

TERMS OF SERVICE & REFUND POLICY

Simply Gourmet Customers who have signed a Food Services Agreement are subject to the governing rules and terms of that agreement which supersedes any general terms and conditions stated here. Review the following terms of service before proceeding with Simply Gourmet services. The following terms of service will apply to the agreement to provide service or product sales between Simply Gourmet("Company"), and the individual or business entity ("Customer") identified on the quote or order for said service or product sales. These terms, shall hereinafter be referred to as the "Agreement" between the two above mentioned parties.

1. SERVICE RATES

Customer acknowledges that they have been made adequately aware of the initial rates and fees associated with services being rendered by the Company and have received a complete description of services to be rendered. Any service requested by Customer, must be requested 7 days prior to the service being rendered by the Company. Services requested within 7 days can be refused by Company. Customer also acknowledges that the Company reserves the right to change the specified rates and changes from time to time. Any promotional offers made by the Company are contingent upon the Company maintaining its cost of service goals, including but not limited to rates charged by its vendors and service providers. Where possible, the Company will provide the Customer with a minimum of 24 hour notice of any rate changes. In the event that a Company service is mistakenly listed at an incorrect price, Simply Gourmet reserves the right to refuse or cancel any requests placed for service listed at the incorrect price. Simply Gourmet reserves the right to refuse or cancel any such service requests whether or not the request has been confirmed and your payment processed. If your payment has already been processed for the service and your request is cancelled, Simply Gourmet shall issue a credit to you in the amount of the incorrect price.

2. PAYMENTS AND FEES

Customer acknowledges that the Company is under no obligation to provide product or services under the terms of this Agreement until all quoted deposits or required advanced payments have been paid-in-full, and Company has been able to adequately verify the validity of said payment.

3. REFUND POLICY

Since Simply Gourmet offers non-tangible, irrevocable services including classes, personal chef services, bartending services, waitress services, and catering services, we do not issue refunds once a service is rendered. As a Customer, you are responsible for understanding this upon agreeing to quotes for services. Many services provided by Simply Gourmet require payment in full until after services have been delivered or rendered. In the case that Customer payment is made prior to services being delivered or rendered, we realize that exceptional circumstances can take place with regard to the character of the services and products. Therefore, we do honor requests for credit based on the following reasons:

- Non-delivery of the service due to unforeseen or emergency circumstances which prevent the delivery or rendering of the service within the agreed upon and necessary time of delivery or rendering. Claims for non-delivery must be submitted to Simply Gourmet in writing within 7 days from the agreed upon date of service delivery. Otherwise, the service will be considered received and fulfilled.
- Services not as described. Such issues should be reported to Simply Gourmet within 7 days from the agreed upon date of service delivery or product purchase. Clear evidence must be

provided proving that the service rendered is not as it is described on the quote or agreement issued between Customer and Company. Claims that are based merely on the Customer's expectation or wishes that were not communicated prior to service delivery are not honored. Please note that we do not bear any responsibility and therefore we do not satisfy any refund requests based on incompatibility of our services and service outputs as they may relate to any business or technical function of the Customer. Fees charged for services are not dependent upon results and no specific outcome may be promised for products that Customers use or that Customers use electronically. As a service and sales company, we are always eager to assist you and deliver highly professional support in a timely manner and are willing to offer expertise and consultative advice where appropriate in order to maximize your results as they may relate to use of our services. You may contact us via our website, email at info@simplygourmetsc.com, or phone at 864-906-1023. In accordance with the above Terms and Conditions, any requests for refunds may be emailed to info@simplygourmetsc.com and should include the detailed and grounded reasons why a refund is warranted.

4. SERVICE CANCELLATION

Requests to cancel services that are not made binding by a written or electronic agreement issued between Customer and Company may be made by notifying Simply Gourmet via email at info@simplygourmetsc.com. All requests for service cancellation must be made a minimum of 7 days prior to the scheduled date of service. Failure to provide notice at least 7 days prior to the aforementioned date will result in a full fee for scheduled services as quoted and agreed upon. All services scheduled less than 7 days prior to actual date of service delivery will not be eligible for cancellation. Where services require a deposit or advanced payment, no deposit refund, prorated refund, or partial refund will be made. Simply Gourmet reserves the right to cancel classes for unforeseen circumstances. Registrants will be notified and a store credit will be given.

5. SICKNESS POLICY

Simply Gourmet recognizes that both chefs and clients are vulnerable to infections and given that we ask clients to cancel reservation when they are feeling unwell and we will do the same for you. Cancellation fees will be waived due to sickness if appointment is rescheduled.

If you have any of the following contagious illnesses reservation will be rescheduled:

Diarrhea, Vomiting, Fever, Sore Throat, Poison Ivy, Flu, Chicken Pox, Head Lice, Impetigo, Ringworm, Common Cold anything that is or could be contagious please reschedule your appointment as soon as you are feeling ill.

6. BILLING ERRORS

Customer acknowledges that the Company will make its best effort to ensure that all invoices and charges are correctly issued. Should Customer note any possible errors, Customer agrees to notify Simply Gourmet within 15 days of the issuance of the errant invoice. After 15 days, all invoices will be assumed to be correct, and no further billing adjustments will be made.

7. CREDIT CARD PAYMENTS

Credit card payments will be processed at time of service or time of service deposit. Should the Customer's credit card be declined for any reason, Company will notify Customer of the declined charge, and the Customer will be required to provide an alternative means of payment via a different credit or a check.

8. INDEMNIFICATION

Under no circumstances shall the Company be held liable for damages resulting from any interruption of service for an amount greater than the amount of the charges payable by the Customer for services during the period damages occurred. Customer also acknowledges that in no case will the Company be liable for damages as a result of its own negligence in excess of the charges payable by the Customer for services during the period damages occurred. Customer acknowledges that they make use of Company's services and facilities at their own risk.

In an attempt to provide increased value to our visitors, Company may link to sites operated by third parties. However, even if the third party is affiliated with Company, Simply Gourmet has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Company. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Company seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

9. NO LEASE IMPLIED

Customer acknowledges that the Company is providing a service, and no binding lease of physical equipment or real estate is in any way implied as part of this agreement unless otherwise represented in an agreement issued between Customer and Company, signed by both Company and Customer.

10. PRIVACY POLICY

The Company's Privacy Policy can be reviewed on simplygourmetsc.com.

11. VIOLATION OF TERMS

Should Customer violate any of these terms, the Company will attempt to contact the Customer by email or telephone before taking any action where avoidable. However, the Company will pursue whatever action is necessary to serve its best interest in these cases, even if that should necessitate the suspension or termination of Customer's services without any type of notification.

Contacting us

If you have any questions about these Terms of Service, the practices of this site, or your dealings with this site, please contact us at:

Simply Gourmet
www.simplygourmetsc.com
Telephone Number: 864-906-1023
Email: info@simplygourmetsc.com