

OrderBites TERMS AND CONDITIONS OF SERVICE

Welcome to the OrderBites website and smart applications (each our "**Service**"). This page (together with the documents referred to within it) explain to you the terms and conditions on which partner merchants supply any of their products (the "**Products**") listed on our site. Please read these terms and conditions carefully before ordering any Products from our site. By accessing our site and placing an order you agree to be bound by these terms and conditions and our terms of use policy.

If you have any questions relating to these terms and conditions please contact us at hello@OrderBites.com) before you place an order. If you do not accept these terms and conditions in full please do not use our Service.

1. INFORMATION ABOUT US

OrderBitesOrderBites.com is a website operated by RWN Trading Limited ("we" or "us" or "OrderBitesOrderBites"), incorporated and registered in the England and Wales, whose registered office is at 76-78 Charlotte Street, London, W1T4QS, United Kingdom. Our Company registration number is 08167130. Our VAT number is 150 0190 65. OrderBitesOrderBites is a business where the food is prepared by independent Merchants (our "**Partner Merchants**") and delivered by us (What? On your bike?).

2. PURPOSE

The purpose of our Service is to provide a simple and convenient service to you, linking you to Partner Merchants and menu of your choice and allowing you to order Products from them. OrderBites OrderBites markets Products on behalf of our Partner Merchants, concludes orders on their behalf and delivers the Products to you.

3. SERVICE AVAILABILITY

OrderBites offers an ordering and delivery service from our Partner Merchants throughout London and elsewhere in the UK. Each Partner Merchant has a prescribed delivery area. This is to ensure that their Products reach your door when they are at their best. If you live outside the delivery areas, a message will appear on screen notifying you that ordering online will not be possible. We do not accept orders from individuals within an area in which we do not have a Partner Merchant. Operating hours will vary depending on local trading conditions and the availability of our Partner Merchants. Please click on the relevant

product link to view the menus on our Service, and then click on your chosen product which will provide you with the option to submit your order to your chosen Partner Merchant..

4. ORDERS

When you place an order through our Service, an email thanking you for your order and confirming your order has been received and accepted by the Partner Merchant (the "**Confirmation Email**") will be sent to you by us on behalf of the Partner Merchant. The contract for the supply of any Meal you order through us will be between you and the Partner Merchant and will only be formed when you have been sent the Confirmation Email by us. Please ensure that you have given us a correct email address as this is how we will communicate with you about your Order. Please also ensure that you provide an accurate address and telephone number to ensure that your Products arrive at the correct location. If you do not open the door or respond to telephonic correspondence within 10 minutes of our delivery drivers physically reaching your address, we reserve the right to leave the premises, and you will be charged for the Meal. OrderBites seeks to provide a quality service and will be the first contact in event that there is a problem with your Meal either in regards to food quality and/or temperature. We do monitor our Partner Merchants very closely and it is of utmost importance to us that they comply with our standards and help us to maintain our reputation. Please let us know if you have any comments relating to our Partner Merchants or in respect of the Products by emailing or calling us (hello@OrderBites.co.uk or 01213990023)).

5. MEALS

All Products are subject to availability. Your Partner Merchants may offer an alternative for any product it cannot provide. Our Partner Merchants may use nuts in the preparation of certain Products.. OrderBites cannot guarantee that any of the Products sold by our Partner merchants are free of allergens.

6. SALE OF ALCOHOL

Persons placing an order for alcohol from our Partner Merchants **must be aged 18 or over**. Alcoholic beverages can only be sold and delivered to persons aged 18 or over. OrderBites operates the Challenge 25 age verification policy whereby customers who are lucky enough not to look 25 or over, will be asked to provide proof of age to show that they are aged 18 or over. By placing an order that includes alcohol, you confirm that you are at least 18 years old. OrderBites reserves the right to refuse to deliver any alcohol to any person who does not appear, or cannot prove they are, aged 18 or over. OrderBites also reserves the right to refuse to deliver any alcohol to any person who is, or appears to be, under the influence of either alcohol or drugs.

7. AVAILABILITY AND DELIVERY

Our aim is to provide the best delivery service possible. Unfortunately things do not always go to plan and factors, such as traffic conditions and weather, may occasionally prevent us from achieving our targets. We will do our best to ensure that your Meal is delivered by the time specified in the email and webpage. The timing of your order is determined by taking into account the number of orders, preparation time, availability of delivery employees and delivery time and other circumstances being faced by the Partner Merchant at that time.

8. CANCELLATION

You have the right to cancel an order within a reasonable time and before the order becomes a Started Order. A Partner Merchant will classify a bad order as any order which is cancelled after food has been used to start preparing the order (a **"Started Order"**).

OrderBites and the Partner Merchant may cancel any order and will tell you once we cancel an order. You will not be charged for any orders cancelled in accordance with this clause. Any payment made prior to an order being cancelled by OrderBites or a Partner Merchant will usually be reimbursed using the same method you used to pay for your order. Any order cancelled after it becomes a Started Order will be charged to you. OrderBites alone will determine whether an order is a Started Order or not, and will be based on the earliest stated preparation time for the items in your order.

9. PRICE AND PAYMENT

The price of any Products will be listed on our Service. Prices include VAT. Prices will vary between menus. Prices are liable to change at any time, but changes will not affect orders in respect of which you have been presented with the Confirmation Email, save in the case of an obvious pricing mistake, whereby we will notify you as soon as we can about the pricing issue. You may be able to cancel your order once we notify you. Despite our best efforts, some of the Products listed on our Service may be incorrectly priced. The relevant Partner Merchant will normally verify prices as part of the order process. Payment for all Products can be made by credit or debit card through our Service. Once your order has been confirmed your credit or debit card will have been authorised and the amount marked for payment. Payment is made directly to OrderBites and is subsequently passed on by OrderBites to the Partner Merchant. We are authorised by our Partner Merchants to accept payment on their behalf and payment of the price of any Products to us will discharge your obligations to pay such price to the Partner Merchant directly

10. OUR LIABILITY

To the extent permitted by law, OrderBites provides our Service and content on an "as-is" and "as available" basis and we make no representation or warranty of any kind, express or implied, regarding the content or availability of our Service, or that it will be timely or error-free or that defects will be corrected. Subject as provided below, neither OrderBites nor any Partner

Merchant shall have any liability to you for any direct, indirect, special or consequential losses or damages arising in contract, tort (including negligence) or otherwise arising from your use of or your inability to use our Service. In the event that OrderBites or the Partner Merchant is found to be liable to you our total aggregate liability is limited to the purchase price of the Products you have paid in your order. This does not include or limit in any way OrderBites's or any Partner Merchant's liability for any matter for which it would be illegal for us or it to exclude, or attempt to exclude, our or its liability, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

11. EVENTS OUTSIDE OUR CONTROL

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in clause 11 shall excuse the Customer from any payment obligations under this Agreement.

12. WAIVER

Neither you, OrderBites nor the Partner Merchant shall be responsible for any delay or non-performance of its obligations under this agreement arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

13. SEVERABILITY

If any provision of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

14. ENTIRE AGREEMENT

These terms contain the whole agreement between the parties relating to its subject matter and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

OrderBites may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding at the point of placing an order .

16. LAW AND JURISDICTION

The English courts will have jurisdiction over any claim arising from, or related to, any use of our Services. These terms of use and any dispute or claim arising out of, or in connection with them, or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.