



Return and Refund Policy

At our restaurant, we strive to deliver high-quality, delicious meals that meet your expectations. Our return and refund policy is designed to ensure customer satisfaction while complying with the Consumer Protection Act (CPA) No. 68 of 2008 in South Africa. Please read the following policy to understand your rights and our procedures for returns and refunds.

1. General Policy

We aim to provide accurate orders and exceptional service. If there is an issue with your order, such as receiving an incorrect item, or if the food does not meet the quality standards outlined in the CPA, we will address it promptly. Please contact us immediately at the restaurant or via email if you have any concerns.

2. Returns and Refunds for Incorrect/Substandard Orders

If you receive an item that does not match your order (e.g., wrong burger, side, or drink), please notify us as soon as possible. To process a return or refund for an incorrect item:

- a. **Contact Us Promptly:** Inform our staff at the restaurant or through our contact channels within 24 hours of receiving your order.
- b. **Proof of Purchase:** Provide your receipt or order confirmation (physical or digital).
- c. **Condition of the Item:** The incorrect item should be substantially unused (e.g., less than 25% consumed) and in its original packaging, where applicable, to verify the error.
- d. **Resolution Options:** We will:
 - i. Replace the incorrect item with the correct one at no additional cost, or
 - ii. Issue a full refund to your original payment method, at your discretion.

For cash payments, we will refund the full amount for the incorrect item. For card payments, we will cancel the payment for the incorrect item and recharge the correct amount if a replacement is provided. If the replacement item is of lesser value, we will refund the difference.

3. Consumer Protection Act (CPA) Provisions

Under the Consumer Protection Act No. 68 of 2008, consumers in South Africa have specific rights regarding the return of goods, including food items, that do not meet certain standards. Specifically:

a. Right to Quality Goods (Section 55)

You are entitled to receive goods that:

- Are reasonably suitable for the purpose for which they are intended (e.g., food that matches the menu description).
- Are of good quality, in good working order, and free of defects.
- Are usable and durable for a reasonable period, considering their normal use.

b. Implied Warranty of Quality (Section 56)

If an item fails to meet the standards in Section 55 (e.g., you receive an incorrect item or food that is defective, such as undercooked or spoiled), you may return it within six months of purchase,



without penalty, and at the supplier's risk and expense. You have the right to choose one of the following remedies:

- **Repair:** We will correct the issue (e.g., provide the correct item).
- **Replacement:** We will replace the incorrect or defective item with the correct one.
- **Refund:** You may request a full refund of the price paid.

The CPA stipulates that you, the consumer, have the right to choose your preferred remedy (repair, replacement, or refund). We cannot compel you to accept a store credit or voucher if you prefer a cash refund.

C. Cooling-Off Period (Section 16)

If you purchased food through direct marketing (e.g., online or telephonic orders), you may return the goods within five business days of receipt, provided they are substantially unused and in their original packaging. You may be responsible for the cost of returning the goods, unless they are defective or incorrect.

d. Right to Examine Goods (Section 20)

If you did not have the opportunity to inspect the food before purchase (e.g., in delivery orders), you may examine it upon receipt. If the item does not match the description or is defective, you may refuse delivery and request a full refund.

e. Additional Notes

- The CPA overrides any store policy that contradicts these rights. For example, we cannot refuse a refund for an incorrect or defective item within six months if it fails to meet Section 55 standards.
- If the item was altered or tampered with after leaving our control (e.g., significantly consumed or mishandled), the CPA protections may not apply.

4. Non-Returnable Items

We cannot offer refunds or replacements in the following cases:

- a. **Change of Mind:** If you change your mind after the order is prepared, we cannot provide a refund or store credit, as food preparation begins immediately upon order confirmation.
- b. **Consumed Food:** If 25% or more of the food has been consumed, we cannot verify the issue and therefore cannot offer a refund or replacement.
- c. **Non-Food Items or Beverages:** Refunds or replacements for non-food items or beverages are subject to management discretion and must meet CPA standards.
- d. **Complimentary Items:** No refunds or cash value can be provided for complimentary food items.

5. Delivery Orders

For orders placed through third-party delivery services (e.g., Uber Eats, Mr D Food), please contact



the delivery service directly for issues related to delivery errors (e.g., non-delivery or damaged packaging). For incorrect items or quality issues, contact us directly, and we will resolve the issue in line with this policy and the CPA.

6. How to Request a Refund or Replacement

- a. **In-Store:** Speak to a manager/ supervisor at the restaurant where the purchase was made. Bring your receipt and the incorrect or defective item.
- b. **Online/Delivery Orders:** Email us or call with your order details and a description of the issue.
- c. **Timeframe:** Report issues within 24 hours for incorrect orders or as soon as reasonably possible for defective items, within the six-month CPA period.
- d. **Documentation:** Provide proof of purchase and, if possible, photos of the incorrect or defective item.

7. Our Commitment

We are committed to resolving issues quickly and fairly. If we fail to address your concern satisfactorily.

We value your feedback and are dedicated to ensuring your experience at our store meets the high standards you expect from a fast food restaurant.