

Terms and Conditions for users of OrderOnlineNow

Last updated on October 30, 2008

Introduction

You may access most areas of this website without ordering or registering your details with us. You must be over 16 years of age to use our service (18 if you order alcohol or cigarettes).

This website is owned and operated by OrderOnlineNow.

When you visit our website you are required to accept the terms and conditions listed below in return for receiving information about our company, services and any other business information supplied. By accessing any part of this website, you indicate you accept this notice. If you do not accept you must leave this website immediately.

OrderOnlineNow reserves the right to make changes to these terms and conditions at any time and it is your responsibility to check here for the valid terms and conditions.

You may also be bound by the terms and conditions of the individual restaurants and businesses listed on this website which are separate and unrelated to OrderOnlineNow's. It is your responsibility to make sure you abide by those conditions.

Other than personally identifiable information, which is covered under the privacy policy, any material you transmit or post to this website will be considered non-confidential and non-proprietary. OrderOnlineNow will have no obligations with respect to such material. OrderOnlineNow and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use that material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

The terms of use of this site do not affect your statutory rights as a consumer.

While OrderOnlineNow tries to ensure information on this website is correct, we do not promise it is accurate or complete. OrderOnlineNow 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 The material on this website may be out of date and OrderOnlineNow makes no commitment to update that material.

You may not misuse the website (including by hacking).

OrderOnlineNow will fully co-operate with any law enforcement authorities or court order requests directing us to disclose the identity or location of anyone posting any material in breach of our terms of use or law.

The material on this website is provided without any conditions, warranties or any other terms. OrderOnlineNow provide you with this website on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms (including any conditions implied by law which but for this legal notice might apply in relation to this website).

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

"OrderOnlineNow, "We", "Us", or "Our" means:

OrderOnlineNow
Registered in England and Wales at:
The Old Barn. Ashford Road. Bethersden. Kent. TN26 3LE.
VAT number: 762 3344 37

Information supplied in our web pages has been prepared with care and is accurate to the best of our knowledge, this information being honest, decent and legal from the date of creation. You agree that information or material accessed or downloaded through our web pages for personal or private use is done so entirely at your own risk and that you accept responsibility for any damage to hardware or software or data loss even if we are aware of the possibilities of such damage.

Purpose

OrderOnlineNow is an online table reservation and takeaway food ordering service for restaurants.

It allows customers to search for local restaurants, view their latest online menus and either: - have their order cooked ready for collection, have their meal delivered to their door or make a table reservation.

By joining, members can view their order history; rate past orders, introduce friends and restaurants.

Disclaimers and Limitation of Liability

To the extent permitted by law, OrderOnlineNow provides this site and content on an "as-is" and "as available" basis. We make no representation or warranty of any kind, express or implied, regarding the content or availability of this site; or that it will be timely or error-free; that defects will be corrected; or that the site or server that makes it available are free of viruses or other harmful components. Access to this website may be suspended temporarily without notice.

Subject to the previous paragraph, neither OrderOnlineNow nor its directors, officers, agents, employees or contractors shall have any liability for any direct, indirect, special or consequential losses or damages (including without limitation, damages for loss of business or loss of profits), arising in contract, tort or otherwise from the use or inability to use this site.

Nothing in these terms shall exclude or limits liability for death or personal injury resulting from our negligence or that of our agents or employees.

Intellectual Property

All copyright, trade marks and other intellectual property rights in this site and its content (including without limitation the site design, text, graphics, logos, icons, images and all software, databases and source code connected with the site) are owned by or licensed to OrderOnlineNow or otherwise used by OrderOnlineNow as permitted by law.

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Any rights not expressly granted in these terms are reserved. The entire contents of OrderOnlineNow are copy protected with all rights reserved and remain our property.

Indemnity

You must indemnify and hold harmless OrderOnlineNow, its directors, officers, employees, agents, vendors, advertisers, partners and suppliers and keep them indemnified against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from your access to and use of this site, any breach or violation of the terms of use of this site, or your violation of any law or your violation of the rights of any third party.

Availability

While OrderOnlineNow will try and ensure the website is available 24 hours a day, we will not be liable if the site is unavailable at any time or for any period. We will normally notify customers in advance of any service unavailability, however, this cannot be guaranteed and we reserve the right to alter or withdraw the service at any time. Access to this website may be suspended temporarily without notice.

Third Party sites

This site may contain links to other websites not under the control of OrderOnlineNow. OrderOnlineNow is not responsible for the practices, content or availability of such websites. We provide the links as a convenience only and any link does not imply endorsement of, sponsorship of, or affiliation with the linked site. If you decide to access linked third party websites, you do so at your own risk, and we will not be held responsible or liable for any loss or damages caused by use of or reliance on any contents, goods or services available on such websites.

You may provide a non-framed link to this site from any other business or service website but not in any way which gives the impression that we are associated with or have approved such other site, unless expressly agreed to by ourselves in writing.

Limitations of Use

The site is designed for persons located in the UK. We make no representation that any information, materials or functions included in this site are appropriate for use in any other jurisdiction.

You must be over 16 years of age to use our service (18 if you order alcohol or cigarettes). Also, you agree not to impersonate any other person or entity or to use a false name or a name you are not authorised to use. You are not allowed to register multiple memberships. Violation of this clause may result in termination of your membership.

By using this site, you warrant that any personal information provided is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to your personal information by updating your member profile on the site or contacting us.

Members' passwords should be kept confidential at all times, and must not be shared or disclosed to anyone. You are responsible for all activities and orders that occur or are submitted through your membership. If you know or suspect that someone has knowledge of your password then you should contact us immediately.

You may not use the site for any unlawful or unauthorised purpose, including without limitation:

- Distributing any unlawful, libelous, abusive, threatening, harmful, obscene or otherwise objectionable material
- Transmitting material that constitutes a criminal offence, results in civil liability or otherwise breaches any laws, regulations or codes of practice
- Interfering with any other persons use or enjoyment of the site
- Damaging, disabling or impairing the operation of this site or attempting to gain unauthorised access to this site or to networks connected to it, through hacking, spoofing or other such similar means

Feedback and User Submissions

We do not solicit nor wish to receive any confidential or proprietary information from you. Nor do we wish to receive any creative materials, ideas or suggestions other than those we specifically request.

If you do send to us by email or otherwise, any communication or material, you represent and warrant that the information and material is original to you, and you will be deemed to have granted us a perpetual, world-wide, royalty-free license to use such communications or material in any way we see fit and we will be free to use any such material or information contained in communications you send for any purpose whatsoever.

Placing an order

OrderOnlineNow will make its best efforts to deal with third parties that are reputable, reliable and provide quality products and services. However OrderOnlineNow does not accept responsibility or liability for the quality or quantity of any goods served, delivered by or collected from any third parties. It is the responsibility of the customer to thoroughly check the supplied goods before agreeing to pay for any meal/order.

It is the responsibility of the customer to ensure delivery address details are correct and detailed enough for the delivery driver to locate the address in adequate time. You must always provide a valid contact number and email when ordering online. Please provide additional delivery instructions in the relevant section on our checkout page. In the event that your address cannot be found, undelivered orders will be chargeable.

When you place your order you will be supplied with a confirmation email which includes the contact number for the business you are making a reservation at/ordering from. Your contract for the supply of goods is with the relevant restaurant or business, not OrderOnlineNow. Any further communication in regards to your reservation/order should be communicated directly to the supplier you are ordering from.

Acceptance of your order will only occur when we send you an email confirming the restaurant has received your order. The restaurant or business may ring and confirm your reservation/order or, if they are unable to fulfill your reservation/order you will receive a phone call stating that your reservation/order has been declined. If you need to cancel your order or have any queries after placing your order, call the restaurant directly.

Please 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 address.

All food preparation and deliveries are the sole responsibility of the restaurant accepting the reservation/order. Please be aware that the 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. We will inform

you if we become aware of an unexpected delay. All questions regarding goods shown on this site should be directed to the relevant restaurant.

If you submit your credit card details to pay for an order, we will send those details to the restaurant in a secure manner. The restaurant will charge you for your food. OrderOnlineNow will not store your credit card details or transmit them to anyone other than your chosen restaurant. OrderOnlineNow will not be held responsible for any consequential loss resultant from any fraudulent use of the credit card.

Members can track the progress of their order and past orders by viewing their OrderOnlineNow Order History.

Users are prohibited from making false orders through our website. The use of cookies are used to monitor I.P. addresses as stated in our privacy policy in order to blacklist any computers which OrderOnlineNow suspects of being used to commit false delivery requests. OrderOnlineNow reserves the right to seek compensation through legal action for any losses incurred as the result of hoax delivery requests and will prosecute to the full extent of the law. OrderOnlineNow accepts no liability for damages or losses incurred by the use or inability to use this or any affiliated website.

Alcohol and Cigarettes

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 18. Orders containing either alcohol or cigarettes can therefore not be accepted from minors.

Payment

Once your order has been accepted, this represents an agreement between you the customer and the restaurant. The restaurant has sole responsibility for this order. Payment is made directly to the restaurant fulfilling the order. If you have chosen to pay with credit or debit card then we will send your card details securely with the order for processing.

All prices are inclusive of VAT and quoted in British (Sterling) Pounds.

Delivery charges are calculated per order and based on the delivery policy of the individual restaurant. Any delivery charges will be displayed clearly in your order summary.

Prices are subject to change and all goods are subject to availability.

Cancellation

You have the right to cancel an order up to the point the order is sent to the restaurant. Normally, this is approximately 45 minutes before the time you requested delivery or collection of the order. After the order has been sent to the restaurant, please phone the restaurant directly to make changes or cancel the order. The restaurants phone number is on the confirmation email.

OrderOnlineNow and our partner restaurants reserve the right to cancel any orders, before or after acceptance, and will notify you immediately of any such cancellation. While every effort is made to ensure accurate pricing and descriptions are maintained we reserve the right to cancel any order based on inaccurate information.

Food and Allergies

OrderOnlineNow is acting purely as agent, putting online customers in touch with independent suppliers. The quality of goods and service is the responsibility of the retailers and any complaints, requests, or issues arising from the quality of food or service, is to be directed to the supplier whose contact details are provided on the final confirmation email. If you are concerned about the content of any dish please check directly with the restaurant before ordering your food.

Food may contain nuts or GM products. If you are concerned, please check directly with the restaurant before ordering your food. Certain food ingredients or other substances are the cause of allergies or intolerance in some people. Customers, who have, or suspect they may have, allergies or intolerance should check directly with the restaurant before ordering your food.

Government advice on foods that pregnant women should avoid includes but is not limited to: soft mould-ripened cheese, such as Camembert, Brie and blue-veined cheese, pâté, uncooked or undercooked ready-prepared meals,

raw eggs and food containing raw or partially-cooked eggs. If you are concerned about any item, please check directly with the restaurant before ordering your food.

Vegetarian items on the menu may be identified by the relevant symbol. Whilst care is made at all restaurants to prevent cross contamination, an absence of cross-contamination cannot be 100% guaranteed.

OrderOnlineNow does not accept any liability for the description or content of any dish ordered using our service.

Please eat healthily and sensibly.

Member Ratings

The ratings contained on this site are for informational purposes only and do not constitute advice. Ratings are the opinions of registered members and any statements, advice or opinions made by such members are those of the member only. Members are invited to return to OrderOnlineNow and rate their meal. We will ask about the quality of the food, the ordering experience, was the meal good value and how the service rates.

Members hold freedom to express themselves in their feedback. All feedback must be accurate. Although your intellectual freedom is respected, OrderOnlineNow reserves the right to remove from our web site any material deemed threatening, immoral, racist, inaccurate, malicious, defamatory, in bad taste or illegal. We reserve the right not to publish or remove comments and ratings that are misleading or defamatory to OrderOnlineNow or any of the suppliers or restaurants.

You should not rely on ratings to make (or refrain from making) or take (or refrain from taking) any action.

Termination

We reserve the right to decline a new registration, terminate your right to link to the site, remove you as a user of this site, and/or prevent any further use if you violate any of the terms of use. If we consider there to be a risk of liability or loss to our partners, or us we may take any action deemed necessary to prevent such a liability or loss from occurring.

If we terminate your right to link to the site you must cease linking to the site immediately. Any person who holds a suspended or terminated membership must not order from or re-join this site without our prior written consent. We reserve the right to assign or sub-contract any or all of our rights and obligations under these terms.

Please note we have the ability to trace your IP address, and if necessary, contact your ISP in the event of a suspected breach of these terms of use.

Enforceability

If any part of these terms of use is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any of the remaining provisions of these terms of use.

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Complaints

All complaints for the supply of food or services should be directed to the relevant supplier/restaurant.

Complaints against OrderOnlineNow must be made with 24 hours using the contact form on the web site. We take all complaints seriously and will endeavor to reply to any complaint within 3 working days.

If we cannot resolve complaints in a timely manner, we will suggest the use of the Safebuy mediation service.

Governing Law

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

We recommend you print a copy of these terms of use for your future reference. A link is provided for you to do so.

If you have any questions regarding these terms of use or any aspect of our service please contact us.