

WHICH MENU LIMITED

Registered Office: The Plaza, 100 Old Hall Street, Liverpool, United Kingdom, L3 9QJ

Terms and Conditions

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

Charges: the Charges payable by the Customer for the supply of Services in accordance with Clause 6 (Charges and payment)

Commencement Date: **28.02.18** (Date provided by the Supplier as the start date for the Contract for the supply of Services)

Customer: the person or firm who purchases Services from the Supplier

Customer Default: has the meaning set out in Clause 5.2

Intellectual Property Rights: patents, rights to inventions, copyright and [neighbouring and] related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Membership: the Customer's contract with the Supplier

Order: the Customer's order for Membership

Services: membership to the Supplier's website

Specification: the description or specification of the Membership provided in writing by the Supplier to the Customer

Supplier: has the meaning given in Clause 3.1

Term: 1 year period

Trial Membership: 6 month period starting from Commencement Date of Contract

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the

words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email.

1.5 This agreement shall be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English Courts.

1.6 These terms and conditions and any document expressly referred to in them constitute the whole agreement between the Supplier and the Customer and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement relating to the subject matter of these terms and conditions. Both parties acknowledge that, in entering into these terms and conditions, neither of them relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

2. INTRODUCTION

2.1 This page (together with the documents referred to on it) details the terms and conditions for the Customer to become a member of the Supplier's website. The Customer is under a duty to read these terms and conditions carefully and make sure that the contents are understood before making an Order from the Supplier's website. The Customer should understand that by making an order, the Customer has agreed to be bound by these terms and conditions.

2.2 The Supplier reserves the right to amend these terms and conditions at any time by giving the Customer notice by posting the amended terms and conditions on the Supplier's site.

3. INFORMATION ABOUT THE SUPPLIER

3.1 The Supplier is Which Menu Limited, a company registered in England and Wales under company number 10741808 and with registered office at The Plaza, 100 Old Hall Street, Liverpool L3 9QJ.

4. CONTRACT FORMATION

4.1 By placing an Order on the Supplier's website, the Customer has agreed to the terms and conditions and warrants that the Customer is legally capable of entering into binding contracts.

4.2 The Customer will receive confirmation by email within 14 days that the Order has been accepted, unless there are exceptional circumstances. The Supplier's email correspondence will provide the Specification and confirm the Membership Commencement Date.

4.3 The Supplier reserves the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5. CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- (a) Ensure that the terms of the Order and any information it provides are complete and accurate;
- (b) Co-operate with the Supplier in all matters relating to the Membership;
- (c) Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises as reasonably required by the Supplier to ensure compliance with the obligations arising from this Contract; and
- (d) Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Commencement Date.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation;

- (a) Without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 5.2](#); and
- (c) The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. TRIAL MEMBERSHIP

6.1 Trial Membership is offered to all Customers with its registered office and / or principal place of business in the Liverpool area.

6.2 Trial Membership lasts for a six month period.

6.3 The Customer will not be charged for the Trial Membership

6.4 Each Customer can only use the Trial Membership on one occasion. Any subsequent Orders placed by a Customer for a second Trial Membership will be rejected.

6.5 The Trial Membership will automatically upgrade to a full Membership unless the Customer advises otherwise in accordance with [Clause 8](#).

7. CHARGES AND PAYMENT

7.1 The Charge for Membership will be £99.00 per annum inclusive of VAT.

7.2 The Customer will be invoiced for payment when the Membership renews or when the Trial Membership upgrades into a full Membership. The invoice must be paid:-

- (a) Within 30 days of the date of the invoice; and
- (b) In full and cleared funds to a bank account nominated by us in writing and time for payment shall be of the essence of the contract.

7.3 Prices are liable to change at any time and the Customer will be given 1 months notice of any such increase and a right to terminate the Membership at that point.

7.4 Payment must be by credit or debit card, or by such other method as the Supplier may agree from time to time. The Supplier will charge the credit or debit card when the Order is placed.

7.5 If the Customer fails to make a payment due to the Supplier by the due date, then, without limiting the Supplier's remedies under [Clause 13](#), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 7.5](#) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8. RENEWAL

8.1 The Membership is an on-going subscription service and to ensure that the Customer's Membership is continuous, it will be renewed automatically at the end of the Trial Membership and each Term thereafter.

8.2 If the Customer has supplied an email address, the Supplier will issue an electronic reminder towards the end of the Trial Membership or Term to advise on renewal options. The Customer is under a duty to advise the Supplier if the correspondence address (email or postal) is changed.

8.3 Once the Membership has been renewed or Trial Membership upgraded into a full Membership, the Customer will be liable to pay the Charges as under [Clause 7](#).

8.4 If the Customer does not wish to renew the Membership or upgrade the Trial Membership into a full Membership, the Supplier should be notified in writing 28 days before the end of the Trial Membership or Term. Confirmation will be provided to the Customer that the Membership will not renew; it is recommended that this is kept for personal records.

8.5 It is the Customer's duty to ensure that the Supplier receives the correct notification as under [Clause 8.4](#) that the Membership should not automatically renew.

9. TERMINATION

9.1 The Customer has the right to cancel the initial registration of the Membership with the Supplier within 14 days of the original Order. This does not apply to subsequent renewals.

9.2 To cancel the Membership, please contact the Supplier by email or post to the registered address as under Clause 3.1. Upon cancellation the Customer will receive a confirmation email; it is recommended that this is kept for personal records.

9.3 If the Customer cancels the Membership within the cooling off period, the Customer will be entitled to a refund, less a pro-rata charge for the period of cover. Subject to any other statutory rights the Customer may have, the Supplier does not provide refunds for any cancellations after the expiry of the cooling off period.

9.4 Without affecting any other right or remedy available to it, either party may terminate the Membership with immediate effect by giving written notice to the other party if:

- (a) The other party commits a material breach of any term of the Membership and, if such a breach is remediable, fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Membership has been placed in jeopardy.

9. CONSEQUENCES OF TERMINATION

9.1 On termination of the Membership the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.2 Termination of the Membership shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the membership which existed at or before the date of termination [or expiry].

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Contract

(other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11. WRITTEN COMMUNICATION

11.1 Applicable laws require that some of the information or communications the Supplier sends to the Customer should be in writing. When using the Supplier's website, the Customer accepts that communication with the Supplier will be mainly electronic.

11.2 The Supplier will contact the Customer by e-mail or provide you with information by posting notices on our website.

11.3 For contractual purposes, the Supplier agrees to this electronic means of communication and the Customer acknowledge that all contracts, notices, information and other communications that the Supplier provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

12. NOTICES

12.1 The Supplier may give notice to the Customer at either the e-mail or postal address provided to the Supplier when placing an Order, or in any of the ways specified in Clause 11 above.

12.2 The Customer may give notice to the Supplier by email or postal address to the registered address as under Clause 3.1

12.3 Notice will be deemed received and properly served immediately when posted on the Supplier's website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the email address provided.

12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing shall limit or exclude the Supplier's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to Clause 13.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) Loss of profits;
- (b) Loss of sales or business;
- (c) Loss of agreements or contracts;
- (d) Loss of anticipated savings;
- (e) Loss of use or corruption of software, data or information;
- (f) Loss of or damage to goodwill; and
- (g) Any indirect or consequential loss.

13.3 Subject to Clause 13.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £99.00 of the total Charges paid under the Contract.

13.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This Clause 13 shall survive termination of the Contract.

14. WAIVER

14.1 Failure by the Supplier to enforce any of these terms and conditions will not prevent the Supplier from subsequently relying on, or enforcing, them.

15. SEVERABILITY

15.1 If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16. THIRD PARTY RIGHTS

16.1 A person who is not party to these terms and conditions shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.