

Terms and Conditions

These Terms of Service govern your relationship with www.fbichefschool.com website (the "Services or Website") operated by The FBI School of Pastry (Pty) Ltd

Please familiarise yourself with the Terms of Service before using services on this website.

Your access to and use of the Website is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Website.

By accessing or using the Website and its Services, you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these terms and conditions, in whole or in part, please do not use the Website and its services offered.

Company Overview

The FBI School of Pastry (Pty) Ltd provides Training and Educational Services to Full – Time, Part – Time and Individual students alike. The FBI School of Pastry (Pty) Ltd also provides events, catering, and product order services e.g Showpieces, Wedding and Birthday Cakes.

Purchases and Service Delivery

If you wish to purchase any product or service made available through the Website ("Purchase/Booking"), you may be asked to supply certain information relevant to your Purchase/Booking including, without limitation, your credit card number, the expiration date of your credit card, your billing address, contact number, your name and surname and your delivery information. The Administrator will request after and Class/Program/Workshop booking for your ID Number for certification purposes.

You represent and warrant that you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase/Booking; and that the information you supply to us is true, correct, and complete. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases/Bookings of products or services. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order or other reasonable reasons.

We reserve the right to refuse or cancel your order if a fraudulent/unauthorised or illegal transaction is suspected. We will not be held

responsible or liable for any failure during the Purchase/Booking process, or any resulting loss or damages to you.

Service Delivery for any advertised Programs/Classes/Workshop or for Events/Functions/Product/Cake orders will take place as per the advertised dates or with dates negotiated with direct communication with the school.

Payment options & Data Storage

Payment may be made via Visa and MasterCard.

Card transactions will be acquired for the FBI School of Pastry (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African

Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details will be stored by the FBI School of Pastry (Pty) Ltd separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

FBI School of Pastry (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Cancellation Policy – Programs/Workshops/Individual Classes

Payments received will be deemed as confirmation of attendance of Programs/Workshops/Individual Classes

Cancellations 7 Days before training date - No Refund (Due to stock orders and class prep)

Refunds on cancellations prior to 7 days of training date – voucher of fully paid value to apply to any other Program/Workshop or Class at the FBI School of Pastry (Pty) Ltd.

Should a monetary refund be required, a 20% administration fee will apply.

Cancellation Policy – Full – Time and Part – Time Students

The cancellation request will be individually reviewed and will be applied as per the signed Tuition and Accommodation Contracts.

Cancellation Policy – Events/Functions

Payments received will be deemed as confirmation of attendance of Events/Functions.

Cancellations 10 Days before training date - No Refund (Due to stock orders and preparations)

Cancellation requests prior than 10 days of the event will be reviewed individually, and the following will be taken in consideration: Date of event, Date of cancellation request, Fees Paid, Preparations made at the time of cancellation request, Stock/Product orders made for the event

Cancellation Policy – Product Orders/Cakes/Catering

Payments received will be deemed as confirmation of order.

Cancellations 7 Days before delivery/pick – up date - No Refund (Due to stock orders and preparations)

Cancellation requests prior than 7 days of the delivery/pick – up date will be reviewed individually, and the following will be taken in consideration: Date of delivery/pick - up, Date of cancellation request, Fees Paid, Preparations made at the time of cancellation request, Stock/Product orders made for the order.

Complaints Policy

If you are not entirely satisfied with Services, Cake/Product orders or with any of the Educational and Tuition services, please email chef@fbichefschoo.col.za. The email received will be reviewed by the School Principal and the Customer will receive feedback as soon as reasonable possible, but no later than 10 working days.

Privacy Policy

FBI School of Pastry (Pty) Ltd. shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.lawsouthafrica.up.ac.za/index.php/current-legislation>.

Please refer to the Privacy Policy link on this website.

Availability, Errors and Inaccuracies

In order to provide exceptional service, and accuracy, we regularly update the products and services on the Website. We reserve the right to change Class/Program/Workshop times due to operational requirements and without prior notice.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and

services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Despite our best efforts, the products, or services available on our Website may have an error regarding the price, be inaccurately described, or be unavailable.

We give our best effort to do updates real – time, but may experience delays in updating information on the Website and in our advertising on other websites or social media

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Website may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Promotions may be available for a limited time.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding any password that you use to access the Services and bookings on the website and for any activities or actions under your password, whether your password is with our Website or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Website and all contents, including but not limited to text, images, graphics or code are the property of The FBI School of Pastry (Pty) Ltd and are protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Website only for your own non-commercial use, or to place an order with The FBI School of Pastry (Pty) Ltd. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you a license to use any trademark of the The FBI School of Pastry (Pty) Ltd

or its affiliates. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Website.

Links To Other Web Sites

The Website may contain links to third-party websites or services that are not owned or controlled by the FBI School of Pastry (Pty) Ltd.

The FBI School of Pastry (Pty) Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that by the FBI School (Pty) Ltd. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Indemnification

You agree to indemnify, defend and hold harmless the FBI School of Pastry(Pty) Ltd, its principals, staff, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Website Service/Booking (b) your breach of any of these Terms; (c) anything you post on or upload to the Website; and (d) any activity related to your account. This includes any negligent or illegal conduct by you, any person or entity accessing the Website using your account whether such access is obtained via fraudulent or illegal means.

Limitation Of Liability

The FBI School of Pastry (Pty) Ltd, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Website; (ii) your inability to access or use the Website; (iii) any conduct or content of any third-party on or related to the Website; (iv) any content obtained from or through the Website; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer And Non-Waiver of Rights

The FBI School of Pastry (Pty) Ltd makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the

fullest extent permitted by law. Your use of the Website and its services is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind.

The FBI School of Pastry (Pty) Ltd its subsidiaries, affiliates, and its licensors do not warrant that a) the Website/Services will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Website/Service is free of viruses or other harmful components; or d) the results of using the Website/Service will meet your requirements.

If you breach any of these Terms and The FBI School of Pastry (Pty) Ltd chooses not to immediately act, or chooses not to act at all, The FBI School of Pastry (Pty) Ltd will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms The FBI School of Pastry (Pty) Ltd does not waive any of its rights. The FBI School of Pastry (Pty) Ltd shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement. You may not transfer any of your rights under these Terms.

Governing Law

This website is governed by the laws of South Africa and The FBI School of Pastry (Pty) Ltd 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 164 Church Street, Johannesburg North, 2169.

Changes

The FBI School of Pastry (Pty) Ltd may, in its sole discretion, change the Website Terms or any part thereof at any time without notice.

Contact Us

If you have any questions about the Terms and Conditions, Website or Bookings, please contact us at chef@fbichefschoool.co.za or 011 462 8964/063 070 8648