

Terms and Conditions

These terms and conditions explain the circumstances under which you use the Café Frank site and how we relate to you. It's a legal document, and requires legal language in order to be thorough. We've put together a quick "In short" summary in everyday language under some of the headings to help you understand, but please note that everyday language summaries are just for convenience, and are not legally binding. Café Frank is the trading name for the registered company Rotisserie 360 Eatery CC, referred to in this document as Café Frank also referred to in this document as our; we, or us.

Please check in regularly for updates to our terms and conditions.

These general terms are governed by the laws of the Republic of South Africa. Any dispute arising in relation to these General Terms shall, to the extent permitted by law, be referred to arbitration in Cape Town at a venue of our choice applying the Uniform Rules of the High Court of South Africa

Overview

In short: This is the Café Frank website, and if you use our site or buy something from us, you agree to be bound by our terms and conditions.

This website is operated by Café Frank. Throughout the site, the terms "we", "us" and "our" refer to Café Frank. Café Frank offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms").

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

How you use the site and our service

In short: You need to be 18 years or older to use this site, and you must supply us with accurate information so that we can fulfil our side of the transaction. The Café Frank name and logo is protected by law, and you agree that you won't use the Café Frank website to transmit harmful code or viruses.

By placing your order through our website you confirm that you are 18 years of age or older; you are legally capable of entering into binding contracts; the information given on your order form is complete and accurate; any name or material that is on this website for the purpose of marketing is the property of its respective owner; all Café Frank trademarks (which include trade names, logos, sub-logos and marks) may not be used without written permission; you may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws); you must not transmit any worms or viruses or any code of a destructive nature.

The Website and the Services available through the Website may contain links to other third party websites, including (without limitation) social media platforms ("Third Party Websites"). If

you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies.

Hyperlinks provided on this Website to non-Café Frank sites, are provided "as is" and Café Frank does not necessarily agree with, edit or sponsor the content on such websites. No person, business or website may frame this Website or any of the pages on this Website in any way whatsoever.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

In short: Your information may be transferred unencrypted and may be altered, but credit card info is always encrypted. We can modify, cancel or refuse service at any time. You agree that you won't defraud Café Frank.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy of information

In short: Sometimes we make mistakes. If you spot any out of date or incorrect info, please let us know at [info\[at\]cafefrank\[dot\]com](mailto:info[at]cafefrank[dot]com).

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

If you find any information that is out of date or incorrect, please contact us on [info\[at\]cafefrank\[dot\]com](mailto:info[at]cafefrank[dot]com) and we will fix it.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service is inaccurate at any time without prior notice (including after you have submitted your order).

No specified update or refresh date applied in the service should be taken to indicate that all information in the service has been modified or updated.

Supplier of Goods and Services

In short: We choose which products are sold and at what price, and we can change or discontinue products or prices.

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act ("ECTA"), 25 of 2005, the supplier of goods or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

The supplier is Rotisserie 360 Eatery CC t/a Café Frank ("Supplier") a closed corporation duly registered and existing under the laws of South Africa registration number: 2009/045036/23.

Supplier has its physical address and place of registration at 160 Bree Street, Cape Town, 8001

Supplier will accept legal service at 160 Bree Street, Cape Town

The Office Bearer of the Supplier is: Debora Gaye Wynne

The telephone number of the Supplier is: (021) 423 0360;

Supplier's website is cafefrank.com and its email address is [info\[at\]cafefrank\[dot\]com](mailto:info@cafefrank.com)

The goods ("Goods") offered by Café Frank are indicated on the Website under the Menu + Delivery section of the Website; and via various social media links and emails as updated from time to time.

The purpose of the Website is to allow the User to order and view the Goods and Services via the Website.

The full price for the Goods is indicated on the Menu, as updated from time to time, and will vary depending on the type, quantity and size of the Goods ordered as well as any variations, amendments, or upgrades made thereto.

Goods and services offered through this website by Supplier are strictly on an 'as is' basis for the price as indicated on the Website, as updated from time to time.

Users cooling-off rights under section 44 of ECTA do not apply in terms of section 42(c) of ECTA insofar as the electronic transaction applies to the supply of foodstuffs, beverages, and other goods intended for everyday consumption supplied to the home, residence, or workplace of the consumer.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Food disclaimers

Food Allergens: Café Frank makes every attempt to identify ingredients that may cause allergic reactions (Wheat, Cow's Milk, Soya, Egg, Gluten and Sulphites). Although we have strict cross-contamination policies, we use a lot of different ingredients and shared equipment in our kitchens, as well as products that have been produced by suppliers. For this reason, we cannot guarantee that our food is completely free of allergens or traces of allergens. Therefore, any customer with an allergy should be aware of the risk and should ask a management member of the team for information on the allergen content of our food.

Delivery terms and conditions

A minimum order of R50 is required to qualify for delivery. Free delivery is available to a certain area, for a certain minimum order value. These details may change from time to time. We reserve the right to suspend or delay deliveries if experiencing operational issues; however, we will endeavour to notify customers of this at the time of ordering.

We require all delivery orders to be placed via our WhatsApp cart (online order) or by sending a direct, typed WhatsApp message. Voice notes and phone calls are not accepted means of placing an order. It is your responsibility to supply us with the correct delivery

information and to ensure your order can be received and paid for at the time of delivery. Should we be unable to deliver due to a fault of your own you will still be liable for payment of the order.

Accuracy of billing and account information

In short: We can limit or cancel orders, but will contact you via email to let you know about it. You will give us accurate information so that we can complete transactions and contact you.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Personal information

We take the privacy of our customers' information very seriously. We promise to handle all sensitive and personal customer information responsibly, as explained in our Privacy Policy.

Please take the time to read our Privacy Policy so that you know how we collect, use and take steps to protect your information.

Prohibited uses

In short: We can stop you from using our site if you do anything dodgy or harmful to us.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international or provincial regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Indemnification

In short: We are not responsible if you break the law, breach this agreement or go against our rights or those of any third party, especially if you get sued.

You agree to indemnify, defend and hold harmless Café Frank and its respective subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, suppliers, interns and employees, and any other third party service providers or subcontractors, from and against all losses and expenses (including attorney-and own client costs), arising from or related to your use of the site.

Governing law

These Terms of Service and any separate agreements whereby we provide you with Services shall be governed by and construed in accordance with the laws of the Republic of South Africa.

These Terms of Service may change

You can review the most current version of the Terms of Service on this page at any time at this page.

We reserve the right to update or change these terms of service at any time without prior notice. Your use of skinnylaminx.com following any such change constitutes your agreement to follow and be bound by the terms of use as changed. For this reason, we suggest you review these terms of use whenever you use this website.

Contact information

Should you have any questions about our Terms of Service, please email us at [info\[at\]cafefrank\[dot\]com](mailto:info@cafefrank.com).