

T&C's for Hofnbrauhaus Bavaria at Home service (ready to eat meals)

Introduction

Hofbrauhaus ready made meal Service was established to offer a convenient way for customers to enjoy chef created meals delivered to their door. We reserve the right to make any changes to the menu at our discretion. In addition, we reserve the right to refuse orders from customers at our discretion.

Hofbrauhaus ready made meal Service meals are prepared and cooked in the same kitchen. We use a number of ingredients in our kitchen and while we do our best to ensure there is no cross-contamination, we cannot guarantee a total absence of any ingredient.

If you have any concerns about the meals or the service we provide, please let us know and we shall be happy to discuss these with you.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us)

provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Hofbrauhaus ready made meal Service, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect,

incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based

in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product,

including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages,

in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless to Hofbrauhaus ready made meal Service, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

OUR REFUND POLICY

Our Return & Refunds Policy covers refused and returned orders due to system error, customer error, and/or driver inability to safely and correctly deliver an order. This refund policy does not apply to goods which have been opened, used or damaged after delivery, or if any attempt has been made to alter the product. All products and orders must be returned in their original condition. Customers bear all costs associated with the refusal and return of any order if there is no fault on the part of Hofbrauhaus ready made meal Service. Failure to adhere to the terms and conditions of Hofbrauhaus ready made meal Service will prohibit any refunds or credits being issued to the Customer. Hofbrauhaus ready made meal Service will not be held liable to any financial or physical damages of any kind. For any delivery or meal issues or feedback, please contact our customer service team within 24 hrs of receiving your order. Photos of the meal and/or delivery are required to assist in our investigation. For minor complaints, a voucher code may be offered in lieu of a refund.

Payment

We accept all Visa/Mastercard debit & credit cards, your card will be charged in advance for the full value of the total order. Your order is only confirmed when you receive both an order confirmation and a payment confirmation.

We reserve the right to amend or refuse the sale, if the payment is not received prior to delivery day. Please note that prices may alter, and that we reserve the right to change prices without prior notice.

Your credit card number will not be stored once payment has been successful unless you elect this option. These details are encrypted and held on the gateway providers' site.

Deliveries

If you require us to access secure parts of your home or building in order to deliver, please notify us of this at the time of placing your order. Please keep us up to date with any changes that might affect our ability to deliver to you.

If we cannot access your building because of changes that we have not been notified of, we will attempt to contact you to make other arrangements. If we are unable to deliver in such circumstances, we reserve the right to leave your order at the door which can be on your premise or at the front door if your apartment or house is not accessible for any reason. We will deliver our Hofbrauhaus ready made meal Service to you as stated on our website. Time for delivery shall not be the essence of our contract. Due to circumstances beyond control, sometimes our drivers / couriers experience unavoidable delays.

In these circumstances we respectfully request that you allow until 6pm for the delivery to occur. In the event that delivery still has not been made or attempted by the following day, we will either dispatch the goods again free of charge or make a full refund.

We shall not be liable for any non-delivery, even if it is our fault, unless you notify us by telephone by within 24 hours of scheduled delivery. Any liability for non-delivery within 24 hours shall be limited to replacing Hofbrauhaus ready made meal Service within a reasonable time or issuing a credit note to you.

Hofbrauhaus ready made meal Service accepts no liability for the loss or deterioration of any goods once they have been delivered in accordance with the Customer delivery instructions and our terms and conditions.

Hofbrauhaus ready made meal Service will not be held liable for any financial or physical damages of any kind.

Hofbrauhaus ready made meal Service reserves the right to change or alter delivery days and cut off periods without notice.

Handling

Our products are packaged in boxes which are transported in a refrigerated van or with cold packs to maintain the required temperature. Frozen and chilled products must be put in freezers and refrigerators respectively upon receipt. Cooking and re-heating instructions must be followed closely. Make sure that re-heated food is piping hot throughout before consumption.

Product risk:

The Products will be at your risk from the time of delivery to the Delivery Address or in accordance with your delivery instructions.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

Prior to consuming any products from Hofbrauhaus ready made meal Service it is important to note that we make a variety of dishes in our kitchen. We cannot guarantee any products sold on our website are completely free from any allergen such as eggs, fish, milk, peanuts, sesame, crustaceans, soy, nuts, tree nuts, gluten, lupin and sulphites.

If you have a serious allergy it is advisable you do not purchase meals from Hofbrauhaus ready made meal Service as we cannot guarantee the complete absence of these ingredients from our products.

Our meals are made fresh daily in our own kitchen. We always aim for precision, but please allow for slight discrepancies in the actual weight of the meals, and reasonable variance in ingredient and nutrient quantities.

Hofbrauhaus Ready Made Service Guarantee

It is our intention to give total customer satisfaction through the goods and services we offer Hofbrauhaus ready made meal Service should reach you in perfect condition. If you have reason to suspect that a product is somehow damaged, unfit for human consumption or is incomplete or has not been delivered, please contact us immediately.

We shall endeavour to replace the items or give you an appropriate refund where possible. If you do not let us know within 24 hours of delivery, we may not be able to refund the item or replace it and you will be deemed a shaving accepted Gourmet Dinner Service for that day, unless we agree otherwise.

Please note we are unable to accept returns as we practise and follow HACCP systems, guidelines and procedures

Theft

Theft or suspected theft of Hofbrauhaus ready made meal Service products from the delivery address shall not be deemed as the fault of either the courier or Hofbrauhaus ready made meal Service. Hofbrauhaus ready made meal Service accepts no liability for the loss or deterioration of any goods once they have been delivered and will not be held liable for any financial or physical damages of any kind.

Please let us know immediately if you have reason to suspect that your delivery has been stolen from the delivery address. We shall liaise with you to make alternative arrangements if there is a risk that the theft will happen again, which may mean making alternative delivery arrangements. In the meantime, we reserve the right to suspend your deliveries until new arrangements have been finalised or to cancel the remaining deliveries provided that we refund to you the fees for the cancelled period.

Warranties and Liability

We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty, condition or other term (express or implied) or any breach of duty or negligence for any damages whatsoever

General Provisions

We shall not be liable for any delay or failure to perform any of our obligations under these terms and conditions due to any cause beyond our reasonable control, including industrial action.

These terms and conditions constitute the entire agreement between you and us and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

The waiver by us of any breach or default of these conditions shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same or any other provision.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.