

**THE COOKAWAY LIMITED
(COMPANY NUMBER: 11570053)**

WEBSITE TERMS AND CONDITIONS

Please note before placing an order with us that our recipes are packed in a facility that handles celery, crustaceans, fish, gluten, milk, molluscs, mustard, nuts, peanuts, sesame, soya & sulphites. We cannot guarantee that there will be no traces of such ingredients and/or allergens in our products.

1. These terms and what they cover

- 1.1 These are the terms and conditions (**terms**) on which we will supply the products (**Products**) to you that are listed on our website www.thecookaway.com (**Site**).
- 1.2 Any reference to “**you**” or “**your**”, means you as a customer and/or a user of our Site. Any reference to “**we**”, “**us**”, or “**our**” is to The Cookaway Limited.
- 1.3 Please read these terms carefully before ordering any Products from our Site. These terms tell you who we are, how we will provide our Products to you, how you and we may change our terms or end the contract, what to do if there is a problem and other important information about your legal rights.
- 1.4 By ordering any of our Products from our Site (**Order**), you understand that you agree to be bound by these terms. If you do not agree to these terms, you must not use our Site.
- 1.5 We may update and/or amend our Site and these terms from time to time. Please review the terms each time you use our Site to ensure you understand the terms that apply at that time.
- 1.6 **We draw your attention in particular to our Privacy Notice and the following clauses of these terms:**
 - 1.6.1 clause 11 (Changes);
 - 1.6.2 clause 15 (Our responsibility for loss or damage suffered by you);
 - 1.6.3 clause 12 (Your rights to end our contract or an Order);
 - 1.6.4 clause 13 (Our rights to end this contract);
 - 1.6.5 clause 9 (Delivery).

2. About us and how to contact us

- 2.1 We are The Cookaway Limited, a company registered in England and Wales. Our company registration number is 11570053 and our registered office is at 93 Grand Drive, London, England, SW20 9DW.
- 2.2 You can contact us by email at hello@thecookaway.com.
- 2.3 If we need to contact you, we will do so by email or phone via the details you provided to us in your Order.

3. Our contract with you

- 3.1 These terms come into effect between us and you when you sign up to our Site by creating an account with us and/or when you place an Order.

- 3.2 By signing up for an account on our Site, you agree that a contract will come into existence and you will be bound by these terms.
- 3.3 By registering to our Site and/or placing an Order through our Site in accordance with these terms, you confirm that:
- 3.3.1 you are at least 18 years old;
 - 3.3.2 you are legally capable of entering into contracts with us and have the authority to use your chosen payment method; and
 - 3.3.3 you have specified any food allergies, intolerances and/or other requirements to us when placing an Order.
- 3.4 If you place an Order for our Products, our acceptance of your Order will take place when you receive an automated Order confirmation email, at which point a separate contract will come into existence between you and us for that Order on these terms.
- 3.5 There may be circumstances where we are unable to fulfil your Order after you have received an Order confirmation email. We expect these circumstances to be rare, but this could arise due to circumstances outside of our reasonable control such as a Product being out of stock unexpectedly or we have identified an error in the Product list (including a pricing error). In the unlikely event of such an occurrence, we will use our reasonable endeavours to inform you as soon as possible and an appropriate refund will be issued to your selected payment method. Further details on Order cancellations can be found in clause 12.
- 3.6 Our Site is solely for the promotion of our Products in the United Kingdom. Unless we agree or express otherwise, we only accept Orders from persons residing in, and requiring deliveries to the mainland of the United Kingdom. We are unable to accept Orders for delivery to addresses in the Scottish Highlands and Northern Isles, Northern Ireland, the Isle of Wight, the Republic of Ireland and the Channel Islands.

4. Your account and our Products

- 4.1 When you use our Site, you will be able to:
- 4.1.1 select a recipe box from a number of different cuisine options that we have created for you to choose from (which will contain recipes from our Cookaway chefs); and
 - 4.1.2 place Orders for the Products you have selected to receive easy to cook recipes with fresh ingredients to be delivered to your door.
- 4.2 Orders for Products may be subject to minimum quantities, depending on the nature of the Products and the type of Order being placed. We will notify you of such minimum quantity during the Order process on the Site.
- 4.3 The images of the Products shown on our Site are for illustrative purposes only. We cannot guarantee that a device's display of the colours accurately reflects the colour of the Products.
- 4.4 Your Products may vary slightly from those images on our Site, and although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Site are approximate only.
- 4.5 Our recipe boxes are offered for 2 or 4 persons (or as otherwise specified) and the recipe cards will list all the required ingredients. We will use our reasonable endeavours to provide all the ingredients in the listed measures on our recipe cards, except in some cases where we may provide more than what is required (due to packaging/supplier constraints) but we will not provide less than the required quantities listed on our recipe cards. We may also substitute some ingredients which will not materially affect the quality of the Products e.g. we may swap a red pepper for a yellow pepper.

4.6 We use our reasonable endeavours to highlight any potential allergens in our Products on each recipe box and each recipe card, so please be sure to check these carefully.

4.7 You are responsible for keeping your password, any other personal identifiers and/or any other details in relation to your account on our Site confidential. We reasonably expect you not to share such details with anyone and to use unique identifiers for our Site. We will not be liable for any unauthorised transactions entered into using your details on our Site.

5. Your personal information

5.1 We will use the personal information you provide to us:

5.1.1 to supply the Products to you (when you place an Order);

5.1.2 to enable processing of your payment for the Products; and

5.1.3 if you agreed to this during the Order or sign-up process, to give you information about similar products that we provide (but you may stop receiving this at any time by contacting us).

5.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

5.3 Please see our Privacy Notice for further information as to how we may use and/or process your personal information.

6. Intellectual property rights

6.1 We are the owner or licensee of all intellectual property rights in our Site and the material/content published on it, whether such rights are registered or unregistered. These rights are protected by law and we and/or our licensors will retain ownership in any intellectual property rights in the images, the Site and all other intellectual property rights created by us during the provision of the Products and/or the Site.

6.2 Our Products, including the ingredients supplied and the recipe cards/menus provided, and the information contained on our Site, are for your personal reference and domestic use only. You agree to use our Products as directed and not to modify our Products and/or any part of our materials/content (which is subject to copyright law) for commercial or business purposes. Access to, copying and downloading content and information from our Site and/or Products is subject to fair and reasonable usage principles. We may terminate your access to our Site and/or our contract with you should we reasonably determine that your use is not in compliance with these terms.

7. Acceptable use of our Site

7.1 You may use our Site only for lawful purposes. You may not use our Site:

7.1.1 in any way that breaches any applicable local, national or international law or regulation;

7.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

7.1.3 for the purpose of harming or attempting to harm any person in any way;

7.1.4 to send, knowingly receive, upload, download, use or re-use any material which is defamatory, obscene, offensive, hateful, inflammatory, promotes violence of discrimination on any grounds, infringes any intellectual property rights, promotes illegal activity or is likely to harass, upset, embarrass, alarm or annoy any other person or is otherwise illegal;

7.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

7.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

7.2 We reserve the right to decline your registration (or suspend or terminate your access) to our Site at any time as we shall in our sole discretion determine.

7.3 Our Site may, from time to time, include information and materials uploaded or provided by other users of the Site e.g. posting of comments or reviews. If any such information or materials are uploaded to our Site, this information and these materials have not been verified or approved by us. Any views that are expressed by you, other users or persons on our Site do not represent our views or values.

7.4 If you post a comment or review of our Products online, you consent to us using such comment or review on our Site or our social media outlets.

8. Price and payment

8.1 The price of the Products (which includes VAT) will be the price indicated on the order pages of our Site when you place your Order. We take all reasonable care to ensure that the price of the Products advised to you at the time of Order is correct.

8.2 You will have the option to purchase individual pay-as-you-go Orders (**Individual Orders**), or recurring payment subscription Orders by direct debit or other agreed payment method (**Subscription Orders**) when you place your Order on our Site.

8.3 It is always possible that, despite our reasonable efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order.

8.4 You will be charged for the Products at the point of automated Order confirmation in accordance with your selected preferred payment method provider's terms and conditions. You are responsible for checking the details of your Order before you confirm acceptance. Please refer to clauses 12 and 13 below regarding Order cancellations and termination of the contract.

8.5 If you think any information on your automated Order confirmation email is wrong, please contact us promptly to let us know.

9. Delivery

9.1 The costs of delivery will be as displayed to you on our Site.

9.2 During the Order process you will be able to select a delivery date for the Products when you place your Order. Please note that all delivery dates provided are estimates only, and whilst we will use our reasonable endeavours to deliver the Products to you on your selected delivery date, we do not guarantee delivery on the delivery date selected.

9.3 Your Order confirmation email will confirm your estimated delivery date and we reserve the right to deliver the Products at any time on the estimated day of delivery.

9.4 When your Order is dispatched, you will receive a dispatch confirmation email from us and a notification from our courier via email and text message.

- 9.5 On the morning of the delivery date, you will receive a one-hour window from our courier with the option to indicate if you would like the courier to leave the Products in a safe place, leave the Products with a neighbour, change your delivery address, change your delivery window, request for the Products to be left at a pick up point or ask for the Products to be left at your local depot.
- 9.6 Our courier will make reasonable efforts to deliver the Products. If you are not at the address provided for delivery when a delivery attempt is made and you have not provided us or our courier with any further instructions in relation to delivery (e.g. to leave Products in a safe place), our courier will try to contact you or leave the Products with a neighbour. You will receive an email from the courier with the attempted delivery action that has been taken. Unfortunately, our couriers cannot leave Products on a high street or enter a tower block without entry access. If despite our (and our courier's) reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and you will not be entitled to a refund given the perishable nature of the Products.
- 9.7 If our courier has left your Products in a safe place, they will take a photo of the Products in the safe place which you can request to see by emailing us.
- 9.8 The Products will be your responsibility from the time our courier dealing with delivery delivers the Products to the address you have provided to us during the Order process. You will own the Products once we have received payment in full and the Products have been delivered to you.
- 9.9 We may contact you if we need any information from you to complete the Order. If you do not give us (or our courier dealing with delivery) this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may not be able to deliver the Products and may end the contract. We will not be responsible for supplying the Products to you late or not supplying any part of them if this is caused by you not giving us (or our courier) the information we need within a reasonable time of us asking for it.
- 9.10 If our supply of the Products is delayed by an event outside our control then we will contact you 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.

10. Discount codes and gift cards

- 10.1 You may use a unique discount code if it has been issued to you or authorised by us for our Products from time to time. You will only be able to use each unique discount code once per household.
- 10.2 Discount codes and gift cards may only be applied to future orders and cannot be exchanged or refunded for cash. Please check if there are time limits to the discount codes and gift cards as you may only have a limited time period to use them. No change or credit will be given for unused portions of a gift card.
- 10.3 We may apply maximum limits to the value of gift cards and discount codes that we issue.
- 10.4 We reserve the right to cancel discount codes at any time. We also reserve the right to reject discount codes and gift cards if we suspect any fraud has occurred.
- 10.5 We are not responsible if discount codes or gift cards are lost, stolen or damaged.

11. Changes

- 11.1 If you wish to make a change to your Order, please contact us. If it is possible to change the Order, we will let you know about any changes to the price of the Products and the timing of delivery and ask you to confirm whether you wish to go ahead with the change.

11.2 We may make changes to these terms or the Products, but if we do, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

11.3 We may change the Products or terms to reflect changes in relevant laws and regulatory requirements or to carry out improvements.

12. Your rights to end our contract or an Order

12.1 Our Products contain perishable goods (such as the fresh ingredients in our recipe boxes), which are likely to deteriorate or expire relatively quickly and have a 'best before' date. Perishable goods are exempt from your 'normal' legal right to change your mind within 14 days. It is important to note that you do not have the legal right to change your mind unless the Products are faulty or not as described. In these circumstances you may be entitled to a refund or exchange. However, you can still end your contract with us before it is completed as detailed in clauses 12.2 to 12.7.

12.2 Unfortunately, due to the perishable nature of the Products and our required preparation time from Order to delivery, you cannot cancel an Individual Order which is due for delivery within our 72 hour (3 day) preparation time and you will not be entitled to a refund.

12.3 If you wish to cancel an Individual Order which is due for delivery outside of our 72 hour (3 day) preparation time, please contact us and notify us of your wish to cancel your Individual Order. We will refund you in full for the Individual Order you have cancelled provided you cancel your Individual Order outside of our preparation time.

12.4 You can put any Subscription Order scheduled for delivery on hold by giving us up to 72 hours (3 days) notice in advance of the scheduled delivery date by contacting us.

12.5 If you wish to cancel a particular Subscription Order which is due for delivery outside of our 72 hour (3 day) preparation time, please contact us and notify us of your wish to cancel that Subscription Order. We will refund you in full for the particular Subscription Order you have cancelled provided you cancel such Subscription Order outside of our preparation time.

12.6 You can cancel your upcoming Subscription Orders with us at any time, however, due to the perishable nature of the Products and our required preparation time from Order to delivery, unfortunately you cannot cancel a Subscription Order which has already been processed by us and is due for delivery within our 72 hour (3 day) preparation time and you will not be entitled to a refund.

12.7 You may also end the contract or a specific Order for the following reasons by contacting us and providing us with the relevant details:

12.7.1 if we have told you about a material error in the price or description of the Products you have Ordered and you do not wish to proceed;

12.7.2 if there is a risk that supply of the Products may be significantly delayed because of events outside our control;

12.7.3 we have suspended supply of the Products for technical or sourcing reasons, or notify you we are going to suspend them for technical or sourcing reasons, in each case for a period of more than 14 days; or

12.7.4 you have a legal right to end the contract because of something we have done wrong (you may have a legal right to end the contract where, for example, the Products you have bought are faulty or mis-described or we have breached these terms).

In these circumstances, we will refund you in full for any Products which have not been provided.

- 12.8 The Appendix to these terms contains a model withdrawal form which you can use to tell us about your decision to cancel the contract, but you do not have to use this form. You can also contact us in one of the ways listed in clause 2.
- 12.9 If you are entitled to a refund under these terms we will refund you the price you paid for the Products including delivery costs, by the method you used for payment, within 14 days.
- 12.10 If you choose to terminate your account via our Site, this will terminate the contract. This will not affect any legal claims either of us may have, or any part of these terms which we would expect to continue including fulfilment of any placed Orders and the requirement for payment for such Orders which were processed by us before your termination of your account.

13. Our rights to end the contract

- 13.1 We may cancel or suspend your account if you breach any of these terms.
- 13.2 We may cancel or suspend any Order and/or the contract if you delete your account on our Site, your account is inactive for a prolonged period of time, or we are unable to fulfil your Order as described in clause 3.5.
- 13.3 We will do our best to give you reasonable notice of any suspension, temporary restriction or termination of your account and/or your Order. We will refund any money you have paid in advance for Products we have not provided in relation to that Order but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract for that Order.

14. Our promise to you

- 14.1 We promise to you that any Product purchased from us through our Site will, on delivery, be as described on our Site, be of satisfactory quality and be fit for purpose.

15. Our responsibility for loss or damage suffered by you

- 15.1 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.
- 15.2 We will not be responsible for:
- 15.2.1 modification or alteration of the Products by anyone other than us;
 - 15.2.2 your (or any third party's) use of the Products in a manner contrary to the instructions given to you by us;
 - 15.2.3 fair wear and tear, wilful damage, abnormal storage (i.e. not in a fridge) of the Products by you or by any third party; or
 - 15.2.4 any failure by you to use reasonable skill and care in using (i.e. preparing and eating) the Products and/or storing the Products after delivery (i.e. not in a fridge, not storing Products safely or hygienically).
- 15.3 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:
- 15.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 15.3.2 fraud or fraudulent misrepresentation; and

15.3.3 breach of your legal rights in relation to the Products.

15.4 We only supply the Products for to you for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you or others for any loss of profit, loss of business, business interruption, or loss of business opportunity. Any such commercial, business or re-sale usage is strictly prohibited.

16. Other parties who may perform the contract

16.1 You agree that we may instruct other persons, companies or firms to carry out our obligations under the contract on our behalf, including where we instruct such persons, companies or firms to procure or arrange delivery of your Products to you. You may refer to their terms and conditions for further details and information as regards their services.

17. Other important terms

17.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.3 When we use the words "writing" or "written" in these terms, this includes emails and electronic communication with you via your account or notices posted on our Site.

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

17.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17.6 These terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

Appendix: Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

To: **THE COOKAWAY LIMITED**, 93 Grand Drive, London, England, SW20 9DW.

Email: hello@thecookaway.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of The Cookaway Limited's recipe box products.

Ordered on: [*]/received on: [*]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Please delete as appropriate