

# Foodpenny General Terms and Condition

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# Foodpenny Terms and Conditions

## Legal Notice / Introduction

This page (together with our [Cookies Policy](#)) sets out the terms and conditions ("Foodpenny Terms", "FP Terms") on which we, Foodpenny Ltd ("we", "our", "FP" or "Foodpenny"), provide access to our website <https://www.Foodpenny.com> and any Foodpenny mobile application or other Foodpenny Services (FP Services) through which you order products (together, "FP Services").

Please read these FP Terms carefully before ordering any products using FP Services. By ordering products through using FP Services (whether now or in the future), you agree to be bound by these FP Terms. Use of the FP Services is also subject to these FP Terms.

We reserve the right to change these FP Terms from time to time by changing them on this page. We advise you to print a copy of these FP Terms for future reference. These FP Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our [Privacy Policy](#) and [Cookies Policy](#).

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website <https://www.Foodpenny.com> and any Foodpenny mobile application through which you access and use our FP Services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing and using our Website that may be developed from time to time).

"Comparison Result Page" / "Results Page" / Comparison Page" is provided by FP Services which will show you the customer a list of Takeaways/Restaurants that can cater for the meal.

By accessing any part of FP Services, you indicate that you accept these FP Terms. If you do not accept these FP Terms, you should leave the FP Services immediately, and you will not be able to order any products using FP Services.

Company Details: Foodpenny Ltd is a company registered in England and Wales under number 12327398 whose registered office is at 55 Grove Road, Harrogate, North Yorkshire, HG1 5EP.  
VAT Number: Our VAT number is GB 356 3274 89

## General Terms and Conditions

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Takeaway" / "Restaurant(s)" refers to the food outlet you wish to place an order with

"Foodpenny" / "FP" / "Us" / "We" / "Our" means Foodpenny Ltd,

Foodpenny Ltd is a company registered in England and Wales under number 12327398 whose registered office is at 55 Grove Road, Harrogate, North Yorkshire, HG1 5EP. FP are the operators of this Website/Application;

"Website" means [www.foodpenny.com](http://www.foodpenny.com)

"Application" means any Foodpenny mobile application, Sites & Services that you use for placing food orders.

## Product Orders

We provide a way for you to communicate your orders ("**Order**" or "**Orders**") for products ("**Product**" or "**Products**") to delivery or takeaway restaurants in the UK ("**Restaurant**" or "**Restaurants**" or "**Takeaway**" or "**Takeaways**") displayed on our Portals/ FP Services. The legal contract for the supply and purchase of Products is between you (the consumer) and the Restaurant that you place your Order with and we will conclude the sale of Products on behalf of, and as commercial agent for, the Takeaway/Restaurant in all cases.

We Foodpenny are an online portal website which acts as an interface between the consumer and the food providers listed on our platform/website. The legal contract for the purchase of the goods and food delivery service is between you (the customer) and the food provider (Takeaways) that you place your order with, we are acting only as a service, which provides you (the customer) information on which Takeaways can complete your order.

## Your Status

Capacity and age: By placing an order through any of our stated methods, you warrant that

- You are legally capable of entering into a contract with the Restaurant(s)
- You are at least 18 years old

## Allergens and Dietary requirements

While we do provide filters to help you (the customer) to view suitable Restaurant(s) / Takeaways, based on information provided by the Restaurant(s) and Takeaway(s), we are not responsible of the following:

- The way meal(s) are prepared by the Restaurant(s)
- The ingredients used by the Restaurants(s)
- Weekly & Monthly updates and maintenance

You should contact the Restaurant(s) directly to check that the meal is suitable for you, IF you have a specific food allergy or intolerance or a dietary requirement or doubt, before confirming your order with them.

## Promotions

Promotion is an offer provided by Foodpenny Ltd.

Any Promotions provided by Foodpenny are bound by the terms and conditions (FP Promotion Terms) at the time the promotion is confirmed.

Entrants are deemed to have accepted and agreed to be bound by these Terms and any Specific Terms upon entry.

Foodpenny reserves the right to replace the Promotion with an alternative promotion of equal or higher value if circumstances beyond Foodpenny's control makes it necessary to do so.

Please note that because of standard banking procedures, your bank or card issuer may initially "ring-fence" the amount of the Order payable, in your account for between 3 to 5 working days (or longer, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period.

You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to delay by your bank or card issuer in the release of funds back into your account.

## Friday Foodpenny Promotional Offer

- The promotion is run by Foodpenny Ltd and is in no way sponsored, endorsed, or administered by Twitter, Facebook or any other social media site.
- This promotion runs from 5pm until 10pm. Starting from Friday 15<sup>th</sup> January 2021 and every Friday After up to and including Friday to 12<sup>th</sup> February 2021.
- This promotion offers £10.00 off the total basket value off the order, with a minimum spend of £10.00 on the Foodpenny app (excluding service fee).
- The promotion is limited to 100 customers for the specified promotional date.
- This promotion is open to individual residents of UK aged 18 or over.
- This promotion is only available from a given date set by Foodpenny Ltd.
- Foodpenny reserves the right to withdraw the Promotion at any time without prior written notice and/or to alter or amend these terms and conditions at any time.
- This Promotion is not refundable, exchangeable, replaceable, redeemable or transferable for cash under any circumstances.
- Offer available at Takeaway/Restaurant who are registered partners of Foodpenny.
- Any personal data that is collected will be processed in accordance with applicable UK data protection legislation. For further information on our Privacy Policy please go to <https://foodpenny.com/data-usage-policy>
- These terms and conditions and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with these terms and conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.
- Please refer to our general terms and conditions <https://foodpenny.com/terms-conditions-use>

## Ordering:

Once you have selected your cuisine (i.e food type), you will then be required to create a meal you wish to order from the menu, including any your allergen and special dietary requirements. You will be given an opportunity to select which Takeaway/Restaurant to place your order with from our 'Comparison Result Page'. It is important that you check all the information that you enter and correct any errors before placing your order with the chosen Takeaway/Restaurant; once you place your order and make payment, you will be entering into a contract with the Takeaway/Restaurant and errors cannot be corrected thereafter.

Please do make sure the email address you provide is correct and your mailbox is in proper working order, as all correspondence regarding your order is sent to this email address. Your contact number would need to be provided as you might be contacted by the Takeaway/Restaurant if necessary if there are any issues with your order.

All food/meal preparation and deliveries are the sole responsibility of the Takeaway/Restaurant accepting the order.

Please be aware that the Takeaway/Restaurant will do everything they can to meet the delivery time you specified, however delivery times may be affected by factors beyond their control and therefore cannot be guaranteed. The Takeaway/Restaurant will inform you if they are facing any unexpected delay.

Where you have not logged in or created an account previously, then you may have the option to continue with using our platform as a guest. By using our platform as a guest, you will be able to compose your menu and select the desired Takeaway/Restaurant to order from, but will not be able to complete your order until you have completed registration.

### **Amending or cancelling your Order:**

Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund.

If you wish to amend your order please contact the Restaurant directly, but we cannot guarantee your request will be accepted as food processing may already be underway.

### **Payments:**

All payments made through FP Services are handled by MangoPay. FP Services do not hold any financial details relating to you the customer.

For more information relation to MangoPay Terms please visit [https://www.mangopay.com/terms/PSP/PSP\\_MANGOPAY\\_EN.pdf](https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf)

Once your order has been accepted, an agreement between you (the customer) and the Takeaway/Restaurant will be created. The Takeaway/Restaurant has sole responsibility for this order. You will pay for your order by either a credit or debit card on our (FP Services) then the transaction is processed and authorised by MangoPay.

All prices are quoted in British (Sterling) Pounds and are inclusive of VAT. Delivery and/or card charges are calculated per order and based on the policy of the individual Takeaway/Restaurant. Prices are subject to change and all goods are subject to availability.

Where any payment you make is not authorised, your Order will not be processed or communicated to the relevant Takeaway/Restaurant.

### **Compensation / Disputes**

All disputes/complaints are dealt directly with the Takeaway/Restaurant. This is because the legal contract for the supply and purchase of the Meal is between you and the relevant Takeaway/Restaurant that you place your Order with.

We have no control over the Takeaway/Restaurant(s) quality/Product/service they provide and we are not able to provide, and have no responsibility / liability for providing any compensation to you on behalf of any Takeaway/Restaurant(s).

Any dispute is required to be registered with the Takeaway/Restaurant within 6 hours of the original order from that Takeaway/Restaurant. They the Takeaway/Restaurant have the responsibility to respond / reply to the dispute in a timely manner. Foodpenny Ltd have no control over the Takeaway/Restaurant resolution of the raised dispute.

### Takeaway/Restaurant actions:

The legal contract for the supply and purchase of meal is between you (the customer) and the Takeaway/Restaurant that you place your Order with. We have no control over the actions or omissions of any Takeaway/Restaurant. Without limiting the generality of the foregoing, you acknowledge that by using FP Services, you accept the following:

- We do not give any guarantee that the meal ordered from any Takeaway/Restaurant through our FP Services will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
- Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Takeaway/Restaurant can guarantee that Orders will be delivered or will be available for collection within the estimated times.
- We encourage all our Takeaway/Restaurant to accept all Orders and to advise any rejection promptly to you, the Customer. You will be notified (generally by email) as soon as reasonably practicable if a Takeaway/Restaurant rejects your Order.
- We do not guarantee that Takeaway/Restaurant will accept and fulfil all Orders. The Takeaway/Restaurant have the discretion to reject Orders at any time because they are too busy, due to weather conditions or, for any other reason.
- Takeaway/Restaurant will not be obliged to deliver an Order to an address outside of its set delivery radius, which may change from time to time.
- The foregoing disclaimers do not affect your statutory rights against any Takeaway/Restaurant.

### Prices and Discounts on Takeaway/Restaurant Comparison Result Page

We will provide you with prices through our Comparison Result Page, based on the information that you have inputted when using our FP Services, which involves selecting meals from our cuisine generated menu.

The Prices shown on our “Comparison Result Page” are live prices for your chosen meal, as such may differ when revisited, at another time in the future.

We have no control over the prices and discounts shown on the “Comparison Result Page”, as these are provided by the Takeaway/Restaurant(s).

### Review / Feedback

If you are unsatisfied or satisfied with the meal you have received from the Takeaway/Restaurant you have ordered from, you can provide feedback to them via our feedback page. Feedback will be accepted if the following conditions are not breached:

- Contain any defamatory, obscene or offensive material
- Promote violence or discrimination
- Infringe the intellectual property rights of another person;
- Breach any legal duty owed to a third party (such as a duty of confidence);
- Promote illegal activity or invade another's privacy;
- Give the impression that they originate from us; or
- Be used to impersonate another person or to misrepresent your affiliation with another person.

We at Foodpenny have the right to remove reviews if they fail to abide with the above.

## Intellectual Property

We are the owner or the licensee of all intellectual property rights belonging to FP, in our Platform/Website and in the material published on it. This includes, but is not limited to, all trademarks, logos, business names, trading names, design rights, database rights, copyright and any other intellectual property rights.

You may print, download or store extracts from our website provided always that:

- It is used solely for your personal, non-commercial use;
- You will not copy, transmit or distribute them without our prior written approval;
- All copies must retain any copyright or other intellectual property notices contained within the original material;
- You acknowledge that all images displayed on our website are protected by copyright and may not be reproduced or appropriated in any manner without the prior written consent of their respective owner(s);
- No logos, trade marks or service marks displayed on our website may be printed or downloaded, except as part of the text of which they form part;
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, logos, designs or any graphics separately from any accompanying text; and
- Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our FP Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (in whatever format). Failure to comply will lead to prosecution according to the local and National law of where the breach has occurred.

## Updates to this Terms and Conditions

We may update these terms and conditions at any time and such updated Privacy Policy shall apply to your use of our FP Services after any change has been made and posted.

For information please click – [Privacy Policy](#) & [Cookie Policy](#) which can also be found on [www.foodpenny.com](http://www.foodpenny.com).

## Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control in particular in relating to a Force Majeure Event.

A “Force Majeure Event” includes any act, event, non-occurrence, omission or accident beyond 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, 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; and
- f. the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under these Terms is deemed to be suspended for the period that any 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 any Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.