

www.hotdinner.co.uk - Terms and Conditions

A. These Terms, together with all other documents referred to herein, set out the terms under which Users (“Customers – Consumer”) buy from Vendors (Business Owner) on Our Marketplace, www.hotdinner.co.uk Please read these Terms carefully and ensure that you understand them before purchasing anything on Our Marketplace, www.hotdinner.co.uk. You will be required to read and accept these

Terms when you request an Account. If you do not agree to comply with and be bound by these Terms, you will not be able to submit any Orders on Our Marketplace, www.hotdinner.co.uk

B. We provide an online platform to connect Vendors (Business Owner) with Customers (Consumers) and provide an online ordering service of Food Products.

C. At no time will a contract come into existence between us and Customers (Consumers) for the purchase of any Food Products or any other items from Vendors. Any contract for the sale/purchase of Food Products formed between a Vendor (Business Owner) and a Customer (Consumer) will be solely between the Vendor (Business Owner) and Customer (Consumer) and our role is limited to the online ordering of Food Products where applicable.

Our Site, www.hotdinner.co.uk is directed to Customers and Vendors based in the United Kingdom only for Online orders and is subjected to location restrictions.

1 Definitions and Interpretation

1.1 In these Terms for Customers, unless the context otherwise requires, the following expressions have the following meanings:

Nanosoft Tech Ltd Registered in England Company Registration Number: 07856726
Trading as www.hotdinner.co.uk

“Account” means an account required to access and/or use certain areas of Our Site.

“Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site.

“Customer/Consumer” means a User who makes a purchase on www.hotdinner.co.uk;

“Food Products” means the products sold by Vendors/Business Owner through www.hotdinner.co.uk;

“Listing” means a listing on www.hotdinner.co.uk advertising Food Products for sale.

“www.hotdinner.co.uk” means Our platform (Website/Market Place) for Vendors and Customers.

“Order” means the Online Food Order by a Customer for the Vendor’s Food Products.

“Our Site” means <https://www.hotdinner.co.uk>

“User” means a user of Our Website.

“Vendor” means a User/Business owner who is an independent food retailer/restaurant/takeaway who sells food on www.hotdinner.co.uk;

“We/Us/Our” means Nanosoft Tech Limited as www.hotdinner.co.uk for Business, a company registered in England with company number 7856726 and whose registered office is 15 Grantham Road, London, United Kingdom, E12 5LX.

2. Information About Us

2.1 www.hotdinner.co.uk is a website owned and operated by Nanosoft Tech Limited as www.hotdinner.co.uk for Business, a company registered in England with company number 7856726 and whose registered office is 15 Grantham Road, London, United Kingdom, E12 5LX.

2.2 Contact us by:

* Writing to us at the above address.

* By emailing us at office@nanosoft.co.uk;

* Calling us on 02072478191

3. Access to and Use of Our Site

3.1 Access to Our Website is free of charge.

3.2 It is Uses responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Use of Our Site is also subject to [Our Terms of Use](#). Please ensure that you have read them carefully and that you understand them.

4. Restrictions

Customer may only register for an Account and/or submit an Order if they are at least 18 years of age and wish to submit a food Order for delivery in the United Kingdom.

5. www.hotdinner.co.uk

www.hotdinner.co.uk is provided as an online venue for Vendors/Business Owner and Customers.

Although we don't deliver the Food Products, we are a party to the transaction for the purchase of the Food Products. You hereby acknowledge and agree that:

5.1 You are not making a purchase from Us for Food Products and are not entering into a contract with Us for the purchase of Food Products, and we only act as agent for online ordering portal of the Food Product. Your purchase is from the Vendor in question, and your contract is with that Vendor/Business Owner.

5.2 We will not be a party to any dispute between you and any Vendor or another Customer. Any claims must be made directly against the party, vendor concerned.

5.3 We do not pre-screen Vendors/Business Owner's Food Products (or any other goods or services) that Vendors advertise in Listings on Our Marketplace (www.hotdinner.co.uk). We are not, therefore, in any way responsible for any items sold or for the content of any Listings and items.

5.4 While all Vendors/Business Owners are required to comply with Our Terms for Vendors which include provisions covering important matters such as payment methods, all Vendors are different and may not process transactions within the same time frame, have differing Food Products and delivery timeframes, and set their own prices.

6. Intellectual Property Rights

6.1 The provisions of Our Terms of Use apply to all User Content submitted to www.hotdinner.co.uk, including any and all User Content submitted to Our Marketplace, www.hotdinner.co.uk in Listings.

6.2 Customers must, at all times, respect the intellectual property rights of Vendors and other Users on Our Marketplace, www.hotdinner.co.uk. Under no circumstances may you use intellectual property belonging to another party without that party's express permission.

7. Customer Rules and Acceptable Usage Policy

7.1 When using Our Marketplace, www.hotdinner.co.uk, you must do so lawfully, fairly, and in a manner that complies with the provisions of this Clause 7. Specifically:

7.1.1 you must ensure that you comply fully with all local, national, or international laws and/or regulations.

7.1.2 you must not use Our Marketplace, www.hotdinner.co.uk in any way, or for any purpose, that is unlawful or fraudulent.

7.1.3 you must not use Our Marketplace, www.hotdinner.co.uk to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.

7.1.4 you must not use Our Marketplace, www.hotdinner.co.uk in any way, or for any purpose, that is intended to harm any person or persons in any way.

7.1.5 you must always provide accurate, honest information to Vendors on Our Marketplace, www.hotdinner.co.uk; and

7.1.6 you must not engage in any form of price fixing with other Users (including Vendors and Customers).

7.2 When using Our Marketplace, www.hotdinner.co.uk, you must not submit anything, or otherwise do anything that:

7.2.1 is sexually explicit.

7.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory.

7.2.3 promotes violence.

7.2.4 promotes or assists in any form of unlawful activity.

7.2.5 discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; gender; religion; nationality; disability; sexual orientation; or age;

7.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.

7.2.7 is calculated or is otherwise likely to deceive.

7.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to.

7.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.2).

7.2.10 implies any form of affiliation with Us where none exists.

7.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks, patents, and database rights) of any other party; or

7.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7.3 We reserve the right to suspend or terminate your access to Our Marketplace, www.hotdinner.co.uk if you materially breach the provisions of this Clause 7 or any of the other provisions of these Terms.

Further actions We may take include, but are not limited to:

7.3.1 removing any offending material from Our Marketplace, www.hotdinner.co.uk;

7.3.2 issuing you with a written warning.

7.3.3 issuing legal proceedings against you for reimbursement of any and all relevant costs resulting from your breach on an indemnity basis.

7.3.4 taking further legal action against you as appropriate.

7.3.5 disclosing such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

7.3.6 taking any other actions which We deem reasonably necessary, appropriate, and lawful.

7.4 We hereby exclude any and all liability arising out of any actions that We may take in response to breaches of these Terms.

8. Purchasing from Vendors

8.1 Images of Food Products within Listings are for illustrative purposes only:

1. a) there may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays, lighting conditions, and the fact that foodstuffs will naturally vary in appearance.
2. b) images and/or descriptions of packaging are for illustrative purposes only; the actual packaging of Food Products may vary; and

3. c) due to the nature of the Food Products, there may be some variation in the size, weight or volume of those Food Products between the actual Food Products and the description.

8.2 Please note that sub-Clause 8.1 does not exclude a vendor's responsibility for mistakes due to negligence and refers only to minor variations of the correct Food Products, not to different Food

Products altogether.

8.3 Vendors have agreed that, within all Listings, they will set out: o the full price of the Food Products; o Any allergen information.

8.4 You are responsible for checking the ingredients in Food Products for any allergens, dietary or other reasons that could affect your consumption of the Food Product. If you have, or someone you are ordering for has, a concern about food allergies, intolerances or other dietary preferences, you should always contact the Vendor before placing your Order.

8.5 Our Site will guide you through the ordering process which can only be used for online Orders. Before submitting your Order, you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.

8.6 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that a Vendor/Business Owner may, at their sole discretion, accept or reject. Vendors must accept an Order:

* Within 24 hours if the Order is received with more than 48 hours' notice; or

* Within 2 hours if the Order is received with less than 24 hours' notice; or

* Within 15 minutes if the Order is received on the same day as it is due for delivery.

8.7 If a Vendor/Business Owner fails to either accept or reject an Order by the times set out at Clause.

8.6 then by default they are deemed to have accepted the Order.

8.8 As set out above in Clause 5, all transactions on Our Marketplace, www.hotdinner.co.uk are between

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Vendors and Customers only. We are not a party to such transactions.

8.9 When making a purchase from a Vendor, you expressly agree that:

1. a) You understand that the contract for the purchase of the Food Product is between you and the Vendor;
2. b) You will submit payment for the Order at the time of submitting the Order or abide by Paid Account Terms (see Clauses 9 and 10);
3. c) You understand that we act as agent only for the delivery of the Order;
4. d) You understand that it is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol, or for any person to buy, or attempt to buy, alcohol, tobacco or other smoking products on behalf of any person who is under the age of 18; and
5. e) If your Order includes any alcohol, cigarettes or other smoking products, you or the recipient as applicable, will be asked to provide proof of your age on collection or delivery of your Order. If you or the recipient as applicable, are unable to provide proof that you are aged 18 or over, or if We, our drivers/couriers, or Vendors reasonably believe that the alcohol, cigarettes or other smoking products you have ordered have been bought by you on behalf of someone under the age of 18, We and the Vendor reserve the right not to complete the delivery of the alcohol, cigarettes or other smoking products to you or the recipient as applicable.

9. Payments

9.1 Payment for Food Products must always be made in advance, and you will be prompted to pay during the order process. Your chosen payment method (Cash/Card) will be charged at the time your Order is submitted.

9.2 No payments should be made to Vendors directly.

9.3 We will not make any of your payment details (including, but not limited to, card numbers, bank account numbers, and sort codes) available to Vendors at any time, or for any reason.

10. Taxes

10.1 It is the responsibility of Vendors to collect and pay taxes on any sales made through Our Marketplace, www.hotdinner.co.uk.

10.2 Where any tax, for example VAT, forms a part of the price of Food Products on Our

Marketplace, www.hotdinner.co.uk, the tax must be included in the price of the Food Product.

10.3 If a Vendor is VAT registered, they may be required to charge VAT on the Food Products that they sell on Our Marketplace, www.hotdinner.co.uk.

10.4 For further information on VAT and other taxes in your location, please contact your local tax authority.

11. Delivery of Food Products

11.1 Vendors will indicate within their Listings whether they deliver the Food Products directly.

Where no such indication is given, we shall arrange for the Food Products to be collected from the Vendor and delivered to you by the time stated within your Order.

11.2 All Vendors have differing times for the processing of Orders, and these will be indicated within the Vendor's Listing.

11.3 All delivery times are estimates only. Neither We nor Vendors guarantee that Orders will be delivered within the estimated times, and neither We nor Vendors are responsible for non-delivery where such non-delivery occurs due to Force Majeure Events (events that are beyond Our control and could not have been avoided even if all reasonable measures had been taken, for example, road closures and traffic).

12. Customer Changes and Cancellations

As a consumer based in the European Union, for many contracts entered into online, you may be entitled to a "cooling-off" period within which you may cancel your contract for any reason.

However, the cooling-off period does not apply where items are likely to deteriorate quickly (such as food). Once you have submitted your Order:

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1. a) You will be able to make changes to your Order with the consent of the Vendor. 2.
- b) You may cancel the Order if there is food related issue and delivery delayed thereafter, you will be entitled to a refund.

14. Problems with Transactions and Your Rights

14.1 All Vendors/Business owner must carry out their services (food preparation) with reasonable care and skill and the Food Products must be of satisfactory quality, fit for purpose, as described at the time of purchase and in accordance with any pre-contract information that Vendors/Business Owner provide to Customers. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

14.2 If you have any cause of complaint about the services or Food Products provided you should contact www.hotdinner.co.uk (using the contact details in Clause 2) as soon as possible, but no later than 7 days of the date on which the complaint arose.

14.3 If Vendors do not perform the services or provide Food Products as set out in sub-clause 14.1, you may have the right to request a repeat Food Order, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price.

14.4 If for any reason a Vendor is required to repeat the Food Order in accordance with your legal rights, they will not charge you for the same and they will bear any and all costs of repeating the Food Order. In cases where a price reduction applies, this may be any sum up to the full price paid and may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We or the Vendor agree that you are entitled to the refund) and made via the same payment method originally used by you (or, where applicable, you may contact us to make a credit to your credit account).

15. Your Account Cancellation Rights

15.1 Vendor or Customer may close Account at any time by contacting us using the contact details in Clause 2.2.

15.2 Vendor will still remain liable to us after closing your Account for any monthly subscription for www.hotdinner.co.uk.

16. Our Liability to You

16.1 As stated in Clause 5, We are not a party to any transactions for the sale/purchase of Food Products or their delivery where the Vendor is delivering directly to you (for example, we are not responsible for any Orders that are not fulfilled correctly, for the quality of the food supplied or any other issues relating to the food/service supplied). We do not pre-screen Vendors or any Food Products or other items that Vendors advertise in Listings on Our Marketplace. We will not be responsible for any aspect of a transaction and make no warranties as to the quality, safety, or legality of any Food Products or other item(s) purchased from Vendors on Our Marketplace, www.hotdinner.co.uk. Any claims pertaining to a transaction must be made directly to us in the first instance using the contact details in Clause 2.2, within 5 days of the date of which you became aware of a possible claim.

16.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or as a result of Our negligence.

16.3 Subject to sub-Clause 16.2, to the fullest extent permissible by law, we will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

16.4 Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); or for fraud or fraudulent misrepresentation.

16.5 Where you use our Site in the course of a business, trade or profession, without prejudice to clause 16.2 Our total aggregate liability under or in connection with this agreement, whether arising in tort (including negligence), contract or in any other manner will not exceed £500.00 or the total payments made to us in the preceding 3 months prior to a claim arising, whichever is lower.

16.6 Nothing in these Terms seeks to limit or exclude consumers' legal rights. For more details of consumers' legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

17. Data Protection

17.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation General Data Protection Regulation ("GDPR") and your rights under the GDPR.

17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy and Cookies Policy.

17.3 Vendors/Business Owner will also collect, hold, and process your personal information in the course of transactions (for example, your name, email address, and business address). Vendors are, therefore, also considered data controllers under the GDPR and will be responsible for complying with their legal obligations and protecting your rights under the GDPR.

17.4 You must only use the personal data of other Users (whether they are Vendors or Customers) to the extent necessary to complete a transaction, to communicate about a specific transaction, to communicate via Our Marketplace, and/or to respond to messages from them. You may not add any User to a mailing list, use their data for marketing, or retain any payment details. You may only use another User's personal data for additional purposes with their consent.

18. Promotional Codes

18.1 We may from time to time offer promotion codes on our Site.

18.2 Any promotional codes:

1. a) May only be redeemed against Orders submitted through Our Site.
2. b) Will only for the specific promotion and time stated.
3. c) Must be used by the deadline specified.
4. d) Can only be used once and cannot be used in conjunction with any other offer or promotional code.
5. e) Is personal to you and cannot be transferred to any other person or Account; and
6. f) Have no cash-in or other value and may not to be exchanged for cash.

18.3 We shall not be liable for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of a promotional code for any reason.

18.4 We reserve the right, at any time, and at our sole discretion, to add, amend, or withdraw all and any promotion codes.

20. Other Important Terms

19.1 We may transfer (assign) Our obligations and rights under these Terms to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

19.2 You may not transfer (assign) your obligations and rights under these Terms without Our express written permission.

19.3 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

19.4 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.

19.5 We may revise these Terms from time to time by changing them on this page and you may be required to accept the new Terms when next signing into your Account. If you do not agree to the change in Terms, then you may close your Account (see Clause 15).

20. Law and Jurisdiction

20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

20.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Clause 20.1 above takes away or reduces your rights as a consumer to rely on those provisions.

20.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.