

OFFICE DINER USER TERMS AND CONDITIONS

Officediner.co.uk is the on-line site owned and operated by Office Diner on the Internet. Access to the officediner.co.uk site is subject to registration and the following terms and conditions. These terms and conditions will come into effect when you have registered with us.

1 Registration

1.1 You are registering as a user of officediner.co.uk. Access will be through your username and password. These are personal to you with your registered details, please do not share these details with anyone. You should notify us if your username or password is taken or being used by another party by contacting us on orders@officediner.co.uk. You can change your password at any time by clicking the "Change Password" button on the account page on our delivery site.

2 Making a Purchase

2.1 There is a daily cut-off time for orders. Breakfast and Lunch orders must be placed by 17:30pm on the day before the required delivery. No new orders can be accepted after this time. Any cancellations or amendments to an order must be made by 17:30pm on the day before the requested delivery date by contacting Customer Services on 0207 833 3543. Same day cancellations or amendments may incur a cost.

2.2 Any order you make for products with Office Diner is an offer by you to purchase such products (subject to these terms and conditions), and acceptance of any order is at Office Diners sole discretion. An order is deemed to have been accepted by Office Diner only when you receive the receipt confirmation with your order details or confirmation to this effect after the point of payment. Once we have accepted your order, there may be occasions where, for quality reasons or for other reasons beyond our control, it will not be possible to complete your order in full. In such cases, we will aim to replace your order or parts of your order with a substitute product or products of similar quality. Should you have any difficulty in placing your order on-line ring our helpline on +44 0207 833 3543

3 Price and Payment

3.1 The price will be as set out on the price menu selection page (shown on the officediner.co.uk site), prices will be current at the date of order of the products.

3.2 Price and availability information is subject to change without notice. We accept payment by most leading credit and debit cards including Visa, MasterCard, Amex, Maestro and Delta. Payment can also be made by BACS.

3.3 Invoices will be emailed out at 17.30pm on the day of delivery and there is a 30 day payment terms

4 Delivery

4.1 Products will be delivered to the collection point nominated by yourself at the time of making the order (This may be a reception area). You may change your nominated collection point when placing an order by adding comments to the special instructions box at.

4.2 All deliveries are made in a 45 minute delivery time slot. The start of the time slot is the one entered in when placing the order.

4.3 All deliveries must be checked and signed for by an approved representative of you at the time of delivery. Signature will be deemed to constitute acceptance and delivery of a complete order.

4.4 If any part of an order is found to be missing (or is rejected) on delivery, you must inform Office Diner immediately by calling our help-line on 0845 130 8088.

4.5 Office Diner will not re use or re sell any food or beverage items that have left the premises. Once the controlled conditions are broken, particularly in regard to temperature, there are a number of external factors outside of our control which might affect the quality of the product. Therefore, unless the product is faulty we cannot accept return of these products.

5. Terms of Supply

5.1 Office Diner food is supplied strictly for direct customer use. Under no circumstances is our food to be re-sold to a third party or offered at subsidised or inflated rates to a third party. This restriction also applies to in-house catering arrangements where contract caterers are ordering on behalf of clients unless authorised by Office Diner.

5.2 You will comply with any instructions and recommendations of Office Diner in relation to the storage and use of the products (for example and without limitation, use by dates).

6 Liability

6.1 The liability of Office Diner in contract, tort (including, without limitation, negligence) or otherwise in respect of any products delivered or otherwise in connection with an order or for any loss, injury or damage attributable directly or indirectly thereto will be at the sole discretion of Office Diner. It will be limited to either: (a) delivering replacement products (at Office Diner expense); or (b) refunding any sums paid to Office diner for the products.

6.2 Office Diner will not be liable (whether or not caused by Office Diner's negligence) for any loss of profit or goodwill or opportunity or reputation suffered or incurred by or any third party, nor for any indirect or consequential loss.

6.3 Office Diner will not be liable for any loss, injury or damage attributable directly or indirectly to any use of or inability to use the Office Diners website by you including (but not by way of limitation) any inaccessibility or malfunctioning of the website, fraud, misuse of data or any viruses passed to your computer from the Office Diner website.

6.4 Nothing in these terms will limit or exclude the liability of Office Diner for death or personal injury caused by negligence on its part and nothing in these terms will affect your statutory rights.

7 Termination

7.1 You can withdraw your registration by emailing the helpdesk at orders@officediner.co.uk

7.2 We reserve the right to terminate your access to Office Diner immediately without notifying you in advance should you not operate your account in line with these terms and conditions.

8 Use of material appearing on the Office Diner web site

8.1 All rights in the site design, computer codes, text, graphics and other content, interfaces, and the selection and arrangements thereof (the "Materials") belong to Office Diner or its licensors. You may print or download portions of this site and make copies of these for your own personal use only. Any other use (including without limitation any further reproduction, storage or transmission to anyone) of any Materials without our prior written permission is strictly prohibited.

9 Contacting us

9.1 If you need to contact us, please email us at orders@officediner.co.uk
Alternatively, you can call us on 0207 833 3543 or write to us at

Office Diner
188 Grays Inn Road,
London WC1X 8EW

10 Variation

10.1 Office Diner reserve the right to amend the terms of this Agreement from time to time. Your continued use of any part of the Office Diner site after any such amendment will constitute your acceptance of the amendment or amendments concerned. You should therefore regularly visit these terms and conditions to ensure that you keep up to date with your rights and obligations under this Agreement. If any such amendments are considered in the reasonable opinion of Office Diner to be material, notice of the amendments will be brought to your attention on your next visit to the Office Diner site.

10.2 If you do not wish to accept an amendment you should immediately withdraw your registration to the Office Diner site.

11 Access/Force Majeure

11.1 Although we will aim to provide uninterrupted access to the Office Diner site, we cannot guarantee this. We accept no responsibility or liability for any interruption or delay which may occur to anyone visiting or wishing to visit the Office Diner site.

11.2 In the event we cannot fulfil obligations to you under this agreement due to any event beyond our reasonable control, we will notify you and we will be relieved of our obligations to you under these terms and conditions to the extent such performance is hindered by such an event.

12 Jurisdiction

12.1 This Agreement is governed by English law and both we and you agree to submit to the exclusive jurisdiction of the English courts.

13 Allergy Warning

13.1 Office Diner products may contain traces of nuts. For full nutritional information on the products within our product range please contact customer service at orders@officediner.co.uk or call us on +44 0207 833 3543