



“Meal Ordering System” Terms and Conditions

These Terms and Conditions (‘Terms’) and the privacy policy (as set out in our Privacy Policy below) applies to your use of the Accent Catering School Meal Ordering (“SITE”) in the United Kingdom. The usage of the SITE constitutes your acceptance of these Terms. You should make sure therefore that you read them carefully before using the SITE. Our Customer is offering you this SITE to use for your own personal use. You should be aware that you cannot send it on to anyone else, and you’re not allowed to copy, or modify the SITE, or any part of the SITE in any way. You’re not allowed to attempt to extract the source code of the SITE, and you also shouldn’t try to translate the SITE into other languages, or make derivative versions. The SITE itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to Accent Catering. You are responsible for: the safekeeping of your account and its use and any payments or transactions made against your account and any fees or charges that the SITE may incur.

1. Definitions

In these Terms the following expressions have the respective meanings:

“Agreement” this Agreement as varied from time to time.

“Accent Catering”, “we” “our” or “us” means Accent Catering Solutions Limited a company incorporated in England with company number 05965827 and registered office address at; First Floor, Collingham House, 6-12 Gladstone Road, Wimbledon, London, SW19 1QT

“Accent Catering School Meal Ordering” is the School Meal Ordering & Payment website.

“Customer” means the Accent Catering customer who is providing the SITE to you ie a Catering Provider, school, Local Education Authority, Multi Academy Trust, or other

“Electronic Money Account” means the account you set up on the SITE to facilitate the payment of school meals.

“Funds” means money you pay into your Electronic Money Account in accordance with the terms set out by the Customer.

“Participating Outlets” means all outlets participating in the online School Meal Ordering System linked to a particular school, local authority or Catering Provider

“Personal Information” means as defined in the Data Protection Act

“Privacy Policy” means the privacy policy below.

“SITE” means the Accent Catering School Meal Ordering online system being utilised by specific participating outlets.

“You” or “your” means the person who registers an account for the Accent Catering School Meal Ordering System.

1. Scope of these Terms

These Terms are written and available only in English and we undertake to communicate with you in English regarding any aspect of the Accent Catering School Meal Ordering service.

You agree that the Customer may communicate with you by e-mail and/or via the SITE, for issuing any notices or information about your School Meal Ordering account and therefore it is

Legal Name: Accent Catering Ltd

Legal Address: Elizabeth House, 56 – 60 London Rd, Staines TW18 4HF

Page | 1



“Meal Ordering System” Terms and Conditions

important that you ensure you keep your e-mail address updated via the ‘MY ACCOUNT’ page.

This Agreement is solely and exclusively between you and us.

2. **School Meal Ordering System**

We provide an online software product “School Meal Ordering” to our Customers in the UK to enable the Customer to provide school meal information including menus, allergen information, free school meal provision and prices and to allow the Customer to operate an electronic money account. The Customer allows you to add funds to your electronic account to pay for school meals via an online web collect page. The electronic money account is run and operated by the Customer, they collect and manage all funds and the electronic money account according to their terms with you.

In using the electronic money account on the SITE you accept that you are entering into a contract for the sale of any goods and services with the Customer and not Accent Catering.

3. **Using your Account**

Ordering School Meals

Accent Catering provide a range of options for our Customers for the management of meal ordering and funds within a school. Not all features are available in all schools.

Accent Catering are not responsible for the charging of School Meals and we do not manage any pricing or menu choices available within schools. The maintenance of menus and pricing are the responsibility of the Customer and Accent Catering will not be held responsible for any errors in charging.

Any queries relating to meal ordering or pricing should be raised directly with the Customer through the communication channels provided by them.

By using the SITE to purchase “electronic money” you are entering into a contract regarding the electronic money with the Customer and should refer to their Terms in relation to the “electronic money”. This includes but is not limited to: queries regarding price, refunds, absences, discrepancies in balances, end of term balances, meals not taken, issues with charging on an account, meals taken but not paid for, automatic deductions from your account, suspension of your account for non-payment, terminated accounts for none use, dormant accounts etc. Should your account enter into any debt the Customer’s terms will need to be consulted as to the settlement of that debt but use of the service maybe suspended by Accent Catering at the Customer’s request.

Adding Funds

Your account is an electronic money product if you wish to add funds to pay for school meals provided by the Customer.



“Meal Ordering System” Terms and Conditions

You are entitled to use the SITE if you are the legal parent or guardian of a child who is registered as attending a school using the Accent Catering school meal ordering software. The Customer is responsible for ensuring that you are entitled to use the system and for maintaining the integrity of the parent/guardian data.

Before you can use your account as a payment method to pay for your child’s school meals you will need to be established as the legal parent/guardian of the child(ren) by the Customer.

Following the setup of your account you need to add funds to your account. Once funds have been added to your account you will be able to order meals for your child from the system. When you credit value to your account you will be purchasing electronic money from the Customer and should refer to their terms regarding the electronic money.

We will keep a record of your transactions and can refer to them should a query arise. Any query regarding refunds or itemised transactions should be made to the Customer with reference to their terms. You should keep your receipts and check your balance to ensure that it is correct.

Any money is held by the Customer and you need to refer to their terms regarding how they hold these funds and process refunds etc.

Refunds

Please note that the refund of an available balance can be requested at anytime through the catering provider. Please contact the catering team through the contact us page on the meal ordering website to request. Please note if you are just cancelling a meal, this balance can be made available on your meal ordering balance against your child account if preferred.

Expiry

Your account does not have an expiry date. However, if you do not use your account for a period of one year or more, the Customer may reserve the right to expire your account and any remaining credit value stored on it will expire. Please refer to the Customer terms regarding expired accounts.

Cancellation and redemption

You have the right to cancel your account at any time but please refer to the Customer terms regarding refunds of any credit on your account once closed.

4. Data protection and privacy

When you are provided with access to the SITE by our Customer you or the Customer may provide us with personal information. To enable us to provide the SITE and services to you some of this information is essential. By accessing the SITE we and the Customer will provide you with an account. You agree to provide accurate Information and to update any changes to your



“Meal Ordering System” Terms and Conditions

Information.

By providing Information during the activation of your account, or by continuing to use the SITE, you are providing your consent for us to use the information for the purposes as defined by the Customer in their terms. Accent Catering does not use your data except to process that data on behalf of the Customer (the data controller) for their purposes.

Accent Catering are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction to the extent that the data is held by Accent Catering. For more information please see our Privacy Policy.

We will only share your information with our partners solely for the purposes of providing the SITE services. Except as required by law, or in accordance with these Terms and the Privacy Policy your personal information will not be passed to any other persons without your permission.

5. **Your Liability and responsibilities**

You should not send this SITE on to anyone else, and you’re not allowed to copy, or modify the SITE, or any part of the SITE in any way.

You’re not allowed to attempt to extract the source code of the SITE, and you also shouldn’t try to translate the SITE into other languages, or make derivative versions.

The SITE itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to Accent Catering.

You are responsible for: the safekeeping of your account and its use and any payments or transactions made against your account and any fees or charges that the SITE may incur.

6. **Our Liability and responsibilities**

To the maximum extent permitted by law, Accent Catering accepts no liability for any loss or damage whether direct or indirect which is suffered by you in connection with using the SITE.

For the avoidance of doubt this means that Accent Catering Solutions Ltd will not be liable to you for:

any loss of income, business, goodwill or profits arising out of this agreement;

any unauthorised access to or alteration, theft or destruction of your account;

the consequences of any delay or mistake relating to the use of your account caused by any circumstances beyond our control;

any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;

Legal Name: Accent Catering Ltd

Legal Address: Elizabeth House, 56 – 60 London Rd, Staines TW18 4HF

Page | 4



“Meal Ordering System” Terms and Conditions

any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is “reasonably foreseeable” if, at the time we entered into this agreement, such loss was contemplated by you and by us; any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage; or any loss or damage in relation to any transmission delays, failures of the SITE, damage to any mobile phone, data message delays or any other technical difficulties beyond our control.

To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded. In particular Accent Catering does not represent or warrant that your account will always be accessible.

We reserve the right to block any user of the SITE at our discretion in the event an account user does not comply with these Terms.

This agreement does not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

Accent Catering does not offer any other compensation schemes to cover losses claimed in connection with your account.

7. **Variation and assignment**

We reserve the right to amend or waive any provision of these Terms from time to time and at any time, or to terminate the account on reasonable notice.

The Terms applicable to the use of the SITE shall at any time be the terms and conditions published on the SITE and your continued use of the SITE shall constitute your acceptance of such terms and conditions.

Our Customer may also e-mail you to let you know about changes to these Terms. You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us.

We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

8. **Entire Agreement; Construction**

This agreement (as amended from time to time) constitutes the entire agreement between you and Accent Catering and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or



“Meal Ordering System” Terms and Conditions

unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected.

Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement.

9. **Governing law**

These Terms and Conditions are governed by English law.

PLEASE PRINT THESE TERMS AND CONDITIONS FOR YOUR RECORDS