

## Terms and Conditions

### 1. Introductions

This page sets out the terms and conditions ("**Website Terms**") on which we, Hapi Food Co Ltd ("**we**" or "**Hapi Food Co**"), provide our services through our website [www.hapifoodco.ie](http://www.hapifoodco.ie) and any Hapi Food Co mobile application through which you access our website or services (together, "**Website**"). Please read these Website Terms carefully before ordering any products through, the Website, as your purchase of any products offered on the Website is subject to these Website Terms. By ordering products via the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

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

### 2. Capacity and age:

By placing an Order through the Website, you warrant that:

You are legally capable of entering into binding contracts; and

You are at least 18 years old.

### 3. Your Order

**3.1. Compiling your Order:** Once you have selected the Products you wish to order from the menu and provided the other required information, you will be given the opportunity to submit your Order by clicking or selecting the "place order" button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will start processing your Order and errors cannot be corrected.

**3.2. Amending or cancelling your Order:** Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund (please refer to paragraph 3.4 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you may contact our Customer Care team and they will do their best to facilitate this request. However, there is no guarantee that we will be able to facilitate this as we may have already started processing (purchasing ingredients and cooking) your Order.

**3.3. Payment authorisation:** Where any payment you make is not authorised, your Order will not be processed.

**3.4. Processing your Order and rejections:** On receipt of your Order, we will begin processing it and will notify you by email that your Order has been received and is being processed. **Please note that any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed. We will notify you (generally by email) as soon as reasonably practicable if we reject your Order.**

**3.5. Delivery of your Order:** **Estimated times for deliveries are just that, estimates. We can't guarantee that Orders will be delivered or will be available for collection within the estimated times.** Delivery will be made to the address specified by you on the completed order form. If the nominated place of delivery is unattended at the time delivery is attempted and no other arrangements have been made, the Meals will have to be collected from our premises in Dunboyne, Co Meath.

## 4. PRICE AND PAYMENT

**4.1. VAT and delivery costs:** Prices will be as quoted on the Website. These prices include VAT and delivery costs. Should you wish to order from an area outside our delivery zones, we may agree with you to add a delivery charge and this will be communicated via email.

**4.2. Payment methods:** Payment for Orders must be made by an accepted credit or debit card through the Website or in cash at the point of delivery to you.

**4.3. Card payments:** If you pay by credit or debit card, you may be required to show the card to the driver at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit or debit card.

## 5. DISCLAIMERS

**5.1. Website information:** While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

**5.2. Allergy, dietary and other menu information:** We try to accurately display the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menu. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with us directly before ordering.

## 6. LIABILITY

**6.1. General:** Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

**6.2. Exclusion of liability:** Subject to clause 6.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

- 6.2.1. any loss of profits, sales, business, or revenue;
- 6.2.2. loss or corruption of data, information or software;
- 6.2.3. loss of business opportunity;
- 6.2.4. loss of anticipated savings;
- 6.2.5. loss of goodwill; or
- 6.2.6. any indirect or consequential loss.

**6.3. Limitation of liability:** Subject to clauses 5, 6.1 and 6.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or €100, whichever is lower.

**6.4. Additional costs:** You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

## 7. TERMINATION

**7.1. Grounds for termination:** We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

7.1.1. you have breached any other material terms of these Website Terms.

**7.2. Obligations upon termination:** Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

## 8. WRITTEN COMMUNICATIONS

8.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("**Force Majeure Event**").

9.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

9.2.1. strikes, lock-outs or other industrial action;

9.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

9.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

9.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

9.2.5. impossibility of the use of public or private telecommunications networks; and

9.2.6. the actions, legislation, regulations, orders or restrictions of any government.

9.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

## II. Hapi Food Co PRIVACY POLICY

We are committed to protecting the privacy of all visitors to the Website, including all visitors who access the Website or Service through any mobile application or other platform or device. Please read the following Privacy Policy which explains how we use and protect your information.

By visiting and/or using the Service on the Website, you agree and where required you consent to the collection, use and transfer of your information as set out in this policy.

## **1. INFORMATION THAT WE COLLECT FROM YOU**

1.1. When you visit the Website or use the Service to make an Order through the Website, you may be asked to provide information about yourself including your name, contact details (such as telephone and mobile numbers and e-mail address) and payment information (such as credit or debit card information). We may also collect information about your usage of the Website and Service and information about you from the e-mails or letters you send to us.

1.2. By accessing Hapi Food Co information and/or the Website or Service using mobile digital routes such as (but not limited to) mobile, tablet or other devices/technology including mobile applications, then you should expect that our data collection and usage as set out in this Privacy Policy will apply in that context too. We may collect technical information from your mobile device or your use of the Website or the Service through a mobile device, for example, location data and certain characteristics of, and performance data about, your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Website or Service through your mobile device(s) via any Hapi Food Co mobile application, through your mobile's browser or otherwise.

## **2. USE OF YOUR INFORMATION**

2.1. Your information will enable us to provide you with access to the relevant parts of the Website and to supply the Service. For example, we may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.). We will also use and analyse the information we collect so that we can administer, support, improve and develop our business, for any other purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future you may have the ability to express your preferences around the use of your data as set out in this Privacy Policy and this may be exercised through your chosen method of using the Service, for example mobile, mobile applications or any representation of the Website.

2.2. We may use your information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the Website or the Service.

2.3. Where you have indicated accordingly, you agree that we may use your information to let you know about our other products and services that may be of interest to you including services that may be the subject of direct marketing and we may contact you to do so by post, telephone, mobile messaging (e.g. SMS, MMS etc.) as well as by e-mail.

2.4. Where you have indicated accordingly, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) and to help us analyse the information we collect so that we can administer, support, improve and develop our business and services to you.

2.5. If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out in paragraph 7 below and/or amending your profile accordingly.

## **3. DISCLOSURE OF YOUR INFORMATION**

3.1. The information you provide to us will be transferred to and stored on our servers which may be in or outside the European Economic Area, and may be accessed by or given to our staff working outside Ireland and third parties including companies within the Hapi Food Co group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you. Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is treated in accordance with this policy.

3.2. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

3.3. If you have consented we may allow carefully selected third parties, including marketing and advertising companies, our affiliates and associates, to contact you occasionally about services that may be of interest to you. They may contact you by post, telephone, mobile messaging (e.g. SMS, MMS, etc.) as well as by e-mail. If you change your mind about being contacted by these companies in the future, please let us know by using the contact details set out in paragraph 7 below and/or by amending your profile accordingly.

3.4. If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.

3.5. We may use the information that you provide to us if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or in order to enforce the Website Terms and any other agreement; or to protect our rights or other third parties. This includes exchanging information with other companies and other organisations for the purposes of fraud protection and prevention.

## **4. SECURITY AND DATA RETENTION**

4.1. We take steps to protect your information from unauthorised access and against unlawful processing, accidental loss, destruction and damage. We will keep your information for a reasonable period in accordance with the purposes for which we have collected such information or as long as the law requires.

4.2. Where you have chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.

4.3. The transmission of information via the internet is not completely secure. Although we will take steps to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **5. ACCESSING AND UPDATING**

5.1. You have the right to see the information we hold about you ("**Access Request**") and to ask us to make any changes to ensure that it is accurate and up to date. If you wish to do this, please contact us using the contact details set out in paragraph 7 below. In the event that you make an Access Request, we reserve the right to charge a fee of six euro and thirty-

five cents (€6.35) to meet our costs in providing you with details of the information we hold about you.

## **6. CHANGES TO OUR PRIVACY POLICY**

6.1. Any changes to our Privacy Policy will be posted to the Website and, where appropriate, through e-mail notification.

## **7. CONTACT**

7.1. All comments, queries and requests relating to our use of your information are welcomed and should be addressed to Hapi Food Co Ltd, Unit 83 Dunboyne Business Park, Dunboyne, Co. Meath or by telephone to 086 064 3283.