

Notes and Suggested inclusions for Terms & Conditions

TERMS & CONDITIONS

The All Good Food Company Limited T/A Fit Chef UK

This page (together with the documents referred to on it) sets out the terms and conditions (Terms) on which The All Good Food Company Limited T/A Fit Chef UK (referred to as FC) will deliver to you; meals, snacks and beverages (together the Food) ordered from FC's Site www.fit-chef.co.uk (the Site) (together the Services). Please read these Terms carefully before subscribing to FC Services. By ordering any of FC's Food or by subscribing to one of FC's Services, you agree to be bound by these Terms.

You agree to be subject to the Terms in force from time to time. FC will notify you by email of any significant changes to FC's Terms. Subscribing to FC Services will be deemed as acceptance of these terms.

1. ABOUT US

- 1.1. We are The All Good Food Company Limited T/A Fit Chef UK, a Limited Company registered in England and Wales under company number 09236820, FC's registered office is at 2 Egerton Moss, Ashley, Altrincham, England, WA15 0QE.
- 1.2. 1.2 FC operate the Site www.fit-chef.co.uk.

2. SERVICE AVAILABILITY

- 2.1. FC Services are only intended for people residing in England. FC do not accept orders from individuals outside the Serviced Area.

3. YOUR STATUS

- 3.1. If you are a consumer then references in these terms and conditions (the "Terms") to "you" are to the individual using the Website, or purchasing our products through a third party.
- 3.2. If you are a business, references in these Terms to "you" are to the business that you have the authority to bind in accordance with Section 4.
- 3.3. By placing an order through the Site, you warrant that:
 - 3.3.1. you are legally capable of entering into binding contracts;
 - 3.3.2. you are at least 18 years old; and
 - 3.3.3. you are resident and/or require delivery to the Serviced Area.

4. IF YOU ARE A BUSINESS CUSTOMER

- 4.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Services under an Order.
- 4.2. The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 4.3. You acknowledge that in entering into the Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. You and we agree that neither

party shall have any claim for innocent or negligent misrepresentation based on any statement in the Agreement.

- 4.4. Nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

5. HEALTH

- 5.1. FC strongly recommend that you seek medical advice before starting any nutritional program.
- 5.2. The information provided by FC is not medical advice nor a substitute for medical treatment. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site or other FC publications, including social media bulletins. This includes any advice FC provide to you by email, over the telephone or in person.
- 5.3. You should not use FC if you are severely underweight, pregnant, breastfeeding, under 18 or have any medical condition which affects your dietary requirements. FC is not liable for any illness or medical reaction caused by contact with or consumption of FC Food. FC may not be able to accommodate clients with specialist dietary needs or conditions and, in particular, FC are unable to deliver to those who have allergies that could result in illness, anaphylactic shock or those clients with diabetes who are insulin dependent.
- 5.4. If you have any type of food allergy, FC ask that you refrain from eating FC Food.

6. RESULTS

- 6.1. Results from the purchase of FC Food are not guaranteed. For the best results Food should be combined with daily exercise.
- 6.2. Results will vary from person to person. Results (measured in terms of fat loss and lean muscle gain) may vary from person to person for several reasons including but not limited to environment, genetics, metabolic rate, and physical exertion.

7. YOUR ACCOUNT

- 7.1. You will be required to create an account on the Site before subscribing to the Services, your username and password will be chosen by you. You are responsible for all actions taken under your chosen username and password.
- 7.2. By creating an account on the Site you warrant:
 - 7.2.1.that all the details you provide are true, accurate, current and complete in all respects;
 - 7.2.2.to only create one (1) account and to only use the Site using your own username and password;
 - 7.2.3.not to disclose your password to anyone and to make every effort to keep your password safe;
 - 7.2.4.to change your password immediately upon discovering that your account has been compromised; and
 - 7.2.5.to notify us if you suspect someone has accessed your account without permission.
- 7.3. FC reserve the right to terminate your account and to suspend or terminate your access to the Site immediately and without notice to you if:
 - 7.3.1.you breach these Terms;
 - 7.3.2.you are impersonating any other person or entity;
 - 7.3.3.when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity; and/or

7.3.4. FC suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity in relation to the Site.

8. ORDER PROCESS

- 8.1. After subscribing to the Services on the Site, you will receive an e-mail acknowledging that FC have received your order. This does not mean that your order has been accepted. All orders are subject to acceptance by us, and FC will confirm such acceptance to you by sending you an e-mail confirmation
- 8.2. The contract between us (Contract) will only be formed after FC have debited your payment card and confirmed receipt of your order by email. Any products which FC have not confirmed in the email will not form part of the Contract and any suitable arrangements for a refund will be made at FC's discretion.
- 8.3. FC reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 8.4. The subscription plan for FC Services consist of an initial charge followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to deactivation.
- 8.5. By subscribing to FC you are agreeing to pay recurring periodic subscriptions for an indefinite or defined time until cancellation by you or us, on the subscription terms set out in the application form you have completed.
- 8.6. Unless otherwise indicated during the order process, payment can be made by any credit or debit card or through an electronic payment account as identified on the order form. FC reserve the right to include additional charges where certain cards are used, such as (but not limited to) American Express or other international credit cards.
- 8.7. Should a payment to FC be requested to be returned by your bank, FC reserve the right to charge you a fee for the returned payment.
- 8.8. When you pay for your order by card, FC carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and carrying out certain checks for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies. By entering placing an order with us you are giving us permission to carrying out these checks.

9. REFERRAL SYSTEM

- 9.1. For individuals
 - 9.1.1. See proposal
- 9.2. For Personal Trainers
 - 9.2.1. See Proposal
- 9.3. For Businesses
 - 9.3.1. See proposal

10. VOUCHER CODES

- 10.1. Fit Chef UK Ltd voucher codes are only available on Orders which meet the minimum Order spend after the discount has been applied and which are paid in full at the time of Ordering.

- 10.2.23.2 Any prices and offers are correct at the time of the voucher codes being published by us through our communications.
- 10.3. We will not be responsible for voucher codes published without permission on third-party websites or in any third-party literature.
- 10.4. Voucher codes may be subject to additional terms and conditions (including an expiry date/time) which will be shared at the point of publication.
- 10.5. All voucher codes are subject to availability and only one voucher code can be used per Order.

11. CANCELLATION AND CONSUMER RIGHTS

- 11.1. Relevant only to order cancellations at this stage
- 11.2. By entering into these Terms you acknowledge that there is no automatic right to a refund where you wish to cancel your subscription for the Services.
- 11.3. If you wish to cancel your subscription all requests must be sent by email to info@fit-chef.co.uk. FC require three (3) full working days' notice in order to cancel your Delivery in all instances.
- 11.4. You can re-subscribe at any time, but FC reserve the right not to permit re-subscription.
- 11.5. Exemption - Pursuant to regulation 27(1)(c) of the Consumer Contracts (Information, deactivation and Additional Charges) Regulations 2013, contracts for the supply of goods are exempt from the right to withdrawal if those goods are liable to deteriorate or expire rapidly. For the avoidance of doubt, delivery Bags containing freshly prepared meals, juices and ingredients are exempt from the right to withdraw.
- 11.6. If you are unhappy with your Food for a legitimate reason such as:
 - 11.6.1. missing Food; or
 - 11.6.2. failure of Food to arrive.FC MAY provide a refund or other compensation as appropriate. Any refunds or compensation will be provided at FC's sole discretion.

12. AVAILABILITY AND DELIVERY

- 12.1. FC uses our courier UK MAIL to deliver all meals. You are able to choose which days you want food to be delivered.
- 12.2. Delivery fee is applicable for all destinations and the exact fee will be shown at check-out.
- 12.3. We will not deliver Goods to an address outside of the delivery area specified on the Website
- 12.4. Times given for delivery are estimates only and we shall not be liable for any delay in delivery.
- 12.5. If, during delivery of an Order, you or your authorised representative (as appropriate) fail to take delivery of the Goods you will not receive a refund for your Order.
- 12.6. Once your FC box is delivered in accordance with your instructions, the box and its contents are deemed to be your responsibility. For the avoidance of any doubt, where a box is delivered in accordance with your instructions and subsequently goes missing:
 - 12.6.1. this will be regarded as a successful delivery.
- 12.7. FC are not able to deliver your Food at a specific time. In any circumstance where FC indicate that FC will try and deliver at a specific time, this will in no

way form part of the Contract and failure to deliver at such time will not constitute breach of these Terms.

- 12.8. It is accepted that anyone at the delivery address is entitled to accept delivery, unless you have provided explicit instructions to the contrary.
- 12.9. The driver will take reasonable steps to deliver the food to you. If you feel that your delivery will require special instructions (such as gaining access to secure parts of your home or any other building in order to deliver your food), please notify us of this at the time of placing your order either in the notes section on our website, or with the courier directly

13. RISK AND TITLE

- 13.1. The Food will be at your risk from the time of delivery.
- 13.2. Ownership of the Food will pass to you upon delivery after FC have received full payment of all sums due in respect of the Food.
- 13.3. Neither FC nor Delivery Driver shall be deemed responsible for any theft of the Food from the delivery address.
- 13.4. If you suspect that your Food has been stolen from the delivery address please contact us immediately so FC can discuss alternative delivery arrangements. Until such alternative arrangements are made, FC reserve the right to suspend your order until suitable new arrangements have been made.
- 13.5. FC expressly disclaims all liability which may arise by virtue of the Food being left unattended for a period of time after delivery. This includes but is not limited to theft, tampering, contamination and the result of any change in temperature in respect of items which need to be kept chilled.

14. PRICE

- 14.1. The price of the Food and FC delivery charges may differ from time to time but will be as quoted on the site
- 14.2. Where additional delivery costs are applicable, these costs will be clearly indicated during the order process.
- 14.3. FC reserve the right to increase the price of the Food to reflect any increase in the cost to us due to any factor beyond FC's control (such as, and without limitation, the cost of transporting the Food to your address, any foreign exchange fluctuation, increases in the cost of raw ingredients, increases in the costs of labour, materials or other costs of manufacture).

15. WARRANTIES

- 15.1. FC warrant that any Food purchased from us through FC's Site will, on delivery; conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which Food of that kind is commonly supplied.
- 15.2. You warrant that any and all of the Food ordered by you is for your personal use only and not for resale unless agreed with us.

16. LIABILITY

- 16.1. Subject to clause 13.2, if FC fail to comply with these Terms, FC shall only be liable to you for the purchase price of the Food for the particular order in which the loss or damage occurred.
- 16.2. FC will not accept liability for any loss or damage that is not foreseeable.
- 16.3. Nothing in this agreement excludes or limits FC's liability for:
 - 16.3.1. death or personal injury resulting from negligence;
 - 16.3.2. fraud or fraudulent misrepresentation;
 - 16.3.3. Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
 - 16.3.4. Defective Food under the Consumer Protection Act 1987; or
 - 16.3.5. for any other matter in respect of which liability cannot by applicable law be limited or excluded.

- 16.4.FC attempts to identify ingredients that may cause allergic reactions for those with food allergies. However, there is always a risk of contamination. Customers concerned with food allergies need to be aware of this risk. Please be aware that FC's facility prepares foods and uses ingredients in FC products that contain nuts or nut oil and other allergens
- 16.5.FC make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Site or that it will be timely or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs.
- 16.6.FC cannot guarantee and cannot be responsible for the security or privacy of the Site and any information provided by you. In particular, FC will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Site or you downloading any material posted or sold on the Site or from any website linked to it.
- 16.7.You agree to fully indemnify, defend and hold us, and FC's officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of the Site.
- 16.8.This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

17. COMPLAINTS

- 17.1.If you have a comment, concern or complaint about any Food you have purchased from us, please contact us via email at info@fit-chef.co.uk.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1.FC may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of FC's rights or obligations arising under it, at any time during the term of the Contract.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1.FC are the owner or the licensee of all intellectual property rights in the Site (including the FC logo), whether registered or unregistered, and in the material published on it.
- 19.2.Food sold by us and Site content may be subject to copyright, trademark or other intellectual property rights in favour of third parties.

20. EVENTS OUTSIDE FC'S CONTROL

- 20.1.FC will not be liable or responsible for any failure to perform, or delay in performance of, any of FC's obligations under a Contract that is caused by events outside FC's reasonable control (Force Majeure Event).
- 20.2.A Force Majeure Event includes any act, event, non-happening, omission or accident beyond FC's reasonable control and includes in particular (without limitation) the following:
- 20.2.1.Strikes, lock-outs or other industrial action;
 - 20.2.2.Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 20.2.3.Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 20.2.4.Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

20.2.5. Impossibility of the use of public or private telecommunications networks; and/ or

20.2.6. The acts, decrees, legislation, regulations or restrictions of any government.

20.3. FC's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and FC will have an extension of time for performance for the duration of that period. FC will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which FC obligations under the Contract may be performed despite the Force Majeure Event.

21. PRIVACY

21.1. FC shall be entitled to process your data in accordance with the terms of the FC Privacy Policy. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended). (GDPR?)

21.2. You can find full details of FC's Privacy Policy on the Site.

22. WAIVER

22.1. Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity (and/or the continued performance of this Agreement) shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement must be in writing and shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement.

22.2. The rights and remedies provided by this Agreement are cumulative and (except as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

23. SEVERANCE

23.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in force.

24. ENTIRE AGREEMENT

24.1. These Terms, together with the documents referred to in it, constitute the entire agreement and understanding between us in respect of the matters dealt with in them and supersedes any previous relating to such matters.

24.2. You acknowledge and agree that in entering into this Agreement, and the documents referred to in it, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) (whether party to these Terms or not) other than as expressly set out in these Terms as a warranty. The only remedy available for breach of the warranties shall be for breach of contract.

25. VARIATION

25.1. FC have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting FC's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in FC's system's capabilities.

26. LAW AND JURISDICTION

26.1. This Agreement, any non-contractual obligations arising out of or in connection with this Agreement and the relationship between the parties, shall be governed by and interpreted in accordance with the laws of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement

Privacy Policy

SCOPE

We are Fit Chef UK LIMITED, a company registered in the United Kingdom under company number 09236820 and with our registered office at 2 Egerton Moss, Ashley, Altrincham, England, WA15 0QE. ("we", "our", "us" or "Fit Chef UK Ltd"). We operate www.fit-chef.co.uk and www.fit-chef.co.uk (the "Website")

Fit Chef UK Ltd complies with data protection legislation, such as the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations (2003). We take the processing of personal data relating to you and your rights in respect of your personal data very seriously.

The aim of this policy is to tell you how we will use any personal data you provide through the Website. Please read it carefully before you use the Website or the App or place an Order with us. Please review our List of Local Entities for the name of the Fit Chef entity responsible and the appropriate contact information.

WHAT PERSONAL DATA DO WE COLLECT AND WHEN?

We ask you for certain personal data to provide you with the products or services you request. For example, when you make purchases, contact our consumer services, request to receive communications, create an account, participate in our events or contests, or use our Sites or Apps. This personal data includes your:

Contact details including name, email, telephone number and shipping, billing address; login and account information, including screen name, password and unique user ID; personal details: your name, your email address, your billing address, your delivery address, your phone number(s), your order details, payment history and information related to your query.; identify you and manage your account on our Website; process your voucher transactions; improve our services; promote our business and market our services; manage our business, including for accounting and auditing purposes; conduct our regular group reporting activities on the performance of our company, in the context of a business reorganisation or group restructure; maintain our IT systems and manage hosting of our data; prevent fraud; and comply with our regulatory obligations; personal preferences including your orders & favourites as well as marketing and cookie preferences.

When interacting with our Sites and Apps, certain data is automatically collected from your device or web browser. More information about these practices is included in the "Cookies and Pixel Tags" section of this privacy policy below. This data includes:

Device IDs, call state, network access, storage information and battery information; and Cookies, IP addresses, referrer headers, data identifying your web browser and version, and web beacons and tags.

TOOLS TO MANAGE WHAT PERSONAL DATA WE COLLECT

When using our Sites, we also provide in-time notice or obtain consent for certain practices. For example, we will obtain consent to use your location or send push notifications. We may obtain this consent through the Apps or Sites or using the standard permissions available on your device.

In many cases, your web browser or mobile device platform will provide additional tools to allow you to control when your device collects or shares particular categories of personal data. For example, your mobile device or web browser may offer tools to allow you to manage cookie usage or location sharing. We encourage you to familiarise yourself with and use the tools available on your devices.

COOKIES AND PIXEL TAGS

Fit Chef collects information, which may include personal data, from your browser when you use our Sites. We use a variety of methods, such as cookies and pixel tags to collect this information, which may include your (i) IP-address; (ii) unique cookie identifier, cookie information and information on whether your device has software to access certain features; (iii) unique device identifier and device type; (iv) domain, browser type and language, (v) operating system and system settings; (vi) country

and time zone; (vii) previously visited websites; (viii) information about your interaction with our Sites such as click behavior, purchases and indicated preferences; and (ix) access times and referring URLs.

Third parties may also collect information via Sites through cookies, third party plug-ins and widgets. These third parties collect data directly from your web browser and the processing of this data is subject to their own privacy policies.

We use cookies and pixel tags to track our customers' usage of the Sites and to understand our customers' preferences (such as country and language choices). This enables us to provide services to our customers and improve their online experience. We also use cookies and pixel tags to obtain aggregate data about site traffic and site interaction, to identify trends and obtain statistics so that we can improve our Sites. There are generally three categories of cookies used on our Sites:

Functional: These cookies are required for basic site functionality and are therefore always enabled. These include cookies that allow you to be remembered as you explore our Sites within a single session or, if you request, from session to session. They help make the shopping cart and checkout process possible as well as assist in security issues and conforming to regulations.

Performance: These cookies allow us to improve our Sites' functionality by tracking usage. In some cases, these cookies improve the speed with which we can process your request and allow us to remember site preferences you have selected. Refusing these cookies may result in poorly-tailored recommendations and slow site performance.

Social media and Advertising: Social media cookies offer the possibility to connect you to your social networks and share content from our Sites through social media. Advertising cookies (of third parties) collect information to help better tailor advertising to your interests, both within and beyond our Sites. In some cases, these cookies involve the processing of your personal data.

Refusing these cookies may result in seeing advertising that is not as relevant to you or you not being able to link effectively with Facebook, Twitter, or other social networks and/or not allowing you to share content on social media.

You can always change your preference by visiting the "Cookie Settings" at the bottom of each page of our Sites.

For a comprehensive and up-to-date summary of every third-party accessing your web browser (through Fit Chef LIMITED Sites or otherwise), we recommend installing a web browser plugin built for this purpose. You can also choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings on each browser and device that you use. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you may not have access to many features that make our Sites and Apps more efficient and some of our services will not function properly.

CHANGES TO OUR PRIVACY POLICY

Applicable law and our practices change over time. If we decide to update our privacy policy, we will post the changes on our Sites and Apps. If we materially change the way in which we process your personal data, we will provide you with prior notice, or where legally required, request your consent prior to implementing such changes. We strongly encourage you to read our privacy policy and keep yourself informed of our practices. This privacy policy was last modified in May 2018.

HOW TO CONTACT US

If you have any questions about this policy or your personal information, please contact us by email on info@fit-chef.co.uk.

The EU website for online dispute resolution is available at ec.europa.eu/consumers/odr/.