

Food & Drink App Terms Of Use

1. Information about us and these terms

Food & Drink is an app provided by Bennett Hay (referred to in these terms and conditions ("Terms") as "Bennett Hay", "we", "us" or "our"). We are a registered company with our registered office address at 1, Main Concourse, Belle House, Victoria Station, London SW1V 1JT.

Please read these Terms carefully. By accessing and using this app and by purchasing goods through the app, you agree to be bound by these Terms.

The Terms are split into two parts, as follows:

- Part 1: General terms. This part covers our licence to you of the app and your and our general obligations whenever you use the app.
- Part 2: Terms of purchase. This part covers terms that are specific to the purchase of products using the app. We may change or update these Terms at any time and we will notify users by posting such changed or updated Terms on this page. Any changes or updates will be effective immediately on posting. Your continued use of the app constitutes your acceptance of Terms as modified. We may also notify you of any material changes by push notifications within the app or by email, to the email address provided to us at registration. If you do not accept the changes you will not be permitted to continue to use the app.

Except where otherwise provided in these Terms, these Terms constitute the entire agreement between you and us, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to their subject matter.

The app is only intended for use in the UK. You will not be able to use the app or purchase products from outside the UK. If you have any questions about these Terms or if you require them in a different format, please contact us info@bennethay.co.uk

Your privacy

Personal data collected through the app is processed in accordance with our privacy notice

Part 1: General terms

App store terms

The ways in which you can use the app may also be controlled by the applicable app store's rules and policies. Where there is a conflict between those rules and policies and any of the provisions of these Terms, the app store's rules and policies will prevail and the conflicting provision of these Terms will fall away. For the avoidance of doubt, the remaining provisions of these Terms will remain in full force.

Licence

We give you personally the right to use the app as set out in these Terms. You may not transfer the app to someone else, whether for money, for anything else or for free.

You must:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the app in any form, in whole or in part to any person without prior written consent from us;
- not copy the app except as part of the normal use of the app or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the app, nor permit the app to be combined with, or become incorporated in, any other programs, except as necessary to use the app and on devices as permitted in these Terms; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the app.

You agree that if you sell any device on which the app is installed, you will remove the app from it.

Intellectual property rights

All intellectual property rights in the app throughout the world belong or are licensed to us and the rights in the app are licensed (not sold) to you. You have no intellectual property rights in, or to, the app other than the right to use them in accordance with these Terms.

How you may use the app

In return for your agreeing to comply with these Terms you may: download a copy of the app onto your device and view, use and display the app on such devices for your personal purposes only; and receive and use any free supplementary software code or updates of the app incorporating “patches” and corrections of errors as we may provide to you.

If you download the app onto any phone or other device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

Acceptable use restrictions

You must:

- not use the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the app or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the app, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not transmit any material that is defamatory, offensive, confidential or otherwise objectionable in relation to your use of the app; and
- not use the app in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

Your account

You must ensure that only you use your account and you must not disclose your login details to any other person. You are responsible for keeping your login details safe and secure.

We have the right to disable or delete your account at any time if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms; have otherwise misused the app; or if we reasonably believe disabling or deleting your account is necessary to protect us or other users.

If you know or suspect that anyone other than you knows your login details, you must promptly notify us by emailing us info@bennethay.co.uk

We may disable or terminate your account if you have failed to log into your account for a period of twelve months. Any offers or promotions offered through the app are at our sole discretion and we are under no obligation to provide any particular types of offers or promotions.

Your breach of these Terms

We may end your right to use the app at any time by contacting you if you have broken any of these Terms. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the app:

- you must stop all activities authorised by these Terms, including your use of the app; and
- you must delete or remove the app from all devices in your possession and immediately destroy all copies of the app which you have and confirm to us that you have done this.

Updates to the app

We may automatically update the app from time to time to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the app for these reasons. If you choose not to install any updates or if you opt out of automatic updates, you may not be able to continue using the app.

Suspending or withdrawing the app

The app is made available free of charge and on an “as is” and “as available” basis.

We do not guarantee that the app, or any content on it, will always be available or be uninterrupted. We may modify, suspend, discontinue, withdraw or restrict the availability of all or any part of the app at any time without any liability to you. We will try to give you reasonable notice of any suspension or withdrawal.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Otherwise, our total liability to you in contract, tort (including negligence) breach of statutory duty or otherwise, arising under or in connection with these Terms, shall not exceed the price you have paid us for purchases of products in the year before you make a claim.

We are only responsible to you for foreseeable loss and damage caused by us.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, the app or your use of or reliance on any content in the app.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The app does not offer advice on which you should rely. We are not responsible for the consequences of any actions you take, or do not take, in reliance on any of the information on the app. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the app.

Although we make reasonable efforts to update the information provided by the app, we make no representations, warranties or guarantees, whether express or implied that such information is accurate, complete or up to date.

Complaints

If you are unhappy with the products, the app, our service to you or any other matter, please contact us at info@bennethay.co.uk and we will try to resolve this with you quickly and efficiently. If we are not able to do so, we will let you know and give you information about alternative dispute resolution.

Governing Laws and Jurisdiction

These Terms are governed by English law and you can bring legal proceedings in respect of them in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.

General

If you provide us with any feedback on the app, support provided or the ordering process, if any intellectual property rights arise in that feedback, you agree that we will own those rights. It is at our discretion whether we act on any feedback you provide and if we do make changes based on your feedback, we will own all intellectual property rights in any such changes.

No one other than you or us has a right to enforce any of these Terms. If the app contains links to other websites or apps, we are not responsible for such other websites or apps and do not endorse them.

Your use of the app is at your own right and you are responsible for protecting your own device from security threats.

If part of these Terms is determined to be invalid, the other provisions shall remain valid and in force.

If we don't exercise any of our rights under the Terms, that does not mean that we waive such rights unless we confirm otherwise in writing.

We are not responsible for any failures or delays caused by events outside our control.

Part 2: Terms of purchase

Ordering products and our contract with you

If you purchase products through the app, you agree to be bound by this Part 2 of these Terms. If you don't agree to Part 2 of these Terms, you should not purchase any products through the app.

You can place an order for products by using the ordering process in the app. You should read and check your order carefully, and correct any errors, before submitting it.

When you place your order, we will acknowledge it at the end of the checkout process, but this does not mean that your order has been accepted. We may contact you to say that we cannot accept your order, which is usually for one of the following reasons:

- the products you have ordered are unavailable;
- you are not allowed to buy the products from us;
- we are not allowed to sell the products to you; or
- there has been a mistake on the pricing or description of the products.

We only accept your order when you receive confirmation through the app that your order has been accepted. At this point, a legally binding contract is in place between you and us and we will prepare the products for you.

If you want to make changes to products after you have ordered them, please contact us by speaking to a member of staff and we will let you know if the change is possible and if the change will result in any changes to the price of the product or the timing of collection.

You are only entitled to buy products from the app if you are over the age of 18 and if you are a staff member or authorised visitor of a workplace located at a collection point.

Allergens

Our staff are trained to follow best practice procedures in our kitchens and take steps to minimise the risk of foods coming into contact with other food products, including allergens. However, due to the presence of ingredients that contain allergens that are routinely used in our kitchens, and that normal operations may involve shared cooking and preparation areas, we can never completely guarantee that our products are completely free from allergens or specific ingredients. The allergen information given is based on information provided by our suppliers.

You can choose to input your dietary requirements into the app as part of your profile. If you do this, we will notify you when you select a product that is not suitable for your requirements. This does not mean to say that all other products are suitable. For more information about how we process personal data about your dietary requirements, please see our [privacy policy](#).

You should always check ingredients in products and speak to a member of staff each time you purchase a product if you, or someone you are buying a product for, has a food allergy, intolerance, sensitivity or coeliac disease.

Ingredients can occasionally be substituted or changed, so please review the allergy and intolerance information on the app before each purchase and ask a member of staff about allergens.

Your rights to reject or cancel products

If the products you receive are faulty or not as described on the app, you have the right to reject them and we will either refund the products or replace them. Please let us know about any problems with the products within 24 hours of collection of the products to notify us. We may request photographic evidence of the products.

You can cancel an order and receive a refund if we tell you about a change to the product or an error in the price or description and you do not wish to proceed with the order.

If you change your mind about a product once you have ordered it, in some circumstances you might be able to receive a refund, but because our products are perishable, as a general rule you will not be able to cancel them once you have placed your order. Any cancellation of your order will be entirely at our discretion and will not affect our right to receive any money you owe to us for that order.

It is your responsibility to ensure that you collect products that you have ordered when they are ready for collection.

Order collection

Your products will be ready for collection at the location specified in your order confirmation and on the date (and, if applicable, time window) set out in your order. Any times specified are estimates only.

If something happens outside of our control that affects the estimate date or time of collection, we will let you know a revised estimated date or time for collection and we won't have any further responsibility to you for any delay.

You will need to provide a copy of your order confirmation or in-app receipt as proof of your order so that you can collect your order.

Unless you and we agree otherwise, if we are unable to make your products available for collection, we will let you know, cancel your order and provide a refund.

Once you have collected your products, you are responsible for them.

We do not accept any responsibility or liability if you are unable to access the collection point for collection of your products.

Payment

We accept payment via the cards shown in the payment section of the app. We do not accept payment in cash. Payments will only be allowed if authorised by the relevant card issuer. If the card issuer is not able to allow payment (for example, because you have insufficient funds in your account), you will not be able to purchase products and we will have no responsibility or liability to you in respect of your inability to purchase products.

We use a third party payment provider to process your payments, which means that we never see any of your card details. We will do all that we reasonably can to ensure that our payment provider keeps your payment information secure, but unless we have been negligent, we will not be legally responsible to you for any loss you may suffer if a third party gains unauthorised access to any information you give us.

Payment for products is required in advance. If you receive the products before we receive payment, you must pay within five days or return the products to us at your own cost as soon as possible. If you do this, you must keep the products in your possession, take reasonable care of them and not use them before you return them to us.

The price of the goods is in pounds sterling (GBP/£), depending on the territory in which you are purchasing goods.

Nature of the products

The packaging or labelling of the products may be different from that shown on the app.

Whilst we try to make sure that:

- all weights, sizes and measurements set out in the app are as accurate as possible, there may be small variations in such weights, sizes and measurements in the products; and
- the images and colours of the products are displayed accurately in the app, the actual colours you see may vary.
- If we cannot supply certain products, we may need to substitute them with alternative products of equal or better standard and value. If we do this:
- we will let you know if it is possible for us to do so; and
- you can refuse to accept any substitutions, in which case we will offer you a refund or replacement and let you know how long the offer remains open for.