



**Hawksby**  
The Business Caterer

# Terms & Conditions

By placing an order or accessing [www.hawksby.co.uk](http://www.hawksby.co.uk) you signify your agreement to be bound by the terms and conditions set out below. If you have any questions before ordering relating to these terms and conditions, please contact our team by e-mail at [invoicing@hawksby.co.uk](mailto:invoicing@hawksby.co.uk) alternatively via telephone.

## 1. Payment Terms

These terms apply to all credit, which you have with us. They apply to the exclusion of any verbal representations that may have been made. These terms shall last as long as you owe us money.

## 2. Late Payment

We will charge interest on all outstanding sums at a daily rate of 4%. The interest rate may change from time to time in accordance with rates set by the Bank of England, but if they do, we will notify you. However, if you pay us before close of business within 14 days of the invoice as sent to you, we will not charge you interest. We will invoice you for the full amount you owe us per order.

## 3. Sums Outstanding

We reserve the right to ask for all sums outstanding to be repaid to us immediately, together with any interest, which may have accrued on such sums.

## 4. Overdue Accounts

We reserve the right to assign your debt to a debt factoring agency to chase on our behalf, or on their own behalf. All credit facilities with Hawksby & Dickens will then be withdrawn.

## 5. Payment method

Our preferred method of payment for settlement of the balance of the credit account is via BACS.

## 6. Delivery

We will make every effort to deliver by the times requested, but exact times cannot be guaranteed. We therefore ask that customers factor in a 45 minute window. Customers will be advised of any delay. Advance notice of any parking, unloading or security difficulties shall be made at the time of ordering. Where authorisation is required for our delivery staff to be able to drop-off deliveries within a secure area, customers are responsible for gaining the required permissions.

## 7. Orders

All orders must be placed via [www.hawksby.co.uk](http://www.hawksby.co.uk). Orders must be made by 2.30pm the day before delivery and will be confirmed by email. The minimum order value for lunches is £25. For morning goods, it is £16. Unless credit terms have been agreed in writing, prior to delivery, payment is to be made before delivery. Cancellations of less than 24 hours will incur at our discretion, a cancellation charge of 50% of order value. All items are subject to VAT at the current rate.

## 8. Food

According to our suppliers and to the best of our knowledge we do not use any foods that are genetically modified. Some of our ingredients may contain nuts or nut derivatives. Special dietary requirements must be specified at the time of ordering. All items are subject to availability and seasonal changes. Menus may change accordingly from those published and replaced by similar items.

## 9. Collections

Non disposable items, including platters, dishes, bowls, crockery, cutlery, linen etc., must be available for collection, free from food debris, the day following delivery. Loss or breakage of returnable items will be charged at the cost price of the item.

## 10. Personal information

Please ensure that details provided to Hawksby & Dickens Ltd. during the registration process are correct and any changes to your personal information updated immediately.

## 11. Indemnity

You agree to fully indemnify and hold Hawksby & Dickens Ltd. and its employees, directors and suppliers harmless from and against all claims, liabilities, legal fees, damages, losses, costs and expenses arising out of any breach of the Terms & Conditions by you or any other liabilities arising out of your use of the Website. This also extends to any other person accessing [www.hawksby.co.uk](http://www.hawksby.co.uk) using your account/and or personal information.

## 12. Limitation of Liability

In accessing [www.hawksby.co.uk](http://www.hawksby.co.uk) you agree that it would be unreasonable to hold us liable in respect of the information and content available. Hawksby & Dickens Ltd. make no warranties, whether expressed or implied in relation to the accuracy of information placed on the Website. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions including but not limited to the implied warranties of satisfactory quality, fitness for purpose, and the use of reasonable care and skill. Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising out of or in connection with the use of the Website. Including without limitation any loss of profit, business, contracts, goodwill, data, income, revenue or opportunity. Nothing in these terms and conditions shall be construed so as to exclude or limit the liability for death or personal injury as a result of the negligence of Hawksby & Dickens Ltd. or its employees. Hawksby & Dickens Ltd. reserves the right to modify or remove, either temporarily or permanently the Website, or parts of it without prior notice. Similarly Hawksby & Dickens Ltd. reserves the right to change these Terms & Conditions at any time. Your continued use of the Website following any changes will be deemed to be your acceptance of such change. We would urge you to check our Terms and Conditions regularly. Hawksby & Dickens Ltd. makes no warranty that the Website or the server that makes it available are free from viruses or other unknown causes which may be harmful or destructive.

## 13. Purchase of Products

Hawksby & Dickens Ltd. will take every possible precaution to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held responsible or liable for any loss you may suffer if a third party procures unauthorised access to information provided when accessing or ordering from the Website.

#### **14. Severance**

If any part of these Terms and Conditions are deemed unlawful, void or for any reason unenforceable, that part of these terms and conditions shall be deemed to be severable and shall not affect the validity and enforceability of any of the remaining provisions of the Terms & Conditions.

#### **15. Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

#### **16. Fraudulent Use of Hawksby & Dickens Websites**

Any fraudulent use of the website and/or promotions will be reported to the police. Hawksby & Dickens Ltd will press charges in all such instance.

#### **17. Privacy Policy**

Your privacy is very important to us and as such, we are committed to protecting your privacy online. The personal information that you give as part of the payment process (i.e. name, address, email and the like) will be treated in accordance with the provisions of the Data Protection Act 1998. We do not retain any debit or credit card details that you submit.

