

## Terms and Conditions

PLEASE CAREFULLY READ THESE TERMS BEFORE USING THE APP OR PLACING ORDERS, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENTS and any order ARE SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS. BY USING THE APP AND BY TICKING THE ACCEPTANCE BOX, YOU INDICATE THAT YOU ACCEPT THESE TERMS. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 11 WHICH LIMITS OUR LIABILITY TO YOU.

### 1. Definitions

1.1 In these Terms the following words shall have the following meanings:

“**App**” means this mobile application known as Hub Sixty-Four which provides a platform for Users to place Orders and is owned by or licenced to Hub64.

“**Additional Terms**” means the terms that apply to Promotions in addition to these Terms as brought to Your attention in the App from time to time.

“**Cardstream**” means **Cardstream Limited** (company registration number 03864244) whose registered office is Birches Corner Heron Gate Taunton Somerset TA1 2LP.

“**Intellectual Property Rights**” means any and all patents, trademarks and service marks, registered designs, design rights and copyright, moral rights, rights in data and databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know how, trade and business names, domain names, get ups, logos and trade dress (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and application for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

“**Promotions**” means the special programs, offers, sweepstakes, contests, raffles, surveys or other similar promotions that We may make available on the App.

“**Products**” means the food and beverages available for the User to order and displayed and/or described via the App.

“**Service(s)**” means any service available through the App, as described under section “Services”.

“**Site(s)**” means the food and beverage outlet(s) where the User shall collect Orders.

“**Hub64-**” means **-Wold Wine Ltd** (company registration number –14015590-) whose registered office is –23 Chantry Lane, Grimsby, N E Lincolnshire, DN31 2LP --.

“**It’s Lolly**” means It’s Lolly Limited, a company registered in England (company registration number 07111848) whose registered office is at Unit 3, Freeport Office Village, Century Drive, Braintree, CM77 8YG.

“**Terms**” – means these terms and conditions which set out the basis under which We make the App (called Hub64) available to Users, set out the conditions under which Users may use the App and the terms relating to any products offered via the App and orders made via the App.

“**Us**”; “**We**”, or “**Our**” means Hub64 and its subsidiaries or supplier, insofar as it is concerned.

“User(s)” means any person connecting to the App.

“You” or “Your” means any App User.

## **2. Services**

2.1 You must be 18 years of age or older to use the App and place Orders. Access to the App is permitted for personal use only.

2.2 Access to, and use of, the App is free of charge. You will need to set up a User account and provide the details outside in section 3.1 of these Terms.

2.3 Notwithstanding the provisions of sections 2.1 and 2.2, Hub64 does not guarantee availability nor uninterrupted or error free use of the App and shall not be liable for any damage, loss, claims, costs or expenses resulting from or as a consequence of scheduled or unscheduled downtime, unavailability or slowness.

2.4 The App enables You to:

- a) Create, activate or modify a specific account.
- b) Access information linked to the Site(s) such as menus, nutrition and allergen information and Promotions.
- c) Access Your reward program if applicable on Your Site(s).
- d) Tailor the information You will have access to.
- e) Order and pay for food and beverages for click and collect at Site(s).

## **3. Registration**

3.1 Before You can place an Order, You will need to register by opening an account by providing Your full name, a valid email address and a password of Your choice. Your email address must remain valid as long as Your account remains active and it is Your responsibility to promptly update it should it no longer be accurate or current. More generally, all personal information communicated to Us must always be promptly updated as soon as it stops being true, complete, accurate, or current.

3.2 Your password is confidential and You shall not communicate it to any third-party individual or website. You should immediately contact Us should You have reason to believe that Your password is being used by an unauthorized third party. You shall be liable for all actions taken with Your password as well as for any loss or liability consequential to such use. You accept that You are liable for any use of the Services, including Orders placed, if these are placed via Your account.

## **4. Products**

4.1 We make every effort to provide an accurate description of the Products on the App, however, the User acknowledges and agrees that differences between the description of the Products on the App (photographs, Product description, compositions, colours, etc.) and the Products actually provided may occur.

4.2 We may delete, amend or update at any time the description or availability of the Products on the App.

4.3 The Products available on the App will vary from Site to Site and on the day You connect to the App since they reflect the Products available and the menu of the day, subject to the conditions below.

4.4 The Products are offered up to the limit of availability mentioned on the App.

4.5 Users may be able to access information linked to the Sites such as menus, nutrition and allergen information, Promotions, and to food more generally such as recipes.

4.6 Users must be aware that, due to supply issues, a gap might exist between the informative content linked to the food available at a Site and the food available at the said Site. Hub64 shall not be responsible for such gap.

4.7 With regards to allergens, the User must check they have all necessary information with regards to allergenic substances that might be contained in the Products offered at the Sites before placing an Order. Whilst We will take reasonable efforts to ensure that information published about allergens on the App is accurate, We provide no guarantees that Orders will be free from allergens or that the information contained in the App is complete with all allergen information. If You have an allergy, You must notify the Site when collecting Your Order and provide any information reasonably requested so that they can provide You with information regarding the ingredients of the Products that form Your Order. If the Site confirms when collecting Your Order that Products ordered do contain an allergen and this information was not available or was not reasonably obvious at the time of placing Your Order, then the Site will offer You an exchange or refund of Your Order and such exchange or refund shall be Your sole remedy in relation to such Order. Examples of allergens that should be reasonably obvious are wheat in bread, dairy in milkshakes or cream/yogurt based dishes, peanuts in satay or other nut based dishes. This list is not intended to be exhaustive and is for illustrative purpose only.

4.8 The User is aware that the information published on the App is linked to the 14 major allergens voluntarily introduced in the food as referenced by the Foods Standard Agency. Despite all the precautions taken, it is possible that one or more of these substances is present in the kitchens where the food is prepared causing accidental cross-contamination between dishes.

## **5. Orders**

5.1 All the steps You must follow to place an Order are explained in the App. Once You have added the order to Your Cart, You can view the Cart and chose a payment option. Once the payment has been made this sends the order to be processed. Once it has been accepted it can no longer be cancelled.

5.2 We will send You a notification once Your Order has been accepted by the Site to confirm Your Order and You will have a digital receipt on the App which is used to collect the order.

5.3 The consumer right of withdrawal does not apply to goods made to the consumer's specifications or substantially personalised or which, given their nature, are likely to rapidly deteriorate or become outdated.

## **6. Prices and payment**

6.1 The Product prices are displayed in the App in pounds sterling and include all applicable taxes at the date of placing the Order unless specified otherwise. Prices do not include any fees linked to the

use of the electronic device from which You connected to the App and place Your Order and You are solely responsible for these charges.

6.2 The total price of Your Order will be displayed in the App at the time of placing the Order and You accept the price when You click the Payment. You will also be required to make payment in full for Your Order at this time.

6.3 We reserve the right to amend the prices of the Products offered on the App at any time.

6.4 Payment shall be made by You via the methods available on the App via Cardstream.

6.5 We will not be required to fulfil Your Order if You do not pay the full price and/or if Your payment is rejected for any reason. We may attempt to retake a failed payment, for example if this is due to a connection failure and the payment is queued.

6.6 Where We owe a refund or partial refund we will pay this within 5 working days of the decision being made that the sum should be refunded. This includes refunds of any payment credit.

6.7 We have the right to close Your account if, for any reason, You collected Products ordered through the App without paying their full price.

## **7. Reward programs and promotions**

7.1 From time to time We may offer reward programmes to Users. Any such reward programmes shall be subject to separate terms and conditions and such terms and conditions shall be made available and/or their location signposted in the App.

7.2 From time to time, We may run promotional offers or bonuses for using the Services and details of such Promotions shall be made available via the App. Where a Promotion offers customers a bonus for submitting or completing a set number of Orders, You must not do anything in fulfilment of this Promotion which may be deemed fraudulent.

7.3 Where it is reasonably considered by Hub64 that You have acted in a manner that is otherwise than in accordance with section 7.2 above, Hub64 will notify You and, in its sole discretion, may withhold any promotional payment or discount and/or suspend or terminate Your access to the App.

## **8. User obligations**

8.1 In using the App, You shall:

- a) have sole responsibility for the legality, reliability, integrity, accuracy and quality of the information, materials, content and data You provide;
- b) agree to comply with all the provisions of the Terms, as well as any other applicable terms and conditions that may be brought to Your attention from time to time, at all times during Your use of the App;
- c) agree to be responsible for (and that Hub64 has no responsibility to You or to any third party for) any breach of Your obligations under the Terms and for the consequences of any such breach.

8.2 In using the App, You shall not:

- a) violate or infringe any applicable local, state, national or international law;
- b) collect, harvest, store, use or publish any third party's personal data on the App;

- c) restrict, inhibit the use and enjoyment of the App by any other User or third party;
- d) misrepresent Your identity or affiliation with any other person or organization;
- e) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, infringing third party's rights, vulgar, obscene, libellous, invasive of another's privacy, confidential, hateful, or racially or ethnically objectionable;
- f) impersonate any person or entity, falsely claim an affiliation with any person or entity;
- g) make available any unsolicited or unauthorized advertising, promotion or any other form of solicitation, or use the App other than for the Purpose;
- h) interfere or attempt to interfere with service to any User, host or network; upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, infringing third party's rights, vulgar, obscene, libellous, invasive of another's privacy, confidential, hateful, or racially or ethnically objectionable;
- i) alter or modify any part of the App;
- j) attempt to probe, scan or test the vulnerability of App or any associated system or network, breach security or authentication measures without proper authorization, interfere with or disrupt the servers or networks connected to the App;
- k) introduce any viruses (including any variant or similar malicious code of instructions), Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the App or any User's computer or property of another;
- l) copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any part of or parts of the App or its related data (except User Content), software or applications, including but not limited to any Content (except User Content), in any medium without It's Lolly's prior written authorization;
- m) disassemble, de-compile, reverse engineer, or otherwise attempt to discover or gain access to the source code of any part of the App or component, processes thereof. You also agree not to insert any code or product to manipulate the App in any way that affects other Users' experience.

## **9. Contact us / Information / Complaint**

9.1 You can contact Customer Support for any information, complaint or question via the App or email [info@slipwaygroup.com](mailto:info@slipwaygroup.com). Or You can write to Our registered office. Any complaint should be raised where possible within 5 days of collection of Your Order.

## **10. Limitation of liability**

10.1 Nothing in these Terms excludes or limits Hub64 liability for death or personal injury arising from Hub64's negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.2 To the fullest extent permitted by law, Hub64- shall not be liable, whether in tort, contract, misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- a) any diminution in quality or appearance as a result of the User or their nominee not collecting the  
Order at the time specified in the Order confirmation or receipt;
  - b) any collection by a third party who is not authorised by the User but has produced the Order confirmation or receipt;
  - c) any indirect or consequential loss or for any losses arising as a result of business use of the App;  
or
  - d) any liability arising under or in connection with:
    - i) use of, or inability to use, the App and/or Services;
    - ii) use of or reliance on any content displayed on the App; any liability arising under or in connection with:
    - iii) incompatibility of the App with any of Your electronic and/or mobile equipment, devices, software or telecommunications links; and
    - iv) unsuitability, unreliability or inaccuracy of the App and/or the Services.
- 10.3 Subject to sections 10.1 and 10.2, Hub64's maximum liability to You whether in tort, contract, misrepresentation (whether innocent or negligent), restitution or otherwise for shall be limited to the price paid for the Order in connection with which the liability arose.
- 10.4 You must take the necessary measures to ensure the proper preservation of the Products after You collect them and to take appropriate measures if the Product appears unconsumable (for example You must not consume it and notify us as soon as possible). We shall not be held liable for any damages which may result from the negligence of the User after delivery/collection of the Order.
- 10.5 Each User assumes responsibility and risk for its use of the App, and for conclusions drawn from such use, and for its User content. The App is provided on an "as is" and on an "as available" basis. We accept no liability for any damage caused by errors or omissions in any information, User content, instructions or scripts provided by any User for use of the App, or any actions taken by Us at the User's direction; We make no warranty, and disclaim all responsibility and liability for, the availability, timeliness, reliability, quality of the App; all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Terms;
- 10.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your electronic and/or mobile equipment, computer programs, data or other proprietary material due to Your use of the App and/or the Services or to Your downloading of any content on it, or on any website linked to it.
- 10.7 We will not be held liable for the display of a wrong price or information in Your Order if such display is due to a computer bug or to an intrusion into Our IT systems. In such a case, and especially if the App displays identical prices for all Products or prices that are clearly wrong, We reserve the right to cancel any Order.

## **11. IT Security**

11.1 Each User hereby acknowledges and understands, and continually affirms through its ongoing use of the App, that its use is solely at User's own risk and subject to these Terms.

11.2 Each User hereby acknowledges that there will be occasions when the App will be interrupted for scheduled maintenance or upgrades or for emergency repairs. We will not be liable to You for any interruption or discontinuation of the App, or in case of loss of any content.

11.3 While Hub64- has endeavoured to create a secure and reliable App, the User acknowledges that confidentiality of any communication or material transmitted to/from the App over the Internet cannot be guaranteed. Accordingly, Hub64-- is not responsible for (a) the security of any information transmitted via the Internet, or (b) the accuracy of the information contained on the App and provided by the user.

11.4 We shall have no liability for interruptions in internet.

11.5 We are not responsible or liable for and do not in any way warrant the availability of, access to, or use of the App, or that the App will be uninterrupted, without delay, error-free or omission free.

11.6 The App may contain links of third-party websites. Such sites are not under Our control, and We are not responsible for and do not endorse, recommend or sponsor their content, privacy policies (if any and/or the product(s), service(s), advice(s) described on these sites.

11.7 Payment security is provided by Cardstream who are responsible for the security of the payment for the transaction.

11.8 The App is operated by It's Lolly Limited (company number 07111848) with registered address at Unit 3, Freeport Office Village, Century Drive, Braintree, CM77 8YG and securely hosted by Microsoft Azure.

## **12. Intellectual property**

12.1 The App, including but not limited to the data, text, links, photographs, images, video, audio content, all compilations of information, any software programs, tools, applications and/or code, the selection and arrangement of the aforementioned and the "look and feel" of the App (collectively referred to as "Content"), is protected by intellectual property laws, including but not limited to copyright, trademark, patent, model and design, and proprietary rights.

12.2 Each User acknowledges and agrees that We own all Intellectual Property Rights in the App and its Content.

12.3 In using or accessing the App, You acknowledge and agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained on the App.

12.4 Unauthorized use of the App and the Content and materials contained on or available through the App may violate applicable intellectual property laws or other laws.

12.5 Any rights not expressly granted herein are reserved to -Hub64- or its licensors, as applicable. Nothing in the Terms grants the User any rights to, or in, Content, patents, copyrights, designs, reports, analysis, concepts, confidential information and findings, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), computer programs, or source code and all documentation, including all moral rights, or any other or other proprietary material, rights or licences in respect of App or any related software and documentation. You will not alter, modify,

erase, destroy, obscure, or otherwise remove any copyright or proprietary notices or labels contained within the App and its related application or software.

### **13. Termination**

13.1 These Terms (or any updates hereto) shall exist for an indefinite period of time. However, You may terminate Your agreement with us at any time by permanently deleting the App installed on any device and deactivating Your account.

13.2 -Hub64- is entitled to terminate or suspend its provision of the Services to You and/or Your licence to use the App, with immediate effect, by disabling Your account or otherwise preventing You from accessing or using the App, at its sole discretion.

13.3 Any termination by Us of Your use of the App will occur without prejudice to any damages that may be claimed by Us to the User or their assigns and legal representatives in reparation for the injuries suffered by Us because of the User's failures to comply with the Terms.

13.4 On termination for any reason:

- a) all rights granted to You under these Terms shall cease; and
- b) You must immediately cease all activities authorized by these Terms, including Your use of the App; and
- c) You must immediately delete or remove the App from all Your devices and certify to Us that You have done so.

### **Suspension or Modification**

13.5 -Hub64- reserves the right, at its sole discretion, to change, alter, suspend or indefinitely close the App and/or Your access to the Services. From time to time, -Hub64- may also restrict access to some or all parts of the Services and/or the App.

### **14. Miscellaneous**

14.1 We reserve the right to amend the Terms under which the App is made available to Users, upon notice, which may be given by Us posting such amendments on the App, by e-mail, or any other method as determined in Our discretion. A User's continued use of App following notice of such amendments will be conclusively deemed acceptance of any changes to these terms and conditions. Each time You access the App, You must check for any updates to the Terms. For the avoidance of any doubt, if We have updated the Terms, this will be construed as notice to You. The placing of an Order by You shall be conclusive evidence that You have accepted any updates to the Terms.

14.2 No failure or delay by Hub64- to exercise any right or remedy provided in the Terms or by law shall constitute a waiver of that or any right or remedy, nor shall it preclude or restrict the further exercise of that or any right or remedy. No single or partial exercise of such remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.3 If any provision of these Terms is held unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to affect the original intent, and the remainder of these Terms shall continue in full force and effect.



14.4 We may transfer our rights and obligations under these Terms to another organization, but this will not affect Your rights or our obligations under these Terms. You may not, however, transfer Your rights or obligations under these Terms to anyone.

14.5 These Terms may be amended, supplemented or updated at any time, in particular to comply with any legal, regulatory, case law or technical developments that may arise.

14.6 The content of the App and its features can be amended, deleted or updated at any time. We reserve the right to close the App down at any time.

14.7 Rights under these Terms only accrue to a person party to these Terms. Accordingly, a person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms or conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14.8 These Terms, and any non-contractual obligations arising out of them, are governed and construed in accordance with the law of England and Wales and any proceedings resulting out of these terms of use, and any non-contractual obligations arising out of them, the Privacy Policy, Services and/or the use of the App shall be held in the Courts of England and Wales.

14.9 These Terms are without prejudice to Your statutory rights.