

# GLANMORE FOODS WEBSITE TERMS AND CONDITIONS

## IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("Website Terms") on which we, Glanmore Foods Limited ("we", "our" or "GLANMORE FOODS"), provide access to our website <https://www.GlanmoreFoods.ie> and ordering platform through which you order products (collectively "the Website"). Please read these Website Terms carefully before placing any orders through the Website. By placing orders through the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Policy.

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website <https://www.GlanmoreFoods.ie> in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing and using our Website that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

## I. TERMS AND CONDITIONS OF USE AND SALE

### 1. INTRODUCTION AND OUR ROLE

1.1. Company details: Glanmore Foods is a company registered in Ireland with registered company number 355469, whose registered office is at Unit 3, Northwest Business Park, Blanchardstown, Dublin 15.

1.2. VAT number: Our VAT number is 63754690.

1.3. Product Orders: We provide a way for you to communicate your orders ("Orders") for products ("Products") to Schools ("Schools") displayed on the Website. The legal contract for the supply and purchase of Products is between you and Glanmore Foods and we will conclude the sale of Products on behalf of the Schools in all cases.

## **2. WEBSITE ACCESS AND TERMS**

2.1. Website access: You may access some areas of the Website without making an Order or registering your details with us. Most areas of the Website are open to everyone.

2.2. Acceptance of terms: By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

## **3. YOUR STATUS**

3.1. Capacity and age: By placing an Order through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts with Glanmore Foods; and

3.1.2. You are at least 18 years old or placing an order with the consent of a guardian to do so.

3.2. You acknowledge and agree that if you have a specific food allergy or intolerance, you will contact Glanmore Foods directly to check that the food is suitable for you, before placing your order.

## **4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED**

4.1. Compiling your Order: Once you have selected the Products you wish to order from the menu and provided the other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so you will be entering into a contract with the Glanmore Foods and errors cannot be corrected (subject to paragraph 4.2. below).

4.2. Amending or cancelling your Order: Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund (please refer to paragraphs 4.4 and 5.6 for details of the process relating to rejected Orders and refunding of payment). If you wish to change or cancel your Order, you may contact our Customer Care team as described in paragraph 6.3 and they will attempt to fulfil your requests.

However, there is no guarantee that we will be able to reach the School or that the School will agree to your requests as they may have already started processing your Order.

4.3. Payment authorisation: Where any payment you make is not authorised, your Order will not be processed.

4.4. Processing your Order and rejections: On receipt of your Order, we will send it to the relevant School. Please note that any confirmation page that you may see on the Website and any Order confirmation that you may receive each confirm that you have a contract for the sale of Products with a Glanmore Foods but does not necessarily mean that your Order will be fulfilled by the School. We encourage all our Schools to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a School rejects your Order.

4.5. Delivery of your Order: Estimated times for collections are provided by the Schools and are only estimates. Neither we nor the Schools guarantee that Orders will be delivered or will be available for collection within the estimated times.

## **5. PRICE AND PAYMENT**

5.1. VAT: Prices will be as quoted on the Website. These will be added to the total amount due where applicable.

5.3. Incorrect pricing: This Website contains a large number of menus and it is possible that some of the menus may include incorrect prices. In such an event, we are not under any obligation to ensure that the Order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

5.4. Payment methods: Payment for Orders must be made by an accepted credit or debit card through the Website.

5.5. Card payments: Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit or debit card.

## **6. CUSTOMER CARE**

6.1. General: Customer care is extremely important to us. Subject to paragraphs 6.5 and 11, our Customer Care team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Care team by calling the telephone number shown on the Glanmore Website.

6.2. Questions about your Order: If you have any problems with your Order, you can contact our Customer Care Team as described above and one of our Customer Care Advisers will attempt to contact the School in order to follow up on your query.

6.3. Changing or cancelling your Order: If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact our Customer Care team as described above and they will attempt to contact the School in order to communicate your requests. However, there is no guarantee that we will be able to reach the School or that the School will agree to your requests as they may have already started processing your Order.

6.4. Complaints or feedback: In the event that you are dissatisfied with the quality of any Products or the service provided by a School, please consider providing feedback in the form of an email to [sales@glamorefoods.ie](mailto:sales@glamorefoods.ie) to reflect your experience. Complaints or feedback are an important part of our quality control process.

6.5. Compensation: If you are dissatisfied with the quality of any Products or the service provided by a School and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact [sales@glamorefoods.ie](mailto:sales@glamorefoods.ie) to lodge your complaint. If you are unable to contact [sales@glamorefoods.ie](mailto:sales@glamorefoods.ie), you can contact our Customer Care Team as described above within 48 hours of placing your Order and one of our Customer Care Advisers will review your request.

## **7. LICENCE**

7.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Website (including by hacking or \"scraping\").

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

7.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.

7.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

Issued: 17<sup>th</sup> November 2020

Version: 1

7.2. Limitation on use: Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

7.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

## **8. WEBSITE ACCESS**

8.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

8.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

8.3. Information security: The transmission of information via the Internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

## **9. DISCLAIMERS**

9.1. Website information: While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website or to the functionality, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

9.2. Allergy, dietary and other menu information: This information is available on the Website. Where this information includes allergy or other dietary information, we will do our best to republish this information on the website exactly as it appears on the menu. 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 Glanmore Foods directly before placing your order.

9.3. School actions and omissions: The legal contract for the supply and purchase of Products is between you and Glanmore Foods. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

9.4. We encourage all our Schools to accept all Orders and to communicate any rejection promptly, and we will notify you as soon as reasonably practicable if a School rejects your Order. However, we do not guarantee that Schools will accept and fulfil all Orders, and Schools have the discretion to reject Orders at any time because they are too busy, run out of stock, due to weather conditions or for any other reason.

9.5. Exclusion of terms: We provide you with access to and use of the Website on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and your use of it (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or your use of it, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise ).

## **10. LIABILITY**

10.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

10.2. Exclusion of liability: Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Website (including the use, inability to use or the results of use of the Website) for:

10.2.1. any loss of profits, sales, business, or revenue;

10.2.2. loss or corruption of data, information or software;

10.2.3. loss of business opportunity;

10.2.4. loss of anticipated savings;

10.2.5. loss of goodwill; or

10.2.6. any indirect or consequential loss.

10.3. Limitation of liability: Subject to clauses 9, 10.1 and 10.2, our total liability to you in respect of all other losses arising under or in connection with the Website or your use of it, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of your Order.

10.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

## **11. TERMINATION**

11.1. Grounds for termination: We may terminate or suspend (at our absolute discretion) your right to use the Website immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

- 11.1.1. you have used the Website in breach of paragraph 7.1 (License);
- 11.1.2. you have breached any other material terms of these Website Terms.

11.2. Obligations upon termination: Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

## **12. WRITTEN COMMUNICATIONS**

12.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **13. EVENTS OUTSIDE OUR CONTROL**

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").

13.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- 13.2.1. strikes, lock-outs or other industrial action;
- 13.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 13.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 13.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 13.2.5. impossibility of the use of public or private telecommunications networks; and
- 13.2.6. acts, decrees, legislation, regulations or restrictions of any government.

Issued: 17<sup>th</sup> November 2020

Version: 1

13.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.



## **14. ADDITIONAL TERMS**

14.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website Terms by this reference and is available at [www.GlanmoreFoods.ie](http://www.GlanmoreFoods.ie).

14.2. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14.3. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

14.4. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

14.5. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

14.6. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

## **15. GOVERNING LAW AND JURISDICTION**

15.1. These Website Terms shall be governed by and construed in accordance with the laws of Ireland. You can bring legal proceedings in respect of Website Terms in the Irish courts. If you live in any other Member State of the European Union, you can bring legal proceedings in respect of these Website Terms in the Irish courts.

15.2. Nothing in these Website Terms, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law.