

# TERMS AND CONDITIONS OF SALE AND OF USE OF WEBSITE AND APPLICATIONS

These are the terms and conditions on which **LAPD FOOD** ("we", "our" or "us") supply products to you via our website <https://lapdfood.co.uk/>, phone, our mobile, tablet or our other applications (our "Sites"). They also contain the terms on which you may make use of these Sites that we have created, whether as a guest or registered user. Use of our Sites includes accessing, browsing, or registering to use the Sites

Kindly read these terms , as they will apply to your use of our Sites and to any orders you place.

By accessing, browsing and using our Sites, you confirm that you accept these terms of use of our Sites and that you agree to comply with them and by placing an order, you agree to these terms and conditions of sale. If you do not accept these terms, you should not place an order.

Orders received through third party delivery services (Uber Eats, Just Eat, Deliveroo etc) are subject to their terms and conditions and of use and are not covered by these terms. Please refer to each third party company's terms and conditions and of use before proceeding your order with them. We highly recommend that you order straight from our Sites to avoid any complications.

Your use of our Sites, including any orders you place, is governed by our Terms and Conditions of Sale and Use, Privacy Policy and Cookie Policy. Please take the time to read these, as they include important terms which apply to you.

## SERVICE AVAILABILITY

Subject to minimum delivery spends, we offer a delivery only service to certain prescribed areas to ensure that our products are at their best when they reach your delivery address. If the delivery address is outside a prescribed delivery area, you will not be able to have our products delivered to you.

When delivering to apartment blocks, flat or hotels, drivers may deliver straight to customers' doors, or may deliver to the main door/reception area of the building, depending on access and the driver's knowledge of the local area. If we have attempted and been unable to deliver the food to you and have been unable to contact you, we do not accept any re-delivery request where discount codes have been used and will not remake any new food.

## ORDERING

You may only place orders if you are at least 18 years old. By ordering, you warrant that you are at least 18 years old and you are legally capable of entering into binding contracts.

If you place an order via our Sites, you will be presented with confirmation on your screen that your order has been received and accepted.

You will also receive a text message confirmation and may also receive an email confirmation. Please make sure that the mobile number, email address and home address you provide are correct and in proper working order, as these are required to fulfil your order.

## PRODUCTS

All products are subject to availability. In most cases, we will offer an alternative for any out-of-stock item.

We have busy working environments and there is a risk of cross-contamination. If you have an allergy we kindly ask that you do not order online. Instead, please telephone us and inform your order-taker directly in full of your allergies.

We do have several options available for vegetarians/vegans which are indicated on our menus. However please note that we do not have a dedicated preparation or cooking area to prepare the vegetarian/vegan food. We shall do our best to minimise risk of cross-contamination.

Great care is taken in the preparation of all our products, however, where applicable, we cannot guarantee that all bones from any meat products have been removed and some may remain and olives may contain stones.

Some products may have been previously frozen.

Furthermore, the images of our products on our menus and Sites are for illustrative purposes only. Although we try our hardest to be consistent, at times, the products you order may vary slightly from those images.

## AVAILABILITY AND DELIVERY

We strive to maintain an excellent reputation for on-time delivery. However, unfortunately, factors outside of our control may occasionally prevent us from achieving this.

We will do our best to fulfil your order in accordance with the date and time confirmed to you at the time of your order. However, these timings are estimates only and we do not guarantee the accuracy of these times. This means that you will not be entitled to cancel your order or claim a refund if your order is not fulfilled by the delivery time. Should you be unsatisfied with your order you can follow the standard process available to all customers and contact us.

If you have requested the earliest delivery time available, we will do our best to fulfil your order taking into account the volume of orders and circumstances facing us at the time. For a real time update of your order, you can click on the tracker link sent to your mobile number or email address.

Delivery charges may apply depending on your postal code.

## CANCELLATION

You have the right to cancel an order by contacting us through our phone number until either:

- a. in the case of any advance order (which is/are order(s) placed more than one day before a requested delivery date), up to one day before the order is due to be delivered; or
- b. in the case of same day orders and deliveries, within a reasonable time prior to any food being used to start preparing your order.

If you wish to cancel an order after food has been used to start preparing it, you may, at our sole discretion, be charged the full price of the order and receive no compensation.

In the unfortunate circumstance that we need to cancel your order after it has been accepted, we will notify you. We reserve the right to cancel any order, before or after acceptance, and will notify you immediately of any such cancellation.

You will not be charged for any orders we cancel. Any payment made prior to an order being cancelled by us will typically be reimbursed using the same method originally used by you to pay for your purchase.

## PRICE AND PAYMENT

Prices are as quoted on our menus and Sites, are subject to change from time to time, although changes will not affect orders already placed (unless due to a technical error). Please note that payments for orders placed via our Sites, are made directly to us.

## OUR LIABILITY

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of the breach of these terms or negligence, up to the amount of the purchase price you paid for the order applicable to your claim.

However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of a breach or if it would reasonably be contemplated by you and us at the time of your purchase.

We only supply products for private and business use. You agree not to use any product for commercial or re-sale purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We, do not exclude or limit our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any liability which cannot legally be limited or excluded.

## WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Sites, you accept that communication with us will be mainly electronic. We will contact you by e-mail or mobile phone or provide you with information by posting notices on the Sites. For contractual purposes, you agree to the electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

If you wish to contact us at any time, you should contact us.

## EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (a "**Force Majeure Event**").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond both our reasonable control and includes in particular (without limitation) the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, extreme snow, ice, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks;
- f. the acts, decrees, legislation, regulations or restrictions of any government; or
- g. non-performance by suppliers or subcontractors.

## WAIVER

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we waive a default by you, this will only be done in writing, and will not mean that we will automatically waive any later default by you.

## ACCESSING OUR SITES

Our Sites are made available free of charge for your personal use.

We do not guarantee that our Sites, or any content on them, will always be available or be uninterrupted. Access to our Sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Sites without notice. We will not be liable to you if for any reason our Sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Sites. You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these terms, and that they comply with them.

## INTELLECTUAL PROPERTY RIGHTS

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You may not distribute, reproduce, modify, transmit, reuse, re-post or use our Sites, or the content, functionality or design of our Sites (or any part of each) in any manner whatsoever, except as provided in these terms or the text on our Sites or within the terms of any written permission granted

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If you would like to request permission to use photography or other content from our Sites, please contact us.

## **OWNERSHIP OF TRADE MARKS**

The trademarks and logos displayed on our Sites include our registered and unregistered trademarks. Nothing in these terms may be construed as granting any licence or right to use any of those trademarks without the prior written permission of us. Any use of the trademarks, except as provided in these terms, is strictly prohibited.

## **VIRUSES**

You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the server on which our Sites are stored, or any server, computer or database connected to our Sites.

You must not attack our Sites via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you are committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Sites will cease immediately.

## **EXCLUSIONS OF LIABILITY**

The materials contained in or displayed on our Sites are provided "as is" and without warranties or representations of any kind either express or implied. We disclaim all warranties of satisfactory quality and fitness for a particular purpose. We do not warrant that the content and information displayed on our Sites is error-free, accurate, complete and up-to-date, or that it does not infringe the rights of any third party.

We will not be liable for any damage or injury howsoever caused including, but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission or line failure. We will not be liable for any damage or injury that results from your use of, or inability to use, the materials on our Sites howsoever caused.

We use reasonable efforts to ensure that our Sites are free from bugs, viruses and other malicious content; however we do not guarantee that our Sites are secure. You are responsible for configuring your information technology, computer programmes and platform in order to access our Sites. You should use your own virus protection software.

We and any other party involved in producing or delivering our Sites shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful

material that may infect your computer equipment, programs, data or other proprietary material due to your use of our Sites or to your downloading of any content on it, or on any website linked to it.

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

You agree to indemnify and hold us harmless from all liabilities, claims and expenses that arise out of the content you submit, post or transmit via our Sites, or from your use/misuse of our Sites or the use/misuse by any person for whom you are responsible or from your violation of these terms.

## **WHO OWNS THE MATERIAL YOU SEND TO US?**

Any communication or material you transmit to our Sites by electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, graphics or the like is, and will be treated as, non-confidential and non-proprietary but we shall comply with our Privacy Policy in respect of any personal information we receive from you.

Anything you transmit or post shall, subject to our Privacy Policy, become our exclusive property which may be used by us and selected third parties performing services on our behalf at any time and for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.

We are free to use any ideas, concepts, know-how or techniques contained in any communication you send to our Sites for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

In addition, depending on how you submit your communication to us, we may include your Facebook profile name, Google user name, email user name or any other user name (but not your email address) with any publication or re-publication of the contents of your communication.

The views expressed in any user generated content on our Sites are the opinions of those users and do not represent our views, opinions, beliefs or values.

## **LINKS TO OTHER WEBSITES AND APPS**

Where our Sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We are not responsible for, or control or endorse, the content of any websites and applications linked to our Sites. We will not be liable for any loss or damage that may arise from your use of them.

## **CHANGES TO THESE TERMS**

We have the right to amend these terms from time to time. Any changes we make to these terms will be posted on this page. You will be subject to the policies and terms in force at the time that you order, unless any change to those policies or these terms is required to be made by law or governmental authority. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **CHANGES TO OUR SITES**

We may update our Sites from time to time, and may change the content at any time. However, please note that any of the content on our Sites may be out of date at any given time, and we are under no obligation to update it.

## **THIRD PARTY RIGHTS**

Only you and we shall be entitled to enforce these terms. No third party shall be entitled to enforce any of these terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **SEVERABILITY**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

## **ASSIGNMENT**

We may transfer our rights and obligations under any contract with you to another organisation, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

## **ENTIRE AGREEMENT**

These terms and any document expressly referred to in them represent the entire agreement in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.