



TERMS AND CONDITIONS FOR CUSTOMERS

These terms and conditions govern your access to and use of the website, including the use of the chef's services. Please read these terms carefully before accessing or using the Website. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING OUR WEBSITE.

1. Introduction

1.1. Every person that accesses or uses our Website ("you", "your" or "user"), including without limitation, each user ("registered user") that

- 1.1.1. Signs up as client;
- 1.1.2. use or receive any services supplied to you through the Website;
- 1.1.3. access, use refer to, view and/or download any information made available on or by means of the Website ("Content")

agrees that the user has read our Terms and Conditions before continuing to use or website and agree that the terms are fair and reasonable and agree that these terms and conditions are binding and enforceable against you.

1.2. By agreeing to these Terms, you also consent to the policies applicable to, and accessible on, our website and such other URLs that we may indicate from time to time, which are incorporated by reference into these Terms, namely Privacy Policy, POPI Policy, Website Terms of Use, and any other policy as is made available on our Website(s) from time to time ("Policies").

1.3. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA"). **Each Consumer attention is drawn to clause 2 below**, which should be carefully noted, because it contains provisions that appear in similar text and style to this clause and which –

- 1.3.1. may limit our risk or liability or a third party's; and/or
- 1.3.2. may create risk or liability for the user; and/or
- 1.3.3. may compel you to indemnify us or a third party; and/or
- 1.3.4. serves as an acknowledgement, by the user, of a fact.

- 1.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the Terms and Conditions or continue using our website. In the event that you need to contact us for purposes related to these Terms and Conditions, please use the email address of info@streetchef.co.za
- 1.5. If you have any complaints, kindly direct your complaints and/or query via e-mail to info@streetchef or via the pop-up WhatsApp sign on the Website.
- 1.6. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or us in terms of the law.
- 1.7. These Terms and Conditions contain the whole agreement between you and us and no other warranty or undertaking is valid unless contained in this document between the parties.
- 1.8. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. Continued use of the Services after any such changes shall constitute your consent to such changes.

2. INDEMNITY / LIMITATION OF LIABILITY / WARRANTIES

2.1. Indemnification

- 2.1.1. By using the Website, you agree to defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the
 - 2.1.1.1. Provision of the services to you;
 - 2.1.1.2. your violation of any rights of any third party, including providers of services arranged via the Website or Software;
 - 2.1.1.3. your use or misuse of the Software, Services or Website; or
 - 2.1.1.4. any claim that any content or information submitted or posted by you or on your behalf is inaccurate, defamatory, unlawful, offensive and/or discriminatory and/or that it caused damage specifically disclaims any

legal responsibility for any data, information, endorsements, materials, representations or personal opinions displayed on any third party website;

2.2. Limitation of Liability

- 2.2.1. You accept that, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Services, Website or Software.
- 2.2.2. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company.
- 2.2.3. When interacting with Chef's you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. Neither the company nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any user of the Services.
- 2.2.4. The Company and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.
- 2.2.5. To the extent allowed by law, neither we. nor any of our employees, officers, directors, subsidiaries, shareholders, affiliates holding companies, affiliates, successors, assigns, representatives, agents, advisers, service providers, sub-contractors and suppliers shall be liable for any loss or damage where:
 - 2.2.5.1. There is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - 2.2.5.2. Such loss or damage was not reasonably foreseeable by both parties;
- 2.2.6. You will be liable for any reasonably foreseeable loss or damage we suffer arising from your misuse of our Website, Services, Content or Software.

- 2.2.7. The company's service and software may be subject to limitations, delays, and other problems inherent in the use of the Internet, telecommunications networks and electronic communications. The company is not responsible for any delays, delivery failures, or other damage resulting from such problems.
- 2.2.8. In no event shall the Company and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including personal injury, loss of data, revenue, profits, use or other economic advantage).
- 2.2.9. The Company and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by you, including but not limited to loss, damage or injury arising out of, or in any way connected with the Website or Service.
- 2.2.10. You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset.

2.3. **Guarantees / Warranties**

- 2.3.1. We cannot guarantee that the Website will be uninterrupted or error-free. We are entitled, without notice and without liability, to suspend the Website for repair, maintenance, improvement or other technical reason.
- 2.3.2. We do not guarantee or warrant, and make no representations regarding, the reliability, quality or suitability of the service providers.
- 2.3.3. The company does not represent or warrant that:
- 2.3.3.1. the use of the service or software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data,
- 2.3.3.2. any stored data will be accurate or reliable,
- 2.3.3.3. the quality of any products, services, information, or other material purchased or obtained by you through the platform will meet your requirements or expectations,

- 2.3.3.4. errors or defects in the service or software will be corrected, or
- 2.3.3.5. the service or the server(s) that make the service available are free of viruses or other harmful components.
- 2.3.4. Errors
 - 2.3.4.1. The information contained on our website and the services provided is presented “as is” and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. We reserve the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.
 - 2.3.4.2. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website. However, should there be any errors of whatsoever nature on our Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Refund Policy.
 - 2.3.4.3. We shall not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.
- 2.3.5. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law by the Company.
- 2.3.6. By using the Software or Service, you expressly represent and warrant that you are capable of entering into binding contracts, i.e. have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.
- 2.4. By using the service or software, you agree that the exclusions and limitations of liability set out in this agreement are reasonable. If you do not think they are reasonable, you must not use the service or software.

- 2.5. This clause 2 will survive termination, modification or expiration of this Agreement and your use of the Website, Software and Services.

3. ORDER & PAYMENT

3.1. The Agreement

- 3.1.1. Your order is an offer that is only accepted upon payment made through the Software for a Service Provider.

3.2. Payment for Services:

- 3.2.1. You must maintain a valid debit/credit card registered on our website. You must ensure that all contact and payment information (ex. email address, physical addresses, debit / credit card numbers) which you provide is accurate and not misleading and that you will update it so that it remains so.
- 3.2.2. The Chef's prices excludes delivery fee, which shall be added to your bill. Prices include any applicable VAT or other sales tax unless otherwise stated.
- 3.2.3. We may at any time change the prices.

4. CANCELLATION & REFUNDS

4.1. Cancellation

- 4.1.1. You may cancel your order, provided that the Chef has not yet started with the order.
- 4.1.2. Cancellations should be done via the website or by contacting the Chef.
- 4.1.3. There is no charge if you cancel the appointment before the Chef has started with your order.
- 4.1.4. If you cancel after the Chef has started, then we will charge an administrative fee and/or lost earning fees as applicable. This will happen by debit from your debit / credit card and you authorise us to charge your card accordingly.
- 4.1.5. We may at any time, without cause cancel any particular Booking or this agreement as a whole including your right to use our website, giving notice by email to the extent reasonably practicable. If so, we will refund any amounts

due to you for outstanding paid for job requests within 14 days of such cancellation.

- 4.1.6. Accrued rights and liabilities are unaffected. All clauses in this agreement which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use our website, if we have given you notice of cancellation.

4.2. Refund

- 4.2.1. If there is a no-show or your food and you notify us via our website, within 1hour after the delivery time, then we will at your option provide either a full refund of any payment made.

- 4.2.2. Refunds are limited to the following circumstances, should be supported with proof and shall be at the discretion of the Company in the following circumstances:

- 4.2.2.1. Wrong food order;
- 4.2.2.2. Food order not similar to what was promised on the Website

- 4.2.3. The Company shall not provide a refund for food orders that are delivered cold, nor shall the Company be liable in any manner whatsoever for damages caused to due food that contains ingredients you are allergic to, causes illness, and/or death.

4.3. Other

If any amount due by you is unpaid, we may:

- 4.3.1. Charge reasonable additional administration costs; and/or
- 4.3.2. Charge interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the National Credit Act of 20015, and/or
- 4.3.3. Arrange of the supply of Services to be suspended; and/or
- 4.3.4. Cancel this agreement on written notice (including email).

5. CONTENT / SOCIAL MEDIA / REVIEWS

- 5.1. You must not publish or send any content (including links or references to other content) which is threatening, harassing, invasive of privacy, defamatory, offensive, racist, hateful, discriminatory or abusive or which we otherwise consider to be inappropriate.
- 5.2. If you post a Review, you also promise that it is your independent, honest, genuine opinion.
- 5.3. You promise to us that you have (and will retain) all rights and permissions needed to enable us to use your content as contemplated by the website and these terms and conditions.
- 5.4. We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant content.
- 5.5. We do not accept responsibility if your content is misused by other Users as this is outside our reasonable control.
- 5.6. We reserve the right to irretrievably delete your content at any time.
- 5.7. We reserve the right to remove any comments from our social pages as well as any comments on paid adverts on any social media sites.
- 5.8. We do not endorse or recommend any reviews by other Users. You rely on such information at your own risk. We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such reviews.

6. PRIVACY POLICY / POPIA

- 6.1. During the course of your interaction with the Company, whether through the Website or the Software, you may be required to provide us with your personal information. . For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act, 4 of 2013 (POPI).

- 6.2. We respect your privacy and shall take all reasonable steps to protect the personal information of users.
- 6.3. For more information on your rights o privacy and access to information, please peruse our Privacy Policy on the website.

7. INFORMATION & NOTICES

- 7.1. For the purposes of the Electronic Communications Transactions Act (ECT Act), our information are as follows:
 - 7.1.1. Company Name: Street Chef (Pty) Ltd
 - 7.1.2. Registration Number: 2021/541870/07
 - 7.1.3. Registered Office: 39 Royal Road, Morreesburg, Western Cape, 7130
 - 7.1.4. Postal Address: same as registered office
 - 7.1.5. Email Address: info@streetchef.co.za
- 7.2. Notices and counter notices with respect to the Service or Software should be sent either by hand, courier, or email and must be in English.
- 7.3. All notices sent -
 - 7.3.1. by hand or courier will be deemed to have been received on the date of delivery;
 - 7.3.2. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION to serve as proof that an email has been received.
- 7.4. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving us not less than 7 days’ notice in writing.

8. TERMINATION / BREACH

- 8.1. Without prejudice to the Company's other rights under these terms and conditions, for any reason, including, if you breach these terms and conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including

- 8.1.1. modifying or suspending, temporarily or permanently, access to the Service or Software (or any part thereof) and;
 - 8.1.2. refuse any and all current and future use of the Service,
 - 8.1.3. suspend or terminate your account (any part thereof) or use of the Service and/or
 - 8.1.4. bringing court proceedings against you.
- 8.2. The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.
- 8.3. The Company will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the Company.
- 8.4. You agree not to engage any Service Provider directly for 6 months after termination of this agreement.

9. **ALTERNATIVE DISPUTE RESOLUTION**

- 9.1. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("**Dispute**"), you agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice.
- 9.2. Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and us on any matter provided for in, or arising out of these T&C's, and not resolved through us, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.
- 9.3. You agree that any arbitration will be limited to the Dispute between you and the Company. You acknowledge and agree that you and the company are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and the Company otherwise agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

10. **GENERAL**

10.1. This Terms and conditions constitute the entire agreement between you and the Company with regard to the use of the Services, Software and Website and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and the Company regarding the subject matter contained herein.

10.2. Applicable Law

10.2.1. These terms and conditions are governed by the Laws of the Republic of South Africa.

10.2.2. The Registered user confirms that this Website and Software is controlled, operated and administered by the Company from its offices within the Republic of South Africa in Cape Town, Western Cape.

10.2.3. Any dispute that arises from this agreement, that cannot be resolved by alternative dispute resolution, shall be instituted in a court with the necessary jurisdiction.

----- THE END -----