

TERMS AND CONDITIONS

YOUR AGREEMENT WITH US

These Terms and Conditions were updated on 18 October 2016.

The website www.fishandchipco.co.za (the "Site") is owned and administered by Taste Food Franchising (Pty) Limited ("Taste", "Us", "We", "Our"), a wholly owned subsidiary of Taste Holdings Limited ("the Taste Group"). Any reference to "Taste", "Us", "We" or "Our" shall include reference to Taste's employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holdings company, related entities, advisors, contractors, service providers and/or suppliers.

These Terms and Conditions, which include our Privacy Policy and any additional documents incorporated herein by reference, apply to any person who uses, accesses or views the Site and/or who downloads any of the information available on the Site ("You", "Your").

Your use of the Site constitutes your acceptance of these Terms and Conditions as they appear herein without any modifications and/or amendments thereto by You. It is important that You read the Terms and Conditions to ensure You understand them completely. If You do not agree with any provision contained in these Terms and Conditions, please do not access the Site.

We reserve the right, in our sole and absolute discretion, and You hereby acknowledge and agree that We are entitled to amend these Terms and Conditions at any time (which amendments may include amendments to the Site itself without notice to You) and in any manner whatsoever from time-to-time. We will publish the amended Terms and Conditions on the Site and Your continued use of the Site shall be deemed acceptance of any amended version of the Terms and Conditions.

It remains Your responsibility to ensure that You periodically review and familiarize yourself with the Terms and Conditions and any amendments thereto. Should You not agree to any amendments to the Terms and Conditions, please do not use or access the Site further.

The Terms and Conditions herein contained, and/or any amendments thereto shall not limit any rights which may be afforded to You in terms of any applicable legislation.

THIRD PARTY LINKS OR SERVICES

The Site may contain links or references to other third party websites, including but not limited to social media platforms, supplier websites or charitable organizations to which we subscribe or support ("Third Party Sites"). We do not own and/or control the Third Party Sites so if You follow and/or access any of these Third Party Sites, You will be subject to the Terms and Conditions or other policies governing those Third Party Sites. We do not necessarily support, endorse, condone or agree to the content on any Third Party Sites.

PRODUCT OFFERING AND PRICING

The product offering and/or promotional items appearing on the Site are an indication of the menu offering in Our outlets and may be amended and/or updated from time-to-time. They may not always represent the full menu and/or promotional offerings which can be found in Our outlets. The photographs used on the Site are for illustration purposes only and the actual products may vary.

The prices of the product offering and/or promotional items appearing on the Site may be updated and/or amended time-to-time and may vary.

LIMITATION OF LIABILITY

YOUR USE OF AND RELIANCE ON THE SITES OR THE CONTENT THEREOF IS ENTIRELY AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS."

Subject to any applicable legislation or any other right You may have in Law, neither We, nor any of our agents, officers, subsidiaries, holding companies, affiliates, successors, assignees, directors, employees, suppliers or representatives shall be liable for any damage, loss or liability of any nature whatsoever arising from Your use of the Site or any content provided from or through the Site.

While we make every effort to ensure the content of the Site is correct and up to date, the content is intended for general information purposes only and should not be relied upon as advice to You by Us. We make not representations or warranties regarding the content of the Site or to the operation, integrity or reliability of the Site or the accuracy, completeness or reliability of the content of the Site.

Nothing in these Terms and Conditions shall exempt Us from liability which is attributed to our gross negligence or willful misconduct.

INDEMNITY

Subject to any applicable legislation or any other right You may have in Law, You hereby indemnify and hold Us and our agents, officers, subsidiaries, holding companies, affiliates, successors, assignees, directors, employees, suppliers, representatives or customers harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from Your use of and access to the Site, your agreeing to these Terms and Conditions or any violation of these Terms and Conditions by You.

YOUR USE OF THE SITE

You may not use or access the Sites for or in connection with any illegal, unlawful or immoral purposes or for purposes prohibited by these Terms and Conditions.

You may not use the Site to post anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights.

You may not use the Sites in a manner that may infringe Our or any third party's the intellectual property rights or other proprietary rights, including by not limited to Copyright and Trade Marks;

You may not use the Site or the content thereof in any manner which may jeopardise or interfere with the functionality or the operation of the Site or any part thereof.

You may not engage in any activity which is aimed at or directed at using the Site for "spoofing", "hacking", "spamming" or "phishing".

You may not use the Site to post anything which may contain viruses or any other destructive features, regardless of whether or not damage is intended.

You may not intercept any information transmitted to our from Us or the Site which is not intended by Us to be received by You and/or otherwise gather email addresses and/or names for commercial, political, charity or like purposes or use Site or the content to collect or attempt to collect personal information about third parties without their knowledge or consent.

You may not violate the privacy of any person or attempt to gain unauthorised access to the Sites or any other network.

PROMOTIONS AND COMPETITIONS

We may conduct competitions or promotions from time-to-time on the Site. While those competitions or promotions will have specific terms and conditions which apply to and govern them, by entering into the relevant competition or participating in the promotion, You agree to be bound by the relevant terms and conditions as well as these Terms and Condition.

Notwithstanding any specific terms and conditions, We specifically retain the right, at any time and without notice, to remove, alter or add to the competition or promotion on the Site without any liability to You.

PRIVACY POLICY AND COLLECTION OF PERSONAL INFORMATION

To the extent that We may collect personal information from You through Our Site, We shall take reasonable steps to protect Your personal information. We will handle the collection, processing and storage of Your personal information in accordance with applicable legislation and in terms of Our Privacy Policy. Please ensure You have read Our Privacy Policy for full details on information We collect, storage of such information and what We do with Your information.

By disclosing or submitting Your personal information to Us where applicable, You consent to Our collection, processing and storage of Your personal information for the purpose described in Our Privacy Policy.

GOVERNING LAW AND JURISDICTION

The Site is maintained and administered in the province of Gauteng in the Republic of South Africa and these Terms and Conditions which govern the relationship between You and Us are governed and construed in accordance with the laws of South Africa.

You therefore consent to the jurisdiction of the High Court of the Republic of South Africa, Gauteng Provincial Division held at Johannesburg, South Africa in respect of disputes which may arise out of Your use or access to the Site and these Terms and Conditions.

DISPUTE RESOLUTION

If any dispute arises between Us and You regarding any provision of these Terms and Conditions, its application, interpretation or termination, We agree that We will attempt to resolve the dispute informally by means of an informal discussion between those directly involved in the dispute within 10 (ten) days after that dispute arises or such extended time period as We may agree to with You.

In the event that We are unable to informally resolve our dispute, we agree that the dispute may be referred to arbitration to be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa before an arbitrator appointed by the Foundation. Arbitration proceedings shall take place in Johannesburg.

Any award made by the arbitrator shall:

- shall be final and binding;
- will be carried into effect; and
- may be made an order of court.

Notwithstanding the aforesaid, nothing in this clause shall be construed as precluding either party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause.

This clause is severable from the rest of these Terms and Conditions and shall therefore remain of full force and effect even if these Terms and Conditions are terminated or cancelled for any reason whatsoever.

ELECTRONIC COMMUNICATIONS

By using or accessing the Site, You agree that all agreements, notices, disclosures and other communications sent by You to Us, satisfy the "writing" requirement specified in the ECT Act. You furthermore agree that:

- You shall be deemed to have received data messages We address to You as detailed in section 23(b) of the ECT Act;
- electronic signatures, encryption and/or authentications are not required for valid electronic communications between You and Us; and
- You warrant that data messages that You send to Us from a computer, IP address or mobile device normally used by You, are sent and/or authorised by You personally.

For the purpose of these Terms and Conditions and this clause in particular, "data messages" shall mean data generated, sent, received or stores by any electronic means.

SERVICE OF DOCUMENTS AND NOTICES

We choose the addresses below for all communication purposes under these Terms and Conditions, whether in respect of court processes, notices or other documents or communications of whatsoever nature.

We may monitor your communications.

Subject to the provisions of the RIC Act, You agree to permit Us to intercept, block, filter, read, delete, disclose and use all communications You send or Post to or using the Sites and/or to Our staff and/or employees.

Taste Food Franchising (Pty) Limited

Registration number: 2003/016093/07

Address: 12 Gemini Street, Linbro Business Park, Frankenwald, 2065, Johannesburg

SEVERABILITY

Any provision in these Terms and Conditions which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written in these Terms and Conditions and shall be severed from these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

TERMINATION

If You breach any of these Terms and Conditions, We may immediately and any further notice to you terminate your access to the Site or prohibit your future access to the Site and take any such appropriate legal action against You without prejudice to any other rights and/or remedies available to Us in law and without incurring any liability to You of any nature whatsoever. All of Our rights in this regard are and remain expressly reserved.

ASSIGNMENT

These Terms and Conditions and/or any rights or licenses granted in terms hereof, where applicable, may not be transferred or assigned by You, but may be assigned by Us to any other party without restriction and/or notice to you.

SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding on Your and Our successors and assigns.

GENERAL

We shall not be regarded as having waived, or be precluded in any way from exercising any right under or arising from these Terms and Conditions by reason of having at any time granted any extension of time, relaxation of any of the provisions of these Terms and Conditions or having shown any indulgence to You nor shall it constitute a waiver by Us of any of our rights and We shall not thereby be prejudiced or stopped from exercising any of Our rights against You which may have arisen in the past or which might arise in the future.

Nothing in these Terms and Conditions shall create any relationship of agency, partnership or joint venture between You and Us or between You and the Taste Group nor shall you be entitled to represent yourself as Our agent or partner.

CONTACT US

If You have any questions about these Terms and Conditions, Our Privacy Policy or any documents incorporated by herein by reference, please contact us on lisa@tasteholdings.co.za.