

PARENT AND LEARNER TERMS AND CONDITIONS

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears –

1.1 words importing –

1.1.1 any one gender include the other two genders;

1.1.2 the singular include the plural and *vice versa*; and

1.1.3 natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

1.2.1 “Agreement” means this agreement and all annexures hereto;

1.2.3 “Commencement Date” means the date set out on the cover page annexed hereto, being the date on which the Services shall commence;

1.2.6 “iHealth” means Food Today Pty Ltd (Registration number 2016/268790/07);

1.2.7 “iHealth Group” means iHealth and other related entities.

1.2.8 “Learner/s” means the party/ies referred to as such on the cover page annexed hereto;

1.2.9 “Parents” means the party referred to as such on the cover page annexed hereto;

1.2.10 “Premises” means any of the premises specified by the School from time to time;

1.2.11 “School” means Camps Bay High School;

1.2.12 “School Day” means every day that the School is in session with the School’s publication.

1.2.13 “Services” means the delivery and serving of meals to the Learners as selected on the cover page annexed hereto; and

1.2.14 “Terms and Conditions” means the Parent and Learner Terms and Conditions.

2. INTRODUCTION

2.1 The iHealth Group conducts catering services which offers tailor made nutritionally balanced meals and prepares and delivers the meals to its clients.

- 2.2. iHealth and the School has concluded an agreement in terms of which the School has granted iHealth permission to provide the Services to Learners from the Premises.

3. IHEALTH SERVICES AND OBLIGATIONS

iHealth shall-

- 3.1 deliver meals on School Days to the Learner/s at the Premises;
- 3.2 use its best endeavours to deliver the Services timeously, as agreed with the School.
- 3.3 comply with all laws, by-laws and regulations in force in regard to the preparation, transport and serving of food to the public;
- 3.4 ensure that the delivered food is at all times hygienically prepared and packed; and is healthy, nutritious and uncontaminated; and
- 3.5 have the right to change the menu of the week with prior notice to the Parent and the Learner/s might therefore receive a different meal than ordered.

iHealth shall not-

- 3.6 be responsible for events outside of its reasonable control, including but not limited to any delays in rendering the Services;
- 3.7 be held liable for any changes to the menu as contemplated in clause 3.5;
- 3.8 further not be responsible for any visual changes of the meals which may occur due to the transportation and delivery thereof to the School.

4. PRICE AND PAYMENT

1. iHealth shall be entitled to payment as per it is indicated on the website.
2. iHealth shall further be entitled to review the fee set out in clause 4.1 every 6 (six) months and shall give the Parent at least one calendar months' notice of any such fee increase.
3. The Parent shall be obliged to make payment via credit card, which card payment can be made via iHealth Meals website at the time of order.
4. The Parent acknowledges that in the event of non-payment, iHealth reserves the right to refuse to provide the Services to the relevant Learner/s.
5. The Parent acknowledges that he/she shall not be entitled to any refund of fees paid, or any portion thereof, for whatsoever reason (except in the event of iHealth failing to render any of the Services), including in the event of the absence of the relevant Learner/s from the School.
6. iHealth reserves the right to charge an administration fee of R150.00 (One-Hundred-Fifty Rand) should payment not be received timeously received and the Parent shall be liable for all legal fees, on an attorney and own client scale, in the event that iHealth institutes legal action against the Parent. If any payment is not received by the stipulated date, interest will be charged at the prime rate.

8. In the event of the account being handed over to Accountability for collection (partner of iHealth in debt collection), all cost involved (including legal costs) with such collection will be in addition to the amount originally owed.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the Commencement Date. Termination of service can be made via email sent to info@ihealthmeals.com
- 5.2 Within 2 (two) business days of receipt by iHealth of such written cancellation, iHealth will confirm the cancellation in writing.
- 5.3 In the event that the Parent does not receive confirmation from iHealth as set out in 5.2 above, it will be incumbent on the Parent to address iHealth thereon..

6. FOOD ALLERGIES/INTOLERANCES

The Parent shall prior to engaging the services of iHealth inform iHealth of any allergies and or intolerances from which the Learner/s may suffer and / or any other factor that may render certain foods and or ingredients potentially unsafe for the Learner/s (as provided for in the cover page hereto) and the Parent indemnifies iHealth against any claims in that regard. Due to the nature of an industrial kitchen iHealth cannot be held responsible if traces of these ingredients are in the Learner/s meal nor can iHealth be held responsible for defective supplied ingredients.

7. COMPLAINTS PROCEDURE

- 7.1 iHealth is committed to providing excellent service and will endeavour to handle any complaints in an efficient and fair manner.
- 7.2 Any complaints regarding the standard and quality of the product/s, should be directed to the Managing Director at complaints@ihealthmeals.com.
- 7.3 For more details on iHealth's complaints procedure, please do not hesitate to contact iHealth.

8. PARENT WARRANTIES

The Parent hereby warrants that he/she has made full disclosure about the Learner/s and hereby warrants that the Learner/s does not suffer from any food allergies and/or other illnesses which would prevent such Learner/s to make use of the Services and/or be harmful to the Learner/s.

9. INDEMNITIES

To the full extent permitted in law, iHealth and the iHealth Group shall not be liable for any direct or indirect loss and/or damages of whatsoever nature arising from and caused by the Services and the Parent hereby agrees to fully indemnify and hold harmless iHealth, its employees and directors from any such claims.

10. CESSION

iHealth shall be entitled to cede, delegate and/or assign any rights and/or obligations under this Agreement to any party without the consent of the other parties to this Agreement.

11. **UPDATING OF THESE TERMS AND CONDITIONS**

iHealth reserves the rights to amend these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being made available to the Parent via email sent by iHealth or on iHealth's website.

12. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

The recipes, design and displayed meal plans are owned by iHealth and is protected by copyright and other intellectual property laws. Content and information are not permitted to be used or copied under any circumstances without written permission from iHealth.

13. **JURISDICTION, SEVERABILITY AND ENTIRE AGREEMENT**

13.1 These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

13.2 If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remainder of these Terms and Conditions shall continue in full force and effect.

13.3 These Terms and Conditions constitute the entire agreement between iHealth, the Parent and the Learner/s.

This Terms & Condition is part of iHealth and Parent contract.

I, the referred Parent hereby confirms that this Terms and Condition has been read, understood, fully agreed and accepted by me.

By signing up with iHealth services means fully and unquestionably accepting this Terms and Conditions.

