

WEBSITE TERMS OF USE

Menudig is operated by ZX Ventures Limited, a company registered in England and Wales under company number 03023279, with its registered office at Bureau, Fetter Lane, London, England, EC4A 1EN and with VAT number [GB745737502] (the "**Company**"). The Company operates the website: <https://www.menudig.uk> (the "**Website**"). Menudig is a service where the food and drinks made available to order are prepared by independent and affiliate restaurants, bars and other establishments (our "**Partners**") and either: delivered by us and/or our third party delivery providers, collected by the customer from the Partner, or served by the Partner to the customer in the Partner's premises, as applicable.

1. Understanding these terms of use

- 1.1 These website terms of use (these "**Terms**") describe how you may access and use the Website, either as a guest or a registered user.
- 1.2 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms, when we refer to "**we**", "**us**" or "**our**", we mean the Company; and when we refer to "**you**" or "**your**" we mean:
 - 1.3.1 you, the person accessing or using the Website; and
 - 1.3.2 where applicable, the business on whose behalf you are acting.
- 1.4 If you are acting on behalf of your "employer" or another business when you access and use the Website, you represent and warrant that:
 - 1.4.1 you have full legal authority to bind your employer or that business; and
 - 1.4.2 you agree to these Terms on behalf of the business that you represent.
- 1.5 Please note that certain functions made available on the Website are governed by additional terms and conditions, including:
 - 1.5.1 creating a customer account and ordering and purchasing products via the Menudig service on the Website, which is governed by the Terms of Service (available [here](#)); and
 - 1.5.2 the offering of products and/or services for sale to customers through the Menudig Website as a Partner, which is governed by our Partner Agreement.
- 1.6 In addition to clause 1.5 above, please note that the Website uses cookies, the use of which are governed by our Cookies Policy (available [here](#)), and we only use your personal information in accordance with our privacy policy (available [here](#)).

2. The Website

- 2.1 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. We may update the Website and/or change the content on it at any time.

- 2.2 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.
- 2.3 The Website and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

3. Your account and password

- 3.1 You will need to register an account with us on the Website in order to access certain parts of the Website and certain services available on the Website, such as purchasing food and drink from our Partners if you are a customer, or making your food and drink available for sale to customers if you are a Partner (in each case, an "**Account**"). In order to register for an Account, you must be aged 18 or over. If you register an Account, you will be asked to provide certain information (such as your email address) and to create a password, as part of our security procedures. You must treat the password as confidential and you must not disclose it to any third party. Once you register an Account, you will be a "**Registered User**".
- 3.2 We have the right to disable any Accounts and/or passwords, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 3.3 If you know or suspect that anyone other than you knows your Account login details, you must immediately notify us at menudiguk@gmail.com.
- 3.4 You are responsible for any unauthorised use of your Account login details.

4. Acceptable use

General

- 4.1 You agree not to:
- 4.1.1 use the Website in any way that breaches these Terms or any applicable local, national or international law or regulation;
 - 4.1.2 copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms;
 - 4.1.3 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website, except as may be allowed by applicable law which is incapable of exclusion;
 - 4.1.4 send, knowingly receive, upload, download or use any material which does not comply with these Terms, including the rules set out in clause 4.2 below;
 - 4.1.5 use this Website or our services to collect or track personal information about others and/or to generate spam or phishing content or to scrape content; or
 - 4.1.6 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website.

User Generated Content

- 4.2 If it is the case that you supply/upload any content to the Website – whether it be pictures, text, sound recordings or anything else – the content you supply ("**User Generated Content**") must comply with the following rules:

- 4.2.1 it must not be obscene, abusive, offensive, hateful, inflammatory or racist and it must not promote or propose hatred or physical harm against anyone;
 - 4.2.2 it must not harass or bully another person or be likely to cause needless anxiety or upset, embarrass or annoy any other person;
 - 4.2.3 it must be true and honest so far as you know;
 - 4.2.4 it must not: (i) constitute pornography; (ii) be sexually explicit; or (iii) be sexual or sexually suggestive involving minors;
 - 4.2.5 it must not be defamatory of anyone;
 - 4.2.6 it must not use the material or content or infringe the rights or privacy of anyone else; for example, you should not use images of well-known characters, footage or music (unless it is your own or you have permission to use it);
 - 4.2.7 it must not contain someone else's personal details or confidential information relating to other people;
 - 4.2.8 it must not promote discrimination, whether based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 4.2.9 it must not constitute, depict or encourage excessive or irresponsible consumption of alcohol;
 - 4.2.10 it must not promote or condone terrorism, violence or any other illegal behaviour or encourage any violation of any international, national, state or local regulations, rules and/or laws;
 - 4.2.11 it must not be harmful to minors in any way;
 - 4.2.12 it must not impersonate any person, or misrepresent your identity or affiliation with any person;
 - 4.2.13 it must not give the impression that it emanates from or is endorsed by us, if this is not the case; and
 - 4.2.14 it must not violate these Terms.
- 4.3 User Generated Content will be treated as non-confidential and non-proprietary. As such, we strongly recommend that you think carefully about what you upload to the Website.
- 4.4 We take no responsibility for, and we do not expressly or implicitly endorse, any User Generated Content. By submitting your User Generated Content, you agree that you have all rights, power and authority necessary to grant the rights to such User Generated Content as set out in these Terms. As you alone are responsible for your User Generated Content, you may expose yourself to liability if you post or share User Generated Content without all necessary rights.
- 4.5 Generally, we do not oversee, monitor or moderate any User Generated Content which is uploaded to the Website. If you become aware of any User Generated Content that breaches clause **Error! Reference source not found.** above, please contact us at menudiguk@gmail.com, providing details of: (i) the date on which it was posted and where it can be found on the Website; (ii) the name or username of the person who posted it; (iii) reasons why the content should be deleted; and (vi) copies of any communication with the person who posted it (if any).

- 4.6 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these rules.
- 4.7 In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation:
- 4.7.1 comment facilities;
 - 4.7.2 review facilities;
 - 4.7.3 chat rooms; and/or
 - 4.7.4 bulletin boards,
- (together "**Interactive Services**").
- 4.8 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.
- 4.9 The use of any of our Interactive Services by a minor is not permitted.

Viruses

- 4.10 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.
- 4.11 You must not misuse the Website 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit 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 the Website will cease immediately.

5. Intellectual property

- 5.1 Save for User Generated Content (for which see clause 5.5 below), we are the owner or licensee of all intellectual property rights in the Website and its content. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 5.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms.
- 5.3 No part of the Website, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, duplicated, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way (included for the purpose of creating derivative works) for any non-personal, public or commercial purpose without our prior written consent.
- 5.4 Any communications or materials you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Website to buy products from us or our Partners). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited

to, developing, manufacturing, advertising and marketing us and our services and products and/or those of our Partners.

User Generated Content

- 5.5 You will retain ownership of your User Generated Content, subject to any pre-existing rights that third parties may have in its content. If your User Generated Content contains material and/or content owned or generated by a third party, you should ensure that you have permission from that third party to use such material and/or content before posting your User Generated Content on the Website.
- 5.6 You grant us a non-exclusive, irrevocable, royalty-free, sub-licensable, fully paid up, perpetual, worldwide licence to use, copy, modify, adapt, amend, prepare derivative works of, publish, transmit and distribute the User Generated Content in any format and through any media for any purposes including (without limitation): (i) advertising, marketing and promotion, including in relation to the Website and the Company; (ii) providing the services available through the Website; and (iii) allowing other users of the Website and other third parties to view and access your User Generated Content (it being agreed that such rights shall last for 99 years in territories where a perpetual licence may not be granted).

6. Our liability

- 6.1 Nothing in these Terms excludes or limits our liability for:
- 6.1.1 death or personal injury caused by our negligence;
 - 6.1.2 fraud or fraudulent misrepresentation; and
 - 6.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 6.2 We assume no responsibility for the content of websites linked to from the Website (including links to our commercial sponsors and partners (including our Partners)). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

If you are a business

- 6.3 If you are acting for purposes relating to your trade, business, craft or profession, then subject to clause 6.1:
- 6.3.1 in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
 - 6.3.2 our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.
- 6.4 You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these Terms.

If you are a consumer

- 6.5 If you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession (a "**consumer**") then, save as set out in clause 6.1, the following sub-clauses apply.
- 6.5.1 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

- 6.5.2 You agree not to use the Website, or any content on the Website, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.5.3 Our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

7. Suspension and termination

- 7.1 If you breach any of these Terms, the Partner Agreement or the Terms of Service (as applicable), we may immediately do any or all of the following (without limitation):
 - 7.1.1 issue a warning to you;
 - 7.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Website;
 - 7.1.3 temporarily or permanently withdraw your right to use the Website;
 - 7.1.4 suspend or terminate your Account;
 - 7.1.5 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
 - 7.1.6 take further legal action against you; and/or
 - 7.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

8. Changes to these Terms

- 8.1 We may make changes to these Terms from time to time for any reason (for example, if there is a change in the law that means we need to change these Terms). Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Website. If you do not wish to continue using the Website following the changes to the Terms, you can cancel your agreement to these Terms by cancelling your Account and ceasing to use the Website.

9. Other important information

- 9.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 9.2 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 if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10. Governing law and jurisdiction

- 10.1 These Terms are governed by the laws of England and Wales. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.
- 10.2 You can bring proceedings in respect of these Terms in the English courts. If you are a consumer who is resident in the UK or the European Union, you may bring any dispute which may arise under these

Terms to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are - with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is in an EU Member State, or otherwise the competent court of England.

- 10.3 If you are a consumer who is resident in the UK or the European Union and we direct this Website to (and/or pursue our commercial or professional activities in relation to the Website) in the UK or the EU Member State in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 10.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

11. Contacting us

Please direct all complaints to the Partner with whom you are attempting to or have placed an Order, in the first instance. Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us at menudiguk@gmail.com.

DELIVERY T&C's

IMPORTANT LEGAL NOTICE

This page (together with our Privacy Policy and Cookies Policy) sets out the terms and conditions ("Website Terms") on which we, MENU DIGUK, provide its services through its website {{SITE_URL}} and any MENU DIGUK mobile application through which you access that website or services (together, "Website"). Please read these Website Terms carefully because your use of this website and your purchase of any products offered on this Website is subject to these Website Terms. You should understand that by ordering products via this Website (whether now or in the future), you agree to be bound by these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. These Website Terms were last updated on 26 March 2015.

Use of your personal information submitted via this Website is governed by our Privacy Policy and Cookies Policy.

1. INTRODUCTION AND OUR ROLE

2. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

2.1. Once you have selected your order from the menu you will be given the opportunity to submit your order and proceed to payment by clicking on the "checkout", "proceed", "place my order" or similar button. Please note it is important that you check the information that you enter and correct any errors before clicking on this button since once you click on this input errors cannot be corrected.

2.2. All orders must be paid in full before being submitted to MENU DIGUK. Payment for all orders must be by credit or debit card as stated on this Website

2.3. Prices will be as quoted on this Website. These prices include VAT

2.4. Please note that from time to time there may be delays with processing payments and transactions; on occasion this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit card.

2.5. On receipt of your order, and payment confirmation MENU DIGUK will begin processing your order and we will send you notification by email that your order has been received and that your order is being processed.

2.6. Where any payment you make is not authorised you will be returned to the previous page on the Website and we shall not be obliged to provide the services.

2.7. Please note that once you have made your order and your payment has been authorised you will not be able to cancel your order nor will you be entitled to a refund.

2.8. Please note that you will not be able to return your order once collected or delivered.

3. DELIVERY

3.1. We will aim to provide you with your ordered Products as close as possible to your requested delivery/collection time.

3.2. The Customer agrees to accept delivery of the Products at the agreed time and place of delivery.

3.3. We can only fulfil an order for large quantities at the discretion of the Restaurant from which you are ordering. If you would like to place a large order, we recommend you contact the Restaurant well in advance.

3.4. If you have chosen for the Products to be delivered, MENU DIGUK will deliver the order to the main entrance of the delivery address but any deliveries carried into the delivery address will only be made if the driver and you consent to this. If you are not present to take delivery of the goods at the address given in your order, then we will not refund you the price for your order and will charge you for the full amount of your order.

3.5. Products are subject to availability. If your products are not available, we may offer you a reasonable substitute of equivalent quality and price or we may call you to tell you that your ordered products are not available and to ask you if you would like to order something else. This may affect the price you pay.

4. LICENCE

4.1. You are permitted to print and download extracts from this Website for your own personal use on the following basis:

4.1.1. Unless otherwise stated, the copyright and other intellectual property rights in this Website and in material published on it (including without limitation photographs and graphical images) are owned by MENU DIGUK. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from this Website other than in accordance with paragraph 4.1 is prohibited.

4.1.2. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 4.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

4.1.3. You must ensure that MENU DIGUK status as the authors of the material on this Website must always be acknowledged.

4.1.4. You are not allowed to use or pass to any other party to use any of the materials on this Website or the Website itself for commercial purposes without obtaining a licence from MENU DIGUK to do so.

4.2. Except as stated in paragraph 4.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5. SERVICE ACCESS

5.1. While MENU DIGUK tries to ensure this Website is normally available twenty four (24) hours a day, MENU DIGUK } will not be liable if this Website is unavailable at any time or for any period.

5.2. Access to this Website may be suspended temporarily and without notice.

5.3. Unfortunately, the transmission of information via the internet is not completely secure. Although we will take steps to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

6. DISCLAIMER

6.1. While MENU DIGUK tries to ensure that information on this Website is correct, it does not promise it is accurate or complete. MENU DIGUK may make changes to the material on this Website, or to the services and prices described in it, at any time without notice. The material on this Website may be out of date, and MENU DIGUK makes no commitment to update that material.

6.2. MENU DIGUK provides you with access to this Website and our services on the basis that, to the maximum extent permitted by law, there are excluded all representations, warranties, conditions and other terms (including any conditions implied by law which but for these Website Terms might apply in relation to this Website and the services that we provide).

6.3. You are responsible for the security of your password that you used to register with this Website. Unless MENU DIGUK negligently discloses your password to a third party, MENU DIGUK will not be liable for any unauthorised transaction entered into using your name and password.

7. TERMINATION

7.1. MENU DIGUK may terminate or suspend (at our absolute discretion) your right to use this Website and your use of the services without notice to you if MENU DIGUK believes you have materially breached any terms of these Website Terms.

7.2 Upon termination or suspension you must immediately destroy any downloaded or printed extracts from this Website.

8. LIABILITY

8.1. MENU DIGUK and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage (including negligence that may result to you or a third party (including without limitation any direct, indirect, punitive or consequential loss or damages), or any loss of income, profits (whether in each case of a direct or indirect nature), goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, (even if foreseeable) in connection with our services, this Website or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on this Website.

8.2. Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from MENU DIGUK's negligence, MENU DIGUK's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

8.3. With the exception of any liability referred to in paragraph 8.2 above, MENU DIGUK's total liability to you in relation to your use of this Website and the services that we provide including (but not limited) to liability for breach of these Website Terms and/or tort (including but not limited to negligence) is limited to an amount equivalent to twice the value of your order or £100, whichever is the lower.

8.4. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all associated costs.

9. GOVERNING LAW AND JURISDICTION

These Website Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these Website Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.

10. ADDITIONAL TERMS

10.1. We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy.

10.2. If any provision or part of a provision of these Website Terms is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provisions or part provisions will be struck out of these Website Terms and the remainder of these Website Terms will apply as if the offending provision or part provision had never been agreed.

10.3. Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

10.4. You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any business that we enter into a joint venture with, purchase or are sold to.

10.5. The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

11. YOUR STATUS

By placing an order through our Website, you warrant that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old.

12. COMMUNICATIONS

When using the Website or ordering products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this 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.

13. EVENTS OUTSIDE OUR CONTROL

13.1. 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 ("Force Majeure Event").

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

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private

transport;

- impossibility of the use of public or private telecommunications networks; and
- the acts, decrees, legislation, regulations or restrictions of any government.

13.3. Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

14. ENTIRE AGREEMENT

These Website Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

Thank you.

Terms last updated [*]**

TERMS OF SERVICE

Welcome to Menudig. Our website <https://www.menudig.uk> (the "**Website**") allows registered users to order any food, drink or other items ("**Products**") made available on the Website from time to time for delivery, take away or table service (our "**Service**"). These terms (together with any other terms and condition or documents referred to in them) tell you the terms and conditions on which you can register an account and use the Service.

1. Understanding these Terms of Service

- 1.1 These terms of service ("**Terms of Service**") apply when and describe how you register for an account and use the Service.
- 1.2 When certain words and phrases are used in these Terms of Service, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms of Service where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms, when we refer to "**we**", "**us**" or "**our**", we mean the Company; and when we refer to "**you**" or "**your**" we mean:
 - 1.3.1 you, the person who is registering or who has registered an account and/or who uses the Service; and
 - 1.3.2 where applicable, the business on whose behalf you are acting.
- 1.4 If you are acting on behalf of your employer or another business when you access and use the Website, you represent and warrant that:
 - 1.4.1 you have full legal authority to bind your employer or that business; and
 - 1.4.2 you agree to these Terms of Service on behalf of the business that you represent.
- 1.5 Please note that certain elements of the Service are governed by additional terms and conditions, including:
 - 1.5.1 the use of or access to our Website by both guests and registered users, which is governed by the Website Terms of Use (available [here](#)); and
 - 1.5.2 the offering of products and/or services for sale to customers through the Menudig Website as a Partner, which is governed by our Partner Agreement (available [here](#)).
- 1.6 In addition to clause 1.5 above, please note that the Website uses cookies, the use of which are governed by our Cookies Policy (available [here](#)), and we only use your personal information in accordance with our privacy policy (available [here](#)).

2. Our Service

- 2.1 Our Website features menus from our affiliate and third party restaurants, bars and other establishments we partner with (our "**Partners**"), and allows you to order Products from their menus for delivery, take away and/or table service, as applicable. Please note that some Partners may not make their Products available for delivery, take away and table service. For example, some Partner's Products may only be available to order for delivery, others may only offer their Products for table service via our Service. Please refer to the Partner menu page for the options available for each Partner before placing an order. In some cases, a Partner may be owned by or affiliated with us.

- 2.2 When you place an order from a Partner, Menudig acts as an agent on behalf of the Partner to conclude your order from our Website and to manage the order process. Once you have placed an order, the Products you have ordered will be:
- 2.2.1 Delivered to the address you have stated by us or one of our third party delivery providers (a “**Delivery**”), if your order is for delivery;
 - 2.2.2 made available for you to collect at the Partner’s premises and take away, if your order is for take away; or
 - 2.2.3 brought to your table by staff at the Partner’s premises at which you are located, if your order is for table service.

3. Your Account

- 3.1 Before you can order Products from our Partners using the Website, you will need to create an account with us. In order to register for an account, you must be aged 18 or over. To register an account, you will be asked to provide certain information (such as your email address) and to create a password or other secure login method, as part of our security procedures. You may also be asked to provide payment card details.
- 3.2 You must treat your account password or other secure login method confidential and you must not disclose it to any other person. You are responsible for any unauthorised use of your account login details. If another person uses these details and/or secure login methods to access your account, you will be responsible to pay for any Products they order from your account and we are not responsible for any other losses you suffer, unless the person using your account obtained your password or other secure login method information because we did not keep it secure.
- 3.3 If you know or suspect that anyone other than you knows your account login details, you must immediately notify us at menudiguk@gmail.com.
- 3.4 We have the right to disable any accounts and/or passwords or other secure login methods, at any time, if:
- 3.4.1 in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service or our Website Terms of Use;
 - 3.4.2 we believe that your account has been used by someone else;
 - 3.4.3 we believe that you have abused our Service in any way, which may include mistreating our, our Partners’ or delivery providers’ staff, drivers or riders, making repeated unreasonable and/or unjustified complaints, applying for refunds which we and/or our Partners do not believe you are entitled to, or any other reason which we consider reasonable.
- 3.5 You may close your account with us at any time by requesting to do so in the [“Your Account”] section of the Website, or by contacting us at menudiguk@gmail.com. If you or we close your account permanently, we will refund any remaining valid account credit to your registered payment card. If that is not possible for any reason, we will request your bank details in order to refund you by way of bank transfer.
- 3.6 Please see our Website Terms of Use (available [here](#)) for more information about your account and your use of our Website and Service.

4. Order Process

- 4.1 When you place an order, we will take payment from you in respect of your order immediately. At this point, you are responsible for paying for each Product included in your order and for any other delivery

or service charges set out in your order and for complying with these Terms of Service, even if you have ordered Products for someone else. Your order must be accepted by us or the relevant Partner before it is confirmed by us. The status of your order in the “[My Orders]” section of your account on our Website will be updated to “[Accepted]” if your order is accepted. Our Partner’s obligation to supply the Products in your order comes into existence when your order status is updated to “[Accepted]”. If your order is not accepted by the Partner, we will notify you and will arrange a full refund of any payment made by you for the order. We will send you an order receipt email once your order is complete.

4.2 Some Partners may have a minimum order value and this will be displayed on the Partner’s menu page of the Website if applicable.

4.3 All Products are subject to availability. If an element of your order is unavailable, our Partner will reject your order and your payment will be refunded in full as set out in clause 4.1.

4.4 Partners may display allergen information in relation to their Products on the Website or via a link to where this information can be found. Please note that Partners may use nuts and other allergens in the preparation of Products. If allergen information is not clearly available on the Website or you have any questions, please contact the relevant Partner before placing an order if you have an allergy or require further information. We cannot guarantee that any of the Products sold by our Partners are free of allergens.

5. Age Restrictions

5.1 You must be aged 18 or over to place an order on our Website. If you order Products for someone else, the recipient must also be aged 18 or over. By placing an order you confirm that you are and any recipient of your order is at least 18 years old.

5.2 Menudig, our Partners and our delivery providers operate an age verification policy, whereby recipients of age restricted Products such as alcohol will be asked by their delivery rider or driver (if an order is placed for delivery) or the staff of our Partner (where an order is placed for take away or for table service) to provide proof that they are aged 18 or over before the age restricted Products are provided to the recipient. Delivery riders, drivers and/or Partner staff may refuse to provide Products to any person who cannot provide a valid photo ID which proves they are aged at least 18 years old.

5.3 We, our Partners and/or our delivery partners may refuse to provide alcoholic Products to any person who is or appears to be under the influence of alcohol or drugs.

5.4 Where we, our Partners and/or our delivery partners refuse to provide Products as described in this section 5, you may still be charged for the Products and for delivery (if applicable).

6. Order Cancellation

6.1 You may cancel an order without charge at any time before the Partner accepts your order, by selecting “[Cancel Order]” on your order summary page. If our Partner confirms your order was cancelled by you in accordance with this section 6.1, we will refund your payment (excluding any discount applied to your order).

6.2 If you cancel an order after your order is accepted by our Partner, you will be charged the full price for the Products. If your order is a delivery order, if the delivery rider or driver has already been assigned you will also be charged the delivery fee.

6.3 Menudig and/or our Partners may cancel your order at any time for any reason. If your order is cancelled by us or our Partner, you will be notified and you will not be charged for your order. If you have already made payment to us for the order, we will reimburse you using the same method as you used to pay for the cancelled order.

7. Payment

- 7.1 The Product prices included on our Website may change from time to time, meaning the prices for Products, delivery and/or other service fees may change while you are in the process of making an order. Prices may be changed at the discretion of the Partner.
- 7.2 We may charge a service fee from time to time, which may be subject to change. You will be notified of the final price of your order and any applicable delivery, service or other fees and taxes prior to confirming your order on the “[Confirm Order]” page of our Website. Once your order is confirmed, the cost of your order will not change (unless there has been an obvious pricing mistake). If there is an obvious pricing mistake, we or our Partner will notify you as soon as possible and you will be given the option to confirm your order at the correct price or cancel your order without charge (and with a full refund if payment has already been made by you).
- 7.3 The Product prices on our Website include VAT. You confirm that you are using the Service for personal (non-commercial) use unless you request a VAT invoice. Products purchased using our Service must not be resold by you or any third party.
- 7.4 Payment can be made on the Website by credit card, debit card and any other payment method made available by us from time to time. Once your order is placed we will collect the total amount of your order for payment. Payment may also be made using gift cards or account credit.
- 7.5 Payment is made directly to Menudig, acting as agent on behalf of the Partner. We are authorised by our Partners to accept payment on their behalf and payment of the price of the Products you order and delivery or other charges will fulfil your obligation to pay the price to the Partner.
- 7.6 We or our Partners may make offers available to you on the Website from time to time. Any offers made by our Partners will be featured on the Partner’s menu page and are offered at the discretion of the Partner. Offers may be withdrawn at any time before your order is accepted by the Partner, unless it is made clear on the Website that the offer applies for a certain time period or has a fixed end date.

8. Delivery

- 8.1 This section 8 applies to your order if you place an order for delivery.
- 8.2 Our Partners each set their own opening and operating hours. Each Partner also has its own delivery radius, which may change at any time (for example due to customer demand, the weather and availability of Products or delivery drivers and riders in the surrounding area). This is to ensure that the Products are delivered to you in good condition. This means that the availability of our delivery Service and the range of Partners available to you at any time depends on the Partners that are open and operating in your location.
- 8.3 When placing an order for delivery, you may have the option to request the order is delivered as soon as possible, or on a pre-scheduled basis for future delivery (within the Partner’s stated operating hours). If you place an order to be delivered as soon as possible we will provide you with an estimated delivery time before you place your order and on your order summary page, however we will attempt delivery as soon as possible. The status of your order will be updated on your order summary page on the Website. Before placing an order for delivery you must therefore be available to accept delivery from the time you place the order. If you place an order for delivery on a pre-scheduled basis, we will provide you with either a one hour or two hour time period (depending on the type of Products) in which your order is expected to be delivered, and you must be available to accept the delivery for 15 minutes before and 15 minutes after this time period.
- 8.4 Any delivery times provided by us or our Partners are estimates only – while we will use our best efforts to meet the estimated times we provide to you, factors such as traffic, weather conditions and road closures may prevent us or our delivery providers from delivering your order on time. If your order is more than 15 minutes late please contact the Partner you placed the order with, who will work with

you to make things right, unless you have caused the delay (for example by providing us with the wrong delivery address, or not being home when delivery is attempted).

- 8.5 We will attempt to deliver your order to the address you provide to us when you place your order. We cannot change the delivery address once you have placed your order, although you can cancel your order if the order has not yet been accepted by the Partner – please see clause 6.1.
- 8.6 If we are unable to deliver your order and our attempt to deliver fails because of you, you will still be charged in full. You might cause a delivery to fail for any reason, which may include:
- (i) You have provided us with an incorrect address;
 - (ii) You do not answer the door or otherwise provide access to the location we are attempting to deliver the order to and there is no safe location for us to leave your order;
 - (iii) You do not pick up the phone if our Partner, delivery rider or driver or delivery provider tries to get in contact with you using the contact details you provided when placing your order; or
 - (iv) You fail to produce sufficient photo ID to our delivery provider when requested to satisfy our minimum age requirements (see section 5).

9. Take Away

- 9.1 This Section 9 applies to your order if you place an order for collection and take away by you from the relevant Partner’s take away location.
- 9.2 Our Partners each set their own opening and operating hours. Each Partner also has its own take away radius, which may change at any time (for example due to customer demand, the weather and availability of Products). This is to ensure that the Products are provided to you in good condition. This means that the availability of our take away Service and the range of Partners available to you at any time depends on the Partners that are open and operating in your location. If you try to place an order for take away with a Partner when you are not in the prescribed take away radius or it is outside of the Partner’s operating hours, we will notify you that the order is not accepted.
- 9.3 When you place an order for take away, you will be required to collect the Products in your order directly from the Partner, at the location specified on the Website (the “**Take Away Location**”). Once your order has been accepted by the Partner, you will be notified of the time your order is expected to be ready for take away at the Take Away Location (the “**Target Take Away Time**”) on the order summary page of the Website. The Target Take Away Time is not guaranteed by us or the Partner. You must arrive at the Take Away Location on or shortly before the Target Take Away Time. If you are delayed, the Partner will keep your order aside for you for 30 minutes after the Target Take Away Time, after which they may dispose of the Products in your order. You will still be charged for your order and the Partner is not obligated to re-prepare and package your order.
- 9.4 The Target Take Away Time is an estimate only - while we will use our best efforts to have your order ready for you to collect at the Target Take Away Time, this may not be possible. If your order is not ready for more than 15 minutes after the Target Take Away Time, please contact the Partner, who will work with you to make things right, unless you have caused the delay (for example by trying to change your order, or not having sufficient photo ID for age-restricted Products).
- 9.5 You are not required to make any further payments when you collect your order from the relevant Partner’s Take Away Location. In the unlikely event that a Partner requests additional payments from you when you arrive to collect your order, do not make any such payment and contact us immediately at menudiguk@gmail.com. We have no liability for any payments you make to a Partner when collecting an order.

10. Table Service

- 10.1 This Section 10 applies to your order if you place a table service order at the relevant Partner's location, to be consumed by you at the relevant location.
- 10.2 Our Partners each set their own opening and operating hours. Each Partner also has its own table service area, which may change at any time. This means that the availability of our table service Service and the range of Partners available to you at any time depends on the Partners that are open and operating in your location. If you try to place an order for table service with a Partner when you are not in the prescribed area or it is outside of (or close to the end of) the Partner's operating hours, or the service is unavailable for any other reason, we will notify you that the order is not accepted.
- 10.3 You may place a table service order using our Website if you are located at one of our Partner's restaurants, bars or other locations which offer this service from time to time (a "**Partner Table Service Location**"). Our table service service may be accessed via a website link or via a QR Code available for you to scan at the Partner Table Service Location. You may place a table service order via our Website and we will manage your order experience. Once you have placed a table service order, the Partner will deliver the Products you've ordered to your table at the Partner Table Service Location using the information you provide when submitting your order.
- 10.4 If you wish to make a complaint, please do so with the Partner directly. Any complaints will be resolved by the Partner at their discretion.
- 10.5 You must pay for your table service order via our Website and you will therefore need to register an account with us in accordance with these Terms of Service and our Website Terms of Use (which you can access [here](#)) before placing an order. You are not required to make any further payments to the Partner for table service orders placed via our Service. In the unlikely event that a Partner requests additional payments from you, do not make any such payment and contact us immediately at menudiguk@gmail.com. We have no liability for any payments you make directly to a Partner.

11. Your Rights if there is a Mistake with your Order

Delivery or Take Away

- 11.1 You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us or the Partner about (and we/they agree to) before you place your delivery or take away order. If you believe that the Products you have been delivered or you have collected from the Take Away Location (as applicable) do not comply with these legal rights, please contact the Partner who prepared the order. The Partner may request a photograph showing the problem if it is something that can be seen by inspecting the Products, or any other evidence which they may reasonably require from you. If the Partner sees fit, we will provide a refund in respect of the affected part of the Products in your order, and also in respect of delivery (if applicable) if the whole order was affected, unless we or the Partner has reasonable cause to believe that the problem was caused after delivery to or take away by you (as applicable).
- 11.2 Prior to processing your refund, we may take into account relevant factors including the details of the order, your account history, what happened on or immediately after delivery or take away (as applicable) and any information we receive from the Partner.

Table Service

- 11.3 You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell the Partner about (and the Partner agrees to) before you place your table service order. If you believe that the Products you have been provided with do not comply with these legal rights, please contact the Partner.

12. Our Liability to you

12.1 Nothing in these Terms of Service excludes or limits our liability for:

12.1.1 death or personal injury caused by our negligence;

12.1.2 fraud or fraudulent misrepresentation; and

12.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

12.2 We are not responsible for any loss or damage that you suffer as a result of your breach of these Terms of Service, or as a result of any IT hardware or software failure.

If you are a business

12.3 If you are acting for purposes relating to your trade, business, craft or profession, then subject to clause 12.1:

12.3.1 in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and

12.3.2 our total liability to you for any loss or damage arising out of or in connection with these Terms of Service, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

12.4 You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these Terms of Service.

If you are a consumer

12.5 If you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession (a "**consumer**") then, save as set out in clause 12.1, the following sub-clauses apply.

12.5.1 Nothing in these Terms of Service affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

12.5.2 We are not responsible for the information provided by our Partners on the Service.

12.5.3 You agree not to use the Service for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.5.4 Our total liability to you for any loss or damage arising out of or in connection with these Terms of Service, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

13. Privacy

13.1 We will process any personal data provided to us in connection with us providing the Service to you in accordance with our Privacy Policy, which can be reviewed [here](#).

14. Changes to these Terms of Service

14.1 We may make changes to these Terms of Service from time to time for any reason (for example, if there is a change in the law that means we need to change these Terms of Service). Please check these Terms of Service regularly to ensure that you understand the Terms of Service that apply at the time that you

use the Service, for example by placing an order. If you do not wish to continue using the Service following the changes to the Terms of Service, you can cancel your account and stop using the Service.

15. Other Important Information

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

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

16. Governing Law and Jurisdiction

These Terms of Service are governed by the laws of England and Wales. This means that your access to and use of the Service, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

You can bring proceedings in respect of these Terms of Service in the English courts. If you are a consumer who is resident in the UK or the European Union, you may bring any dispute which may arise under these Terms of Service to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are - with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms of Service to the competent court of your country of habitual residence if this is in an EU Member State, or otherwise the competent court of England.

If you are a consumer who is resident in the UK or the European Union and we direct the Service to you (and/or pursue our commercial or professional activities in relation to the Website) in the UK or the EU Member State in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

17. Contacting us

Please direct all complaints to the Partner you are attempting to or have placed an Order with, in the first instance. Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us at menudiguk@gmail.com.

Thank you.

Terms last updated [***]