

General Terms & Conditions – The Kraam Kitchen

1. Applicability

1. These General Terms & Conditions apply to all offers, quotes, agreements, and services provided by The Kraam Kitchen, including the sale of meal boxes, private chef services at home, and in-home culinary workshops.
2. By placing an order or booking a service, the client agrees to these terms and conditions.

2. Allergies, Dietary Requirements & Health

1. The client is required to communicate any severe allergies, intolerances, or medical dietary requirements in writing at least 7 days prior to the delivery or service date.
2. The Kraam Kitchen will make every reasonable effort to accommodate these needs, but our meals are prepared in a kitchen where allergens are processed, including gluten, milk, eggs, nuts, soy, celery, mustard, sesame, fish, and shellfish. We cannot rule out cross-contamination. Customers with a severe food allergy or intolerance are advised not to use our services.
3. Consumption of prepared meals is at the client's own risk.

3. Meal Boxes & Delivery

1. **Payment:** Payment is made online when making the order using the secure payment methods offered on the site. The order is considered confirmed once payment has been validated.
2. **Order & Delivery date:** delivery is on Wednesdays. Last order for the coming Wednesday needs to be done the latest the Friday before.
3. **Delivery:** Meals are delivered by The Kraam Kitchen or by our hired delivery partners.
4. **Receipt of Delivery:** The client must be present during the agreed delivery window. If the client is not at home, we will attempt to contact him/her by phone. If possible, we will deliver to a neighbor or to a safe location near the address specified by you. If we deliver to a neighbor or a safe location, the order is considered delivered and the risk passes to you.

You are responsible for providing a correct delivery address. You cannot change the address after your order has been confirmed. If an incorrect address is provided, The Kraam Kitchen cannot redeliver the meal and no compensation is due.

In the event of damage to the meal upon arrival, we aim to redeliver the meal or, if that is not possible, offer appropriate compensation. Please report any damage at contact@thekraamkitchen.nl soon as possible.

5. **Storage & Food Safety:** Once delivered, the client assumes full responsibility for immediate proper temperature storage (refrigeration at a temperature below 7°C or freezing at a temperature below -18°C) and for following all safe reheating instructions. The Kraam Kitchen cannot be held liable for damages resulting from improper use or storage of the products.
6. **Exclusion of Right of Withdrawal after reception of the order:** Due to the perishable nature of fresh food items, the statutory 14-day right of withdrawal (cooling-off period) is **excluded** in accordance with Dutch Consumer Law (Article 6:230p sub e of the Dutch Civil Code).

4. In-Home Services (Private Chef & Workshops)

1. **Booking Confirmation Process:**
 - a. **Consultation & Quote:** Following an initial consultation, The Kraam Kitchen will issue a written proposal or quote via email outlining the service details, date, menu, and pricing.
 - b. **Written Confirmation Required:** A booking is only finalized and binding once the client provides explicit written agreement via email and pays the required deposit or invoice as specified in the proposal.
 - c. **Price Validity:** Prices quoted during informal inquiries or verbal consultations are non-binding until confirmed in writing by The Kraam Kitchen.
2. **Payment:** Payment must be made in advance and no later than one day prior the service via iDEAL, credit card, or bank invoice unless explicitly agreed otherwise in writing.
3. **Workspace:** The client must provide a safe, clean, and fully functional kitchen with access to running hot water, electricity, and working cooking appliances.
4. **Safety During Workshops:** Participants must follow all hygiene and safety instructions given during the session. The Kraam Kitchen is not liable for personal injury caused by improper handling of kitchen tools or equipment by the client or their guests. Damage caused by participants will be recovered from the client.
5. **Storage & Food Safety:** Once the private chef service or the workshop is finished, the client assumes full responsibility for immediate proper temperature storage (refrigeration at a temperature below 7°C or freezing at a temperature below -18°C) and for following all safe reheating instructions. The Kraam Kitchen cannot be held liable for damages resulting from improper use or storage of the products.
6. **Request:** The Kraam kitchen reserves the right to refuse a request.
7. **Photographs:** Photographs may be taken for promotional purposes during activities, subject to consultation. Any objections must be reported in advance.

5. Cancellations & Modifications by the Client

- **Meal Boxes:** Cancellations and modifications of order or modification of the delivery dates are accepted up to 4 days before the scheduled delivery date.
- **Private Chef service and in-home workshops:** Cancellations and modification of the service dates are accepted up to 4 days before the scheduled service date.

6. Cancellations by The Kraam Kitchen (Force Majeure)

1. **Chef Illness or Emergency:** In the event that The Kraam Kitchen is unable to deliver an order or deliver service or a workshop due to sudden illness, injury, or severe personal emergency, the client will be notified as soon as possible.
2. **Rescheduling or Refund Options:** If a session or delivery must be canceled by The Kraam Kitchen due to illness or *force majeure*, the client may choose between:
 - **Rescheduling:** Rebooking the service or workshop for the next mutually agreed-upon available date at no additional cost.
 - **Full Refund:** Receiving a **100% full refund** of all amounts prepaid for the affected service, processed within 7 business days.
3. **Limitation of Extra Expenses:** The Kraam Kitchen is not liable for any secondary or external costs incurred by the client as a result of a rescheduled or canceled event (e.g., third-party venue rentals or guest travel expenses).

8. Intellectual Property & Digital Content

1. **Ownership of Materials:** All recipes, workshop guides, prep sheets, digital guides, branding, and educational content on the website or provided by The Kraam Kitchen remain the exclusive intellectual property of The Kraam Kitchen.
2. **Personal Use Only:** Workshop participants and private chef clients are granted a personal, non-exclusive license to use provided recipes and guides for personal, non-commercial purposes.
3. **Prohibited Actions:** Clients and workshop participants may not reproduce, redistribute, resell, publish, or commercially exploit any recipes, course materials, or digital documents without prior written consent from The Kraam Kitchen.

9. Liability

1. The total liability of The Kraam Kitchen is strictly limited to the total value of the specific order or service booked.
2. The Kraam Kitchen is not liable for indirect damages, consequential losses, or property damage in the client's home, except in cases of deliberate intent or gross negligence.
3. The information provided on the site or during the private chef services and workshops is not a substitute for medical advice.
4. Participation in activities is at one's own risk.

10. Applicable Law & Disputes

All legal relationships between the client and The Kraam Kitchen are governed exclusively by Dutch law. Any disputes will be submitted to the competent court in the district where The Kraam Kitchen is registered.

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