
CHEFS ON APP Terms and Conditions

1. Introduction

- 1.1 The Chefs On App software application and website at www.chefsonapp.co.za (the "App") is available for download from app stores and google play stores.
- 1.2 The App enables users to procure the services of a Private Chef to cook for you at home or a venue of your choice.
- 1.3 These terms and conditions ("Terms and Conditions") govern the procurement of the Chefs services, procurement of cooking ingredients, delivery and cooking of Food and the use of the App. These Terms and Conditions are binding and enforceable against any person that accesses or uses the App ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the App, you acknowledge that you have read and agree to be bound by these Terms and Conditions. You must not use the App or any services related to ChefsOnApp if you do not agree to the Terms and Conditions.

2. Important Notice

- 2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act 68 of 2008, (the "CPA").
- 2.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
 - 2.2.1. May create risk or liability for the user; and/or
 - 2.2.2. May compel the user to indemnify ChefsOnApp or a third party; and/or
 - 2.2.3. Serve as an acknowledgement, by the user, of a fact.
 - 2.2.4. Serve as an acknowledgement, by the user, of a fact.
- 2.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask ChefsOnApp to explain it to you before you accept the Terms and Conditions by continuing to use the App.
- 2.5. 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 ChefsOnApp in terms of the CPA.

3. How It Works

- 3.1. You will be required to register on the App and provide information as required on the App.
- 3.2. You will procure the services of a Chef through the App or on the website by choosing a cuisine that you require.
- 3.3. The App will match the chosen cuisine with the relevant Chef who specialises in the cuisine of your choice.
- 3.4. You will be in contact with the chosen Chef to discuss the menu and ingredients required for the cuisine.
- 3.5. A summary of the order will be provided to you upon completion of a questionnaire with the Chef.
- 3.6. ChefsOnApp will procure the ingredients and deliver them to your chosen venue 24 hours before the event date.
- 3.7. You can only procure the services of a Chef that is available and active on the App.
- 3.8. ChefsOnApp will not be held responsible for any services procured outside of the App, notwithstanding the fact that the services utilized has an affiliation to ChefsOnApp.
- 3.9. Cancellation fees/penalties may apply where a service is cancelled after the service has been confirmed via the App and or email (refer to clause 8).

4. Registration and use of the App

- 4.1. Only a registered user may procure the services of Chef via the App.
- 4.2. To register as a user via the App, you must provide ChefsOnApp with your unique email address or telephone number, personal details and any other relevant information required. You will thereafter be requested to select your own password or be issued a randomly generated password (which you may subsequently change).
- 4.3. You will need to use your unique username and password to place an order via the App. You agree that a ChefsOnApp operator may call you to confirm your personal details, services information and amount owed. To this end; we will never ask you to confirm your card details and or pin via telephone or email, any attempt to solicit such information by our agents or any person claiming to be an agent of ChefsOnApp must immediately be reported to ChefsOnApp via telephone on 012 943 0623 or via email to admin@chefsonapp.co.za

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- 4.4. You agree and warrant that your username and password shall not be disclosed by you to any third party.
- 4.5. You agree that, once your correct username and password have been entered (in relation to the App), irrespective of whether the use of the username and/or password is unauthorized or fraudulent, you will be liable for payment of any resulting order.
- 4.6. You agree to notify ChefsOnApp immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and/or password and to take steps to minimise any resultant loss or harm, failure to notify ChefsOnApp shall absolve ChefsOnApp of any of your claims that may occur.
- 4.7. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the App. You may use the App only for lawful purposes and may not in any way (including without limitation by use of any robot, spider, other automatic device or manual process) monitor, distribute, display, publish, copy, print, post, modify or otherwise use the App and/or the information contained therein without the express prior written consent of an authorised ChefsOnApp representative.

5. Conclusion of sale and Availability of Service

- 5.1. Payment for services will be made via Payfast or any other acceptable methods that may be published on the App or website from time to time. To this end, all payments will be governed by the terms and condition of Payfast and or an acceptable payment partner as published on the App and website from time to time.
- 5.2. ChefsOnApp will indicate the acceptance of service by way of notification on the App or email ("Acceptance Notice"), and only at that point will an agreement of sale (the "Sale") come into effect between you and ChefsOnApp.
- 5.3. Should you wish to cancel your order, you may do so as directed on the App and ChefsOnApp will use its reasonable endeavours to effect such cancellation. NOTE: Cancellation policy will apply as per clause 7.
- 5.4. ChefsOnApp relies on availability of ingredients as some food items may be seasonal, and accordingly will bear no liability for unavailability of food items. You acknowledge that stock of all food on offer may be limited. ChefsOnApp will take reasonable efforts to ensure that when food items are not available, you are notified on time to make an informed decision to either chose another cuisine or postpone the service.

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- 5.5. You also acknowledge that the pricing of the various packages may change at any time without notice to you, but no price change will affect any service procured in respect of which you have received an Acceptance Notice, except in the case of an obvious pricing error. In the event of an obvious pricing error, we may reject your order or cancel the Sale at any time, and you will be entitled to a refund of the amount paid by you for such order.
- 5.6. Any dispute regarding inaccurate information relating to cuisines and package pricing errors should be resolved with ChefsOnApp Admin bearing that your respective rights and obligations are set out in these Terms and Conditions.
- 5.7. It is your responsibility to inform ChefsOnApp of any allergies or special requirements when you are from onset procuring the services of ChefsOnApp for us to exclude such ingredients or prepare the food in accordance with your special requirements. We cannot and do not guarantee that the food will be free of allergens, and we disclaim any liability relating to any ingredients or allergens contained in the food.

6. Payments and payment methods

- 6.1. ChefsOnApp will receive payment of all procured services unless it is expressly noted otherwise and will pay for all the ingredients and services of the Chef.
- 6.2. The Chefs will be paid by ChefsOnApp and no payments must be made to the Chefs directly.
- 6.3. The following Payment methods maybe used to settle the amount due:
- 6.4. **Credit Card:** Payment by credit card may only be made when an order is placed via the App. Where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. You will be redirected to the secure site of our payment gateway, which is not owned by ChefsOnApp or under ChefsOnApp control, and for which you acknowledge ChefsOnApp is not responsible in law for any reason whatsoever. Such payment gateway is however committed to upholding strict security standards, and at no stage will ChefsOnApp store your credit card details (save for the last four digits for payment purposes). We are entitled to withhold proceeding with the service until such time as the additional information is received by us and authorisation is obtained by us for the amounts owed. If we do not receive authorisation, your service request will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the services charges.

- 6.5. **Instant EFT:** Where payment is made by EFT, we may require additional information in order to authorise and/or verify the validity of payment. You will be redirected to the secure site of our payment gateway, which is not owned by ChefsOnApp or under ChefsOnApp control, and for which you acknowledge ChefsOnApp is not responsible in law for any reason whatsoever. Such payment gateway is however committed to upholding strict security standards, and at no stage will ChefsOnApp store your banking details. We are entitled to withhold proceeding with the service until such time as the relevant information is received by us and authorisation is obtained by us for the transaction. If we do not receive authorisation, your service request will be cancelled. You warrant that you are fully authorised to use the bank details supplied for purposes of paying the services charges. You also warrant that your bank account has sufficient available funds to cover all the charges levied.
- 6.6. Only one payment method may be used to settle the amount due and not a combination of payment methods.
- 6.7. Any promotional discounts may only be claimed via the App.

7. Cancellations

- 7.1. Whilst we do accept cancellations, we highly discourage cancellations in favour of postponement to avoid penalties. However, should cancellation be an only option available to you, the following condition will apply:
- 7.1.1. 7 calendar days before the event, no penalty fees will be charged
 - 7.1.2. Less than 7 calendar days and up to 72 hours before the event, 50% of the invoiced amount will be forfeited.
 - 7.1.3. Less than 72 hours and up to 48 hours before the event, 80% of the invoiced amount will be forfeited.
 - 7.1.4. Less than 24 hours before the event, 100% of the invoiced amount will be forfeited.

8. Delivery of the Service

- 8.1. The Chef will perform all services at your chosen address within Gauteng Province subject to availability.
- 8.2. Notwithstanding clause 8.1 above, a Chef may be booked to perform services outside the province of Gauteng at your chosen venue, however the cost of travel for the Chef will be borne by the client.

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- 8.3. Your address must be provided at the onset of the service request to determine availability of the service in the area.
 - 8.4. You are not allowed to amend the service address once confirmation from ChefsOnApp service is received.
 - 8.5. We will endeavour to provide the service to you at the time and date confirmed with you as contained in the confirmation notice.
 - 8.6. Our obligation to deliver the service is fulfilled when our Chef arrives at the nominated address. If the Chef arrives at the service address and you fail to open the door or respond to his/her telephone calls within 30 minutes from the time of his/her arrival at the nominated address, the Chef may leave the premises of the nominated address, and you will remain liable for payment of all service charged. If you are not able to be present at the nominated address to accept delivery of the Service, it is your responsibility to inform ChefsOnApp admin at admin@chefsonapp.co.za or 012 943 2606 of your unavailability and try to arrange for a postponement and in this case the terms and conditions for postponement and or cancelation will apply. ChefsOnApp will not be held responsible for any loss or unauthorised consumption of ingredients, after delivery of the ingredients at the nominated address.
 - 8.7. ChefsOnApp will not be held liable any loss or claims for non-delivery in the event of load-shedding or power failures and where the stove/burner/oven or any cooking surfaces is operated by electricity.
 - 8.8. Chefs will only clean up their workspace.

9. Errors

- 9.1. We shall take all reasonable efforts to accurately reflect or inform you of the food description, availability and package prices and related service charges via the App. However, should there be any errors of whatsoever nature on the App (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to an order based on any error, the rejection of an order or the cancellation of a Sale, save to the extent of refunding you for any amount already paid.

10. Complaints

- 10.1. We welcome any comments that help us improve our service and want you to be happy with your purchase. Please let us know by telephone or email as soon as

possible if there is a problem with the quality of our service, mannerism of our Chefs and or quality of the food prepared.

NOTE# any comments deemed to be derogatory/discriminatory or in breach of any codes or law will not be tolerated and may lead to the user being blacklisted on the App and refused further service on the App

11. Privacy

11.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our Privacy Policy, which is available on our Website and App.

12. Disclaimer

- 12.1. The use of the App is entirely at your own risk and you assume full responsibility for any risk or loss resulting from such use or reliance on any information on the App.
- 12.2. Any views or statements made or expressed on the App are not necessarily the views of ChefsOnApp, its directors, employees and/or agents.
- 12.3. In addition to the disclaimers contained elsewhere in these Terms and Conditions, ChefsOnApp also makes no warranty or representation, whether express or implied, that the information or files available on the App are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of ChefsOnApp, its employees, agents or authorised representatives. ChefsOnApp thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the App.
- 12.4. Notwithstanding the fact that the App may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect

or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

13. Limitation of Liability

- 13.1. ChefsOnApp cannot be held liable for any inaccurate information published on the App and/or any incorrect prices displayed on the App or communicated, save where such liability arises from the gross negligence or wilful misconduct of ChefsOnApp, its employees, agents, or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to admin@chefsonapp.co.za or by phone at 012 943 2606.
- 13.2. You hereby indemnify ChefsOnApp against any loss, claim or damage which may be suffered by yourself or any third party arising in any way you're your use of the App and or any linked Third Party Websites or mobile applications.
- 13.3. Notwithstanding the indemnities given above, you hereby indemnify ChefsOnApp against any loss or damages of whatsoever nature suffered in relation to or in connection with the use of the ChefsOnApp Services.

14. Force Majeure

- 14.1. If any party to this Agreement is prevented from performing any of its obligations or is substantially delayed in such performance by reason of any cause beyond its control, including any governmental restrictions, acts of God, crop shortages, riots, war, fire, labor disputes, or other causes of force majeure, it shall be excused from the performance of its obligations effected by the reasons referred to, or from the delay in such performance.

15. Governing Laws

- 15.1. These Terms and Conditions, the relationship between you and ChefsOnApp and or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the App will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other and arising from any of these Terms and Conditions.

- 15.2. In the event of any dispute arising between you and ChefsOnApp, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa.
- 15.3. Nothing in this clause 15.2 or the Terms and Conditions limits your right to approach any tribunal or forum of competent jurisdiction in terms of the CPA.

16. Notices

- 16.1. ChefsOnApp hereby nominates its address for any legal notices to be Unit 10, 12 Bauhinia Street, Highvel Technopark, Centurion, Pretoria, 0157. The address may be changed from time to time by updating these Terms and Conditions on the App and websites.
- 16.2. You hereby nominate your registered email address on this App and service address as specified on your order as your legal address, and you should effect any changes of your address in writing and within 7 calendar days.
- 16.3. Notices may be sent by hand, registered mail and or email.
- 16.3.1. Any hand delivered or registered mail will be deemed delivered on delivery date.
- 16.3.2. If by email; before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day, unless the contrary is proved.

17. Information

- 17.1. Registered Name: Chef On App, a private company registered in South Africa with registration number: 2022/782471/07
- 17.2. Main Business: Food preparation services
- 17.3. Physical address for receipt of legal notices: Unit 10, 12 Bauhinia Street, Highveld Technopark, Centurion, Pretoria, 0157. With a copy to admin@chefsonapp.co.za
- 17.4. Phone Number: 012 943 2606
- 17.5. Official email address: admin@chefsonapp.co.za

18. General

- 18.1. ChefsOnApp may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the App or the user's right to use the App or any of its contents, subject to us processing any orders then already made by you.
- 18.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 18.3. Any failure on the part of you or ChefsOnApp to enforce any right in terms hereof shall not constitute a waiver of that right.
- 18.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 18.5. No variation, addition, deletion or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto. Acceptance herein shall, on the part of ChefsOnApp mean a signature of its duly authorised representative and on the part of the client/user, it shall mean his or her signature.
- 18.6. No indulgence, extension of time, relaxation or latitude which either you or ChefsOnApp (the "grantor") may show, grant or allow to the other of them (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 18.7. These Terms and Conditions contain the whole agreement between you and ChefsOnApp and no other warranty or undertaking is valid, unless contained in this document.