

SAINT JUDE

Last updated: 14 October 2020

Welcome to Saint Jude. This page (together with the documents referred to in it) tells you the terms (the "Terms") which apply when you order any menu items (the "items") from our saintjudeleeds.co.uk website or mobile applications and related services (each referred to as an "Application").

Please read these Terms carefully before creating a Saint Jude account or using our Application. If you have any questions relating to these Terms please contact hello@saintjudeleeds.co.uk. If you are a consumer, you have certain legal rights when you order items using our Application. You can find more information about these rights at: <https://www.citizensadvice.org.uk/consumer/>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By using our online ordering application or website, you confirm that you accept these Terms.

1. Information About Us

Saint Jude is operated by Saint Jude (Leeds) Ltd, a company incorporated and registered in England and Wales, whose registered office is at 69 Town Street, Farsley, Leeds, United Kingdom. Our Company registration number is 12860187. Our VAT number is 377271374. You may contact us at hello@saintjudeleeds.co.uk, or by telephone at 0113 300 0639.

2. Purpose

Our objective is to allow you to order items for dine in, delivery & collection. We endeavor to offer these services at all times we are open to the public.

3. Deliveries

We have set delivery areas. These delivery areas may change at any time due to factors such as weather, or demand on our service. This is to ensure that our food reaches your door at its best. If you try to order a delivery to a location outside the delivery area or operating hours, or the Application is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

When you place an order through our Application, it needs to be accepted by us before it is confirmed. We will send you a notification if your order has been accepted (the "Confirmation Notice"). The contract for the supply of any item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all items ordered using your account, and for related delivery charges, and for complying with these Terms, even if you have ordered the item for someone else. We operate a minimum order value policy for deliveries. This will be displayed on our Application. All items are subject to availability.

When you place an order you will have the choice to place it as a Scheduled Delivery. For a Scheduled Delivery, we will tell you the time when the items are expected to be delivered; you must be available to accept delivery for ten minutes before and ten minutes after that time.

Unfortunately, despite our best efforts, things do not always go to plan and factors such as traffic and weather conditions may prevent us from delivering your item on time. If your order is more than 15 minutes late, and we haven't notified you giving you the option to cancel your order, we will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change to the address to an alternative one if you let us know before the driver has been dispatched, and the new address is within the same zone as the address you originally ordered your item to. If we cannot change the delivery address, you have the option to cancel the order, but if food preparation has started you will be charged the full price for the item, and if the driver has been despatched you will also be charged for delivery.

You will still be charged for the item and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

- You did not come to the door, did not pick up the phone when the driver contacted you using the contact information you have provided us and/or you picked up the phone but then failed to provide access within a

reasonable amount of time, and the driver is unable to find a safe location to leave the food.

- The driver refuses to deliver the item to you in accordance with section 8 (Age Restricted Products).

4. Collections

Before you can place Pick-up Orders using our Application, you need to fill in your details. These details will be kept by us for 21 days and then deleted. When you place a Pick-up Order through our Application, it needs to be accepted by us or the Partner Restaurant before it is confirmed. Your Pick-up Order may be rejected at any time. We may, for example, reject your Pick-up Order if we are too busy or the items you have ordered are temporarily unavailable.

We will send you a notification if your Pick-up Order has been accepted (see the "Confirmation Notice"). The contract for the supply of any item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all items ordered using your account and for complying with these Terms, even if you have ordered the item for someone else.

When you place a Pick-up Order which is accepted we will tell you the time when your items are expected to be ready for pick-up. This time is not guaranteed by either us or our we. You will be required to collect your items directly from Saint Jude at the Pick-up Location. You must arrive at Saint Jude to collect your items at or just before the Target Pick-up Time. We will hold your items for you for 30 minutes after the Target Pick-up Time. If you fail to collect your items within 30 minutes after the Target Pick-up Time, we may dispose of your items. You will still be charged for the item in the event you fail to pick-up your item from the Restaurant.

Unfortunately despite our best efforts things do not always go to plan and there may be times when your items are not ready for pick-up at the Target Pick-up Time. If your order is not ready more than 15 minutes after the Target Pick-up Time, we will work with you to make things right unless you have caused the delay (e.g. because you changed your Pick-up Order after it was confirmed)

5. Table Service Orders

When you use our table service order system you will be required to input your Name, email address, telephone number and table number. The contract for the supply of any item you have ordered comes into existence when we send the Confirmation Notice via email. You are responsible for paying for all items ordered using your account and for complying with these Terms, even if you have ordered the item for someone else. All items are subject to availability.

6. Your Rights if Something is Wrong With Your items

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the items you have been delivered do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the items. We will provide a refund or account credit in respect of the affected part of the item, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund or credit note, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from our servers and chefs.

7. Allergens

We may use nuts or other allergens in the preparation of certain items. Increasing numbers of which will be displayed dish by dish allergens information. Where that information is not available or if you have further questions, please contact the restaurant prior to ordering if you have an allergy. Saint Jude cannot guarantee that any of the items sold to you are free of allergens.

8. Age Restricted and Regulated Products

Age restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold and delivered to persons aged 18 or over. By placing an order for an age restricted product, you confirm that you are at least 18 years old. Saint Jude operates an age

verification policy whereby customers ordering age restricted products will be asked by the driver to provide proof that they are aged 18 or over before the delivery is completed. The driver may refuse to deliver any age restricted product to any person unless they can provide a valid photo ID proving that they are aged 18 or over. The restaurant and the driver may refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If delivery of any age restricted product is refused, you will still be charged for the relevant item and for delivery.

9. Cancellation

You may cancel an order without charge at any time before the restaurant has started preparing the food (a "Started Order"). If you wish to cancel an order before it is prepared then please contact us immediately, via telephone. If the restaurant confirms the order has not already been prepared then we will refund your payment (excluding any discount, or Voucher that was applied to the order - see Voucher and Account Credit Terms for more detail). If you cancel any order after it has been prepared or cooked, you will be charged the full price for the items, and if the driver has been dispatched you will also be charged for delivery.

Saint Jude (Leeds) Ltd may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us, and we will reimburse you for any payment already made using the same method you used to pay for your order.

10. Prices, Payment and Offers

Prices include VAT. You confirm that you are using our Service for personal, non-commercial use unless you request a VAT invoice. Saint Jude may operate dynamic pricing some of the time, which means that prices of items and delivery may change while you are browsing. Prices can also change at any time at the discretion of the restaurant. We reserve the right to charge a Service Fee, which may be subject to change, for the provision of our Services. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on our Application. No changes will affect existing confirmed orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any

orders in process and appearing within your basket, provided you complete the order within 2 hours of creating the basket. If you do not conclude the order before the 2 hour cut-off the items will be removed from your basket automatically and the price change will apply. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid. Where Saint Jude makes a delivery, we may also charge you a delivery fee. This will be notified to you during the order process before you complete your order.

The total price of your order will be set out on the checkout page on our Application, including the prices of items and Delivery and applicable Service Fees and taxes.

Payment for all items and deliveries can be made on our Application by credit or debit card, or other payment method made available by Saint Jude. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment. Payment may also be made by using vouchers when 'Pay in Person' is selected at the checkout. Use of these is subject to our Voucher Terms.

In some cases, you can alternatively make your payment in cash directly to Saint Jude Leeds Ltd by paying the driver at the time of delivery. Where cash payment is possible, this will be made clear on our Application before you place your order.

We may sometimes make special offers available through our Application. These offers are at the discretion of the Saint Jude Leeds Ltd. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the Confirmation Notice.

11. Tips

When Placing Your Order:

When you place an order, you will have the option to pay a tip to your driver or the server, in addition to the purchase price of the items in your order. Any payment will be collected by Saint Jude using the payment method used for the original order and your driver or restaurant staff will receive 100% of any payment you choose to make.

12. Our Responsibility for Loss or Damage That You Suffer

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place an order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees’, agents’ or subcontractors’ failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the items, as summarised at part 7 above; or for defective items under the Consumer Protection Act 1987. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our Applications.

13. Reliance On Information Posted

Commentary and other materials posted on our Service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Service, or by anyone who may be informed of any of its contents.

14. Our website And Our Service Change Regularly

We aim to update our website and our Service regularly, and may change the content at any time. If the need arises, we may suspend access to our website and our Service, or close them indefinitely. Any of the material on our website or our Service may be out of date at any given time, and we are under no obligation to update such material.

15. Our Liability

We have taken every care in the preparation of our website and our Service. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our website or our Service. If we are informed of any inaccuracies on our website or in our Service we will attempt to correct this as soon as we reasonably can. To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third

party may incur in connection with our website, our Service, and any website linked to our website and any materials posted on it. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

16. Information About You And Your Visits To Our website And Use Of Our Service

We collect certain data about you as a result of you using our Service. This is described in more detail in our privacy policy.

17. Uploading Material To Our website And Our Service

Any material you upload to our Service or data that we collect as set out above (section 11) will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

18. Links From Our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. Jurisdiction And Applicable Law

The English courts will have jurisdiction over any claim arising from, or related to, a visit to our website or use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

22. Your Concerns

If you have any concerns about material which appears on our Service, please contact hello@saintjudeleeds.co.uk