
TERMS AND CONDITIONS – FOR RESTAURANTS

Last updated on 19 November 2008

BACKGROUND:

This agreement applies as between you, the User of this Web Site or Purchaser of our services and OrderOnlineNow, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site or signing our order form. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our making your menu live on the OrderOnlineNow web site. You may print these terms and conditions out for your own use only.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Carrier”	means any third party responsible for transporting purchased Goods from our Premises to customers;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Goods”	means any products that OrderOnlineNow advertises and / or makes available for sale through this Web Site;
“OrderOnlineNow”	means OrderOnlineNow.co.uk
“Service”	means collectively any online facilities, tools, services, menus or information OrderOnlineNow makes available through the Web Site either now or in the future;
“Payment Information”	means any details required for the purchase of goods or services from or through this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchaser”	means any person or business buying goods or services from OrderOnlineNow from or through this Web Site;
“Purchase Information”	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
“Premises”	Means our place(s) of business located at The Old Barn, Bridge Farm, Bethersden.TN26 3LE;
“System”	means any online communications infrastructure that OrderOnlineNow makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities, fax, sms and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by OrderOnlineNow and acting in the course of their employment; and

“Web Site” means the website that you are currently using (OrderOnlineNow.co.uk) and any sub-domains of this site (e.g. subdomain.OrderOnlineNow.co.uk) unless expressly excluded by their own terms and conditions.

2. **Business Customers**

These Terms and Conditions apply to business customers/restaurants only. If you are a non-business customer or wish to order through the web site, then you should consult the web sites User Terms and Conditions.

3. **International Customers**

If Goods are being ordered from outside OrderOnlineNow's country of residence, import duties and taxes may be incurred once the Goods reach their destination. OrderOnlineNow is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and OrderOnlineNow gives no guarantee that the packaging of the Goods will be free of signs of tampering.

4. **Intellectual Property**

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of OrderOnlineNow, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by OrderOnlineNow.

5. **Third Party Intellectual Property**

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

6. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

7. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of OrderOnlineNow or that of our affiliates/partners. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of

them.

8. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site OrderOnlineNow.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of OrderOnlineNow except Business partners of OrderOnlineNow who are granted that permission. To find out more please contact us by email at info@OrderOnlineNow.co.uk.

9. **Use of Communications Facilities**

9.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

9.1.1 obscene or vulgar language must not be used;

9.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 Content that is intended to promote or incite violence or terrorist activity must not be submitted;

9.1.4 it is advised that submissions are made using the English language as we are unable to respond to enquiries submitted in any other languages;

9.1.5 the means by which Users identify themselves must not violate these terms of use or any applicable laws;

9.1.6 Users must not impersonate other people, particularly employees and representatives of OrderOnlineNow or our affiliates/partners; and

9.1.7 our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that OrderOnlineNow reserves the right to monitor any and all communications made to us or using our System.

10. **Accounts**

10.1 In order to add a Restaurant, Users are required to create an Account which will contain certain personal details which may vary based upon a User's use of the Web Site. By continuing to use this Web Site you represent and warrant that:

10.1.1 all information you submit is accurate and truthful;

10.1.2 if you are buying on behalf of your employers, you have the authority to provide Payment Information where any such authority is required; and

10.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. OrderOnlineNow accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact OrderOnlineNow immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are

dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, OrderOnlineNow accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.

- 10.4 When choosing a username Users are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

11. Termination and Cancellation

- 11.1 Either OrderOnlineNow or a User may terminate an Account. If OrderOnlineNow terminates your Account, you will be notified by email or fax and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 11.2 If OrderOnlineNow terminates an Account, any current or pending purchases or orders on your Account will be cancelled and will not be dispatched.
- 11.3 OrderOnlineNow reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.
- 11.4 If purchases are cancelled for any reason prior to dispatch Purchasers will be refunded any monies paid in relation to those purchases.
- 11.5 If a User terminates their Account any non-dispatched purchases will be cancelled and a full refund of any monies paid in relation to those purchases will be paid through the payment method used when the Goods were purchased.

12. Payment

- 12.1 Any and all invoices are due for payment by direct debit or credit card 10 days after date of invoice, unless alternative arrangements have been agreed between the Purchaser and OrderOnlineNow.
- 12.2 Interest will be charged on a daily basis, commercial interest at 5% above the base rate of the Bank of England obtaining at the time. Any invoice outstanding after 28 days will incur a £25 account charge and suspended from OrderOnlineNow.co.uk which means not receiving orders.

13. Goods, Pricing and Availability

- 13.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from OrderOnlineNow correspond to the actual Goods, OrderOnlineNow is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.
- 13.2 Where appropriate, you may be required to select the required [size] [model] [colour] [number] [other features] of the Goods that you are purchasing.
- 13.3 OrderOnlineNow does not represent or warrant that such Goods will be available. Stock indications are not provided on the Web Site
- 13.4 All pricing information on the Web Site is correct at the time of going online. OrderOnlineNow reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated with the restaurateur on a regular basis. If the menu changes, it is the responsibility of the restaurateur to inform OrderOnlineNow or its partners.
- 13.5 In the event that prices are changed during the period between an order being placed for Goods and OrderOnlineNow processing that order and taking payment,

you will be contacted prior to your order being processed with details of the new price;

13.6 All prices on the Web Site include VAT. OrderOnlineNow's VAT number is 762 3344 37 .

14. **Property, Risk and Account of Profits**

14.1 Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by OrderOnlineNow. Title remains with OrderOnlineNow until payment is complete.

14.2 If the Purchaser sells the Goods on to its own customers in any form, either as purchased from OrderOnlineNow or forming a component part of a larger Good, and any amount of the purchase price payable to OrderOnlineNow remains outstanding, the Purchaser must account to OrderOnlineNow for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for OrderOnlineNow until payment has been received in full by OrderOnlineNow.

14.3 OrderOnlineNow reserves the right to trace all proceeds under the principles of *Re Hallett's Estate* (1880) 13 Ch D 696. Once the payment date has passed, if any sums remain outstanding, OrderOnlineNow has the right to enter the Purchaser's premises and remove any Goods which, by virtue of Clause 14.1, remain the property of OrderOnlineNow.

15. **Table reservations, Food, Orders and Delivery**

15.1 OrderOnlineNow will notify you by way of email or fax or both of any table reservations or food order placed through the web site. The message will contain customer details, order/reservation details and time of their requirements/delivery or collection times.

15.2 OrderOnlineNow is acting purely as agent, putting online customers in touch with restaurants and is therefore not responsible for the quality of goods or services received. The quality of goods and service is the responsibility of the restaurant and any complaints, requests, or issues arising from the quality of food or service will be directed to the restaurant whose contact details are provided by confirmation email to the user reserving the table or ordering the food.

15.3 OrderOnlineNow does not accept any liability for the description or content of any dish described in any menu or ordered using the service.

15.4 All food preparation and deliveries are the sole responsibility of the restaurant accepting the order. Please be aware that the restaurant should do everything they can to meet the delivery/collection time specified on the order. The restaurant must inform the customer of any unexpected delays.

15.5 Pursuant to the Licensing Act 1964, it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18. Cigarettes are not for sale to minors under the age of 16. Orders containing either alcohol or cigarettes should not be accepted from minors. OrderOnlineNow will not accept orders from minors in contravention of this clause and does not accept responsibility for the actions of restaurants if they violate this law.

15.6 OrderOnlineNow will send a weekly summary of orders. If OrderOnlineNow receives no communication from you, within 5 days of statement delivery, regarding any problems with the accuracy of the statement, you are deemed to have received all bookings and orders detailed on the statement with no problems.

15.7 The ratings contained on this site are for informational purposes only, they do not constitute advice. Ratings are the opinions of registered members and any

statements, advice or opinions made by such members are those of such members only. OrderOnlineNow does not accept responsibility for the comments made by members. Members are advised not rely on ratings to make (or refrain from making) or take (or refrain from taking) any action. OrderOnlineNow reserves the right not to publish or remove comments and ratings that are misleading or defamatory to OrderOnlineNow or any of the users.

16. **Marketing**

- 16.1 OrderOnlineNow will market the web site, and all the restaurants listed on the web site to create demand and stimulate the market for its products and services.
- 16.2 Methods of marketing will include, but is not limited to: leaflet distribution, magazines, flyers, adverts, radio and online advertising: including Google Search Engine Optimisation and pay per click (PPC).
- 16.3 Pay per click advertising may use names, brand names and descriptions of the listed users, who grant OrderOnlineNow the right to use those terms whilst listed on the site.

17. **Returns Policy & Complaints**

OrderOnlineNow aims to always provide a high quality service that is fault free and undamaged. OrderOnlineNow is not responsible for the food or service provided by individual restaurants that we pass reservations and orders to.

- 17.1 If a user returns or complains about food quality or the service provided by a restaurant, it is the responsibility of the restaurant to resolve that problem.
- 17.2 If an order or reservation is sent to the restaurant by mistake, we will not charge commission on that order.
- 17.3 Complaints against OrderOnlineNow must be made with 24 hours using the contact form on the web site. We take all complaints seriously and will endeavour to reply to any complaint within 3 working days.
- 17.4 If we cannot resolve complaints in a timely manner, we will suggest the use of the Safebuy mediation service.

18. **Privacy**

Use of the Web Site is also governed by our [Privacy policy](#) which is incorporated into these terms and conditions by this reference

19. **Disclaimers**

- 19.1 OrderOnlineNow makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 19.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 19.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

20. **Changes to the Service and these Terms and Conditions**

OrderOnlineNow reserves the right to change the Web Site, its Content or these Terms and

Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time the Web Site is used by them following the changes. If OrderOnlineNow is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

21. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

OrderOnlineNow accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

22. **Limitation of Liability**

22.1 To the maximum extent permitted by law, OrderOnlineNow accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

22.2 Nothing in these Terms and Conditions excludes or restricts OrderOnlineNow’s liability for death or personal injury resulting from any negligence or fraud on the part of OrderOnlineNow.

22.3 Nothing in these Terms and Conditions excludes or restricts OrderOnlineNow’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.

22.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

23. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

24. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

25. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@OrderOnlineNow.co.uk. Such notice will be deemed received 5 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

26. **Law and Jurisdiction**

These terms and conditions and the relationship between you and OrderOnlineNow shall be governed by and construed in accordance with the Law of England and Wales and OrderOnlineNow and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.