

For Vendors

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR APP

These terms tell you the rules for using the Belly Full online application and the website www.belly-full.co.uk (“our App”).

WHO WE ARE AND HOW TO CONTACT US

Our App is operated by Belly Full Ltd (“we”). We are registered in England and Wales under company number 10724343 and we have our registered office at Phoenix House, Phoenix Industrial Estate, Rosslyn Crescent, Harrow, England, HA1 2SP.

Our VAT number is GB308127915

To contact us, please email info@belly-full.co.uk.

BY USING OUR APP YOU ACCEPT THESE TERMS

By using our App, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our App.

We recommend that you print a copy of these terms for future reference.

In addition, our [Privacy and Cookie Policy](#) also applies to your use of the App. This policy sets out the terms on which we process any personal data we collect from you, or that you provide to us, as well as all information about the cookies on our App.

OUR SERVICE

We operate our App in order to better connect students with food vendors and restaurants, who are committed to providing students with exclusive, good value food choices. In order to use our service, students need to create an account with us and have an active subscription with us (the “**Students**”) and then once online, interactive menus allow them to build and submit orders at the click of a button.

By using our App, you warrant and undertake to us that, if you are an individual, you are over 18 years’ old.

REGISTRATION AND ONBOARDING

In order for you to feature on our App, you need to create an account with us. You must complete all of the mandatory fields on the account registration form.

Once you have registered on the App, our team need to carry out various onboarding checks on you. This process should take around 10 days, during which time you commit to provide us with all reasonable assistance. During this onboarding process, you are permitted to feature on our App and provide services to Students, but in the event, in our opinion, you do not satisfy our onboarding requirements we have the right to remove you from our App immediately your right to use our App will cease immediately.

If you are successfully onboarded, we will send you an email and a Belly Full welcome pack. From this point only, you may refer to yourself as an “Authorized Belly Full Vendor”. No other wording or description as to your relationship with us or our App is permitted.

COMPLIANCE

By registering with us and using our App, you warrant and undertake to us that:

- you have and will maintain all necessary registrations, authorisations, licences, approvals and certifications (“**Consents**”) in order to run your business and to supply food to the public in the way envisaged by these terms. You will notify us in writing immediately if any of the Consents are revoked or suspended, or you are otherwise unable to rely on or benefit from such Consents for any reason;
- you are not a party and will not enter into any agreement which would be breached by, or under which any default would occur as a result of, you agreeing to be bound by these terms, performing any of these terms or generally running your business;
- if your business, name, brand or logo is or becomes subject to any license or franchise arrangements, you confirm that you have obtained or will obtain any required Consents from any licensors or franchisors for the use and inclusion on the App of such business, name, brand or logo;
- you comply, and will at all times comply, with all laws and regulations in the running and operating of your business (in particular but not limited to those relating to VAT, food standards, hygiene and safety, as well as environment, health and safety) and you will provide us with reasonable evidence of such compliance on request, and

you shall be responsible for and shall indemnify us, our employees and agents (“**those indemnified**”) from and against all loss, liability, claims and expense (including legal costs and expenses) reasonably incurred or suffered by any of those indemnified in respect of a breach by you of these warranties.

MEALS AND MENUS

By using our App, you agree to make certain meal choices available to purchase by Students via our App (the “**Meals**”). You must upload the details of your Meals to your “Profile” page on the App, giving an accurate description of the meal and all necessary dietary information relating to it. It is your responsibility alone to provide accurate and detailed descriptions and dietary/allergen information. We accept no liability as a result of incomplete, inaccurate or misleading information on our App.

By uploading the Meals to our App, you agree that such Meals must be and are exclusively available on our App and that you are not offering such Meals anywhere else for commercial purposes (including at your own business premises).

Your online menu must contain a minimum of 5 Meal choices (minimum upload of three 1-token meals) and your online menu must be uploaded and maintained on the App within 2 weeks of you signing up to the App.

As part of their subscription to the App, Students will buy packages of tokens from us and redeem these as payment for meals offered online by our portfolio of food vendors and restaurants (the “**Vendors**”).

Each individual Meal will be marketed and sold to Students at the cost of either one or two tokens set by you. If Students choose to purchase more than one Meal, then multiple tokens will need to be redeemed (i.e. one or tokens per Meal).

OFFERS

If you decide to make any of your Meals available on the App as part of an offer (i.e. for value other than one or two tokens per Meal), then you must provide full details of the offer on the App and stipulate any restrictions which apply to the availability of such offer.

You shall ensure that any offers made available by you via our App, comply with all and any regulations and/or guidance published by the Advertising Standards Authority, including the CAP Code, as well as any other law or regulation relating to advertising, marketing and/or pricing.

Please note that we are unable to accept the redemption of fractions of tokens.

PAYMENT

In respect of each Meal purchased by Students and provided by you via our App (each a “**Purchase**”), we shall pay you £3.00 for every 1 token meal redeemed and £4.50 for every 2 token meal redeemed (“**our Fee**”).

We will keep a record of how many Purchases there have been each month (if any). We will pay you our Fee (if any) based on the number of Purchases in the 14 days before our Scheduled Payment Dates. Our Scheduled Payment Dates are on the 5th and 20th of each month. Please note that the exact payment date may be subject to change.

All of our prices include VAT and are in GBP.

We have appropriate technical and organisational measures in place in order to comply with the DPA and, when in force, the GDPR when storing your data including financial data. These have been assessed by us as appropriate for the level of risk involved.

You can change your payment details by visiting the “Profile” page and clicking on the "Business Profile/Info" link. If a payment is not successfully settled, and you do not change your direct debit details or cancel your account, we may suspend your access to the App until we have obtained payment information. When you update your direct debit details, you authorise us to continue charging the updated details, and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates and late payments to you.

You shall be solely responsible for self-assessing, claiming and remitting all applicable taxes in respect of payments made to you by us under these terms of use.

FOOD AND SERVICE STANDARDS

In fulfilling orders through our App, you must act with all professional skill and care.

We expect a good standard of food from you and the preparation, handling or cooking of food remains your sole responsibility. We are not liable for the quality of food or other goods, the portion size, or any complaint arising out of the perceived status of the food or other goods including any alleged cases of food poisoning.

Students should, and will be directed by us, to liaise with you directly in the event that there is a complaint based on the standard of the food, including in cases of alleged food poisoning. You alone shall be responsible for any refunds and/or compensation arising out of such complaints (including if the FSA determines that a case of food poisoning has occurred).

All questions from Students regarding your Meals and/or services, should be dealt with directly between you and the Students.

In the event that we have any concerns regarding the number of complaints raised against you and/or any concerns regarding the safety or quality of the food provided by you, then we reserve the right to terminate our agreement with you with immediate effect and withdraw your access to our App.

You agree that we shall have the right to inspect your premises on no less than 24 hours’ notice in order for us to satisfy ourselves of your compliance with these terms of use or for any other reasonable purpose.

FOOD ORDERS

If a Student submits an order for your Meal(s) on our App (an “**Order**”), we will send you the details of the Order via Push Notification. Once you have received the details of the Order, you will have the option to either accept or decline the Order.

In order to accept an Order, you need to click the “Accept” button and select the fulfilment time. This information will be passed on, by us, to the Student. Once you accept an Order, an agreement is formed between you and the Student.

During your confirmed opening hours (as notified to us via the App), every effort needs to be made in order to accept Orders and you must, unless there is an event or factor beyond your control, do so by the selected fulfilment time.

You may activate a “Cool Off period” of one (1) hour by going to your “Profile” page and selecting “Cool Off”. This temporarily closes service to Students, preventing any orders being processed or sent to you. After the one (1) hour Cool Off period has elapsed, you must resume normal service and this function cannot be activated again for another hour. You may activate only two Cool Off periods per day.

It is your responsibility to prepare all Orders in accordance with the order details provided to you via the App and also in accordance with the Meal descriptions and information provided by you on the App (or as otherwise made known to Students if they contact you directly with a query) and to have such Orders prepared by the selected fulfilment time.

In the event that there is an event or factor beyond your control which means that you either cannot fulfil an Order or cannot do so within the fulfilment time, you must notify the us and the Student via our App, providing a reason for non-fulfilment.

In the event that we have any concerns regarding the efficiency or quality of the service you are providing, then we reserve the right to terminate our agreement with you with immediate effect and withdraw your access to our App.

ORDER COLLECTION

Students are responsible for the collection of Orders from your premises. It is your responsibility to have the Order ready for collection by the selected fulfilment time.

We shall not be held liable for any losses, liabilities, costs, damages, charges or expenses arising out of the late supply or collection of an Order.

If you fail to provide a Student with an accepted Order, you shall be liable to refund and/or compensate them. We may assist Students in liaising with you to ensure that they receive a refund and/or compensation from you.

In the event that a Student fails to collect an Order, the Order will automatically time-out on our App after an hour and the transaction will be marked as completed. If Students contact us directly, we will advise them to contact you directly in order to discuss the Order in question and its status (i.e. whether it is still available for collection or not).

REFUNDS

All of our Vendors are required to have a comprehensive and reasonable refund and compensation policy in place, which they must implement and adhere to.

If Students receive a food order and they are unhappy with it for any reason, we shall direct them to contact you in the first instance to attempt to achieve a resolution. However, we reserve the right to intervene in the event that the problem is not resolved. If, on the basis of the facts provided by you and the Student, we find that that the food and/or service provided by you has been sub-standard, then we can request that you either refund and/or compensate the Student as necessary.

In the event that you repeatedly do not follow our recommendations as to refunds and/or compensation, we reserve the right to terminate our agreement with you with immediate effect and withdraw your access to our App.

WE MAY SUSPEND OR WITHDRAW OUR APP

We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our App through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY MAKE CHANGES

We amend these terms from time to time. Every time you wish to use our App, please check these terms to ensure you understand the terms that apply at that time.

We may update and change our App from time to time. We will try to give you reasonable notice of any major changes.

OUR APP IS ONLY FOR USERS IN THE UK

Our App is directed to people residing in the United Kingdom. We do not represent that content available on or through our App is appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@belly-full.co.uk

PERSONAL DATA

We uphold the strictest of standards with respect to protection of privacy and of personal information, and have made a notification to the UK Information Commissioner, under the no. ZA306241 Please see our [Privacy and Cookies Policy](#) for full details on how we store and use the information you provide to us.

HOW YOU MAY USE MATERIAL ON OUR APP

We are the owner or the licensee of all intellectual property rights in our App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our App but only for the purpose of fulfilling Orders (the **"Permitted Purpose"**). 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 or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our App must always be acknowledged.

You must not use any part of the content on our App for commercial purposes other than for the Permitted Purpose, without obtaining a licence to do so from us or our licensors.

This means that you may not:

- a) Supply, sell or licence material or a copy of material our App to any person;
- b) Download any contact through any automated (e.g. "scraping") process; or
- c) Contact any users of our App or make or allow any use of the information about those users, other than for the limited purpose of ordering food in respect of which we are providing you with access to our App.

If you use, print off, copy or download any part of our App in breach of these terms of use, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

INFORMATION UPLOADED AND PICTURES

Our Service allows you to upload content, including text and photos, which other users of our App (Students) will see. Whenever any content is uploaded using your account, you must ensure that you have all the necessary rights to use that content and to share it with us and with other users of our App, and you must ensure that content does not contain anything:

- a) Which is a trade secret or otherwise confidential; or
- b) Which is unlawful, offensive, obscene, defamatory or which tends to promote discrimination on the basis of a characteristic protected by law,

being the “**Standards**”.

You warrant that any content you upload to our App (“**Your Content**”) complies with the Standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We intend for our App to comply with relevant applicable laws and regulations from time to time, including the laws relating to treatment of personal data. In giving you direct access to making changes on our App, you shall be solely responsible for any such changes and shall fully indemnify us for any losses, damages or claims made against or incurred by us due to any act or omission by you.

Your Content will be considered non-confidential and non-proprietary. You retain all of your ownership rights in Your Content, but you are required to grant us and other users of our App a limited (worldwide, non-exclusive and royalty free) licence to use, store and copy Your Content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our App constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our App if, in our opinion, your post does not comply with the content standards set out above.

You are solely responsible for securing and backing up Your Content.

RIGHTS YOU LICENCE

When you upload or post content to our App, you grant the following licenses:

- a) a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to us to use, reproduce, distribute, prepare derivative works or, display, Your Content across all media including but not limited to, promotion of the App; and
- b) a worldwide, non-exclusive, royalty-free licence to all users of the App to use Your Content for their non-commercial purposes, which will terminate upon the deletion, by you, of Your Content from our App.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our App or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use,

our App; or (b) use of or reliance on any content displayed on our App. In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

Our App may include information and materials uploaded by other users of our App. This information and these materials have not been verified or approved by us. The views expressed by other users on our App do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on info@belly-full.co.uk.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our App will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our App. You should use your own virus protection software.

You must not misuse our App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the server on which our App is stored or any server, computer or database connected to our App. You must not attack our App 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 our App will cease immediately.

RULES ABOUT LINKING TO OUR APP

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our App in any website that is not owned by you.

Our App must not be framed on any other site, nor may you create a link to any part of our App other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our App other than that set out above, please contact

info@belly-full.co.uk

MARKETING AND EXCLUSIVITY

Where you have agreed to market Belly Full and/or our App by means of menus, stickers or other relevant advertising material, you agree to do so only in accordance with our strict guidelines and instructions.

You undertake to refer positively to us in relation to any publicity regarding Orders and/or our App and must not at any time actively encourage customers who have placed Orders to place a future Order directly with you, nor attempt to direct Orders placed with you through any website or application other than the App.

For the duration of these terms and for a period of 12 months after its expiry or termination (the "Period"), you agree that you will not have any direct or indirect financial interest in any business that carries out competing activities to us within the UK. During the Period, you shall not (unless you notify us and receive our prior written consent, which consent may be revoked at our sole discretion on one month's notice) be a member of any other association or cooperate or be otherwise involved in any way with any third party which carries out Competing Activities to us. "Competing Activities" means the same or similar services as we are providing to you under these terms of use, or other activities having a similar purpose.

TERMINATION

We reserve the right, to the fullest extent permitted by law to close your account on our App, at any time and without incurring any liability or giving rise to a refund in the event of: (a) your actual or suspected breach of these terms; and/or (b) a decision by us to cease offering our App.

You may terminate your agreement with us by giving us no less than 2 weeks' prior written notice to us, by email to: info@belly-full.co.uk. Upon the effective date of termination, your right to use our App will cease and you shall cease referring to yourself as an Authorised Belly Full Vendor. Upon termination, you shall immediately delete or destroy any reference to Belly Full on your website, social media pages, at your premises and/or on any of your advertisements or marketing materials (online or otherwise).

SEVERABILITY

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these terms.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Please note that these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

OUR TRADE MARKS

The words BELLY FULL and our BELLY FULL logo are trade marks of Belly Full Ltd, and are the subject of trade mark applications currently with the UK trade mark registry for formal registration. You are not permitted to use them without our approval, unless they are part of the material you are using as permitted under the "*How you may use material on our App*" section above.

Last modified: 3rd November 2018

For Students

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By using our App, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our App.

We recommend that you print a copy of these terms for future reference.

The following additional terms also apply to your use of our App:

- Our [Privacy and Cookie Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, as well as all information about the cookies on our App.
- When you use our App to order food from a Vendor, then such Vendor’s terms and conditions of sale will also apply to the supply of such food to you. Please note that, at the point at which the Vendor accepts your food order, a contract comes into existence between you and that Vendor.

OUR SERVICE

We operate our App in order to better connect students with food vendors and restaurants (the “Vendors”), who are committed to providing students with exclusive, good value food choices. Interactive menus allow you to build and submit orders at the click of a button.

By using our App, you warrant that you are over 18 years’ old and that you are a student.

SUBSCRIPTIONS AND PAYMENT

In order for you to order food on our App, you need to create an account with us and have an active subscription. Information about the packages we offer are set out on the website and “Packages” tab in “View profile”. You must complete all of the mandatory fields on the account registration form.

All of our subscriptions are weekly, which means that you need to pay us weekly in advance by direct debit. By paying in this way, you agree to allow us to process the payment as an agent of the Vendor.

All of our prices include VAT and are in GBP.

No financial information is kept by us and all payment transactions are processed directly through a third party merchant.

You can change your payment details by visiting the "Profile" page and clicking on the "Payment Details" link. If a payment is not successfully settled, and you do not change your direct debit details or cancel your account, we may suspend your access to the App until we have obtained payment. When you update your direct debit details, you authorise us to continue charging the updated details, and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates.

You can cancel your subscription at any time, and you will continue to have access to the App until the end of your then current weekly billing period. To the extent permitted by applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-week subscription periods or unused tokens. To cancel, go to the "Profile" page and click "Cancel Subscription". If you cancel your subscription, your account will automatically close at the end of your then current weekly billing period.

TOKENS

Once you have a subscription with us, your online account will be credited with the relevant number of tokens each week (corresponding to the subscription package you have selected).

You are then free to order and pay for food featured on our App in exchange for tokens.

A meal for one person will equate to either one or two tokens.

If you would like to purchase top-up tokens from us, you need an active subscription with us. Information about the top-up Packages we offer is available in "Package Selection/Add Top-up" found in "View Profile" menu of the app.

ORDERING FOOD

All food options are subject to availability.

We expect a good standard of food from our Vendors, however, we are not responsible for the preparation, handling or cooking of food and this remains the sole responsibility of the Vendor. We are not liable for the quality of food or other goods, the portion size, or any complaint arising out of the perceived status of the food or other goods including any alleged cases of food poisoning. If you believe there has been a case of food poisoning, this should be reported to the Food Standards Agency (FSA) for investigation.

We regret that we accept no liability for, and are unable to offer refunds or compensation, based on the standard of the food, including in cases of alleged food poisoning. However, a refund may be processed on behalf of the Vendor where the payment was made through our App if the FSA determines that a case of food poisoning has occurred.

We endeavour to deal with reputable third parties who provide a quality service, however we accept no responsibility or liability for the quality or quantity of any goods supplied by or collected from such third parties. It is your responsibility to thoroughly check the supplied goods before collecting it or eating it.

All questions regarding food shown on this App should be directed to the Vendor.

After you submit an order on our App, we will send the details of your order to the relevant Vendor. Once the Vendor has received the details of your order, we will confirm to you via a Push Notification that your order has been placed. Please note that this is acknowledgement that your order has been placed, not accepted. Only once the Vendor has accepted the order, will we confirm that your order has been accepted. If your order is

accepted by a Vendor, you will be notified via Push Notification of your Order ID and the collection time for your order.

We require a valid UK mobile phone number from you as all communication regarding your order will be sent via Push Notification on the App or SMS. You agree to take particular care when entering your phone number and warrant that the information you supply is accurate. Incorrect personal details may lead to problems or delays in supply. Neither the Vendor nor us are liable to refund or replace your order if we are unable to contact you.

Acceptance of your order will only occur when we send you a Push Notification confirming that the Vendor has accepted your order. Once the Vendor accepts your order this constitutes an agreement between you and the Vendor. If the Vendor is unable to fulfil your order you will receive a Push Notification stating that your order has been unsuccessful and the reason.

All food preparation and collections are the sole responsibility of the Vendor accepting the order. Please be aware that the Vendor will do everything they can to meet the collection time estimated, however collection times may be affected by factors beyond their control and therefore cannot be guaranteed. We will inform you that your order is ready for collection and/or if we become aware of an unexpected delay with your order via Push Notification.

If you suffer from any allergies or intolerances, it is your sole responsibility to contact us or the Vendor to inform us when you are placing your order. If you decide to contact us we will use reasonable commercial endeavours to inform the Vendor on your behalf. Notwithstanding this, we do not guarantee that your food or goods are free from allergens and we accept no liability irrespective of whether you have informed us or the Vendor or not.

ORDER COLLECTION

You are responsible for the collection of your food orders from the Vendors' premises.

The food being supplied, and the timings of such supply, are the sole responsibility of the Vendor that accepts your order.

All stated collection times are estimates only and are subject to change at any time without prior notice. We are unable to guarantee collection times, however we will inform you if there is an unexpected delay.

Neither us nor the Vendor shall be held liable for any losses, liabilities, costs, damages, charges or expenses arising out of the late supply of an order or collection.

If the Vendor wholly fails to provide you with your order, you should liaise with the Vendor in the first instance to attempt to achieve a resolution. In the event you cannot resolve this directly with the Vendor, please get in touch with us no later than 24 hours after the non-performance so we can contact the Vendor to confirm the non-performance. We will then liaise with the Vendor to ensure that a refund is arranged.

ORDER CANCELLATION

You have the right to cancel an order up to the point when it is accepted by the Vendor. You must cancel the order by pressing the 'Cancel Order' button located on the 'Order Status' within 'Orders' tab. Except that you have no right to withdraw your food order, if and when it concerns meals, which:

- a) are liable to deteriorate or expire rapidly, or
- b) are made to your specifications or clearly personalized.

We and our Vendors reserve the right to cancel any order before or after acceptance.

In the event that we or a Vendor decide to cancel your order we will inform you by Push Notification. We will restore your account with the relevant number of tokens within 3 working days.

REFUNDS

If you believe that your account has not been credited with the correct number of tokens, or that tokens have been erroneously deducted from your account, please contact us at support@belly-full.co.uk

If you receive your food order and you are unhappy with it for any reason you should contact the Vendor in the first instance to attempt to achieve a resolution. In the event that you cannot resolve the problem, please get in touch with us as soon as possible on the same date you place the order, so that we can contact the Vendor and attempt to achieve a resolution. Please keep the order so that it can be returned to the Vendor if required.

WE MAY SUSPEND OR WITHDRAW OUR APP

We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our App through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY MAKE CHANGES

We amend these terms from time to time. Every time you wish to use our App, please check these terms to ensure you understand the terms that apply at that time.

We may update and change our App from time to time. We will try to give you reasonable notice of any major changes.

OUR APP IS ONLY FOR USERS IN THE UK

Our App is directed to people residing in the United Kingdom. We do not represent that content available on or through our App is appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@belly-full.co.uk.

PERSONAL DATA

We uphold the strictest of standards with respect to protection of privacy and of personal information, and have made a notification to the UK Information Commissioner, under the no. ZA306241 Please see our [Privacy and Cookies Policy](#) for full details on how we store and use the information you provide to us.

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We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our App for domestic and private use. You agree not to use our App 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.

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Where our App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

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Our App may include information and materials uploaded by other users of our App. This information and these materials have not been verified or approved by us. The views expressed by other users on our App do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on info@belly-full.co.uk.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our App will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our App. You should use your own virus protection software.

You must not misuse our App by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the server on which our App is stored or any server, computer or database connected to our App. You must not attack our App 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 our App will cease immediately.

RULES ABOUT LINKING TO OUR APP

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our App in any website that is not owned by you.

Our App must not be framed on any other site, nor may you create a link to any part of our App other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our App other than that set out above, please contact info@belly-full.co.uk.

TERMINATION

We reserve the right, to the fullest extent permitted by law to close your account on our App, at any time and without incurring any liability or giving rise to a refund in the event of: (a) your actual or suspected breach of these terms; and/or (b) a decision by us to cease offering our App.

SEVERABILITY

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these terms.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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