

## **Hungrrr Terms and Conditions**

**Please read these terms and conditions along with our privacy policy before ordering through the website or app. If you have any questions relating to these terms please contact Hungrrr using the contact details below before you place an order. For questions relating to items being ordered or the premises, please contact the premises from which you are ordering.**

### **1. THE COMPANY**

#### **COMPANY DETAILS**

Hungrrr Limited (“we”, “us”, “our”, “Hungrrr”) is a company registered in Scotland with registered company number is SC531058. Our registered office is Unit 35 City Quay, Dundee, Angus, Scotland, DD1 3JA. Our vat number is 237363110.

You may contact us by telephone on 03309002273 or using our contact form at [www.hungrrr.co.uk](http://www.hungrrr.co.uk) .

For any issues with your order please initially contact the premises you ordered from, contact details are provided in your order confirmation email.

### **2. ORDERS**

#### **YOUR ORDER**

We, Hungrrr, provide a method for you to place an order with your chosen bar, takeaway, restaurant, hotel, business or store (being the premises you are ordering items from, identified on the website/app and referred to in these terms as a “premises”) through the premises website or application which is powered by us (referred to as the “website” and “app”) on behalf of the premises.

These terms govern our relationship with you in relation to your placing an order through the relevant website or app and its use. However, your contract for the supply of the relevant items is with the premises from which you are ordering. The order will be fulfilled and if applicable, delivered by the premises. The premises is solely responsible for the quality, completion and delivery date/time of the order placed. We have no control over and accept no liability for acts or omissions of the premises. By ordering via Hungrrr through the app or website, you are indicating that you understand and agree to these terms.

#### **YOUR STATUS AND ACCOUNT**

By placing an order through the website or app you warrant that you are legally capable of entering into a binding contract and that you are at least 18 years old.

Before placing orders, you may set up an account. When you open an account you may create a password, and may also have to provide credit card details. You must keep any password secret, and prevent others from accessing your account. If another person uses your login details to access your account, you will be responsible to pay for orders, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of the app or website or contacting us using the details above. We may suspend your account if we suspect that it has been accessed by a third party, and may close accounts which are used in a manner incompatible with our terms. If your account is closed we will refund any remaining account credit you have validly obtained to your registered payment method.

### **ALLERGY INFORMATION**

If you suffer allergies you agree to always ask the premises about ingredients prior to ordering. Some premises may use nuts or other allergens in the course of preparing the items available for order. Some premises may provide this information on the menu provided via the website or app, but it may not be specific to particular items. If allergen information is not available, is not clear or if you require further information, you should contact the premises prior to ordering. You should contact them directly, and not use any comment box. Any allergy information contained on the website or app is based on information provided to Hungrrr by the premises and Hungrrr is not responsible for the accuracy or completeness of this information. Hungrrr cannot guarantee that any of the items sold by premises are free of allergens and Hungrrr is not responsible for the information or lack of information provided by the premises.

### **ORDERS CONTAINING ALCOHOL OR OTHER AGE RESTRICTED ITEMS**

It is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol, or for any person to buy, or attempt to buy, alcohol or other smoking products on behalf of any person who is under the age of 18. By placing an order for such products, you confirm that you are at least 18 years old.

You may be asked to provide proof of identification, showing you are aged 18 or over at the time of order, delivery or collection at the premises. If you do not provide such proof, or in the opinion of the premises are attempting to make the order for someone who is under 18, the premises may refuse to fulfil your order. In addition, the premises may refuse to fulfil the order for any person who is, or appears to be, under the influence of alcohol and/or drugs.

If any order is refused for any of the above reasons, any refund of the order will be at the discretion of the premises.

### **DELIVERY/COLLECTION/ SERVICE TIMES**

All delivery, collection or service times are estimates only, we do not guarantee that the order will be delivered or ready for collection by the quoted time. For orders made for provision on the premises, you must be within the relevant premises and at the allocated location at the time of ordering. If there are any issues with the timings, then these should be raised with the premises directly and will be dealt with at the discretion of the premises.

### **REJECTED/ACCEPTED ORDERS**

When you place an order through the website or app, we will send your order to the relevant premises. On receipt of your order the store will either accept or reject your order. Although almost all orders will be accepted, there may be times where a premises is unavailable to fulfil your order and the order will be rejected. The order may be rejected at any time. This may be because items are out of stock or

the premises are unable to make a delivery at that time. Certain premises may have a minimum order value requirement, and additional fees, which will be displayed prior to the order being accepted.

You will receive a notification from us if your order has been accepted. This confirms that the contract for sale of the items has come into force. The contract is with you, the person placing the order, even if it is made for someone else.

If an order is rejected you will receive a notification by email. Any payment made will be voided. For most banks this will show on your statement within 24 hours, however some banks will take up to 14 days to refund the transaction.

### **ISSUES WITH ITEMS**

If you are unhappy with any of the items provided by the premises, you should raise this with the premises directly. We do not give any guarantee that the items ordered from any premises through the app or website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

### **CHANGES AND CANCELLATIONS**

After an order is placed through the website or app, premises are not obligated to accept amendments or cancel the order. However, they may be willing to do so as long as the preparation of the order has not begun. If you need to amend your order please contact the premises directly.

### **COMPLAINTS & SUPPORT**

If your order has not been to your satisfaction or you have any other queries regarding your order please contact the premises directly. For issues relating to our relationships with you, contact us using the details above.

### **PRICE MARKED PRODUCTS/PRICING**

The price of the item(s) you order will be the price on the website or app at the time you place your order or amend your order. If a new price or promotion is in place after you have placed your order for example, a multi-buy offer or price reduction which may be advertised in a premises, these prices and promotions will not be applied to your order. All offers are at the discretion of the premises. Unless stated otherwise, it can be withdrawn at any time, unless you have already placed an order based on the relevant offer and received a confirmation.

### **3. COUPON/VOUCHER CODES**

All coupon/voucher codes are applied to the value of the order being placed, or delivery fee if stated and are subject to these terms and conditions and any further terms and conditions specified as part of the provision of the coupon/voucher.

The coupon/voucher code must be entered into the Voucher Code field on the checkout page and applied for the discount to be deducted from the order.

Unless stated discounts cannot be combined and only one offer can be applied to any order. The premises have the right to exclude certain products or categories from discounts.

Many coupons are only valid for new customers or once per household, attempting to circumvent these restrictions may result in your order being rejected.

Coupon/voucher codes can be amended or withdrawn at any time.

#### **4. PRICING AND SERVICE CHARGE**

Prices will be as quoted on the app or website. These prices include VAT but may exclude additional costs, such as delivery and any administration or service charge introduced by the premises. These further costs will be added to the total amount due where applicable. As part of the transaction you may be charged a small service charge for the use of our service. There will be no partial refunds for this service charge in the event some items are unavailable or not accepted. In the event your order is cancelled or refunded in its entirety the service charge will also be refunded.

The total price of your order will be set out on the checkout page on the app/website, including the price of the items and additional fees.

We are authorised by each premises to accept payment on their behalf and payment of the price of any items to us will fulfil your obligation to pay the price to the premises. Payment for all items can be made through the app/website by credit or debit card, or such other payment method made available through the app/website. Once your order has been confirmed, your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Hungrrr acting on behalf of the premises. Payments may also be made using vouchers, subject to the relevant terms and conditions.

#### **5. LIABILITY**

Our terms and conditions do not exclude or limit our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

We accept no liability for the acts or omissions of the premises. This does not affect your statutory rights against the premises.

We will not be responsible for any errors or omissions in relation to the content of the website or app or for any technical issues you may experience during its use. 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 the app or website, and any website linked to the app or website (including any materials posted within the website or app).

We will under no circumstances be liable to you for any loss of profit, sales or other business revenue, loss of goodwill, anticipated saving, or any other consequential loss.

Comments and reviews or other content posted on or the app or website are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such content.

Our maximum liability to you in connection with an order is the value of your order.

## **6. PRIVACY AND OTHER TERMS**

6.1 All personal data that we collect from you will be processed in accordance with our privacy policy, which you should review. The Hungrrr privacy policy is available at <https://www.hungrrr.co.uk/privacy-policy>

6.2 We may change these terms from time to time. If we make any changes which affect your rights in relation orders placed through the website or app, we will notify you.

6.3 You should also be aware that the relevant premises may have its own terms and conditions in relation to for example bookings and orders.

6.4 Payments for orders are processed by our payment fulfilment partner, [EVO Payments International GmbH, trading as EVO Payments UK].

6.5 The website or app may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the privacy policy and other terms and conditions of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

## **7 INTELLECTUAL PROPERTY**

7.1 Hungrrr is the owner of or has a licence for all intellectual property rights in the website and app, and in the material contained on them. All rights are reserved in relation to the website, app and any materials, which are protected by worldwide copyright laws and treaties. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on the website or app in any way except for your own personal, non-commercial use.

7.2 Where you provide reviews or other materials/information, you agree that we may use, share, and publish the reviews on the app or website, as well as for the business purposes of Hungrrr and the premises. If your reviews contain inappropriate language or content, they may be removed and your account may be suspended or cancelled.

## **8 GENERAL TERMS OF USE OF APP/WEBSITE**

8.1 The app or website and its contents are provided "as is" and on an "as available" basis. We exclude to the fullest extent permitted by applicable law all implied warranties, representations, and terms and conditions relating to the website or app.

8.2 You may use the app or website only for lawful purposes. You must not use the website or app in a manner which is in breach of law and must not use it to distribute or publish or transmit inappropriate material, including in connection with the reviews mentioned above. Examples of inappropriate materials would include materials or contributions which:

- infringe the intellectual property rights of someone else;
- breach any legal obligation to someone else (eg. confidentiality);
- are defamatory, obscene or offensive material;
- breach the privacy rights of others;
- relate to or promote illegal activity, violence or discrimination; or
- include an impersonation of someone else, suggest affiliation with Hungrrr, or which otherwise misrepresent a relationship with us or another person.

8.3 You agree not to access without authority, or attempt to interfere with, disrupt or damage any part of the website or app, including any aspect of our provision of the website or app. You further agree not to use the website or app for activities which are against the law, fraudulent, or which introduces viruses or other harmful items to the app, website or our systems.

8.4 Any materials, including pictures of food items and related design posted the app or website are not intended to amount to advice on which reliance should be placed. We have no liability or responsibility to you for any reliance on such materials by you, other party. Any food information is based on provided by the premises. If you have any concerns about allergy information, please contact the premises.

8.5 We provide you with access to and use of the app or website on the basis that, to the maximum extent permitted by law, Hungrrr excludes all representations, warranties, conditions, undertakings and any other terms in relation to the app or website and your use of it (including any terms which might otherwise be incorporated or implied by law).

8.6 Failure by you to comply with these terms of use may result in your account being temporarily or permanently suspended or deleted, removal of any materials submitted by you, and potential legal action by us against you. We may also contact the relevant law enforcement authorities and pass on your details where appropriate.

## **9 GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with Scottish law. Any legal proceedings in respect of these terms in conditions in the Scottish courts. If you live in a part of the United Kingdom other than Scotland, you can bring legal proceedings in respect of these terms in either the Scottish courts or the courts of your home country.