

Things you may need to know

- **Q. When will my order be ready?**
- A. We need 48 hours to prepare your complete order for collection or delivery. Deliveries are either on a Thursday or a Friday so place your order by Wednesday at the latest for Friday delivery. If you are collecting, same rule applies, you can collect 48 hours after placing your order. If you need your order urgently, please let us know and we will do our best to assist. We also cater for last minute shoppers, and you are welcome to pop by and see whats available. Whilst we will always try to keep stock available for walk in customers, our priority is for meals on order, so availability may fluctuate.
- **Q. What time do you deliver?**
- A. We cannot promise an exact time of delivery. This is all dependant on the number of orders we have to make and the route dictated by our orders. We will try to accommodate you if you have a specific time request. Please contact us should you have any special delivery instructions 066 240 2435.
- **Q. What areas do we deliver to?**
- A. We cover the area from Umhlanga Rocks to Umgeni Park.
- **Q. Can we collect our order, and if so, from where?**
- A. Yes you can collect your order from our kitchen in Durban North. Our address is 10 Arcadia Centre, 87 Umhlanga Rocks Drive. This is a great alternative for those of you who do not always have someone at home to accept orders. Simply place your order online and select the "Order for collection" button, specify your collection date and we will have it ready for you. Remember to give us 48 hours to prepare your order.
- **Receiving your meals**
- **Are the meals delivered frozen?**
- All our food is delivered frozen and must go directly into your freezer at the time of delivery. The meals can be frozen for up to 2 months.
- **Do you charge for delivery & is there a minimum order amount?**
- All orders over R300 are delivered free of charge within the Umhlanga-Umgeni Park area. Orders under R300 attract a R30 delivery fee.
- **What if I am not at home to receive my delivery?**
- We have your number to contact you if there is a problem making delivery. If you are not home, and there is no-one to accept your order on the agreed upon date of delivery, your order will be taken back to our store for you to collect at your convenience, or we can re-schedule your delivery for our next delivery date.

Introduction

Website Terms and Conditions of Use Relating to www.thefamilychef.co.za

Registration

These Terms and Conditions govern your use of The Family Chef website located at the domain name www.thefamilychef.co.za. By accessing and using the Website, you agree to be bound by the Terms and Conditions set out in this legal notice. That you may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of The Family Chef.

E-Commerce & Privacy

The Website (www.thefamilychef.co.za) sells ready-made frozen meals and offers the option of delivery or collection of your meals.

The private information required for executing the orders placed through the e-commerce facility, namely your personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by The Family Chef and not be sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product.

The Family Chef undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payment for goods sold. The Family Chef cannot be held responsible for security breaches occurring on your electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.

You will receive notifications confirming orders placed. It is your responsibility to check orders confirmed and contact us if anything is incorrect.

It is your responsibility to read all food labels and to ascertain whether or not any product contains any ingredients which you/the consumer may be allergic to prior to purchase or consumption. The Family Chef agrees that The Family Chef cannot be held liable for any harm, loss, injury and/or damages suffered as a result of your failure to read the labelling and/or store the product/s according The Family Chefs specifications and/or where The Family Chef did not act grossly negligently or recklessly.

Product Prices & Availability

The product prices quoted on the website at the time of placing your order will be the price charged to your credit card. Excluding any inadvertent technical errors or glitches, we will honour any prices as published at the time of placing your order.

We have the right to change the price of any product at any time, please check before placing an order.

If there is anything unavailable on your order we will call you to notify you and offer a substitution.

Payment options

- **CASH** – Cash payments are accepted for any orders collected at our store.
- **EFT** – You can make payment electronically via your internet banking, or via iPAY of Payfast on our online shopping facility. Please specify your payment option on your order form and allow two working days for your payment to reflect in our bank account. Only upon receiving proof of payment will your delivery be dispatched.
- **Credit Card** – Credit card payments can be made in store on collection using a credit card machine available at our store. Online credit card payments are made using Payfast. Credit card details held by Payfast are processed using the strictest forms of encryption. No credit card details are stored on the website. Please visit www.payfast.co.za for more information on this service.

Deliveries

The Family Chef supplies frozen foods by order for delivery. We endeavour to supply all products in good order. The Family Chef offers deliveries between Umhlanga Rocks and Umgeni Park. Day of delivery will be either a Thursday or Friday of each week. This will be communicated to you via the number you provide to us on your order form. Exact time of delivery cannot be guaranteed and is dependent on our delivery route. If you have a specific delivery time you can request this on your order and we will contact you to confirm that this time is suitable.

If there are any problems when we attempt to deliver to you, our delivery team will try to contact you to make an alternative arrangement. If this fails too, your order will be returned to The Family Chef either for you to collect at your convenience, or to be re-scheduled for delivery on our next delivery date.

Please note adverse weather conditions, accidents, road work, unusual traffic congestion or any other events outside of our reasonable control may result in the occasional delayed or cancelled delivery. The Family Chef does not accept any liability for delays outside of its

control. The Family Chef will endeavour to contact the User as soon as we are able to in this instance and reschedule the delivery time and date.

The Family Chef reserves the right to change the date of delivery at any stage, and will not be held liable for any deliveries that are late or are not delivered on the agreed day. In these circumstances we will contact you and inform you of any changes and arrange another delivery, on the contact number you have given.

Cancelling an order

Orders can be cancelled up until 48 hours before your order is due to be dispatched for delivery.

The Family Chef reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet The Family Chefs standards. The Family Chef will inform you as soon as possible should we be unable to supply an order. Should The Family Chef exercise this right, you will receive a full refund with no deduction within 30 days after the date of such notification.

As suppliers of perishable goods, we do not accept any return of **unwanted** goods.

Dissatisfaction with our product

The Family Chef products are frozen and perishable. Please inspect your product when you receive it (before allowing it to defrost). If there are any concerns and/or difference with regards to the invoice and items delivered, or in the event that goods are delivered damaged, please contact us within one day of delivery. Should you need to return any products please ensure they are kept in your freezer. Please note that it is at The Family Chefs discretion whether we will exchange or refund the item for you once we have made an assessment of the returned product.

If there are quality issues with a product, please keep it and return it to us, so we can make an assessment, and improve on future products. We will not refund or exchange an item if it has been consumed.

The Family Chef will always endeavour to rectify any problem you may encounter. Any suggestions or comments regarding our meals or your ordering and delivery experience can be sent to orders@thefamilychef.co.za

If you do not notify us within 1 working day of products delivered to you in an unacceptable condition or of any errors, this will mean that you have accepted delivery of our product/s in good order and condition.

Country of Domicile

The website is governed by the laws of South Africa. The Family Chef chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice or other documents or communication of whatsoever nature, 10 Arcadia Centre, 87 Umhlanag Rocks Dr, Durban North, 4051 Kwa-Zulu Natal, South Africa.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, you consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing. All communications should be directed to: The Family Chef Shop 10, 87 Umhlanga Rocks Drive, Durban North, Telephone: 066 240 2435, or electronically to accounts@thefamilychef.co.za

Updating of these Terms and Conditions

The Family Chef reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is your obligation to periodically check these Terms and Conditions at the Website for changes or updates. Any continued use of this Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Company information

This website is run by The Mad Italian CC based in South Africa.

Contact us

For any support please contact The Family Chef by emailing to the address on the Contact Us page.

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Choice of Law

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