

LUU Eats Terms and Conditions

Introduction

These are the terms that apply to your account with us ("LUU Eats Account") and to the loyalty, ordering, promotional information and other services we provide in connection with your LUU Eats Account (collectively, "LUU Services").

These terms apply to your LUU Eats Account, the LUU Eats mobile application. By downloading an LUU Eats Application, registering for an LUU Eats Account or using any of the LUU Services, you agree to be bound by these terms which form a binding contract between you and us from that point until you or we close your LUU Eats Account.

Your LUU Eats Account is operated, and the LUU Services are provided, by Leeds University Union ("we", "us" and "our"), a charity registered in England (Company Number 07284768) with registered offices at Lifton Place, Leeds, LS2 9JZ.

You can contact us by writing to us at the address above or by emailing us at rewards@luu.ac.uk. We will communicate with you in the English language and you agree that most communications will be by email or by us posting material on our website.

End User Licence Agreement

The LUU Eats Application(s) are free to download. You may install and use the LUU Eats Application(s) (including any updates we make available to you) provided that: (a) (as between you and us) we own all rights and titles in and to the LUU Eats Application(s) and all the content in them and in any messages we send you. You have no rights in them except as expressly set out in these terms; (b) you use the LUU Eats Application(s) only as permitted by the relevant app store terms and these terms; (c) you use the LUU Eats Application(s) on one single mobile device that is owned by you or under your control; (d) you use the LUU Eats Applications only to receive the LUU Eats Services and only for your personal, non-commercial purposes; (e) you do not republish, redistribute or re-transmit, assign, sub-license or grant any rights of use (or other rights) in them to any other person; (f) save as permitted by law, you do not copy or reproduce the LUU Eats Application(s) or the content in them or any messaging we send you (whether in whole or in part); (g) you do not decompile or reverse engineer the LUU Eats Application(s) or attempt to derive the source code, or alter, modify, translate, adapt or create derivative works of the LUU Eats Application(s), or content in any way (in whole or in part); (h) you do not remove or tamper with any copyright or other attribution notice; (i) you do not attempt to circumvent security features or interfere with the proper working of the LUU Eats Application(s), your

LUU Eats Account or the LUU Eats Services; and (j) on any suspension or termination of the LUU Eats Services and/ or LUU Eats Account, all rights granted to you shall be suspended or cease immediately.

You may use your LUU Eats Account and the LUU Eats Services only for authorised and lawful purposes (complying with all applicable laws and regulations). You must not use your LUU Eats Account or LUU Eats Services in connection with any lottery or gambling activity, to further any fraudulent or other illegal activity, to impersonate another person or in a manner harmful to us or any other person.

The LUU Eats Application(s) and messaging we send you may include links to external sites and third-party offers and promotions. We are not responsible for the content of these sites or for goods, services, content or other information or materials provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of their operators or promoters or any comment, statement or view expressed by them.

You agree that we are free to use any feedback, comments, suggestions, information or ideas contained in any communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever (including, but not limited to, developing, manufacturing and marketing goods and services and creating, modifying or improving your LUU Eats Account, the LUU Eats Services, the LUU Eats Application(s), or other goods or services). For the avoidance of doubt, all such comments, suggestions, information or ideas will be non-confidential and nonproprietary.

Account registration and opening

To use any LUU Eats Service, you must first have an LUU Eats Account. You can apply for an LUU Eats Account through the LUU Eats Application. It is free to register for an LUU Eats Account. You must not attempt to open multiple LUU Eats Account at a time. You may download each LUU Eats Application to only one mobile device at a time. To register, you must satisfy the following minimum eligibility criteria. You must: (a) be an individual acting on your own behalf, in your own personal capacity (and not as a business or on behalf of another person, company or other organisation); (b) be at least 18 years of age (or any older age legally required under local law in your country to bind yourself legally to these terms); (c) have a real mobile phone number that only you have access to; (d) have a real email address that you check regularly; and (e) not already hold an LUU Eats Account or had an LUU Eats Account which was closed by us.

To register for an LUU Eats Account and to use some (but not all) of the LUU Eats Services, you must provide us with certain information about yourself. This information must be true, accurate,

complete and up-to-date. You must update your LUU Eats Account information promptly in the event of any change to this information. Your privacy is important to us. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment and loyalty parts of the LUU Eats Services, and for the purposes of improving our food and drink services. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent for this service at any time by closing your LUU Eats Account. If you do this, we will stop using your personal data for this purpose but may need to retain data such as transactions to meet our legal obligations. Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. We will inform you when we make any changes to our Privacy Notice.

We may decline any application to register for an LUU Eats Account. We are not obliged to give a reason if we decline your application.

We reserve the right to carry out checks (including checks with credit reference agencies) for the purposes of verifying your identity and credit status so we can comply with our anti-money laundering and know-your-client obligations. By agreeing to these terms, you agree to our doing so.

Merchants, Partners and our role

To make payments or earn Rewards using your LUU Eats Account, you will need to enter the details of your preferred payment card. This card information can be stored on the app for future purchases. Your LUU Eats Account, each LUU Eats Application is operated by us but we have no responsibility for (a) the issuance, acceptance or operation of your Payment Instrument; (b) Merchant, websites, their goods and/ or services or the operation of any account you hold with them.

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We do not have any authority or influence in resolving any dispute you may have with any Merchant or Partner and you agree not to involve us in any such dispute. However, if, without being under any obligation to do so, we do intervene to help resolve a dispute relating to a Transaction or make a goodwill gesture (for example, issuing a refund), we do this on behalf of the relevant Merchant and it does not affect or widen our limited role.

Authorised/ unauthorised use of your LUU EatsAccount

You are the only authorised user of your LUU Eats Account. You must not let anyone use your LUU Eats Account.

If the correct user details (e.g. password, biometrics or code) are entered when your LUU Eats Account is accessed, we will assume that you are the person accessing your LUU Eats Account and you will be responsible for such use (including any transactions).

You must notify us immediately by emailing rewards@luu.ac.uk if you discover or suspect that your LUU Eats Account has been compromised or suspect an unauthorised transaction. Until you do, your LUU Eats Account will not be secure and you will be liable for transactions under your LUU Eats Account. If we suspect that your account has been compromised or suspect an unauthorised transaction, we may communicate with you via your registered email address or via other secure means agreed between you and us. We may need to verify your identity as part of this process.

We are responsible for the correct and timely processing of transactions. Where we process a transaction in error or the transaction is unauthorised, we will refund the transaction without undue delay. In most situations, you will be responsible for any unauthorised transaction (but not transactions we make in error) only up to a maximum amount of £35. We will be responsible for any transaction value in excess of this amount and will arrange for your Payment Instrument to be credited but only where (a) the unauthorised use was not detectable by you prior to a payment; (b) the unauthorised use was caused by our acts or omissions or those of our partners, and (c) you notify us (by emailing rewards@luu.ac.uk) within thirteen (13) months of the date on which your payment Instrument is charged or you become aware of the transaction. However, you will be liable for the full amount of the transaction if you (i) have acted fraudulently; or (ii) are intentionally or negligently in breach of these terms (including as to the timeframe for notifying us that your Payment Instrument and/ or LUU Eats Account might be compromised).

We reserve the right to alter or replace your user details or require you to do so, at any time. We may suspend access to your LUU Eats Account in the meantime.

Paying with your LUU Eats Account

Your Payment Instrument must be issued in your name by a bank, building society or other recognised financial institution and must be valid and unexpired. You must update your LUU Eats Account information promptly if you change your Payment Instrument. If you link a Payment Instrument to your LUU Eats Account, we may seek to authenticate its details by making a credit to or a reservation of a small amount of money from it – any funds reserved in this way will be released back to you within 5 working days. You may link a Payment Instrument to only one LUU Eats Account at a time. We will not be liable for any charges you incur from your Payment Instrument provider as a result of taking these steps.

Your payment instruction is authorised when you receive confirmation in-app. We aim to charge the transaction amount to your Payment Instrument by the end of the next business day but could take up to thirty (30) days.

When you make a purchase with your LUU Eats Account, a digital VAT receipt will be sent to you via email. You can view transactions made within the last 7 days on your app also.

Offers, promotions and campaigns

From time to time, Merchants and Partners may run advertising and promotional campaigns. We, and/or our Merchants and/or our Partners, may (subject to you opting in, where necessary) communicate campaigns to you, but the relevant Merchant or Partner (not us) is the promoter of the campaign. If you receive communications about a campaign from us, we do not guarantee that you are eligible to participate in it and you should check (with the relevant Merchant and Partner) that you are eligible, what you have to do (if anything) to participate, for how long it is available and any other material conditions, as set out in the relevant campaign terms and conditions. The relevant Merchant or Partner (not us) is responsible for any campaign and the terms and conditions that apply and making sure you are aware of them. The Merchant or Partner may choose to change or discontinue a campaign at any time.

You may cease to be eligible to continue participating in any ongoing Campaign and cease to be entitled to benefit from a Reward if: (a) your LUU Eats Account is suspended or closed; (b) the Merchant or Partner ceases to work with us; or (c) the Merchant or Partner changes or discontinues the campaign.

We will not be responsible for any detriment or disappointment you may suffer because of your participation in any campaign, Reward, offer or promotion. This will not affect any Transaction that has already been completed.

Changes to these terms

We reserve the right to make changes to these terms. We will notify you of any change(s), including details of when they will come into effect.

Subject to any statutory notice period, you will be deemed to have accepted the change, even if you do not tell us, if (a) you continue to use your LUU Eats Account, the LUU Eats Services, an LUU Eats Application or a Partner Application after the date specified, or (b) you do not close your LUU Eats Account before the date specified for the change.

Suspension of/ closing your LUU Eats Account

You may close your LUU Eats Account, without charge, at any time by emailing rewards@luu.ac.uk.

We may close your LUU Eats Account or withdraw any of the LUU Eats Services without reason at any time.

We may, from time to time, suspend (in whole or in part) the operation of any LUU Eats

Services and/ or your use of your LUU Eats Account if (a) we suspect your LUU Eats Account is being used in connection with unauthorised, fraudulent or unlawful activities; (b) that the security of your LUU Eats Account has been compromised or suspect an unauthorised transaction; (c) we are required to do so by law, court order or the instructions of a regulator; (d) you breach any of these terms; or (e) as otherwise set out in these terms.

We may, with or without prior notice, immediately close your LUU Eats Account if (a) you no longer satisfy the minimum eligibility criteria set out in paragraph 3.2; (b) you use the LUU Eats Account, LUU Eats Application, Partner Application(s) or LUU Eats Services in connection with fraudulent or unlawful activities; (c) you use the LUU Eats Account, LUU Eats Application, LUU Eats Services or LUU Eats email addresses to make representations or announcements that are slanderous, defamatory, obscene, profane, indecent, vulgar, repulsive or offensive; or (c) you breach any of these terms. If you have breached these terms, we may take such additional action as we deem appropriate including by (a) issuing a warning to you; (b) commencing legal proceedings against you for recoverable loss and damage resulting from the breach (including reimbursement of all sums paid if you have used your LUU Eats Account in a fraudulent manner and/or using an unauthorised Payment Instrument); (c) disclosing relevant information to law enforcement authorities; and/ or (d) suspending your LUU Eats Account and use of the LUU Eats Services. The actions described above are not limited and we may take any other action we deem appropriate.

Upon closure of your LUU Eats Account, for whatever reason (a) all rights granted to you under these terms will cease immediately (but this will not affect any rights or remedies which either you or we may have in respect of anything that takes place before your LUU Eats Account is closed); and (b) you must discontinue promptly all use of your LUU Eats Account, the LUU Eats Services, the LUU Eats Application.

Our liability

Nothing in these terms shall limit or exclude our liability to you (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation; (c) for breach of any term implied by the Consumer Rights Act 2015 which, by law, may not be limited or excluded; or (d) for any other liability that, by law, may not be limited or excluded.

TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER IMPLIED OR EXPRESS AND WHETHER ARISING BY LAW, CONTRACT OR A COURSE OF DEALINGS BETWEEN US. WE DO NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OPERABILITY OF THE LUU EATS SERVICES OR YOUR LUU EATS ACCOUNT. THERE MAY BE PERIODS OF DOWNTIME FOR MAINTENANCE AND UPGRADE WORK (WHETHER ON A SCHEDULED OR

UNSCHEDULED BASIS). WE ARE NOT RESPONSIBLE FOR THE SECURITY OF INFORMATION THAT YOU CHOOSE TO COMMUNICATE WITH US WHILE IT IS BEING TRANSMITTED OR FOR ANY DATA LOST DURING TRANSMISSION.

IN NO EVENT SHALL WE, OUR AGENTS, OFFICERS, EMPLOYEES OR SUB-CONTRACTORS BE LIABLE TO YOU FOR ANY LOSS OR CORRUPTION OF DATA, SOFTWARE OR HARDWARE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT OR ECONOMIC LOSSES; INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES AND ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE AND, IN ANY CASE, SHALL NOT EXCEED THE SUM OF £150.

WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM OR DELAY IN THE PERFORMANCE OF, ANY OF OUR OBLIGATIONS THAT IS CAUSED BY ANY ACT OR OMISSION OF A THIRD PARTY OR EVENTS OUTSIDE OUR REASONABLE CONTROL.

Complaints handling

If you wish to make a complaint about your LUU Eats Account or the LUU Eats Services, please email rewards@luu.ac.uk giving brief details of your complaint. A summary of our complaints handling procedures is available on our website and we can provide a copy on request.

General

You may not transfer or assign any or all of your rights or obligations under any of these terms.

If we fail to enforce any of our rights, that does not result in a waiver of that right. If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.

These terms may not be varied except with our express written consent. These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any of these terms. No third party has the right to enforce any of these terms under the Contracts (Rights of Third Parties) Act 1999.

APPENDIX 1 Additional functionality

LUU Eats Services – Order Ahead and in-app purchases

Orders are subject to acceptance by us. Each order will be subject to our terms and conditions of supply or service, which will be accessible to you from our website. You will be deemed to have accepted our terms and conditions by placing your order. You will receive an order acknowledgement.

On acceptance of your order, we will notify you via an in-app message. This message confirms acceptance of your order and we will take payment and prepare your order. Once you have received

this message, you cannot cancel or change the order and cancellation and refunds are at our discretion, subject to our terms and conditions. The price of the relevant goods and services is as quoted in the LUU Eats Application or at the time you place your order. Prices include VAT. Prices are liable to change at any time (but changes will not affect any order you have placed already).

If you have purchased an age-restricted item (such as alcohol), you will need to be able to show a photographic ID which confirms your age.

LUU Eats Services – LUU Rewards

LUU Rewards are available to collect from participating outlets by scanning your LUU Rewards QR code found within the LUU Eats Application at the point of sale. LUU Rewards are available on all purchases either made through the LUU Eats Order and Pay or at the physical point of sale.

An LUU Rewards account will automatically be registered when you create your LUU Eats Account.

Any Rewards collected will be applied to your LUU Rewards Account. You can continue to collect Rewards can by scanning the QR code on the registered Loyalty Account at the point of sale or through your LUU Eats Order and Pay. Rewards can only be viewed by logging into your LUU Rewards Account and can only be redeemed by using your LUU Rewards Account at the point of sale. Rewards are not able to be redeemed through the order and pay app at this time.

The LUU Rewards scheme and LUU Rewards are operated by LUU Rewards, LUU, Lifton Place, Leeds LS2 9JZ. Registered in England & Wales: company no 07284768.

LUU Rewards can cancel, withdraw or alter the scheme at any time, including these terms and conditions or any individual LUU Rewards account.

The LUU Rewards scheme is only valid in participating LUU outlets.

If we identify that you hold two or more LUU Rewards accounts, we may merge them into one account at our discretion.

The LUU Rewards scheme is for personal use only; business use is strictly prohibited and constitutes abuse. LUU Rewards reserves the right, at the point of purchase or retrospectively, to determine whether a transaction constitutes business usage.

LUU Rewards can take any action it considers appropriate, including removing or suspending an LUU Rewards account and points accrued if we have reason to believe you are abusing the scheme.

LUU Rewards will remove LUU Rewards points from registered LUU Rewards accounts that haven't been used for one year or have been closed. Please note, LUU Rewards will now remove LUU Rewards points from accounts that have not been used for one year.

To benefit from the LUU Rewards scheme you must be a United Kingdom resident aged 18 years or over. LUU Rewards will not communicate with a customer until an appropriate age of consent is reached.

Collecting LUU Rewards Points

The standard number of points you will collect is 5 LUU Rewards points for every £1 you spend on qualifying purchases. Points will be collected for every full pound spent, no points will be added for amounts spent which do not equate to a full £1. Points will usually be added to your LUU Rewards account at the time you buy products and services included in the scheme in participating outlets. To collect points your LUU rewards application will be scanned at the point of sale. Points will automatically be added to your LUU Rewards Account when using LUU Eats Order and Pay App. Rewards cannot be redeemed through the Order and Pay App and can only be redeemed at the point of sale in participating outlets.

Points are not available on gift cards except during special promotional events

During LUU Rewards points events, existing points promotions will not be multiplied.

Rewards points will expire 12 months from the date of collection. If points have not been redeemed they will automatically be removed from the account on the anniversary of the collection. No advanced warning of expiry will be sent to the account holder and it is the responsibility of the account holder to utilise points before they expire. Once expired points cannot be used, reinstated or replaced under any circumstances. No cash alternative is available if due to distance, ill health or any other reason points cannot be redeemed by the account holder. Points are non-transferable between accounts.

Spending LUU Reward Points

One point is worth one penny (1p) to spend in participating outlets. We will not exchange LUU Rewards points for cash and the offer is non-transferable

You must have £2 worth of LUU Rewards points to redeem a reward; once this threshold is reached you can redeem full or part of your reward as full or part payment for goods and or services in participating outlets at the point of sale only. Once the £2 limit is exceeded any amount of points can be redeemed within a transaction up to the full value of the transaction.

You will not qualify for LUU Rewards points, extra points offers, or discounts that are related to LUU Rewards or any other scheme, offers, benefits, products or services when you pay with points.

We reserve the right to substitute or remove products and services available for LUU Rewards points collection and redemption without notice

Spending points may be subject to network availability in participating outlets.

If you wish to make a complaint about your LUU Rewards, please email rewards@luu.ac.uk giving brief details of your complaint. A summary of our complaints handling procedures is available on our website and we can provide a copy on request.