

Terms & Conditions

Introduction

This agreement is a legal document which sets out your rights and obligations, and those of Philpotts Limited in relation to the service we provide and the food, drink and other products that you may purchase through the Philpotts website. You must take the time to read and understand this agreement before registering for, or making a purchase. You accept that you are entering into a contract with us on the terms of this Agreement. You should be aware that this Agreement may change from time to time, and the revised version in accordance with the information set out below.

Food, Drink and other Products

The Philpotts website may display meal products. These are intended to be reasonably accurate representations of the food. However, Philpotts cannot guarantee that the appearance of a meal product will be delivered as a replicate of how it appeared to you on screen; in part, this is dependent upon your computer's display monitor, the limitations of technology and even how you perceive colour. We try as hard as we reasonably can to ensure that the prices quoted for our products are correct. However, if there is an inadvertent mistake in the pricing, we shall not be liable for it. In this event, we may cancel your order, and you may be required to make a fresh order at the correct pricing.

Prices & Payment of Food

The price of any product will be as quoted on our site and may vary from time to time, except in cases of obvious error. Prices include VAT where applicable. Prices may vary between stores.

Prices are liable to change at any time, but changes will not affect orders that have been placed and confirmed on the website.

You can pay for your food on the website either by credit account or by using a credit or debit card. If you wish to open a credit account please complete the credit account application form on our website. Terms and Conditions relating to the Credit account facility are detailed below. If you wish to pay by credit or debit card it is your responsibility to ensure that your card is valid. By placing an order on the website, you agree to us requesting an authorisation from your card issuer for the total amount at that point. Your order may be terminated if we are refused authority for payment or reasonably believe that payment may be refused.

Credit Account facility - Terms and Conditions

1. Payment terms are 30 days from date of invoice.
2. For all orders placed by the website, an order confirmation will be sent to The Customer prior to delivery. The customer is responsible for checking the order confirmation prior to the fulfilment time and date, any amendments must be notified in line with the cancellation terms. Please refer to the Cancellation of orders section in this document.
After the order has been completed an invoice will be sent to the Customer and any disputed amounts must be notified to the Company within 2 days from date of invoice.
3. The Customer is asked where possible to retain any receipts from delivery of the products as confirmation of delivery and also for VAT purposes.
4. The Company reserves the right to charge Statutory interest on the overdue balances for the period from the date on which payment shall have become due until the date in which payment shall be made including any period after the date of any judgement or Decree against the Customer.
5. Please note that this signatory must state their position within the company on the application form. They should be a Director within the company or ensure that they have the appropriate authority prior to signing the form.
6. In the event of any cheques or payments due by the Customer to the company being dishonoured, a charge of £15 will be made on the Customers account to cover bank and administrative charges.
7. Failure to pay by the due date shall entitle the Company to suspend delivery of all unexecuted orders.
8. The Company reserves the right at any time in its absolute discretion to demand immediate payment of any overdue account and to take legal action to recover the debt and costs.
9. The Company may refuse an application without reason, or may withdraw credit facilities at any time and at its discretion may seek information with regard to the applicant from a credit reference agency.
10. Any change of details, including change of address, must be notified to Philpotts at the address below. Online customers are responsible for ensuring that their details are correct and up to date.
11. The risk of loss or damage to any products delivered under this contract shall pass to the Customer upon delivery to the required Customers premises.
12. Any delivery of products can be made by the Company to such premises as the Customer shall reasonably require.
13. The Customer shall allow the Company reasonable access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place of delivery, to take delivery of the products and to sign for them.

Delivery of Food

When placing your food order, you may be asked to provide an address for delivery. It is your obligation to ensure that the address you provide is sufficiently accurate for delivery to be made, and is readily accessible for such a delivery. Note that the person making a delivery is obliged only to deliver to the main entrance of the delivery address you have selected. While Philpotts will endeavour to deliver the food within a reasonable period (and/or as close as possible to your requested delivery time), note that we do not have any responsibility for speed or timeliness of delivery, and that deliveries may not always go to plan (as a result of weather, traffic or other factors). You agree to accept delivery of your food at the address specified in your order. If you are not present to take delivery, then the price you have paid for your food will not be refunded to you. The shop may contact you if there is an excessive delay with the dispatch of your food.

Cancellation of orders

At Philpotts we understand that you may need to occasionally cancel an order that you have placed with us. Please note the following cancellation policy. This applies to all orders regardless of how the order was originally placed.

Orders that have been placed with us that are cancelled between 5.00pm on the prior day the order is due and 6.00am on the day the order is due will be charged at 50% of the price of the order.

Orders that are cancelled after 6.00am on the day the order is due will be charged the full price of the order.

Cancellation of orders should be made by email direct with the shop the original order was placed. Phone cancellations are not acceptable.

Intellectual Property

All copyright, trade marks and other intellectual property rights in the website and its content (including without limitation the website design, text, graphics and all software and source codes connected with the website) are owned by or exclusively licensed to Philpotts Ltd or otherwise used by Philpotts Limited as permitted by law.

In accessing the website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the written consent of the copyright holder. This excludes downloading, copying and/or printing of pages of the website for personal, non-commercial home use only.

Privacy policy

www.philpotts.co.uk ("the Website") is owned by Philpotts Ltd. This policy explains how we may use information we collect about you, as well as your rights over any personal information we hold about you. By accessing the Website you confirm to have understood and agreed to them.

Information we collect about you

We collect information about you when you:

- visit the Website, and other sites accessible from the Website.
- register with and buy products or services on the Website.
- take part in promotions, competitions,
- contact us by completing the online form (s)

Using your information

Collecting your personal information helps Philpotts to better understand what you need from us. We use your information to:

- manage and improve the Website.
- personalise our services to you.
- administer and operate your account.
- process your orders
- tell you about important changes to the Website and our services.
- understand your shopping behaviour to develop and improve our products and services.
- manage promotions, and competitions.

Your personal information is safe with us and will never be released to and third parties.

Marketing

We may contact you:

- with offers and information about our products or services
- for customer research eg to help improve our services

If you say you do not want to receive marketing information from us this will prevent you from receiving great offers or promotions that may be of interest to you.

Cookie Policy

In order to comply with new rules, we use a system of classifying the different types of cookies which we use on the Website, or which may be dropped by third parties through our websites. The classification was developed by the International Chamber of Commerce UK and explains more about which cookies we use, why we use them, and the functionality you will lose if you decide you don't want to have them on your device. Please be reassured that we are working on other privacy and cookie-related improvements to the Website.

What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your personal computer, mobile or other device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device.

Persistent cookies - these cookies remain on a user's device for the period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.

Session cookies - these cookies allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests.

You can find more information about cookies at www.allaboutcookies.org and www.youronlinechoices.eu.

Cookies used on the Website

A list of all the cookies used on the Website by category is set out below.

Strictly necessary cookies

These cookies enable services you have specifically asked for. For those types of cookies that are strictly necessary, no consent is required.

These cookies are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the Website. Without these cookies services you have asked for, like shopping baskets or e-billing, cannot be provided.

Performance cookies

These cookies collect anonymous information on the pages visited. By using the Website, you agree that we can place these types of cookies on your device.

These cookies collect information about how visitors use the Website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how the Website works.

Functionality cookies

These cookies remember choices you make to improve your experience. By using the Website, you agree that we can place these types of cookies on your device.

These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites.

Targeting or advertising cookies

These cookies collect information about your browsing habits in order to make advertising relevant to you and your interests.

They are used to limit the number of times you see an advertisement as well as help measure the effectiveness of the advertising campaign. They remember that you have visited a website and this information is shared with other organisations such as advertisers. Quite often targeting or advertising cookies will be linked to site functionality provided by the other organisation.

Using browser settings to manage cookies

The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer.

Disclosing your information

We will never disclose your information to anyone outside Philpotts except to comply by law.

Other websites

The Website may contain links to other sites which are outside our control and not covered by this policy. The operators of these sites may collect information from you that will be used by them in accordance with their policy, which may differ from ours.

Changes to our policy

This policy replaces all previous versions and is correct as of January 2016. We reserve the right to change the policy at any time.

Contacting us

If you have any queries, please contact us at office@philpotts.co.uk

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to office@philpotts.co.uk.

If you think the information we have about you is incorrect or incomplete, please write or email us and we will correct or update any information as soon as possible.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and corporate policies to safeguard and secure the information we collect.

Linking

We may link to other websites which are not within our control. Once you have left the Philpotts website, we cannot be responsible for the protection and privacy of any information which you provide. You should exercise caution and look at the privacy statement application to the website in question.

Phishing

Phishing is the name given to attempts to steal personal details and financial account details from a website user. "Phishers" use fake or "spoof" emails to lead users to counterfeit websites where the user is tricked into entering their personal details, such as credit card numbers, user names and passwords.

If you do receive such an email or are asked for your password by anyone claiming to work for Philpotts Limited, please forward the email or report the incident by email to: office@philpott.co.uk

How to contact us

If you have any questions about our Privacy Policy, please contact us at:

Philpotts Limited,
146-156 Sarehold Road,
Hall Green,
Birmingham

B28 8DT

Disclaimers and Limitation of Liability

The website is provided on an "As is" and "As available" basis without any representation or endorsement made without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Philpotts will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the website.

Philpotts makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed as to exclude or limited the liability of Philpotts for death or personal injury as a result of the negligence of Philpotts or that its employees or agents.

Changes to Website

Philpotts reserves the right to:

Change or remove (temporarily or permanently) the website or any part of it without notice and you confirm that Philpotts shall not be liable to you for any such change or removal; and

Change to these Terms and Conditions at any time, and your continued use of the website following any changes shall be deemed to be your acceptance of such change.

Indemnity

You agree to indemnify and hold Philpotts and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Philpotts arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this website.

Invalidity

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

Law

This agreement, your food order and all food purchases shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

Who we are

Philpotts Limited is a company registered in England, Wales and Scotland under Company number 2001192, whose registered address is at 146 -156 Sarehole Road, Hall Green, Birmingham, B28 8DT. Our VAT registration number is 880 1743 23. You can contact us at office@philpotts.co.uk