



TERMS & CONDITIONS

www.vivotastecatering.com (hereby referred to as Vivo Catering) is the Internet based store owned and operated by Vivo Taste Limited. Access to Vivo Catering site is subject to registration and following our terms and conditions.

1. Registration

1.1 You are registering as a user of Vivo Catering. Access will be through your username and password, which is personal to you. Please do not share these details with anyone. You should notify us if your username or password is taken, or being used by another party, by contacting us at angel@vivotaste.com.

You can change your password at any time by navigating to your profile page and by clicking the "edit" password button.

2. Making a purchase

2.1 To make a purchase, simply browse Vivo Catering and click on any items that you wish to add to your order. After you have finished your selection please click checkout. There is a minimum order of £35 excluding VAT for all orders. Delivery is free for most postcodes in our delivery area. Some postcodes may incur a small delivery charge, please see our FAQ page for more information.

2.2 There is a daily cut-off time of 4:00pm for orders to be placed for next day delivery. To amend or cancel an order, please contact us at your earliest convenience. Please note that all cancellations or amendments need to be made before 4:00pm the day before delivery. We cannot, unfortunately, make any amendments on the day of delivery.

2.3 **Last minute orders.** Whilst we appreciate prior notice for orders, we understand this is not always possible. For urgent catering orders, we will do our best to fulfill your requirements. Please do not hesitate to contact us on 020 7424 5992, or email us at angel@vivotaste.com

2.4 Shops are closed on some public holidays. During this time, orders must be placed by 4:00pm the previous open day.

2.5 Any order you make for products on Vivo Catering is an offer by you to purchase such products (subject to these terms and conditions), and acceptance of any order is at Vivo Catering's sole discretion. An order is deemed to have been accepted by Vivo Catering only when you receive the receipt confirmation with your order details or confirmation to this effect after the point of payment. Once we have accepted your order, there may be occasions where, for quality reasons or for other reasons beyond our control, it will not be possible to

complete your order in full. In such cases, we will aim to replace your order or parts of your order with a substitute product or products of similar quality.

3. Price and payment

3.1 The price will be as set out on the menu selection page (shown on the Vivo Catering site). Prices will be current at the date of order of the products.

3.2 Price and availability information is subject to change without notice. We accept payment on-line by most leading credit and debit cards including Visa, Maestro and Delta. Payment will be charged against your card at the time of order.

3.3 If your company has entered into an agreement with Vivo Catering to the effect that it will pay for your order then we will arrange payment directly with your company.

3.4 For credit accounts, invoices are sent by email following every order and are payable within 14 days of receipt of the invoice.

3.5 If the total of your monthly orders falls below the anticipated monthly spend, Vivo Catering reserves the right to remove a credit facility and to offer credit or debit card payment options only.

4. Delivery

4.1 Products will be delivered to the collection point nominated by the customer at the time of placing the order.

4.2 All deliveries must be checked and signed for. Signature will be deemed to constitute acceptance of delivery of a complete order.

4.3 We will endeavour to deliver your order as close to the allocated slot time requested, but sometimes things outside our control can go wrong. Where we can, we will try and call you if we feel that your order might not arrive within the estimated time of delivery, and our team will work to get your order to you as quickly as possible.

4.4 If any part of an order is found to be missing (or is rejected) on delivery, the customer must inform Vivo Catering immediately by calling 0207 4245992.

5. Liability

5.1 The liability of Vivo Catering in contract, tort (including, without limitation, negligence) or otherwise in respect of any products delivered or otherwise in connection with an order or for any loss, injury or damage attributable directly or indirectly thereto will at the sole option of Vivo Catering, be limited to: (a) delivering replacement products (at Vivo Catering's expense); or (b) refunding any sums paid to Vivo Catering for the products.

5.2 Vivo Catering will not be liable for any loss, injury or damage attributable directly or indirectly to any use of or inability to use the Vivo Catering website by you including (but not by way of limitation) any inaccessibility or malfunctioning of the website or any viruses passed to your computer from the Vivo Catering website.

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

6. Termination

6.1 You can withdraw your registration by emailing angel@vivotaste.com

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

7. Contacting us

7.1 We welcome feedback on any experiences that you have using our online delivery service and if you can't find the information that you are looking for in our FAQs, you can contact Vivo Catering via e-mail at angel@vivotaste.com or call 0207 4245992.

7.2 We must provide our online delivery services in line with these terms. Advice about your legal rights is available from your local Citizens' Advice Bureau. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms and conditions will affect these legal rights.

8. How we keep your information safe

8.1 Before submitting your order, we suggest that you also read our Privacy Statement which sets out how we deal with any information that we collect about you when you use our website (including for ordering an online delivery). Below are a few points to note in relation to how we will use your information for online deliveries specifically:

- We only collect the information that we need from you to ensure that your online delivery runs smoothly or so we can contact you in the unlikely event that something goes wrong.

- By accepting the terms and conditions, we may use your information to provide you with information about Vivo Catering or our products and services that we think may interest you. You can unsubscribe at any time by contacting us via email.
- Vivo Catering does not store any of your payment details when you place an online delivery order.

8.2 A copy of our full Privacy Statement can be found on our website.

9. Allergy warning

9.1 Vivo Catering products may contain traces of celery, gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame, soya and sulphur dioxide. For full allergen and dietary information on the products within our product range please see our menu.

10. Anything else?

10.1 These terms are governed by English law and are subject to the jurisdiction of the English courts.

10.2 We reserve the right to revise these terms and conditions from time to time at our discretion and without prior notice.

10.3 All online deliveries are made by Vivo Taste Limited which is a company registered in England and Wales.

10.4 Our company registration number is 08096394 and our registered office address is 64 NEW CAVENDISH STREET LONDON W1G 7LS.