

Terms and Conditions

Welcome to nourishkitchen.me, the online platform for Chad Business LLC (Nourish Kitchen), a healthy meal preparation business that allows you to order healthy meal plans through online and mobile applications. Please carefully read these Terms and Conditions ("Terms") before using our service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

You agree to be bound by these Terms by accessing or using our service. If you have any questions regarding these Terms, please contact us before using our Service at info@nourishkitchen.me. If you disagree with any part of these Terms, please do not use our Service.

Ordering & Communication

If you place an order, please ensure that your order is correct and that you have designated the proper address for delivery. Chad Business LLC (Nourish Kitchen) considers any confirmation made on nourishkitchen.me, over the phone, SMS, WhatsApp, and email valid and binding.

While we will make every effort to accommodate your specific dietary requests, we cannot guarantee that we can fulfil requests not already within our prescribed plans. However, we will communicate with you and offer alternatives to best suit your preferences.

We reserve the right to send emails, WhatsApp messages, and SMS communications to all clients unless they have been unsubscribed or requested to unsubscribe.

Right to Refuse and Medical Disclaimer

We do not intend to provide any medical advice, diagnosis, or treatment. Therefore, we, our nutritionists, and our affiliates do not take any responsibility and are not liable for any adverse outcome of the meal plans if you suffer from any medical conditions. Always seek the advice of your physician regarding your medical condition or any other health-related matter before signing up for our service.

Please declare any current or previous health conditions before placing an order. We reserve the right to refuse your business if you declare any medical condition or health risk such as but not limited to type 1 diabetes, heart disease, ulcers, colitis, inflammatory bowel and or Chron's disease, pregnancy, or any other medical conditions.

Prices

All prices on the site are subject to change at any time without notice. The price available through the site reflects the price available at the current time and supersedes any and all prior prices for any plan. We may offer promotional pricing, incentive pricing, loyalty discounts, and other alternative pricing structures for some or all of our subscription plans to some or all of our customers from time to time at our discretion. We reserve the right to discontinue, modify, or extend such pricing at our discretion without prior notice.

Discounts or promotion codes are non-transferable and cannot be exchanged or refunded for cash. You may only use one discount or promotion code per order, which cannot be used in conjunction with other offers.

Payment

We accept payment via payment gateway, payment link, bank transfer, and Visa or Mastercard debit and credit cards in OMR for our products and services. The terms and conditions of respective merchant service providers also govern all online purchases. Please review the respective merchant service provider's user agreement and privacy policy before entering any transaction.

When you register for a subscription plan, you agree that our third-party payment processor is authorised to charge you for your monthly subscription plan in advance, plus any taxes or other applicable charges.

You are required to pay 100% of the meal plan upfront, and all payments should be made 48 hours (2 working days) in advance of the plan start date.

Pausing

If you are subscribed to our two or four-week plan, you can temporarily pause the service. However, any plans that are less than one week do not offer this feature. Pause requests must be made at least 48 hours before the delivery date to be effective. Otherwise, pause requests made on the same day or the day before may result in charges. Any plans paused for three months or longer will be automatically cancelled without any refund.

Cancellation and Refund

We encourage our clients to commit to their plans as scheduled. However, if there are any issues that could hinder results or satisfaction, please contact our customer service as soon as possible so we can find an appropriate solution. If you require any changes to your plan, we will do our best to accommodate them. However, it may only sometimes be possible to adjust.

We use fresh ingredients and cook our meals to order every week. Therefore, we request 48 hours' notice to pause a plan or cancel a delivery. Any plans paused or cancelled with late notice

will be deducted from the plan as if delivered. If you request to cancel the plan, it will be actioned in 2 business days. You can transfer the remaining days/credit to a third party or request a refund. Please note that no refunds will be applicable on 1-week plans.

If you cancel the plan, a twenty per cent (20%) cancellation fee will apply to the remaining meal plan-based price, with all discounts forfeited. Refunds will only be processed within fourteen business days (14 days) through the Original Mode of Payment. We will deduct any credit card charges on any product purchased incurred by Chad Business LLC (Nourish Kitchen) from the refunded amount.

In the event of a global pandemic, we would not refund but give you the option to pause your plan for up to one year to resume.

We reserve the right not to provide goods or services or remove or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of any other Terms and Conditions herein, we will not be held liable for loss or damage arising from exercising these rights.

Delivery

Delivery is charged separately from your meal package. More information about our delivery regions is on our "How it Works" page. We will deliver as per the agreed schedule. We reserve the right not to deliver outside our designated delivery times or our delivery areas.

If we are unable to deliver because you provided an inaccurate address, you do not answer your phone, or you are not available at the delivery location, we are not obliged to resend the order to the correct address at our expense. If you are not home at the time of delivery, you can request that your order be left at your door. The ice packs in the bag allow it to be left in a shaded area for up to 2 hours (this may change based on weather temperature). Chad Business LLC (Nourish Kitchen) will not be liable for any damage, loss of the product, spoilage, or damage caused by others if left outside for extended periods of time, nor if the bag is damaged or stolen after delivery.

If you live in a secured apartment complex, please ensure you are home to receive your delivery. If no one is available to collect your delivery, please arrange a suitable time or instructions with our staff before the delivery date.

You are responsible for informing Chad Business LLC (Nourish Kitchen) by calling us on +968 97025232 if an order does not arrive. Once we learn that the order has not arrived on the due date, we will make inquiries and ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

Chiller Bags Security Deposit:

We will add an additional amount of 15 OMR to your total bill as a security deposit for the meal plan bag and ice packs. If you fail to return the bags or ice packs to Chad Business LLC (Nourish Kitchen) in an acceptable condition, we have the right to withhold the total or part payment of this deposit. You must return Chad Business LLC (Nourish Kitchen) cooler bags and ice packs at each delivery. Failure to do so could hamper the subsequent food deliveries.

Before initiating the claim for a refund of the cooler bag deposit, kindly ensure that all bags and ice packs are duly returned. Refunds should be claimed within 30 days of your last delivery. The bag deposit will be forfeited if the claims are not made within 30 days.

Food Labelling

All our meals and ingredients are 100% Halal. We can accommodate for some allergies/intolerances, however, if you have a severe allergy then please note that we cannot guarantee that our meals to be safe for your consumption. Although we do our best to avoid cross-contamination, our kitchen uses products containing Milk, Eggs, Fish, Tree Nuts, Peanuts, Wheat, Soy, Celery, Mustard and Sesame. Ingredients

Our menu items are subject to change without prior notice, depending on the availability of ingredients. We understand that accurately representing ingredients and nutritional information is important to our customers. Thus, we make every effort to match the listed ingredients and macros wherever possible closely. Despite our best efforts, there may be instances where we have to substitute or remove certain ingredients due to unforeseen circumstances. If there are any ingredients added or removed from the dish while accommodating preferences or considering allergies and dislikes, calories and macronutrients may change, this may not be represented on the dish label.

Storage, Reheating & Consumption

It is essential to properly store, reheat, and consume your food after you receive it. While our menus include brief instructions on how to enjoy your meals and snacks best, please note that these are only guidelines, and specific timings may vary depending on your appliances and methods. Our main Tupperware pots are microwave-friendly, but please remove any sauce or mix-in pots before reheating any meals.

Upon receiving, all food should be refrigerated at five °C or below. When reheating chilled or defrosted food, ensure it reaches a core temperature of 75 degrees Celsius and steaming hot throughout. It is recommended to stir halfway through reheating, as microwaves do not always heat evenly.

Remember to reheat food only once. Discard any unused food after reheating or if there are any physical signs of spoiling. Eat food in the suggested order on or before the specified days. All items have a best-before date on the package labels.

Your Personal Information

We collect data about you when you use our Service. Any material you upload or data we collect will be considered non-confidential and non-proprietary. By agreeing to this policy, you acknowledge that we have the right to use, copy, distribute, sell and disclose this material or data to third parties for any purpose related to our business. If intellectual property rights protect the material you upload, you grant us a perpetual, worldwide, royalty-free license to use, copy, modify, distribute, sell and disclose this material or data to third parties.

If you wish to purchase a product through our Service, you may be asked to provide certain information such as your full name, physical address for delivery, direct contact number and credit card details if you choose to pay online. By providing us with this information, you allow us to contact you directly through any means (message, email, call) for any necessary reasons or promotional purposes.

Modification and Interruptions of Service

We may stop or change our service at any time, with or without notice. If we decide to do so, we won't be responsible to you or any other person for any losses or damages that may occur as a result.

Please note that Chad Business LLC (Nourish Kitchen) may be closed yearly for up to two weeks. We also reserve the right to halt operations at any other time if necessary.

Indemnification

By using the Service, you agree to hold Chad Business LLC (Nourish Kitchen), its parents, subsidiaries, affiliates, officers, and independent contractors harmless from any demand or claim made by a third party, including reasonable attorneys' fees and costs. This demand or claim may arise due to your use of the Service, your violation of this Agreement, or infringement by you or another Service user using your computer of any intellectual property or any other right of any person or entity.

Trademark and Copyright Information:

All content available on this website, including text, graphics, site design, interfaces, and the selection of pictures and arrangements, is owned or has been licenced by Chad Business LLC (Nourish Kitchen). Any use of materials on the website, including replicating, reproducing, republishing, downloading, posting, broadcasting, distributing, modifying, any form of data mining or data extraction, or other commercial exploitation of any kind, without prior written permission of an authorised officer of Chad Business LLC (Nourish Kitchen) is strictly prohibited. Users are not allowed to use any robot, spider, or other automatic device or manual process to monitor or copy our web pages or content.

Links To Other Web Sites:

Our Service may contain links to third-party websites or services not owned or controlled by Chad Business LLC (Nourish Kitchen). Chad Business LLC (Nourish Kitchen) has no control over and assumes no responsibility for any third-party websites or services' content, privacy policies, or practices. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Chad Business LLC (Nourish Kitchen) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any such content, goods, or services available on or through any such third-party websites or services. We strongly advise you to read the terms of service and privacy policies of any third-party website you visit.

Limitation of Liability:

We have taken every care in the preparation of our Site and our Service. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Site or our Service. If we are informed of any inaccuracies on our Site or in our Service, we will attempt to correct this as soon as we reasonably can. To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Site, our Service, and any website linked to our Site and any materials posted on it. This does not affect our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Compliance with Laws:

The courts in Muscat, the Sultanate of Oman, will have jurisdiction over any claim arising from or related to any use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

You must not use the Service in any way that violates applicable state or international laws, regulations, or other government requirements. You are responsible for compliance and assume all knowledge of applicable laws and any such laws. You further agree not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable state, local, national, or international law or regulation.

Interpretation:

These Terms & Conditions supersede all other written and oral communications or agreements about the subject matters discussed in these Terms & Conditions. A waiver or modification of these Terms & Conditions will only be effective if made in writing and signed by an authorised officer of Chad Business LLC (Nourish Kitchen).

Updates:

Chad Business LLC (Nourish Kitchen) reserves the right to update or amend these Terms and Conditions at any time without prior notice.

Last update: 08/01/2024.