



## Lunch BXD Limited ('LB') TERMS AND CONDITIONS

THESE ARE THE TERMS AND CONDITIONS ON WHICH WE SUPPLY PRODUCTS OR SERVICES TO YOU (WHETHER YOU ARE AN INDIVIDUAL, GROUP, EVENT AND WHOLESALE ORDERS).

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide 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.

LB is a company registered in England and Wales, (with number [09480008]. This website ('LB Site') is our on-line store owned and operated by LB through the Internet. [Access to the LB site is subject to the following terms and conditions.] These terms and conditions will apply to you when you order with us online, by phone or by email.

### ORDERING

To make a purchase, simply browse the LB Site and click on any items that you wish to add to your order. After you have finished your selection, please click on "check out" and you will be asked for a few details. Alternatively call or email directly.

There is a daily cut-off time for orders. This is shown on the LB Site and is different if you are ordering as a individual or group. If you miss the relevant daily cut-off time, please call us directly (on [02037933127] and, if in our absolute discretion, we are able to fulfill your order, we will notify you by email .

Any order you make for products in LB is an offer by you to purchase such products (subject to these terms and conditions), and acceptance of any order is at LB sole discretion. An order is



deemed to have been accepted by LB only when you receive email confirmation to this effect at which point a contract will come into existence between you and us. Should you have any difficulty in placing your order on-line ring our office on [02037933127].

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.

## CANCELLATIONS

Cancellations require 48 hours notice [by 12 PM of 2 working days previous]. We can try and amend group orders at shorter notice depending on stock available (nothing guaranteed). We do not accept same day cancellations or amendments

The images of our products shown on the website are for illustrative purposes only. The product's visual appearance may change from time to time and the ingredients used will be based on produce available at the time from our suppliers. The packaging of the product may vary from that shown on images on our website.

If your order is being placed on behalf of a corporate client (being a company or other legal entity which is not an individual person and which has entered into an corporate client payment agreement with LB regarding settlement of payment obligations)(‘**corporate client**’), then we will arrange payment directly with your company as per our agreement with it.

LB reserves the right in its sole discretion to accept or refuse any credit card application and to terminate any such corporate client



payment agreement at any time and need not give any reason for any such decision.

## DELIVERY

Products will be delivered to the entrance of your workplace or nominated collection delivery point on your individual order (**'collection delivery point'**) between the agreed timeframe specified on the LB website depending on your order type. If, for reasons outside of our control, we are unable to deliver or are prevented from delivering the product to the delivery collection point at the delivery time, or if there is no answer at the delivery collection point or we are unable to speak to you on your contact number at the delivery time, our couriers will remain for 10 minutes after the delivery time after which, failing collection by you, they will be entitled to leave to continue to effect other deliveries without effecting delivery to you of your product and you (or your corporate client) will not be entitled to any refund.

We will use our reasonable endeavours to deliver our product within the agreed delivery time window. However a delivery shall not be regarded as a late delivery unless it is delivered more than 1 hour after the agreed delivery time (**'late delivery'**). You are welcome to apply for a complementary lunch code, entitling you to a free lunch whose total price does not exceed that paid for products which were the subject of the late delivery if you contact us within 1 hour of your lunch delivery being late.

Customers may on not less than 48 working hours written notice change their nominated delivery collection point to an alternative address within our delivery zone. Deliveries for a corporate client will only be made to the delivery collection points nominated by the corporate client.



If any part of an order is found to be missing (or is rejected) on delivery, the customer must inform LB immediately (giving reasonable details of what is missing and/or the reason for rejection and we will require a visual example and confirmation from the courier) by calling our office on 02037933127.

## TERMS OF SUPPLY

LB 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.

Customers will comply with any instructions and recommendations of LB in relation to the storage and use of the products (for example and without limitation, use by dates & storing within a fridge). Once the product has been delivered it is no longer LB's responsibility.

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

## TERMINATION

You can withdraw your registration by emailing the office at [the-girls@lunchbxd.com](mailto:the-girls@lunchbxd.com)

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

## USE OF MATERIAL APPEARING ON THE LB WEBSITE

All rights in the site design, computer codes, text, graphics and other content, interfaces, and the selection and arrangements



thereof (**Materials**) belong to LB 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.

## CONTACTING US

If you need to contact us, please email us at [thegirls@lunchbxd.com](mailto:thegirls@lunchbxd.com) or telephone us on 02037933127 or write to us at LunchBxd Limited, The Purple Room, Old Paradise Yard, 20 Carlisle Lane, SE1 7LG

## VARIATION

LB reserves the right to amend these terms and conditions from time to time without consent or notification. Your continued use of any part of the LB 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 these terms and conditions. If any such amendments are considered in the reasonable opinion of LB to be material, notice of the amendments will be emailed to all registered users of the LB Site at their registered email address.

If you do not wish to accept an amendment you should immediately withdraw your registration to the LB Site.

## ACCESS/FORCE MAJEURE

Although we will aim to provide uninterrupted access to the LB 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 LB Site.



In the event we cannot fulfil obligations to you under these terms and conditions 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.

## ALLERGY WARNING

All LB products may contain traces of all allergens including nuts as we operate from a small commercial kitchen. For full nutritional information on the products within our product range please see our individual products on the website.

## PRIVACY

By signing up to our website or contacting LB you agree to sign up to receive occasional newsletters or emails about products and offers. You can unsubscribe from being contacted at any time.

## COOKIES POLICY

By signing up to Lunch BXD you agree to have your cookies collected by Lunch BXD to allow us to save your details for easy signing in.

## GENERAL

### Severance

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



## No Waiver

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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

## Data Protection

We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

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

## Contract parties

The contract embodied in these terms and conditions is between you and us. No other person shall have any rights to enforce any of its terms, save that we may transfer our rights and obligations under these terms to another organisation provided that we have notified you of this event.

## JURISDICTION

These terms and conditions are governed by English law and both we and you agree to submit to the exclusive jurisdiction of the English courts if there is any dispute.

LUNCH  
BXD  
