

Terms and Conditions

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Terms of use: Appetite SA (Pty) Ltd

Website Terms of Use for www.appetitesa.com

Version 2 June 2022

These are the general terms of the relationship between you (the website visitor) and us (the website owner- Appetite SA (Pty) Ltd). They cover any use of www.appetitesa.com (the website). You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

You may not access, display, use, download, or otherwise copy or distribute content obtained on this website for marketing and other purposes without our consent.

Capacity

If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the website.

Conclusion of sales and availability of stock

1. Users may place orders for products, which Appetite SA may accept or reject.
2. Appetite SA will indicate the acceptance of your order by delivering the products to you or allowing you to collect them, and only at that point will an agreement of sale between you and Appetite SA come into effect. This

is regardless of any communication from Appetite SA stating that your order or payment has been confirmed. Appetite SA will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid, or replacing your selected products with other products or a voucher, as agreed with you.

3. Prior to delivery or your collection of the products, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the products, you may return the products only in accordance with the Returns Policy.
4. Point 2 and point 3 both exclude “trade orders” placed on behalf of an organisation, or by a registered trade partner, through our Trade Programme, where stock is to be ordered in by Appetite SA in order to fulfil that order, upon receipt of payment from the trade partner. The agreement of sale for trade orders comes into effect with receipt of payment.
5. Placing products in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such products, and as such, products may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Appetite SA liable if such products are not available or are not available at that particular price when you complete or attempt to complete the purchase cycle at a later stage.
6. You acknowledge that stock of all products on offer is limited and that pricing may change at any time without notice to you. In the case of products for sale by Appetite SA, Appetite SA will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When products are no longer available after you have placed an order, Appetite SA will notify you and you will be entitled to a refund of any amount already paid by you for such products.

Pricing

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss,

claim or expense relating to a transaction based on any error, save — in the case of any incorrect purchase price — to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

Gift Vouchers

Appetite SA Gift Vouchers are not redeemable for cash and will not be replaced if lost, stolen, destroyed or used without permission. Appetite SA Gift Vouchers cannot be resold to- or exchanged with a third party. You cannot use an Appetite SA Gift Voucher to purchase another Appetite SA Gift Voucher. Appetite SA Gift Vouchers can only be redeemed online through our website (www.appetitesa.com) or in-store at one of our stores.

Returns / Refund Policy

Our Returns and Repairs Policy can be read online at www.appetitesa.com/help-center.

Responsibility

We take responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer support, dispute resolution and delivery of goods.

Updating of these Terms

We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

Copyright and Intellectual Property Rights

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

Except as expressly permitted under the agreement, the website may not be:

- modified or used to make derivative works;
 - rented, leased, loaned, sold or assigned;
 - reverse engineered or copied; or
 - reproduced or distributed.
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Limited License to General Users

We grant you, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for personal, non-commercial and information purposes only. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

We, our affiliates or subsidiary's reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. Any unauthorised use of this website terminates this license.

Limitation of liability

We provide the website "as is". We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this website.

We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

We are not responsible for anyone else's website.

Privacy

Please see our [Privacy Policy](#) for more information on using this website and cookies.

Choice of Law

South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.

It is illegal to access the Website from territories or countries where the content or purchase of the products sold on the Website is prohibited.

You may not use this Website in violation of South African export laws and regulations. If you access this website from locations outside of South Africa, you are responsible for compliance with all local laws.

These terms are the entire agreement between us and you with regard to the use of the content and this Website.

Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.

Contact information

This website is run by Appetite SA (Pty) Ltd based in South Africa trading as Appetite and with registration number 2021/915619/07.

If you have any questions, queries or wish to request permission to use any part of this website, please [contact us](#).