



TERMS & CONDITIONS FOR THE CHEF

1. INTRODUCTION

- 1.1. The Company provides a communications platform ("Platform / Website") to enable the connection between individuals seeking to obtain services such as home cooking, ordering take away etc from Home Cook Chef's.
- 1.2. By signing up as a Chef, the Chef agrees to be bound by the terms and conditions set out in this agreement.
- 1.3. 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.

2. RELATIONSHIP BETWEEN COMPANY AND THE CHEF

- 2.1. The Chef agrees and understands that the Company does not serve as an employer for the Chef, therefore does not have an employment relationship with the Company.
- 2.2. By offering your services through the website or software, the Chef agrees and understand that he/she is acting as an independent Chef.
- 2.3. The fact that the Chef markets its service through the website does not in any way create, establish or set up any joint venture, partnership, employment, or agency relationship between the parties or any third party provider as a result of this Agreement or use of the Platform.
- 2.4. The Chef shall be fully responsible for and shall indemnify the Company or any Group Company for and in respect of:
 - 2.4.1. any income tax, unemployment insurance fund and/or PAYE contributions and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law; and

- 2.4.2. all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by The Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - 2.4.3. any liability arising from any employment-related claim; or
 - 2.4.4. any claim based on worker status (including reasonable costs and expenses) brought by the Chef against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.
- 2.5. Further the Chef waives all claims of whatsoever nature, howsoever arising, existing or potentially existing between the parties that may have arisen from the Chef not being employed with the Company whether such claims arise from contract, delict, or in terms of any statutory provision. In particular, but without derogating from the generality of the foregoing, it is accepted and particularly agreed that neither the Chef nor anybody on his/her behalf will pursue an allegation of any alleged unfair dismissal, unfair labour practice or non-compliance as contemplated in the Labour Relations Act, Basic Conditions of Employment Act or any other statutory and/or common law provision, as amended.

3. DURATION

- 3.1. This Agreement shall commence on the signature date and terminate by either party giving the other party three weeks written notice.
- 3.2. Notwithstanding the notice period, the innocent party may immediately terminate this Agreement should the defaulting party fail to rectify a breach in terms of this Agreement in terms of clause 5.

4. PAYMENT / PAYOUT

- 4.1. The Chef shall set a price for their relevant dishes (fee), by taking into the account the additional services charges set out below in clause 4.2
- 4.2. The Company shall add a 20% service charge on the on the Chef's fee (Street Chef Fee) as well as a delivery charge of R 25.00, payable directly by the customer to the Company. The Chef understand and agree that he/she shall have no claim against these amounts and shall only be entitled to its own fee.

- 4.3. The Company shall make payment to the Chef on a Friday, following a week after the relevant order has been placed and paid by the customer to the Company, into the Chef's nominated bank account.

5. BREACH

- 5.1. Should any Party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice has been given to it by the other Party, the aggrieved Party shall be entitled, without prejudice to any rights which it may have in terms hereof or at law, to:
- 5.1.1. Claim specific performance and/or claim damages; or
 - 5.1.2. Cancel this Agreement with immediate effect and/or claim damages
- 5.2. The parties agree that any legal costs incurred in connection with a breach or termination of this Agreement, shall be claimable at an attorney and client scale, which shall also include collection commission, tracing fees, sheriff costs.
- 5.3. Without prejudice to the Company's other rights under these terms and conditions, the Company may take such action as the Company deems appropriate to deal with the breach, including
- 5.3.1. modifying or suspending, temporarily or permanently, access to the Service or Software (or any part thereof) and;
 - 5.3.2. refuse any and all current and future use of the Service,
 - 5.3.3. suspend or terminate your account (any part thereof) or use of the Service.
- 5.4. The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.
- 5.5. The Company will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the Company.

6. HEALTH & SAFETY FOOD STANDARDS

- 6.1. The Chef acknowledges and agrees that he/she is aware of the relevant health and safety regulations and legislation for operating his/her food business.
- 6.2. The Chef is responsible to adhere to all such required regulations and legislation.

- 6.3. The Company shall not be held liable in any manner whatsoever should the Chef not comply with the relevant legislation and regulations.
- 6.4. Should the Chef cause any injury to the customer due to unsafe food practices, failing to adhere to health and safety regulation or failure to warn the customer of any allergens in its food, the Chef shall bear the sole responsibility for any claims and/or damages that arises therefrom.

7. COMPLAINTS & REFUNDS

- 7.1. Customers will be entitled to refunds and such refunds will be credited from the Chef's account in the following circumstances:
 - 7.1.1. Wrong food order;
 - 7.1.2. Food order not received as advertised;
 - 7.1.3. Proof of food poisoning from the customer
- 7.2. Any other complaints as to food quality will be discussed with the relevant Chef and both parties shall decide how to deal with the relevant complaint and or whether to provide the customer with a refund or partial refund.

8. INDEMNITY / LIMITATION OF LIABILITY / WARRANTIES

8.1. Indemnification

- 8.1.1. By entering into this Agreement and using the Platform, the Chef 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:
 - 8.1.1.1. This agreement;
 - 8.1.1.2. the use or misuse of the Platform; or
 - 8.1.1.3. any claim that any content or information submitted or posted by the Chef or on the Chef's 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;

8.2. **Limitation of Liability**

- 8.2.1. The Chef accept that, the Company has an interest in limiting the personal liability of its officers and employees. The Chef agree not to bring any claim personally against the Company's officers or employees in respect of any losses the Chef may suffer in connection with the provision of Services or use of the Platform or third party service providers.
- 8.2.2. To the extent permitted by applicable law, in no event shall the Company's aggregate liability exceed the amounts actually paid by and/or due from you in the six (6) month period immediately preceding the event giving rise to such claim.
- 8.2.3. When interacting with the users / customers the Chef 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 Platform.
- 8.2.4. 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 Platform.
- 8.2.5. 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-Chefs and suppliers shall be liable for any loss or damage where:
 - 8.2.5.1. There is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - 8.2.5.2. Such loss or damage was not reasonably foreseeable by both parties; or
 - 8.2.5.3. Such loss or damage is caused by you, for example by not complying with this agreement.
- 8.2.6. The Chef will be liable for any reasonably foreseeable loss or damage the Company suffers arising from your breach of this Agreement or misuse of our Website.

8.2.7. The Company's Website 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.

8.2.8. 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 provision of services, or use of platform.

8.3. **Guarantees / Warranties**

8.3.1. We cannot guarantee that the Platform will be uninterrupted or error-free. We are entitled, without notice and without liability, to suspend the Platform for repair, maintenance, improvement or other technical reason.

8.3.2. The company does not represent or warrant that:

8.3.2.1. the use of the platform will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data,

8.3.2.2. the service or software (including any hospitality services) will meet your requirements or expectations

8.3.2.3. any stored data will be accurate or reliable,

8.3.3. 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.

8.3.4. The company makes no representation, warranty, or guaranty as to the reliability, safety, timeliness, quality, suitability or availability of the delivery company.

8.3.5. You expressly represent and warrant that you are legally entitled to enter this Agreement and otherwise 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..

8.3.6. By using the Platform, you represent and warrant that

8.3.6.1. your participation in using the Platform is for your sole, personal use.

8.3.6.2. You will only use the Platform for lawful purposes; you will not use the Platform for sending or storing any unlawful material or for fraudulent purposes.

8.3.6.3. You will not use the Platform to cause nuisance, annoyance or inconvenience.

8.3.6.4. You will not impair the proper operation of the network.

8.3.6.5. You will keep secure and confidential your account password or any identification provided to you which allows access to the Service.

8.3.6.6. You will only use an access point or data account that you are authorized to use.

8.3.6.7. You will not use the Platform for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

8.3.6.8. You will not intercept any information transmitted to or from us or the Platform which is not intended by us to be received by you.

8.4. By using the Platform, 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.

8.5. This clause 8 will survive termination, modification or expiration of this Agreement.

9. INTELLECTUAL PROPERTY & CONTENT

- 9.1. The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the software.
- 9.2. To the extent you provide any suggestions, ideas, enhancement requests, feedback, or recommendations, the Chef hereby assign to the Company all right, title and interest thereto.
- 9.3. The Chef alone shall own all right, title and interest in and to its recipes.
- 9.4. Any content uploaded onto the Website by the Chef, is done so at the Chef's risk and remains his/her responsibility.
- 9.5. The Company has the right to use the Chef's content on its social media pages and shall where possible give recognition, however no guarantees are provided to always give recognition.
- 9.6. The chef may 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.
- 9.7. The Company reserves the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities any Content, 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.
- 9.8. The Company does not accept responsibility if your Content is misused by other Users as this is outside of the Company's reasonable control.
- 9.9. The Company reserves the right to irretrievably delete your Content at any time.

10. THIRD PARTY INTERACTIONS

- 10.1. The Company will use a third-party service provider for delivery of the Chef's food to the customer.
- 10.2. The Chef expressly waive and release the Company from any and all liability, claims or damages arising from or in any way related to the third-party service provider.

11. NON-SOLICITATION / NON-CIRCUMVENTION

- 11.1. The Chef hereby undertakes not to circumvent this Agreement or the Website and deal directly with customers that engages through the Platform with the Chef.
- 11.2. Should the Chef circumvent the Website and deal directly with the Client, the Company shall be able to charge the Chef the maximum amount received from the customer.
- 11.3. The Chef agrees that he/she shall not during or after termination of this agreement for any reason whatsoever, solicit, aid or induce (whether on its own account or for any other person, firm or company) any employee or Chef of the Company to terminate their relationship or to seize the provision services to the Company.
- 11.4. The Chef agrees that he/she shall not, during or after termination of this agreement for any reason whatsoever, solicit, aid or induce (whether on its own account or for any other person, firm or company) any client (including former clients, current clients or potential clients of which the Company was the initiating party to the relationship or potential relationship) to obtain the provision of similar services elsewhere or to terminate their relationship with the Company.
- 11.5. The Chef shall not during this Agreement or for a period of 2 (two) years after termination of this agreement enter into agreements or have any concern in any clients, principals or companies who are/were involved with the business of the Company before, during or after the existence of this Service agreement between the Chef and the Company.
- 11.6. The Chef accepts that the restraints as stated above are fair, with regard to the subject of the business of the Company and protection of the business and concerns of the Company. The Chef also accepts that each such restraint is an isolated

restraint, which restraint can be separated from any other restraint, notwithstanding the fact that such restraints would be grammatically grouped as such. If a competent court, as mentioned, declare any of the restraints concerned, invalid or not enforceable, then, and in such a case each and every other restraint shall still be considered valid and enforceable.

12. CONFIDENTIALITY

- 12.1. For purposes of this clause confidential information includes trade secrets, raw material, business plans, business ideas, budgets, unpublished financial statements and other financial information, licenses, prices and costs, suppliers and customers, methods, processes, techniques, documentation, disciplinary codes, client lists and information base, programmes, computer software, information, technical information, drawings, information regarding the skills and compensation of other Chefs and/or Employees, Agents of the Company, any information that could be of commercial value to a competitor or/and potential competitor and is designated as confidential or proprietary, that the Chef knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public, but exclude information known to the public.
- 12.2. The Chef undertakes not to disclose, personally use, lecture upon or publish any confidential information during this Agreement and after the termination of this Agreement.
- 12.3. The Chef shall ensure he/she takes reasonable precautions to safeguard the confidential status of the Confidential Information. The Chef shall keep confidential all information and matters related to Clients of the Company.
- 12.4. The Chef shall, upon termination of this Agreement, hand over to the Company all confidential information in his possession, belonging to the Company, whether in hard copy, computer format or any other recording medium, including documents made by him during the course of this Agreement.

13. PROTECTION OF PERSONAL INFORMATION

- 13.1. The parties hereby consents to the holding and processing, both electronically and manual the information it collects in relation to each other in the course of this Agreement (including, but without limitation banking details, Identification numbers,

registration details and other records which may include sensitive information relating to the services offered or other categories of sensitive information) for the purpose of administration and management and its services and for compliance with applicable procedures, laws and regulations. This clause constitutes informed consent in terms of the Protection of Personal Information Act 4 of 2013, as amended.

- 13.2. The parties indemnify each other against any loss, cost, damages, expense or liability arising from or in connection with, disclosure of Personal information contrary to this Agreement by them.
- 13.3. The parties will notify each other of any such loss, cost, damages, expense or liability as soon as reasonably possible or any claim which may result in such loss, cost, damages, expense or liability.
- 13.4. The parties acknowledge and agrees that for the purposes of the Information Protection Legislation, the Chef will have access to the Customer's personal information and will process such information.
- 13.5. The Chef agrees to collect and process personal information accordance with the Company's privacy policies.
- 13.6. The Chef shall, in relation to any Personal Information processed in connection with the Agreement:
 - 13.6.1. keep the Personal Information confidential.
 - 13.6.2. comply with the Company's privacy and information protection policies.
 - 13.6.3. notify the Company without undue delay on becoming aware of a Personal Information breach.
 - 13.6.4. at the written request of the Company, delete or return Personal Information (and any copies of the same) to the Company on termination of the Engagement unless required by the Information Protection Legislation to store the Personal Information; and

13.6.5. maintain complete and accurate records and information to demonstrate compliance.

13.7. The Chef shall ensure that he/she has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the information to be protected, having regard to the state of technological development and the cost of implementing any measures.

14. NOTICES

14.1. The Chef select as his/her respective domicilia citandi et executandi, and for the purposes of giving or sending any notice provided for or required under this Agreement, the physical and e-mail addresses as specified when signing up.

14.2. The Company chooses as its domicilia citandi et executandi, and for the purposes of giving or sending any notice provided for or required under this Agreement, the physical address at 39 Royal Road, Morreesburg, Western Cape, 7130 and e-mail addresses info@streetchef.co.za

14.3. a Party may change its domicilium or its address for the purposes of notices to any other physical address or e-mail address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

14.4. All notices to be given in terms of this Agreement will be given in writing and will be delivered by hand or sent by e-mail.

14.5. If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after 16h30 or on a day which is not a business day will be presumed to have been received on the following business day.

14.6. If sent by e-mail, shall rebuttably be presumed to have been received on the date of successful transmission of the e-mail.

- 14.7. Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 14.

15. ALTERNATIVE DISPUTE RESOLUTION

- 15.1. 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.
- 15.2. 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 the Chef and the Company on any matter provided for in, or arising out of these T&C's, , then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.
- 15.3. The Chef and the Company agree that any arbitration will be limited to the Dispute between them. Both the Chef and Company are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both parties 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.

16. GENERAL

16.1. Entire Agreement

This Agreement constitutes 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.

16.2. Assignment

This Agreement may not be assigned by either party without the prior written approval of the other. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity.

16.3. Applicable Law

This Agreement is governed by the Laws of the Republic of South Africa. 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.

16.4. Severability

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

17. SIGNATURE

This Agreement does not require any signature, however by signing up and agreeing to the T&C's you agree to be bound by the terms of this Agreement.

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