

## TERMS OF SERVICE – COOKING CLASSES

These are the terms and conditions (**Terms**) of **REBECCA NEELTJE STONOR (ABN 43 514 576 596) trading as JUST EAT PLANTS (Just Eat Plants, we, our, us)** for supply of a Cooking Class to the **CLIENT (Client, you, your)**. These Terms incorporate our Website Terms of Use and Privacy Policy, which are published on the Website.

### 1. ECOMMERCE BOOKING AND ACCEPTANCE

- 1.1. To purchase a Cooking Class, you must first place a booking for a Cooking Class on the Website.
- 1.2. The booking form is made using **Square**. In using the Website and booking a Cooking Class, you warrant that you have read, understood and agree to be bound by Square's terms of service which are available on their website.
- 1.3. In the booking form, you will be required to provide personal information including:
  - 1.3.1. first and last name;
  - 1.3.2. email address;
  - 1.3.3. mobile phone number.
- 1.4. Following receipt of your booking for a Cooking Class, Just Eat Plants will contact you to confirm the booking. You acknowledge and agree that Just Eat Plants reserves the right to decline or cancel your booking.
- 1.5. A legally binding agreement only comes into existence when Just Eat Plants:
  - 1.5.1. confirms acceptance of the Client's booking for a Cooking Class; and
  - 1.5.2. the Client agrees to the Terms made available by email.

### 2. FEES AND PAYMENT

- 2.1. The Client agrees to pay the Fees for a Cooking Class.
- 2.2. In paying the Fees, you acknowledge and agree the Cooking Class is suitable for your needs.
- 2.3. The Client must pay the Fees within seven (7) days of receipt of a valid tax invoice.
- 2.4. The Fees can be paid by way of:
  - 2.4.1. credit card payment;
  - 2.4.2. electronic funds transfer into our nominated bank account; or
  - 2.4.3. cash.
- 2.5. You acknowledge and agree that where a request for the payment of the Fees is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Fees.
- 2.6. You acknowledge and agree that Just Eat Plants can vary the Fees at any time and that the varied Fees will come into effect following conclusion of the existing Cooking Class.

### 3. ATTENDANCE AND CANCELLATION OR FAILURE TO ATTEND

- 3.1. If you cancel your booking for a Cooking Class up to forty-eight (48) hours prior to the scheduled commencement of the Cooking Class, you will not be charged for the Cooking Class.
- 3.2. If you cancel your booking for a Cooking Class less than forty-eight (48) hours prior to the scheduled commencement of the Cooking Class or fail to attend the scheduled Cooking Class, Just Eat Plants is not liable for any refund of, or credit for, the Fees paid for that Cooking Class or compensation of any kind.

- 3.3. If your cancellation of a Cooking Class or failure to attend a Cooking Class is by reason of extenuating circumstances, Just Eat Plants may, at its absolute discretion, refund, or grant you a credit for, the Fees paid for that Cooking Class.

#### 4. **PRIVACY**

Just Eat Plants takes your privacy seriously. Any personal information provided through your use of the Website and for supply of a Cooking Class is subject to our Privacy Policy, which is available on the Website.

#### 5. **PARTICIPATION IN COOKING CLASS**

- 5.1. Just Eat Plants complies with the Australia New Zealand Food Standards Code to ensure that all food for a Cooking Class is safe, suitable and correctly labelled.
- 5.2. The Client must follow Just Eat Plants policies and procedures and all instructions issued by Just Eat Plants for the preparation of meals, storage, cooking and consumption of the meals during a Cooking Class. The Client accepts responsibility for purchasing fresh ingredients and proper storage of the food prior to a Cooking Class.
- 5.3. The Client must wear appropriate clothing, jewellery and footwear as advised by Just Eat Plants including:
  - 5.3.1. no excessively loose clothing;
  - 5.3.2. closed footwear,
  - 5.3.3. long hair to be tied back;
  - 5.3.4. no excessive jewellery hanging loosely from the person's body.
- 5.4. The Client must not have any companion animal in the home during a Cooking Class.
- 5.5. The Client must be fit and healthy in order to participate in a Cooking Class. If the Client becomes ill with any communicable disease or other infection prior to the commencement of a Cooking Class, the Client must not attend the Cooking Class as these illnesses can be transmitted through food to other persons in the Cooking Class.
- 5.6. The Client must behave appropriately and not endanger the safety of other persons in the home during a Cooking Class.
- 5.7. Just Eat Plants reserves the right to refuse supply of a Cooking Class in the event the Client or other persons in the home:
  - 5.7.1. are affected by drugs and/or alcohol;
  - 5.7.2. are ill with a communicable disease or other infection;
  - 5.7.3. engage in unlawful or unauthorised conduct including, but not limited to, obscene, offensive, disorderly, aggressive or dangerous behaviour that threatens the health and safety of Just Eat Plants.
- 5.8. Just Eat Plants endeavours to supply a Cooking Class in accordance with the booking. However, a Cooking Class is subject to change or cancellation. Just Eat Plants will give you notice of any change or cancellation to a Cooking Class and provide a refund of, or credit for, the Fees paid for that Cooking Class.

#### 6. **DIETARY REQUIREMENTS**

- 6.1. The Client acknowledges and agrees that they are responsible for disclosing their dietary requirements, including, but not limited to, any food intolerances and/or food allergies, in writing no later than seven (7) days prior to a Cooking Class.
- 6.2. A Client with a food allergy must:
  - 6.2.1. disclose to Just Eat Plants if they have been prescribed an EpiPen;
  - 6.2.2. bring the EpiPen to a Cooking Class. If the Client does not bring an EpiPen to a Cooking Class, Just Eat Plants reserves the right to refuse supply of the Cooking Class to the Client;

- 6.2.3. disclose to Just Eat Plants the location of the EpiPen;
- 6.2.4. ensure the EpiPen is in close proximity to the Client and easily accessible to both the Client and Just Eat Plants;
- 6.3. A Client must inform Just Eat Plants of any other person with a food allergy in the home during a Cooking Class. The Client acknowledges and agrees that the Client and any other person with a food allergy is in the home during a Cooking Class or participating in a Cooking Class at their own risk.

**7. DUTY TO REIMBURSE FOR DAMAGE OR LOSS**

- 7.1. The Client must follow all instructions issued by Just Eat Plants when using any food handling or other kitchen equipment for participation in a Cooking Class.
- 7.2. The Client is liable for:
  - 7.2.1. any damage to food handling and other kitchen equipment supplied by Just Eat Plants; or
  - 7.2.2. replacement of any food handling and other kitchen equipment damaged beyond repair or that is missing;caused by the wrongful act or omission of the Client.

**8. INTELLECTUAL PROPERTY**

- 8.1. All Intellectual Property created by Just Eat Plants for a Cooking Class and any related products is the exclusive and sole property of Just Eat Plants, together with any derivatives of the Intellectual Property.
- 8.2. You are expressly prohibited from reproducing any materials provided by us to you and understand and agree that such an action would amount to a breach of our Intellectual Property Rights, entitling us to take immediate action against you to enforce our rights.

**9. LIMITATION OF LIABILITY**

- 9.1. The total liability of Just Eat Plants, whether in contract, tort or under statute, in connection with supply of a Cooking Class to the Client is limited to supply of the Cooking Class again or paying the cost of supplying the Cooking Class again.
- 9.2. In conformity with subclauses 5.2 to 5.7 inclusive and clause 6, Just Eat Plants has no liability for the death of, or for any personal injury suffered by, the Client arising out of or related to the supply of a Cooking Class.
- 9.3. In conformity with subclause 5.3, Just Eat Plants has no liability for the loss of or damage however caused to any property of the Client while the Client attends a Cooking Class.

**10. INDEMNITY**

The Client indemnifies Just Eat Plants against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) arising out of or related to the supply of a Cooking Class.

**11. TERMINATION OF CONTRACT**

- 11.1. Just Eat Plants may at any time, terminate the Terms with you if:
  - 11.1.1. you have breached any provision of the Terms or intend to breach any provision of the Terms;
  - 11.1.2. we are required to do so by law;
  - 11.1.3. the supply of Cooking Classes, in our opinion, is no longer commercially viable.
- 11.2. Just Eat Plants reserves the right to suspend or deny, in our sole discretion, your access to the Website or a Cooking Class without notice if you breach any provision of

these Terms or any applicable law or if your conduct impacts Just Eat Plants name or reputation or violates the rights of those of another party.

## 12. REFUND POLICY

Just Eat Plants will only refund the Fees or the portion of any Fees that remains unused if:

- 12.1. in our opinion, it is no longer commercially viable to continue to supply Cooking Classes;
- 12.2. at our absolute discretion, it is reasonable to do so under the circumstances.

## 13. WAIVER

- 13.1. Any waiver of any provision of these Terms is in effective unless it is in writing and signed by the party waiving its rights.
- 13.2. A waiver by either party in respect of a breach of a provision of these Terms by the other party is not a waiver in respect of any other breach of that or any other provision.
- 13.3. The failure of either party to enforce at any time any of the provisions of these Terms must not be interpreted as a waiver of such provision.

## 14. SEVERANCE

If a court of competent jurisdiction deems any part of these Terms is unenforceable, invalid, illegal, void or voidable, that part will be severed, and the remaining Terms remain in force.

## 15. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws in force in South Australia and the Commonwealth and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia.

## 16. DEFINITIONS

In these Terms, unless a contrary intention is apparent:

- 16.1. **Fees** means the fees for the Cooking Class published on the Website;
- 16.2. **Client, you, your** means the person or persons who have agreed to supply of a Cooking Class;
- 16.3. **Intellectual Property Rights** means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, company, business or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use and protect the confidentiality of Confidential Information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration, and all digital and electronic rights;
- 16.4. **Just Eat Plants, we, our, us** includes any employee, servant, contractor, subcontractor, agent, partner, director or officer of Just Eat Plants;
- 16.5. **Cooking Class** means instruction in cooking meals in the home as described on the Website or as agreed by the parties in writing;
- 16.6. **Website** means the website owned and operated by Just Eat Plants and located at [www.justeatplants.com.au](http://www.justeatplants.com.au).

## 17. INTERPRETATION

In these Terms:

- 17.1. any words importing the plural includes the singular and vice versa;
- 17.2. any word importing a gender includes all other genders;
- 17.3. headings and clause numbers are inserted for convenience only and in no way affect the construction of these Terms;