



# HEALTHYFOOD STUDIO ONLINE BOOKING CONDITIONS

## 01 | Bookings

- 1.1. Bookings must be made by persons 18 (eighteen) years or older.
- 1.2. For bookings made on behalf of persons under the age of 18 years, the minor's legal guardian must send in the minors' birth certificate before they are allowed to participate in the HealthyFood Studio class.
- 1.3. To secure your space, you must complete the online booking form and complete the payment process.
- 1.4. We arrange bookings and participants on a first come first served basis.
- 1.5. Recipes can change depending on the availability of ingredients.
- 1.6. The HealthyFood Studio needs a minimum of eight participants to conduct a class. This rule does not apply to online classes.
- 1.7. If HealthyFood Studio does not get the minimum number of participants needed to hold a class, Discovery Vitality (Pty) Ltd ('Vitality') reserves the right to cancel the class. Vitality will tell clients about the cancellation no later than 48 hours before the class is scheduled to start. You may either reschedule to another date or ask for a refund.

#### 02 | Classes (in studio)

- 2.1. Children between the ages of 8 (eight) and 18 (eighteen) years may participate on condition that they are supervised by:
  - 2.1.1. Their parent or legal guardian
  - 2.1.2. Any adult who has been authorised in writing by the attending child's parent or legal guardian to supervise the child (by means of completing an indemnity form).
- 2.2. In the interest of hygiene and safety, participants must wear suitable clothing in the kitchen, comfortable shoes, minimal jewellery and the HealthyFood Studio apparel provided to you. Hair must be tied back.
- 2.3. For children under 14 years, a child to adult supervision ratio of 1:1 will apply. This means that there must be one adult to supervise each child. For children over 14 years, a child to adult supervision ratio of 2:1 will apply. This means that there must be one adult to supervise two children.
- 2.4. Opened alcoholic beverages are not allowed to leave the HealthyFood Studio premises.
- 2.4. For classes held at the HealthyFood Studio premises, the parent or legal guardian of a participant between the age of 8 (eight) and 18 (eighteen) years will need to complete an indemnity and consent form on behalf of their child.

### 03 | Classes (Online)

- 3.1. You need an uninterrupted internet connection to take part in a class.
- 3.2. To access the online classes, participants will need to do the following:
  - 3.2.1. Select the video call link which is sent with the booking confirmation and itinerary of items (list of items);
  - 3.2.2. The HealthyFood Studio makes use of Zoom for all online sessions (you do not have to have it downloaded on your device as you can access it through the link);
  - 3.2.3. The host will admit you once you join the call. Please note, only one device log in is allowed for each household.
- 3.3. If you or the chef encounters internet connection issues on the day, Vitality reserves the right to reschedule the class

- to the next available time slot at no extra cost to the participants.
- 3.4. Participants will be given a list of items needed for the classes. You, the participant, will be responsible for the cost of these items. Vitality and the HealthyFood Studio will not be responsible for paying for these items.

# 04|Cancellation policy and refunds

- 4.1. Bookings may only be cancelled up to 48 hours before the class begins for a full refund or to reschedule the class.
- 4.2. If the person booked to take part in the class is not able to attend and sends someone to attend in their place, they must tell HealthyFood Studio about this at least 48 hours before the class starts
- 4.3. You, as a HealthyFood Studio client, may ask for a refund if you tell HealthyFood Studio about the cancellation no later than 48 (forty eight) hours before the class is scheduled to start.
- 4.4. The refund policy does not apply if the class is booked within 48 (forty eight) hours of the scheduled start time.
- 05 | Discovery Vitality (Pty) Ltd ('Vitality') reserves the right to cancel the class at any time and will tell clients of the cancellation no later than 48 (forty eight) hours before the class is scheduled to start. In this case you may either reschedule to an alternate date or request a refund.
- 06 | We try as far as possible to identify ingredients that may cause people with food allergies to have allergic reactions. We make every effort to instruct our staff on the severity of food allergies. We also label items with possible allergen containing ingredients; however, we cannot guarantee that there is no cross contamination of ingredients. It is also possible that manufacturers of the commercial foods we use could change the formulation at any time, without notice. Participants concerned about food allergies need to be aware of this risk. Participants must let the HealthyFood Studio know of any allergies or dietary requirements that you or the attending child may have, before you take part in a class at the HealthyFood Studio.
- 07 | You make a binding promise that the relevant medical checks have been completed and that there are no medical restrictions (including allergies) to your participation in the classes.
- 08|By participating in the HealthyFood Studio classes, you accept the terms and conditions of participation. You also agree that Discovery Vitality, and any company or person associated with Discovery Vitality, cannot be held responsible for any direct or indirect loss, damage or injury to you or your child related to your participation in the HealthyFood Studio class. This applies to any direct or indirect acts of omission or neglect (including gross negligence) on our part.
- 09|By participating in the online classes, you declare true that you have read, understood and agree to be bound by these terms and conditions.
- 10|By accepting these terms and conditions when you participate in the classes, you give Discovery Vitality permission to process your personal information for the purposes of administering the HealthyFood Studio bookings and classes.
- 11 | Online classes may be recorded for quality purposes; however, only the chef's screen will be recorded. Audio from all parties can be heard on the recordings, (including that of the participants).
- 12 Data costs may apply due to your participation in the online classes. Discovery Vitality is not

responsible for any data costs that may be associated with your participation as well as your internet connection, this remains the responsibility of the participant.

13 | All activities done in conjunction with or as a result of the HealthyFood Studio classes are done voluntarily and solely at your own risk. Discovery Vitality will not be responsible for any injuries, damages or health problems that may arise as a result of any information, products or services obtained from the classes.

#### 14 By booking a class on behalf of a minor, you represent and declare the following true:

- 14.1. You are the authorised legal guardian. You have the legal capacity to provide consent on behalf of the minor and have not been divested of such legal guardianship or authority;
- 14.2. You give Discovery Vitality permission to process your minor child's personal Information for the purposes of the administration of the HealthyFood Studio class;
- 14.3.All the registration information provided by you is true, accurate and complete;
- 14.4.You acknowledge that it is your responsibility to consult with your medical practitioner about your minor child's past or present injury, illness, health problems or any conditions or medication that may affect their participation in the HealthyFood Studio class.
- 15|You agree to completely waive any claim against Discovery Vitality and Discovery for any loss related to the HealthyFood Studio classes. You understand that Discovery Vitality or Discovery will not be responsible under any circumstances for any injury or damages that result directly or indirectly from your participation in the HealthyFood Studio classes. This includes legal damages of any nature that you experience related to the HealthyFood Studio classes or due to your participation in the classes. You also agree that Discovery Vitality and Discovery will not be responsible to you or any third party in any way for any direct, indirect, punitive, incidental, special or consequential damages related to your use or misuse of the HealthyFood Studio equipment. This applies even if it was based on contract, strict liability or otherwise, even if we have been advised of the possibility of damages.
- 16|For more information on the HealthyFood Studio, please refer to the HealthyFood Studio Guide.

For any further queries, contact the HealthyFood Studio at:

Telephone number: 011 529 6527

Email: healthyfoodstudio@discovery.co.za