

## Part 1: Terms of Use for Fennies Fresh App

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

Welcome to the Fennies Fresh mobile app. This page tells you the terms of use (the "Terms") on which you may make use of our mobile app we make available via an app store, whether as a guest or a registered user. Please read these Terms carefully before you start to use Fennies Fresh App (as defined below).

When certain words and phrases are used in these Terms, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

In these Terms, when we refer to "we", "us" or "our", we mean the Company; and when we refer to "you" or "your" we mean you, the person accessing or using the Fennies Fresh App.

### 1. Information about us

1.1 "Fennies Day Nurseries and Preschool" or "Fennies" are the trading names of Fennies Day Nurseries Limited, a company registered in England and Wales with company registration number is 05088188 (the "Company", "Fennies", "we" or "us"). Our registered office is at Christchurch Road, Pampisford Road, Purley, CR8 2NL and our main trading address is 1a Hook Road, Epsom, Surrey KT19 8TH.

You can contact us by telephone on 020 8770 3222 or by writing to us at [fresh@fennies.com](mailto:fresh@fennies.com).

1.2 The Company operates the Fennies Fresh mobile app.

### 2. Fennies Fresh App

2.1 The Fennies Fresh App is made available free of charge. We do not guarantee that the Fennies Fresh App, or any content on it, will always be available or be uninterrupted. Access to the Fennies Fresh App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Fennies Fresh App without notice. We will not be liable to you if for any reason the

Fennies Fresh App are unavailable at any time or for any period. We may update the Fennies Fresh App and/or change the content at any time.

2.2 You are responsible for making all arrangements necessary for you to have access to the Fennies Fresh App. You are also responsible for ensuring that all persons who access the Fennies Fresh App through your internet connection are aware of these Terms and that they comply with them.

2.3 The Fennies Fresh App requires a smartphone or other mobile device running either the iOS or Android operating system with a minimum of 26 MB of memory on the device you use, (the "Device") and, to download the Fennies Fresh App and to access the latest features, you will need Internet access.

2.4 Please note that certain functions made available on the Fennies Fresh App are governed by additional terms and conditions set out at Part 1a below. In order to download the Fennies Fresh App you must also review and agree to the additional Fennies Fresh App terms set out below and any other terms and conditions imposed by the app store from which you have downloaded the Fennies Fresh App.

2.5 The Fennies Fresh App and the content on it are provided for general information purposes only. They are not intended to amount to advice (medical or otherwise) on which you should rely.

2.6 You may only use the Fennies Fresh App for your own domestic, private and non-commercial use.

2.7 For the purpose of these terms, "Appstore Provider" means the provider of the app store through which you have downloaded the Fennies Fresh App (for example, Apple is the Appstore Provider if you have downloaded the Fennies Fresh App from the Apple App Store, Google is the Appstore Provider if you have downloaded the Fennies Fresh App from Google Play, etc).

2.8 You acknowledge and agree that the Terms have been concluded between you and us, and not with the Appstore Provider. You acknowledge and agree that the Appstore Provider is not responsible for the Fennies Fresh App and its content.

2.9 You acknowledge and agree that the Appstore Provider has no obligation to provide any maintenance or support in respect of the Fennies Fresh App. Should you have any problems in using the Fennies Fresh App, please contact us at [fresh@fennies.com](mailto:fresh@fennies.com) or calling 020 8770 3222.

2.10 In the event that the Fennies Fresh App does not conform with any product warranty provided for by the Terms, the Appstore Provider may provide you with a refund of the price that you paid to purchase the Fennies Fresh App (if any). The Appstore Provider shall, to the maximum extent permitted by law, have no obligation to you whatsoever with respect to the Fennies Fresh App.

2.11 You acknowledge and agree that the Appstore Provider shall not be responsible for addressing any claims that you might have relating to the Fennies Fresh App, including (without limitation): product liability claims; any claim that the Fennies Fresh App fail to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation.

2.12 From time to time we may automatically update the Fennies Fresh App and change the Fennies Fresh service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Fennies Fresh App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Fennies Fresh App and the Fennies Fresh services.

2.13 The Fennies Fresh App will always work with the current or previous version of the operating system (as it may be updated from time to time).

### 3. Your Privacy

3.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice and it is important that you read that information.

3.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Fennies Fresh App or via the Fennies Fresh service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3.3 By using the Fennies Fresh App or any of the Fennies Fresh services, you agree to us collecting and using technical information about the devices you use the Fennies Fresh App on and related software, hardware and peripherals to improve our products and to provide any Fennies Fresh services to you.

### 4. Your account and password

4.1 You will need to register an account with us in order to access certain services available on the Fennies Fresh App ("Account"). If you register an Account, you will be asked to provide certain information (such as your email address) and to create a password, as part of our security procedures.

4.2 We use Single Sign On ("SSO") for account management. This means that registered users can access all of our online services with one set of log in details.

4.3 You must be at least 18 years old to (i) register an account and (ii) order online for collection (see our Online Ordering Terms & Conditions).

4.4 To protect your Account, keep your password confidential and do not disclose it to any third party. You are responsible for the activity that happens on or through your Account. It is best practice not to reuse your Account password on third-party applications. If you know or suspect that anyone other than you know your Account login details, you must immediately notify us at [fresh@fennies.com](mailto:fresh@fennies.com). Please choose a unique and strong password that is not used anywhere else.

4.5 Our setting for SSO timeout is 14 days. This is set to protect your data should a hacker attempt to compromise it, therefore minimising that window.

4.6 We have the right to disable any Accounts and/or passwords, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

4.7 You can delete your Account by contacting us at [fresh@fennies.com](mailto:fresh@fennies.com) or calling 020 8770 3222.

4.8 We are giving you personally the right to use the Fennies Fresh App and the Fennies Fresh service. You may not otherwise transfer the Fennies Fresh App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

## 5 General Acceptance Use

5.1 You agree not to:

5.1.1 use the Fennies Fresh App in any way that breaches these Terms or any applicable local, national or international law or regulation.

5.1.2 rent, lease, sub-licence, loan, copy, provide, reproduce, re-sell or otherwise make available any part of the Fennies Fresh App, in whole or in part to any person unless expressly permitted to do so in these Terms without prior written consent from us; or

5.1.3 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Fennies Fresh App or any equipment, network or software used in operating the Fennies Fresh App.

5.1.4 copy the Fennies Fresh App except as part of the normal use of the Fennies Fresh App or where it is necessary for the purpose of back-up or operational security;

5.1.5 translate, merge, adapt, vary, alter or modify, the whole or any part of the Fennies Fresh App, nor permit the Fennies Fresh App or the Fennies Fresh services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Fennies Fresh App and the Fennies Fresh services on devices as permitted in these terms;

5.1.6 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Fennies Fresh App or the Fennies Fresh Services nor attempt to do any such things, except to the extent permitted by law (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988).

## 6. User Generated Content

6.1 If it is the case that you supply/upload any content to the Fennies Fresh App – whether it be pictures, text, sound recordings or whatever – the content you supply ("User Generated Content") must comply with the following rules:

6.1.1 it must not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;

6.1.2 it must not harass or bully another person;

6.1.3 it must be true and honest so far as you know;

6.1.4 it must not be defamatory of anyone;

6.1.5 it must not use the material or content or infringe the rights or privacy of anyone else; for example, you should not use images of well-known characters, footage or music (unless it is your own);

6.1.6 it must not contain someone else's personal details or confidential information relating to other people; and

6.1.7 it must not promote or condone terrorism, violence or illegal behaviour.

6.2 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these rules.

6.3 In addition, we may from time to time provide interactive services on the Fennies Fresh App that shall enable you to upload User Generated Content, including, without limitation:

6.3.1 comment facilities;

6.3.2 chat rooms; and/or

6.3.3 bulletin boards, (together "Interactive Services").

6.4 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

6.5 The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

## 7. Viruses

7.1 We do not guarantee that the Fennies Fresh App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Fennies Fresh App and we recommend that you use your own virus protection software.

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

## 8. Intellectual property

8.1 We are the owner or licensee of all intellectual property rights in the Fennies Fresh App and its content, the Fennies name and mark and Fennies product names, images and packaging. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

8.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms. You must not use the Fennies Fresh App (or any part of them or their content) for commercial purposes; however, you may download material from the Fennies Fresh App solely for non-commercial, personal use by you.

8.3 No part of the Fennies Fresh App, including, without limitation, the text, designs, graphics, photographs and images contained in them, may be copied, reproduced, republished, uploaded, re-

posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.

8.4 Any communications or materials you send to us through the Fennies Fresh App by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Fennies Fresh App to buy products from us). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products. You grant us a non-exclusive, transferable, perpetual, royalty-free, worldwide licence to copy, use, reproduce, distribute, display, publish, adapt, prepare derivative works of and/or amend any User Generated Content in any format, including in our services and products for any purpose including in relation to the promotion of our services and products.

8.5 We grant to you a non-transferable, non-exclusive, revocable licence to use the Fennies Fresh App on the Devices provided that you comply with these Terms and the documents referred to in it. We reserve all other rights.

8.6 In the event that a third party claims that the Fennies Fresh App infringes its intellectual property rights, we (and not the Appstore Provider) shall be solely responsible for the investigation, defence, settlement and discharge of such claim.

9. Our responsibility for loss or damage suffered by you.

9.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Fennies Fresh App.

9.2 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; for fraud or fraudulent misrepresentation; for breach of any of your legal rights.

9.3 We only supply the Fennies Fresh App for domestic and private use. You agree not to use the Fennies Fresh App, or any content on the Fennies Fresh 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.

9.4 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

9.5 We assume no responsibility for the content of websites linked to from the Fennies Fresh App (including links to any commercial sponsors or partners). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

10. Suspension and termination

10.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):

10.1.1 issue a warning to you;

10.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Websites or Fennies Fresh App;

10.1.3 temporarily or permanently withdraw your right to use the Fennies Fresh App;

10.1.4 suspend or terminate your Account;

10.1.5 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

10.1.6 take further legal action against you; and/or

10.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

## 11. Changes to these Terms

11.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms). Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Fennies Fresh App.

## 12. Other important information

12.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

12.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.3 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the Fennies Fresh App. If you do not accept the notified changes you may continue to use the Fennies Fresh App and the Fennies Fresh service in accordance with the existing terms, but certain new features may not be available to you.

## 13. Governing law and jurisdiction

13.1 These Terms are governed by the laws of England and Wales. This means that your access to and use of the Fennies Fresh App, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

13.2 You can bring proceedings in respect of these Terms in the English courts. However, as a consumer, if you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts; and if you live in the Republic of Ireland you can bring legal proceedings in respect of these Terms in either the Irish or the English courts.

#### 14. Contacting us

14.1 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

14.1.1 Address: Fennies Fresh, 1a Hook Road, Epsom, Surrey KT19 8TH

14.1.2 Telephone number: 020 8770 3222

14.1.3 Email address: [fresh@fennies.com](mailto:fresh@fennies.com)

## Part 2: Online Ordering Terms and Conditions

This page tells you the terms and conditions (the “Terms”) on which we supply the service and products available on the Fennies Fresh App to you.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the service and products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 1. Information about us and how to contact us

1.1 Who we are. “Fennies Day Nurseries” and Preschool or “Fennies” are the trading names of Fennies Day Nurseries Limited, a company registered in England and Wales with company registration number is 05088188 (Fennies, we or us).

Our registered office is at Christchurch Road, Pampisford Road, Purley, CR8 2NL and our main trading address is 1a Hook Road, Epsom, Surrey KT19 8TH.

1.2 How you may contact us. You can contact us by telephone on 020 8770 3222 or by writing to us at [fresh@fennies.com](mailto:fresh@fennies.com).

1.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 2. Ordering Products

2.1 You may order Products online directly from us via the Fennies Fresh App if you wish to collect your Products in-the nursery of your choice.

2.2 You must be at least 18 years old to place an order online.

2.3 In order to submit an Order via the Fennies Fresh App you must first register an account (the "Account") and then follow the procedure set out on the App to submit your Order. You should check all the information that you enter and correct any errors before submitting your Order, as once your Order is submitted, we will begin processing it immediately and you may not be able to correct any errors.

2.4 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "Confirmation Email"). These Terms and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate these Online Terms and shall be a new and separate contract between you and us. The contract shall be in the English language. We will not file a copy of the contract.

2.5 If we are unable to accept your order, we will inform you of this (by e-mail) and will not charge you for the order. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline for that product. 2.6 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

2.6 The Fennies Fresh App is solely for use by parents or guardians of children at Fennies. Collection of our products and services are only available from Fennies and we do not accept orders for collection from any other addresses.

## 3. Our products

3.1 Products may vary slightly from their pictures. The images of the products on our website and the Fennies Fresh App are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website may vary slightly.

3.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

3.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing a particular product. We will let you know at least [PERIOD] in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will no longer be provided.

#### 4. Your rights to make changes

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11.2).

#### 5. Collection

5.1 Your collection time will be set as after 5pm at the time you normally collect your child on that applicable collection day (as set out in the Confirmation Email).

5.2 If you do not collect your Order, your Products will be disposed of and you will not receive a refund.

5.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5.4 You have legal rights if we fail to provide the products to you on the specified collection day. If we fail to provide the products on the specified day then you may treat the contract as at an end straight away.

5.5 We may need certain information from you so that we can supply the products to you, for example, which day, meal, quantity, etc. If so, this will have been stated on the order form. If you give us incomplete or inaccurate information, we will request this from you in writing. If we fail to receive the missing information from you within a reasonable time, we may treat the contract as at an end.

5.6 We may have to suspend the supply of a product to reflect changes in relevant laws and regulatory requirements; or to make changes to the product as requested by you.

5.7 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case we will refund any sums you have paid in advance for the product.

#### 6. Payment

6.1 The prices for the Products (which includes VAT) are set out on the order pages of the Fennies Fresh App when you place your Order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 4.2 for what happens if we discover an error in the price of the product you order.

6.2 It is always possible that, despite our best efforts, some of the Products may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Product's correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the Product's correct price at the time of your Order is higher than the price stated to

you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

6.3 You must pay for the products when you place your Order on the Fennies Fresh App. We will not charge your credit or debit card until we start preparing your order.

6.4 If your payment is not authorised, your Order will not be sent through to the nursery or fulfilled.

6.5 Discounts or promotions are currently not available when ordering on the Fennies Fresh App

6.6 Payment may be made directly through the Fennies Fresh App. We accept payment by debit or credit card. The debit and credit cards that we accept are as follows:

- Visa
- Mastercard
- Maestro
- JCB

6.7 If you think a payment is wrong please contact us promptly to let us know.

## 7. Cancellation and refunds

7.1 Please note that you do not have a right to cancel any contract for Products under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.

7.2 However, you may request that your Order is cancelled or changed after it has been submitted, but this will only be possible before the applicable nursery has received the Order. This can be done by contacting the Customer Care Team. No refund will be permissible if the attempt to cancel is made after the nursery has received the Order.

7.3 If we are able to process a refund (in accordance with clause 7.2), the refund will be made to you as soon as reasonably possible. The refund will be made to the card that was used to initially place the order.

7.4 If a refund is not possible under clause 7.2, then your original payment will still be processed for cancellations and amendments to your Order.

## 8. Other refunds

8.1 You have legal rights in relation to Products that are not as described, faulty or otherwise not fit for purpose. If you believe that any Products that you have ordered do not conform with these Terms, please contact our Customer Care Team at [insert email address] to discuss a replacement or refund.

8.2 If, due to unforeseen circumstances, we are unable to fulfil your Order, we will refund the value of the Product(s) that we were unable to fulfil. You may obtain a refund by contacting our Customer Care Team.

## 9. Products

9.1 We endeavour to provide information on any allergens that the Products may contain on the Fennies Fresh App, but please note that:

9.1.1 because all Products are cooked to order in the same kitchen we cannot guarantee and make no warranty that the Products will not contain any allergens.

9.1.2 the kitchen is a busy working environment and there is a risk of cross-contact between ingredients.

9.1.3 for Orders, customers with special dietary requirements should contact the nursery (using the telephone number listed on the Fennies Website) before they place their order to allow staff to take all reasonable precautions to avoid cross contact; and

9.1.4 please consult our menu terms and conditions for further information regarding allergens in the Products.

9.2 Our Products are freshly prepared and although we try our best to be consistent at times the size of the portions can vary.

## 10. Our responsibility for loss or damage suffered by you.

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed]; and for defective products under the Consumer Protection Act 1987.

10.3 We only supply the Products for domestic and private use. You agree not to use the Products 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.

10.4 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

## 11. Suspension and termination

11.1 If you breach any of these Terms, we may immediately do any or all the following (without limitation):

11.1.1 issue a warning to you;

11.1.2 temporarily or permanently withdraw your right to use the Fennies Fresh App

11.1.3 suspend or terminate your Account;

11.1.4 end our contract with you (if you fail to pay for the products or collect the products in the relevant collection time period);

11.1.5 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

11.1.6 take further legal action against you; and/or

11.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

11.2 To end the contract with us, please let us know by phone or email. Call customer services on 020 8770 3222 or email us at [fresh@fennies.com](mailto:fresh@fennies.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

11.3 Please note that once an Order has been made that particular order cannot be cancelled (see clause 7.2).

12. Complaints. If you have any questions or complaints about any of our products, please contact us. You can telephone our customer service team at 020 8770 3222 or write to us at [fresh@fennies.com](mailto:fresh@fennies.com) or 1a Hook Road, Epsom, Surrey KT19 8TH.

## 13. Changes to these Terms

13.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms) but the Terms applicable at the time of your Order will apply to that Order. Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you order the Products.

## 14. Other important information

14.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.3 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

## 15. Governing law and jurisdiction

15.1 These Terms are governed by the laws of England and Wales. This means that your purchasing of Products and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

15.2 You can bring proceedings in respect of these Terms in the English courts. However, as a consumer, if you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts; and if you live in the Republic of Ireland you can bring legal proceedings in respect of these Terms in either the Irish or the English courts.

15.3 As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

## Part 3: Menu Terms & Conditions

### General

1.1 We serve most of the allergens listed in clause 1.8 in at least one product on our menu, so there may be a risk of cross contact.

1.2 If you have special dietary requirements you must state your requirements at the time you place an order to allow our staff to take all reasonable precautions to avoid cross contact.

1.3 The allergy information is accurate on the day it is consulted online but may change at any future time. If you have any special dietary requirements or allergies you must check with the nursery each time you place an order on the Fennies Fresh App, just in case any of our ingredients have changed.

1.4 The information concerns only intended ingredients of menu items and does not include any customisation to a menu item. Any customisation must be checked in the Food Allergy & Nutritional Information book before placing any orders.

1.5 Each menu item has a list of ingredients. This is the fullest information we have from our suppliers and is consistent with UK labelling laws. Please be aware that certain ingredients, especially those with small quantities in the recipe, do not have to be fully broken down (e.g. "spices").

1.6 Please note that Fennies Fresh is not vegetarian, however we do take specific steps to segregate our non-meat products from our meat products as follows:

1.6.1 a segregated area of the grill is defined for the exclusive cooking of non-meat products; and

1.6.2 separate utensils are always used with non-meat products.

1.7 The manager on duty or head chef will be best placed to answer any questions about our kitchen practices to allow customers with special dietary requirements to make an informed choice about ordering from the Fennies Fresh App.

1.8 The Food Standards Agency Information book, available in the nursery from the manager, also offers more detailed dietary information for the following requirements:

1.8.1 Nuts & derivatives

1.8.2 Peanuts & derivatives

1.8.3 Fish & derivatives

1.8.4 Egg & derivatives

1.8.5 Crustaceans

1.8.6 Molluscs

1.8.7 Milk & derivatives

1.8.8 Soya & derivatives

1.8.9 Celery

1.8.10 Mustard

1.8.11 Lupin

1.8.12 Sesame seeds

1.8.13 Cereals containing gluten

1.8.14 Sulphur dioxide (> 10 mg/kg)

1.8.15 Monosodium glutamate

1.8.16 Irradiated foodstuff

1.8.17 GM matter

1.9 We understand that no matter how comprehensive the data, we cannot answer every question you may have about our food. If you have any specific questions, please contact us at:

Address: Fennies Customer Experience, 1a Hook Road, Epsom, KT19 8TH

Telephone number: 0208 770 3222

Email address: fresh@fennies.com

#### Part 4: Discount Codes:

1.1 We may offer discount promotions and other types of voucher (“Voucher”) which require activation by email application for the holder to commence delivery of Products through our Service. If paid for, the Voucher is deemed to have been sold at the time of payment for it. All of these terms and conditions shall become applicable as between us and the holder of the Voucher (holder) when the Holder redeems the Voucher by applying for a Service to commence.

1.2 A Voucher may only be used once by its Holder and may not be copied, reproduced, distributed or published either directly or indirectly in any form or stored in a data retrieval system without our prior written approval.

1.3 We reserve the right to withdraw or deactivate any Voucher (other than a paid-up gift card) for any reason at any time.

1.4 Vouchers may only be redeemed through our Fennies Fresh App and not through any other website or method of communication. To use your Voucher, you will be required to enter its unique code at the online checkout and use of such code will be deemed to confirm your agreement to these terms and conditions and any special conditions attached to the Voucher.

1.5 We reserve the right to cancel Vouchers at any time. We also reserve the right to reject Voucher codes if we suspect any fraud.