

Membership Agreement Terms & Conditions

Definitions and Interpretation

- 1.1. In the Membership Agreement the following capitalised words and expressions have the following meanings:
 - 1.1.1. ZARFOODS means a private company incorporated under companies Act 71 of 2008
 - 1.1.2. Entity means a registered or unregistered stokvel, including any other organised business such as private companies, religious organisation, burial and social societies and non-governmental organisation
 - 1.1.3. Intellectual Property Rights means all patents, unpatented inventions, registered and unregistered designs and design rights, copyrights (including rights in computer software), database rights, topography rights, domain names, trademarks, rights in trade dress and get-up, rights in goodwill or to sue for passing off, service marks, trade names, logos, rights in trade secrets, know-how (including applications or the right to apply for registration of all of the foregoing) and all other intellectual property rights of any nature whatsoever and all rights of a similar nature or having similar effect throughout the world whether registered or unregistered and whether now existing or in the future created including all applications and rights to apply for, and be granted renewals or extensions of, and rights to claim priority from, such rights.
 - 1.1.4. Materials means all documents, reports, spreadsheets, data, information and/or other materials made available via or by means of the Membership Services.
 - 1.1.5. Membership Agreement means this agreement which consists of these Standard Terms and Conditions
 - 1.1.6. Membership Fees means the membership fees specified in the membership agreement.
 - 1.1.7. Membership Start Date means the date on which the Membership Services start.
 - 1.1.8. Permitted Users means those individuals nominated by the Stokvel Member or entity to access the Membership Services under this Membership Agreement, who (a) will always be the Member's employees or officers, and (b) may not exceed the number of users set out in the membership agreement (unless varied in accordance with Clause 3.5).
- 1.2. In this Membership Agreement any references, express or implied, to statutes or provisions are references to those statutes or provisions as amended or re-enacted from time to time. References to Clauses are to clauses in these Standard Terms and Conditions. The terms include and including will be construed as illustrative, without limiting the sense or scope of the words preceding them. A reference to in writing or written includes email. References to a person include natural persons, companies, partnerships and any other organisations (whether or not in each case having separate legal personality).
2. Your Member Benefits.
 - 2.1. Minimum 5% discount on all red meat products
 - 2.2. Being part of bulk buying network that leads to discounted prices
 - 2.3. Members qualify for random promotional discounts of up to 10% on the products range falling within standard membership category
 - 2.4. Access to researched menus
 - 2.5. Health tips on food preparation.
 - 2.6. Spices @ promotional prices
 - 2.7. Access to stokvel constitution
 - 2.8. Free stokvel seminars for stokvel members.
3. Membership Duties
 - 3.1.1. Pay applicable membership fee
 - 3.1.2. Maintain membership by depositing minimum monthly deposit applicable to the membership category
 - 3.1.3. Notify ZARfoods on delivery address changes
4. Membership Rules
 - 4.1. The membership is not transferable to third parties
 - 4.2. Only an active member is permitted to place an order, and due verification will be conducted to verify the credentials of all members that place orders with ZARfoods
 - 4.3. A once off membership fee is payable by all members to qualify for membership benefits
 - 4.4. If a member is an organisation, two representatives must authorise the buying of meat products from ZARfoods. A minimum of three persons will be recognised as the legal representative of the stokvel or entity. No other unauthorised members of the stokvel or entity may be permitted to place an order with ZARfoods. A stokvel or entity resolution appointing a minimum of 3 stokvel reps must be signed and accompany the membership form.
5. Death of a member: If a member dies, membership will be terminated upon receipt of death certificate confirming that a member is deceased. The death certificate must be submitted by the next of kin. The next of kin will be entitled to claim all the benefits due to the deceased member within a period of 48 hours.
6. Rules Regarding Termination.
 - 6.1. Membership may be terminated, if the following occurs:
 - 6.1.1. Death of a member: If a member dies, membership will be terminated upon receipt of death certificate confirming that a member is deceased. The death certificate must be submitted by the next of kin. The next of kin will be entitled to claim all the benefits due to the deceased member within a period of 48 hours.
 - 6.1.2. Closure of Stokvel or entity: If a member is a registered stokvel or an entity, and for whatever reason, it is liquidated or closed, the membership will lapse, and all benefits will be handed over to the liquidators or administrators appointed by the stokvel or entity
 - 6.1.3. ZARfoods liquidation: in an event that ZARfoods is liquidated, members will be refunded their savings and all membership cancelled.
 - 6.1.4. If a member fails to deposit the minimum amount applicable to his or her account, membership will lapse after 90 consecutive days.
7. Refunds
 - 7.1. The once off membership fee is not refundable.
 - 7.2. All members savings will be used exclusively to procure meat products and other goods sold by ZARfoods. No cash withdrawals will be permitted.
8. Membership Services
 - 8.1. Subject to payment of the Membership Fees and the Member's and the Permitted Users' compliance with the terms of this Membership Agreement, ZARFOODS will provide the Membership Services during the Membership Period.
 - 8.2. ZARFOODS will provide the Membership Services with reasonable skill and care to a diligent professional standard.
 - 8.3. Membership Fees
 - 8.4. Membership Fees are payable in full in advance of the Membership Start Date.
 - 8.5. ZARfoods will issue the Member with an invoice for the Membership Fees on or around the date of this Membership Agreement.
 - 8.6. ZARfoods reserves the right to delay the Membership Start Date until the Membership Fees have been received by ZARfoods in full and cleared funds.
 - 8.7. The amounts payable under this Membership Agreement are exclusive of VAT or other similar taxes, duties, charges or assessments, which will be added (if applicable) as required by applicable legislation.
 - 8.8. Membership fees are subject to changes and only the fees quoted at the time of joining is applicable.

- 8.9. If the Member wishes to change or upgrade its membership from Basic to Standard membership, it must notify ZARfoods and ZARfoods will then offer the Member revised Membership Fees for the amended Membership Services. The member will then become part of the Member's membership hereunder only upon full payment of any additional Membership Fees.
9. Limitation of Liability and Indemnities
- 9.1. ZARfoods will use reasonable endeavours to ensure that the Membership Services and the Materials are accurate. However, ZARFOODS does not guarantee the accuracy of any aspect of the Membership Services or the Materials, which are provided strictly on an "as is" basis. ZARFOODS accepts no liability for any loss or damage whatsoever sustained by the Member or any Permitted User as a result of using or relying on any aspect of the Membership Services or the Materials.
- 9.2. The Member acknowledges and agrees that the Membership Services and the Materials may include conjecture, prediction, opinion, assessment and/or analysis of subjective facts or circumstances (together Analysis). The Analysis represents ZARFOODS's or a third party's views based on facts or information available or circumstances known to it/them at the relevant time, which may not always be correct and/or may change. The Member will not rely, and will ensure that no Permitted User will rely, on the Analysis and will draw its own conclusions regarding such Analysis using its own skill and judgement.
- 9.3. Neither party will be liable to the other in contract, tort (including negligence and breach of statutory duty) misrepresentation or otherwise for any loss of revenue, profit, business opportunity or anticipated savings, or for any loss of goodwill or reputation, or for any indirect or consequential loss arising under or in relation to this Membership Agreement.
- 9.4. Nothing in this Membership Agreement will exclude or limit either party's liability in respect of:
- 9.4.1. fraud or fraudulent misrepresentation
- 9.4.2. misuse of the other's confidential information.
- 9.4.3. payment of sums properly due and owing to the other in the course of normal performance of this Membership Agreement; or
- 9.4.4. other matters for which liability cannot be lawfully excluded or limited.
- 9.5. If ZARFOODS is liable to the Member under this Membership Agreement for any reason, then (subject to Clause 8.4) ZARFOODS's liability will be limited to amount the Membership Fees paid or payable by the Member in the preceding 12-month period.
10. Miscellaneous
- 10.1. Each party undertakes to the other that it will treat as confidential the terms of this Membership Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party, save only information which (a) is or becomes available to the public other than as a result of a breach of this Clause or (b) is or becomes available to the receiving party from other sources free of restriction as to its use or disclosure.
- 10.2. This Membership Agreement contains the entire understanding and agreement of the parties relating to its subject matter and supersedes in all respects and understandings between the parties whether oral or written in relation to its subject matter.
- 10.3. Each party acknowledges that in entering into this Membership Agreement it does not rely on, and irrevocably waives any right it has or may have in respect of, any representation which is not expressly set out in this Membership Agreement, and each party irrevocably and unconditionally waives any right or remedy it has or may have to rescind this Membership Agreement or to claim damages for any misrepresentation not contained in this Membership Agreement, provided that nothing in this Membership Agreement will limit or exclude any liability for fraud. Each party agrees that the only remedy available to it for breach of this Membership Agreement will be for breach of contract and no party will be liable in tort or otherwise in respect of such breach.
- 10.4. This Membership Agreement is personal to the parties hereto and neither party will, without the prior consent in writing of the others (not to be unreasonably withheld, delayed or conditioned), assign, sub-license, charge, transfer or otherwise deal with the whole or any part of this Membership Agreement or its rights or obligations in this Membership Agreement or purport to do the same.
- 10.5. No variation or agreed termination of this Membership Agreement will be effective unless made in writing and signed by or on behalf of each of the parties.
- 10.6. If any provision or part of a provision of this Membership Agreement is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction such provision will be severed here from and the remainder of this Membership Agreement will be deemed in full force and effect.
- 10.7. No failure or delay by either party in exercising any right or remedy under this Membership Agreement will operate as a waiver of that right or remedy, and no single or partial exercise by either party of any right or remedy will preclude any further exercise of that right or remedy or the exercise of any other right or remedy. No waiver or discharge of any breach will be effective unless made in writing and signed by the party giving the waiver. The rights and remedies provided in this Membership Agreement are cumulative and are not exclusive of any rights and remedies provided in law or otherwise.
- 10.8. Neither party will be in breach of this Membership Agreement nor bear any responsibility or liability for any losses arising out of any delay or failure in the performance of its obligations under this Membership Agreement due to events beyond its reasonable control commonly referred to as events of force majeure PROVIDED THAT the defaulting party will promptly notify the other party of the nature and reasons for the delay or failure and will use its reasonable endeavours to mitigate the effects of any default as soon as possible. If any such force majeure event continues for a period of more than one month either party may terminate this Membership Agreement by written notice to the other party without prejudice to the rights of the parties existing prior to such termination.
- 10.9. At its own expense each party will execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Membership Agreement and the rights expressed to be granted under this Membership Agreement.
- 10.10. Nothing in this Membership Agreement creates or will be deemed to have created a partnership or a joint venture or an agency agreement between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other party or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.
- 10.11. A person who is not a party to this Membership Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Membership Agreement.
- 10.12. Any notices sent under this Membership Agreement must be in writing and may be served by personal delivery or by sending the notice by special delivery at the address given in this Membership Agreement or at such other address as the relevant party may give for the purpose of service of notices under this Membership Agreement and every such notice will be deemed to have been served upon delivery if served by hand or at the expiration of two days after despatch of the same if delivered by special delivery.
- 10.13. This Membership Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, is governed by and will be construed in accordance with the law of the Republic of South Africa. The parties irrevocably agree that the magistrate South Gauteng magistrate court will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Membership Agreement or its subject matter.

Signed at _____ (Place) Date _____ 202

SIGNATURE _____ Full NAMES _____

SIGNATURE _____ Full NAMES _____

SIGNATURE _____ Full NAMES _____