

CHURCHILL'S FISH & CHIPS

CLICK & COLLECT - TERMS AND CONDITIONS

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you when you make a food order using our Click & Collect service at www.candc.churchillsfishandchips.co.uk (our website) or using the Churchill's mobile application software (our app).
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. By placing an order, you agree to be bound by these terms and conditions. These terms tell you who we are, how we will meet your order, how you and we may change or cancel your order, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, or if you have an issue with any of these terms, please contact us before you place an order.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** Churchill's Fish & Chips is a trading name of Fish 'n' Chick'n Limited, a company registered in England and Wales with company registration number 01018600. Our registered office is at Chesterford House, 14 Stansted Distribution Centre, Start Hill, Bishop's Stortford, CM22 7DG. Our registered VAT number is 213614304.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team on (+44) 01279 713560 or by writing to us at feedback@churchillsfishandchips.co.uk or Churchill's, Chesterford House, 14 Stansted Distribution Centre, Start Hill, Bishop's Stortford, CM22 7DG.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you have provided to us.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How we will accept your order.** Our acceptance of your order will take place when we provide on-screen confirmation that your order has been received and accepted by us, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the order. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the

price or description of the product or because we are unable to meet a collection time you have specified.

3.3. **Your order number.** We will assign a confirmation number to your order and tell you what it is when we accept your order. It will help us if you can tell us the confirmation number whenever you contact us about your order. You will also need this confirmation number to collect your products.

3.4. **Minimum age.** You may only place an order using our Click & Collect service if you are at least 18 years old.

4. **OUR PRODUCTS**

4.1. **Products may vary slightly from their pictures.** The images of the food products on our website are for illustrative purposes only. Your products may vary slightly from those images.

4.2. **Ingredients and allergen information.** Please consider the information displayed on our website at www.churchillsfishandchips.co.uk concerning the ingredients we use, and dietary and allergen information.

5. **YOUR RIGHTS TO MAKE CHANGES**

5.1. **If you wish to make a change to the products you have ordered.** If you want to change your order after it has been placed, please contact the store from which you have arranged to collect your order and we will do our best to meet your requirements. We will let you know if the change is possible. If it is possible to change your order we will let you know about any changes to the price of the products, the time of collection, or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.

5.2. **If we cannot make the requested changes to your order.** If we are unable to change your order or the consequences of making the change are unacceptable to you, you may want to cancel the order (see clause 8).

6. **OUR RIGHTS TO MAKE CHANGES**

6.1. **All orders are subject to availability.** If we are unable to meet your order due to a particular product being out-of-stock or for any other reason, we will attempt to contact you (on the telephone number you provided to us when you placed the order or created your account) to offer you an alternative product. If we are unable to contact you in advance of collection we will offer you an alternative product when you come to collect your order.

6.2. **If we make changes to your order.** If, as a result of any change in your order made by us, the total price of your order is reduced we will refund the difference between

the original price and the new price. If you agree to us making a change to your order which results in an increase in the price of your order, we will charge you the additional price when you come to collect your order. If you do not agree to our request to make changes to your order we will refund you for any part of your order which we have been unable to meet.

- 6.3. **We reserve the right to cancel your order after it has been accepted.** If we need to cancel your order after it has been accepted, we will contact you as early as possible and offer you a full refund.

7. COLLECTING THE PRODUCTS

- 7.1. **When the products will be available for collection.** During the order process you will select a collection time for your order. We will make every effort to make the order available for collection at the selected time. During busy periods you may be required to queue at the pre-order and collection point.

- 7.2. **To collect the products you must provide your confirmation number.** Please ensure that you bring your confirmation number to the store when you come to collect your order. You may be unable to collect your order if you cannot provide your confirmation number, and we will not be able to offer a refund in this situation.

- 7.3. **If you wish to change the collection time for your order.** You may be able to change the collection time for your order, depending on when you contact us to request the change. To request a change of collection time you must contact the store from which you have agreed to collect the products by telephone as early as possible, and in any event at least 15 minutes in advance of your selected collection time. We will make every effort to accommodate your request but any changes will be at the discretion of the store manager and will depend on whether preparation for your order has already begun, and on the availability of alternative collection times.

- 7.4. **If you do not collect the products at the agreed time.** We will offer the products for collection for a period of 30 minutes starting from your selected collection time. After this time the quality of the products will no longer be fit for serving to you and will no longer be available for collection. We will not be able to offer a refund or exchange if you fail to collect the products during this period.

- 7.5. **We are not responsible for delays outside our control.** Sometimes events outside of our control prevent us from preparing the products in time to meet your selected collection time. If the collection time is likely to be significantly delayed then we will make every effort to contact you as soon as possible to arrange an alternative collection time. If for any reason we cannot fulfil your order within a reasonable time of your selected collection time we will offer you a full refund.

- 7.6. **When you become responsible for the products.** The products will be your responsibility from the time you collect them from us and we will not be responsible for any degradation or deterioration in the quality of the products after this time.

8. YOUR RIGHTS TO CANCEL THE ORDER

- 8.1. **You can always cancel your order in advance of collection** by contacting the store from which you have agreed to collect the products by telephone. Your right to claim a refund depends on when you contact the relevant store to cancel the order – see clause 8.2.
- 8.2. **If you cancel your order you may claim a full refund** so long as you contact the store from which you have agreed to collect the products by telephone:
- (a) in the case of an advance order (which is an order placed more than one day before your selected collection time), **up to 24 hours before your selected collection time**; or
 - (b) in the case of same-day orders, within a reasonable time prior to any products being used to start preparing your order. Typically, preparations will not begin until approximately 60 minutes prior to the selected collection time for same-day orders.
- 8.3. **If the products are of unsatisfactory quality, misdescribed or incomplete** you may return the products, at which time we will offer a replacement or a refund. No exchanges or refunds will be made for missing items or inadequate quantities once the products have left the store after collection. **You should therefore check your order at the time of collection before leaving the store.** No exchanges or refunds will be made as a result of the quality of the products deteriorating due to you missing your selected collection time, or for loss or normal deterioration of the products occurring after the products are collected.
- 8.4. **How we will refund you.** In all cases in which we agree to offer a full or partial refund, we will refund you the price you paid for the products (or the appropriate portion of this price) by the method you used for payment.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

- 9.1. **How to tell us about problems.** If you have any complaints about the products, please contact us. You can contact the store from which you collected the products, telephone our customer service team on (+44) 01279 713560, or write to us at feedback@churchillsfishandchips.co.uk or Churchill's, Chesterford House, 14 Stansted Distribution Centre, Start Hill, Bishop's Stortford, CM22 7DG.
- 9.2. **Summary of your legal rights.** The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

10. PRICE AND PAYMENT

- 10.1. **Where to find the price of the products.** The price of the products (which includes any VAT) will be the price indicated on our website or our app (as applicable) when you placed your order. We take all reasonable care to ensure that the price of the products advised to you is correct. However please see clause 10.2 for what happens if we discover an error in the price of the products you order.
- 10.2. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the products' correct price at your order date is less than our stated price at your order date, we will charge you the lower amount. If the products' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 10.3. **When you must pay and how you must pay.** We accept payment by the following card types: Maestro UK, MasterCard, Solo Card, Visa Debit, Visa Credit and American Express. You must pay for the products at the time of placing your order and, in any event, before you collect them. We are not responsible for and will not refund any fees or charges imposed by your bank, building society or credit card company for processing any transaction or refund in relation to your order.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.
- 11.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.
- 11.3. **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1. **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process (or when creating your account), to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

12.2. Please see our privacy policy available at www.candc.churchillsfishandchips.co.uk or on our app for further information.

13. OTHER IMPORTANT TERMS

13.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may refuse to agree if we reasonably believe that such a transfer will affect our rights or our ability to enforce our rights under the contract.

13.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the English or Welsh courts. If you live outside of England or Wales you can bring legal proceedings in respect of the

products in either the courts of the country in which you live or in the English/Welsh courts.

- 13.7. **Online dispute resolution.** The [European Online Dispute Resolution Platform](#) (the **ODR Platform**) provides an alternative to legal proceedings whereby an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, instead of bringing legal proceedings as set out in clause 13.6, you may choose to submit your dispute to the ODR Platform for online resolution.