by the Operator or purchased new by SANBI. This equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, in order to provide a continuous catering service at the Garden.

Equipment purchased by SANBI will remain the property of SANBI and is to be returned in the condition it was originally handed over with fair wear and tear taken into consideration. Should SANBI consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by SANBI and the cost thereof will be refunded to SANBI by the Operator.

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 the cleaning of all facilities under its control and any facilities used for catering purposes including outside seating areas and staff toilets. 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
- deep cleaning of staff facilities
- cleaning and maintaining fat traps and the disposal of the waste legally

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.

In the light of the Harold Porter National Botanical Garden being a “bins free” garden, the Operator is to make sure that no littering of the surrounding areas occurs from its premises.

**2.10 SMOKING**

No smoking will be allowed in any of the SANBI buildings – only in the outdoor service areas. SANBI buildings 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 of 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. SANBI will remove the refuse from the latter once a week for which a nominal fee will be levied.

Cans, glass, plastic and paper are to be stored separately for re-cycling purposes. The separation of this waste will be the responsibility of the Operator but will be collected by SANBI.

Refuse stored in the catering facilities is not to be visible to garden visitors and should be suitably stored in sealed containers (baboon proof) such as lidded bins with a firm catch lined with plastic bags. 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 alarm systems and monitoring service. The selection of service providers is to be carried out in consultation with SANBI taking into account existing service providers (Metro Security) in the Garden.

There is currently a 24-hour armed response service to the Garden premises. The Operator will be required to purchase all remote gate controls. These will be available from Metro Security.

## 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 familiar with instructions on how to use fire appliances. These will be supplied, regularly inspected and tested by SANBI.

Staff knowledge of the emergency procedures and how to use fire equipment, will be tested on a random basis by SANBI or its consultants.

## 2.17 STAFF FACILITIES

SANBI will supply an office, staff facility with toilets for the Operator's staff at the restaurant. The Operator will be responsible for providing secure lockers. The Operator will also be responsible for the daily maintenance and regular deep cleaning of these facilities.

## 2.18 TELEPHONE

The Operator will be supplied with voice (Telephone) and data points (Computer) in the restaurant and kitchen areas. 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.

## 2.19 LICENCES

All trading licences must be obtained and submitted prior to operating the restaurant. Proof of liquor licences 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.

## 2.20 PARKING

Staff parking will be available in the main car park on the far eastern end of the parking area. The exact number of bays is to be negotiated with SANBI.

## 2.21 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

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

**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 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 including being familiar with the of the Garden they are stationed in, evacuation procedures within the first week before commencing any work (A signed register of such induction must be available in the Safety, Health and Environmental file and be available to the internal and external auditors and SHE representatives of SANBI on request).
- 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. 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) 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.

**The potential 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. Should an incident occur, report this to SANBI within 24 hours and the remedial processes 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:
  1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
  2) Contravention Notice: rectify contravention within given time.
  3) 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 of 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 RESTAURANT

The restaurant will be utilised as a venue for light meals, snacks, and drinks mainly, but should also offer main meals for Garden visitors wanting to spend more. The restaurant is to offer a service that coincides with the opening times of the Garden, unless otherwise agreed with SANBI. Past experience indicates that there is insufficient demand for a dinner-venue unless function-orientated or a specific day(s) is allocated to provide for this. For example, corporate dinners, a Friday night dinner special, etc.

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

The restaurant concept is to appeal to families, business people, tourists and locals. The food is to be moderately priced, stylish and of a quality befitting a prestigious venue as this Garden.

This 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 Proposal.

SANBI will only consider proposals that comply with its mission to preserve and promote the biodiversity of South Africa.

Furthermore, it is thus important for the Operator to explore special offers for pensioners when most appropriate to ensure ongoing business especially during the quiet months.

## 3.2 METHOD OF PAYMENT

The Operator is to accept all major credit cards and cash.

## 3.3 FUNCTIONS

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. Fireworks are not permitted. No open fires or equipment with open fires to be placed around the building.

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 function areas will fall under the responsibility of the Operator with the exception of Garden areas where litter will be collected by SANBI staff.

Picnicking is allowed in the preferred area in the Garden. This policy provides opportunity for the Operator to provide a picnic service on condition that the picnic includes information on baboon management in the area and litter prevention.

The Operator is to provide SANBI with a list of forthcoming functions by the last weekday of each month. Guest lists for the entrance passes are to be provided to SANBI at least 48 hours prior to the function.

**3.4 CATERER EXCLUSIVITY**

The Operator will not have exclusive rights to function/event catering held at the Garden. For example, Winter Concerts with snacks served. However, SANBI undertakes to inform the Operator of forthcoming events.

**3.5 SELLING PRICES**

Menu selling prices submitted with the Forms of Proposal are to remain valid for a period of 6 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.

**3.6 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.

### 3.7 LAUNDRY

The Operator will be responsible for its own laundry including any function linen. Its 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 cooking, general appearance and presentation as well as compliance with menu description
- product temperatures (see **Section 4.8**).

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 2 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 Proposal)
- Cleanliness of uniforms
- Personal hygiene (as laid down in the Health Act 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 & 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
- Number, size and average spend of any functions
- Daily net sales revenue for the venue under the headings: functions and restaurant
- 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 & STOCK

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

- Randomly weigh products
- 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 at 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. Should staff wish to smoke tobacco, they are to do so outside the SANBI building and out of sight of restaurant customers.

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 up-date.

## 4.8 HEALTH, SAFETY & HYGIENE

The Operator's responsibilities will be:

I. 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);
II. Ensuring that any off-site preparation facilities and production methods comply with all local food handling regulations and by-laws;
III. Carrying-out thorough and on-going 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.

## 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, it 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. RESTAURANT NAME**

The Restaurant is currently called **"Red Disa Restaurant",** but the new Operator will be able to give a new name according to the garden environment, subject to the approval of the Curator of the HP NBG.

Annexure A

Floor Plan of the Restaurant

