

## 1. Parties to the Contract

1.1 "Customer" is the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company. The customer is responsible for reading and agreeing our terms and conditions as they will form the basis of the contract of purchase and service agreement.

1.2. "The Company", "The FoodHouse", Online Limited. THE FOODHOUSE are responsible for providing a purchase and service that meets the agreements within the terms and conditions. Our registered office is THE FOODHOUSE, Suite 23, John Buddle Work Village, Buddle Road, Newcastle upon Tyne, NE4 8AW. Our company registration number is 11356764.

## 2. Choosing a product from THE FOODHOUSE

2.1. The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. No variation to these Conditions shall be binding unless previously agreed in writing between the authorized representatives of each of the Customer and the Company.

2.2. The Company shall provide information about our products and services to help inform the basis of the purchase.

2.3. If requested by the Customer, the Company may provide a full demo of our software free of charge if the customer desires to help inform the customer of the purchase. An EPOS Software demonstration is available on The FoodHouse YouTube channel.

2.4. It is the responsibility of the customer entirely to ensure that the hardware and software products they are purchasing meet their requirements.

2.5. The Company will provide a written quotation on request. This quotation is a guideline price and does not form the basis of any contract between the Customer and the Company.

2.6. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Customer is followed or acted upon at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.7. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, website or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 3. Purchasing from THE FOODHOUSE

3.1. These Terms and Conditions are available on our website at [thefood.house](http://thefood.house).

3.2. It is the **customer's responsibility** to read and agree to the terms and conditions prior to making payment.

3.3. All product pricing is provided in "good faith". Written quotations will usually be valid for 30 calendar days from issue; however, some offers, and discounts are subject to shortened timeframes. Where this is the case, the customer will be advised by THE FOODHOUSE employees and/or in THE FOODHOUSE sales literature

3.4. Any packages provided by THE FOODHOUSE and their prices are subject to change at any time without notice.

3.5. Once a payment has been received the contract between THE FOODHOUSE and the Customer is in force.

3.6. THE FOODHOUSE may record phone calls for training and contractual purposes.

## 4. Internet

4.1. Our hardware and software require a reliable and robust connection to the internet to take advantage of all the online features and benefits.

4.2. It is the customer's responsibility to ensure that they have an appropriate internet connection in place prior to installation and to also ensure that the internet connection is maintained correctly.

4.3. Our recommended internet speeds are a minimum 5Mbps download speed and 0.6Mbps upload speed.

4.4. Internet speeds and consistencies can be checked by using internet speed test websites or contact your internet service provider.

4.5. Whilst THE FOODHOUSE employees may provide advice and an indication of the suitability of the Customer's internet connection, it remains the Customer's responsibility to ensure they have a suitable internet connection both before and after an order is placed.

4.6. THE FOODHOUSE cannot be responsible for any slow responses to our system that is caused by poor internet connection.

4.7. THE FOODHOUSE cannot be held liable for any loss or damages incurred to the Customer caused by loss of service due to server downtime on any of our cloud-based solutions. Any loss incurred to the Customer is of no responsibility to THE FOODHOUSE.

## 5. Buy Outright

5.1. THE FOODHOUSE offers customers the option to buy systems by paying the whole upfront cost of the equipment at the point of purchase.

5.2. Ownership and use of the equipment are as specified according to these terms and conditions.

5.3. At time of placing an order under the buy outright scheme, THE FOODHOUSE will advise the Customer of any upfront costs.

5.4. Customers ordering systems on the buy outright scheme will own any hardware once they have completed purchase of the systems in accordance with these terms and conditions.

5.5. In order to complete purchase of the systems, the customer must pay the full upfront cost for any equipment, software and other services provided as specified on their invoice, and also read, agree to and sign a copy of these terms and conditions.

5.6. All systems purchased with THE FOODHOUSE will come with a period of free hardware and software support which will be specified in the customer's invoice. If no period is specified, the customer will receive free hardware and software support for a period of 3 months.

5.7. Once the free support period has ended, the customer can be enrolled onto a 12 month hardware and software support plan at the price specified in this agreement unless the customer advises THE FOODHOUSE in the 14 days before the free support ends that they do not wish to continue with any support.

5.8. If the customer wishes to notify THE FOODHOUSE that they do not wish to continue with support, they must send written confirmation by email to [support@thefoodhouse.co.uk](mailto:support@thefoodhouse.co.uk).

5.9. If the customer is enrolled onto a support agreement, the customer agrees that THE FOODHOUSE will keep the customer enrolled on this agreement on an ongoing basis and the customer will keep an active support plan or pay the annual license fee in order to use the EPOS software.

5.10. The customer does not hold THE FOODHOUSE responsible for any defaults or claims arising out of use of the equipment.

5.11. The upfront cost does not include any ongoing services or consumables (unless otherwise agreed) but these are available on request, at a charge.

5.12. It is the customer's responsibility to ensure the equipment, and any injuries or damages caused to any person or property is the responsibility of the customer.

5.13. THE FOODHOUSE will not release the BIOS password or any O/S admin password to the customer for a period of 5 years since the date of purchase

## 6. Annual License Fee

6.1. THE FOODHOUSE charges an annual license to all customers using THE FOODHOUSE software, with the exception of those on a Support Plan (which includes the fee).

6.2. Payment becomes due on the anniversary of the original account activation.

6.3. The first year's licence fee is included in the price of purchasing our software.

6.4. The Annual License Fee is currently £150 per device.

6.5. The fee is non-negotiable and non-refundable.

6.6. Failure to have a valid license in place will restrict access to THE FOODHOUSE software.

6.7. Payment of the annual license fee provides the following service:

6.7.1. Use of THE FOODHOUSE software for next 12 months

6.7.2. Maintenance and operating costs of THE FOODHOUSE servers

6.7.3. Selective system updates improving the running and functionality of the software

6.7.4. THE FOODHOUSE reserves the right to change the price of its annual license fee at any time without notice.

## 7. Lease

7.1. The Lease Agreement contract allows the customer to lease the equipment for the term stated in the agreement.

7.2. These services have a fee, which is charged monthly, with a minimum contract length of 12 calendar months.

7.3. At time of placing an order for leased equipment, THE FOODHOUSE will advise the Customer of the leasing period, and the fee for leasing during this period.

7.4. On acceptance of an order, a deposit will be taken per terminal will be taken in addition to the first month's leasing fee.

7.5. If the leasing period is for greater than one month the subsequent payments are due in 1-month intervals, starting from the first date of the leasing period.

7.6. It is the customer's responsibility to document, and provide back to THE FOODHOUSE, any defects in the cosmetic condition of the equipment within the first 24 hours of receiving the goods.

7.7. THE FOODHOUSE remains the owner of the equipment at all times. At the end of the initial lease period, the customer is eligible to

purchase all equipment being leased to them for an agreed sale fee, this does not include use of THE FOODHOUSE software and is in accordance with our terms and conditions under section 5 of the agreement.

7.8. If the equipment is returned damaged beyond the value of the deposit, THE FOODHOUSE retains the right to invoice the customer for the amount additional to the deposit. The customer must pay this charge within 14 days of receiving the invoice.

7.9. If the customer cancels the contract within the leasing period, they must return any hardware they have received and pay the remaining balance of the leasing contract (calculated by multiplying the number of months outstanding by the monthly fee) in addition to any cancellation fees. This must be paid upfront and in full.

7.10. The Customer is at all times responsible for ensuring timely payments to avoid default charges. THE FOODHOUSE reserves the right to charge up to £5 for each day that payment is overdue.

7.11. The Customer does not hold THE FOODHOUSE responsible for any defaults or claims arising out of use of the equipment.

7.12. The equipment leasing fee does not include any ongoing services or consumables, but these are available on request, at a charge.

7.13. The Customer is responsible for informing THE FOODHOUSE of any changes to their contact details.

7.14. Once the initial lease period comes to an end, the customer will automatically be enrolled onto another agreement for an additional 12 months unless the customer advises THE FOODHOUSE in the 30 days before the end of the contract that they do not wish to continue. If the customer continues payments will either remain the same or the customer can instead be signed up to a hardware and software support plan at the price specified in this agreement. This will include 12 months license for the THE FOODHOUSE software.

7.15. If the customer wishes to notify THE FOODHOUSE that they do not wish to continue with the contract they must send written confirmation by email to [support@thefoodhouse.co.uk](mailto:support@thefoodhouse.co.uk) 14 days

before the end of the contract, notification in any other way will be not be accepted to cancel the contract.

7.16. It is the customer's responsibility to ensure the equipment, and any injuries or damages caused to any person or property is the responsibility of the customer.

## 8. Support Plan

8.1. THE FOODHOUSE offers two optional Support Plans: Software Support and Hardware and Software Support.

8.2. Customers can upgrade to a Support Plan by contacting THE FOODHOUSE via phone or email.

8.3. Software Support is currently charged at £20 pcm or £200 per annum, per system covered.

8.4. Hardware and Software Support is charged at £30 pcm or £300 per annum, per system covered.

8.5. By signing up to a Support Plan the Customer is agreeing to these terms and conditions.

8.6. All Support Plans are 12 month rolling contracts and will automatically renew for a further 12 months at the end of the contract term.

8.7. Engineer call outs are not covered in the Bronze and Silver Plans. Gold plans allow one callout per month. Standard call out rates apply. See our Support Plan details for current prices.

8.8. When the Customer signs up for a Support Plan they can choose whether to pay annually or monthly. Payments are required in advance.

8.9. Where the Customer chooses to pay monthly, they must provide recurring payment details either through direct debit or a credit or debit card.

8.10. Monthly payments are due each month, on the same day of the month the plan was purchased.

8.11. THE FOODHOUSE will attempt, through their payment providers, to take the payment each month. Where payments fail THE FOODHOUSE will attempt to take the payment again.

8.12. If a payment fails THE FOODHOUSE retains the right to restrict access to the THE FOODHOUSE software for all the Customer's licenses, locations, and devices until payments continue, and missed payments are received in full.

8.13. If the customer wishes to cancel their Support Plan mid-way through the one-year contract, they will be liable to pay a charge calculated by multiplying the number of months remaining on the contract by their monthly payment in addition to any cancellation fees. This must be paid upfront and in full.

8.14. THE FOODHOUSE reserves the right to change the prices of its support packages at any time without notice.

## 9. Software Support

9.1. Software Support includes the following:

9.2. Access to the THE FOODHOUSE Support Team during the hours (UK time) of 9am-9pm Monday-Friday and 5pm-9pm Saturday and Sunday, excluding public holidays (subject to change)

9.3. Remote technical support from our UK call centre

9.4. Software updates

9.4.1. Email support

9.4.2. Encrypted backup of transaction data (on request)

9.4.3. Remote training for all staff

9.4.4. Access to full Stock Control module

## 10. Hardware and Software Support

10.1. Hardware and Software Support includes everything within the Software Support plan and access to the Replacement Service.

10.2. If the customer is paying for hardware support, they are entitled to replacements of faulty hardware under the replacement service

10.2.1. In the event of any fault occurring with any hardware covered by the replacement service, THE FOODHOUSE can arrange for replacement or repair of the faulty hardware within 3 working days of collecting and testing of the original

equipment (subject to availability). THE FOODHOUSE cannot be held liable for any loss or damage to the customer during this time due to any downtime of the EPOS system.

10.2.2. THE FOODHOUSE will only replace faulty hardware after inspection and testing by the technical support team and is not obliged to replace any hardware which the customer has self-diagnosed as being defective.

10.2.3. THE FOODHOUSE will not dispatch replacement items to the customer until after collection and testing of the original item.

10.2.4. The goods provided as replacements will be either new or 'as new' and may be provided for a temporary period.

10.2.5. Once the faulty hardware has been collected, THE FOODHOUSE reserves the right to rectify the fault and reissue the same hardware back to the customer.

10.2.6. If it is deemed by THE FOODHOUSE that the fault is not hardware related after inspection of the item by THE FOODHOUSE technicians, THE FOODHOUSE reserves the right to charge the customer for the item to either be repaired or replaced.

10.2.7. The replacement service is only valid for addresses inside the UK.

10.2.8. The replacement service is subject to a fair use policy of a maximum of 3 replacements per calendar year.

10.2.9. The replacement service does not cover waiter tablets provided alongside an EPOS system unless specifically defined in the contract.

10.2.10. THE FOODHOUSE reserves the right to charge an excess fee of up to £300 for replacement with a newer model of any EPOS terminal, touch screen or base unit which is no longer available at the time of replacement.

10.2.11. THE FOODHOUSE cannot be held liable for any loss or damage to the customer due to faults occurring with any of its hardware.

## 11. Setup and Training

11.1. When THE FOODHOUSE supplies an EPOS system to a customer, THE FOODHOUSE agrees to setup the system to a basic configuration before sending it out. This setup includes:

- 11.1.1. Installation of EPOS Software
- 11.1.2. Setup of User Account
- 11.1.3. Menu Programming

11.2. The setup does not include (unless agreed in writing):

- 11.2.1. Entering Products and Prices
- 11.2.2. Importing Products and Prices
- 11.2.3. Setting Up Advanced Configurations or Integration.
- 11.2.4. On Site Support
- 11.2.5. Engineer Call Outs
- 11.2.6. Out of Hours Support

11.3. THE FOODHOUSE agrees to provide full training to the customer on how to use the system once the customer's system has been delivered.

- 11.3.1. All training is done remotely, and customers will require an active internet connection as specified in these terms and conditions to be eligible.
- 11.3.2. Training is limited to a maximum of 2 hours in order to prevent abuse.
- 11.3.3. Training will only be provided within 30 days of a customer receiving their system unless the customer is covered by a valid support package.

## 12. Operating System

12.1. Customers covered by a valid support package can make requests to the THE FOODHOUSE technical team regarding any modifications that need to be done to the operating system. THE FOODHOUSE does not give out administrative passwords for the operating system due to technical concerns regarding data corruption and system performance.

## 13. Delivery

13.1. Whilst THE FOODHOUSE take every care to ensure that items are packaged in such a

way as to minimise the risk of damage in transit, it is the customer's responsibility to check the products before they are accepted at the time of delivery. THE FOODHOUSE is not liable for any damaged equipment after it has been accepted and/or signed for from the courier. THE FOODHOUSE must be notified of any damaged equipment on the day of delivery in order to qualify for replacement.

13.2. THE FOODHOUSE will take all reasonable steps to make sure items are delivered on the agreed delivery date. However, THE FOODHOUSE is not liable for any loss or damages to the customer by any delay in delivery by any cause.

13.3. THE FOODHOUSE cannot be held responsible for any damage to a customer's own equipment caused by the use of the company's courier service. It is the customer's responsibility to ensure the safe transit of goods to and from the company's premises.

13.4. Any collection of goods from a customer's premises (whether belonging to THE FOODHOUSE or the customer) will remain the responsibility of the customer whilst in transit. THE FOODHOUSE reserves the right to charge for any damage to equipment due to poor or improper packaging on the part of the customer.

13.5. THE FOODHOUSE may pass the customer's details to third-party suppliers to contact them by email and/or text message regarding the delivery of equipment.

13.6. It is the responsibility of the customer to provide THE FOODHOUSE with the correct address, email and mobile number. THE FOODHOUSE is not liable for the loss of any items delivered to the wrong address as a result of incorrect details being provided by the customer.

13.7. It is the responsibility of the customer to have an appropriate person available to sign for the delivery. All deliveries must be signed for.

13.8. In case an item needs to be returned for any reason, original packaging may provide a better protection for the product during transportation. If an item is damaged in transit due to poor packaging by the customer, then THE FOODHOUSE reserves the right to charge for this.

## 14. THE FOODHOUSE Hardware Warranty

14.1. Any new hardware purchased directly from THE FOODHOUSE, and manufactured by THE FOODHOUSE, is warranted against manufacturing defect for the period of one year from the date of delivery of the goods. This is the "Limited Warranty" period for this product.

14.2. Any refurbished product purchased directly from THE FOODHOUSE is warranted against manufacturing defect for the period of 90 days from the date of delivery of the goods unless sold as "like new" where it will have a period of one year from the date of delivery of the goods. This is the "Limited Warranty" period for this product.

14.3. Exclusions from this Warranty:

14.3.1. Any "third-party hardware" is not covered by a warranty from THE FOODHOUSE. Third-party hardware is any hardware not manufactured by THE FOODHOUSE, or any hardware which is not branded as "THE FOODHOUSE".

14.4. The warranty does not apply to the software and customer induced damages or circumstances, such as but not limited to:

14.4.3. The product has been tampered with, repaired and/or modified by non-authorised personnel;

14.4.4. The warranty seals have been broken or altered;

14.4.5. Damage (accidental or other) to the product that is cosmetic, meaning damage that does not impact the operation and functioning of the product, such as but without limitation to rust, change in colour, texture or finish, wear and tear and gradual deterioration

14.4.6. Damage to the product caused by war, terrorism, fire, accident, natural disasters, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, accidental drops, spills, or power surges

14.4.7. Damage to the solution caused by improper installation, connection or malfunction of a peripheral device such as a printer, optical drive, network card, or USB device

14.4.8. Damage to the product through neglect to protect the hardware from viruses

14.4.9. Damage to the product caused by an external electrical fault or an accident

14.4.10. Fraud, theft, unexplained disappearance or wilful acts:

14.4.11. Liquid/fluid damage or contamination of any kind

14.4.12. Damage caused by user error such as malware, uninstallation, other programs, mistreatment or any software problems that are caused by use of anything other than THE FOODHOUSE software

14.5. The warranty applies to replacement of faulty hardware only and does not cover the following:

14.5.1. Reprogramming of Products and Menus

14.5.2. Software Setup

14.5.3. Setup of Peripherals

14.5.4. Data Recovery

i. THE FOODHOUSE is not liable to provide any additional support in relation to the warranty as above without a valid support contract being in place with the customer.

14.5.5. Covering a Product Under Warranty

14.5.5.1. If a customer believes their product to have a fault that is covered by their warranty, they must report the issue to THE FOODHOUSE within the warranty period and return the item to THE FOODHOUSE at their expense.

14.5.5.2. Within 28 days of receiving the goods THE FOODHOUSE will examine the device and if covered by the warranty will, and at THE FOODHOUSE's discretion, either:

a. Replace the product with one of similar performance and capability, repair and return the product

b. If a device fails outside of the first 30 days of original purchase, THE FOODHOUSE retains the right to replace or repair the product with refurbished or remanufactured parts.

14.5.6. Out of Warranty products

14.5.6.1. THE FOODHOUSE determines your product is outside of the limited warranty we will, at the Customer's request, prepare a quote for repair or replacement.

14.5.6.2. The customer can choose to pay for the repair or replacement or to have their original equipment returned (at their expense).

14.5.7. Replacement products

14.5.7.1. If THE FOODHOUSE determines your product is outside of the limited warranty we will, at the Customer's request, prepare a quote for repair or replacement.

14.5.7.2. The customer can choose to pay for the repair or replacement or to have their original equipment returned (at their expense).

14.5.8. Dead on arrival

14.5.8.1. If a new device is dead on arrival or fails within the first 30 days of original purchase and is covered by a warranty, THE FOODHOUSE will replace the device with another new product, at THE FOODHOUSE's expense.

## 15. Support Contract Renewal & Cancellation

15.1. After the customer's support contract comes to an end, it will automatically renew for another 12 months unless the Customer advises THE FOODHOUSE in the 14 days before the renewal date that they do not wish it to continue.

15.2. The customer has a 14-day cooling off period after the automatic renewal date in which to notify THE FOODHOUSE that they wish to cancel the support contract. If the customer advises THE FOODHOUSE that they wish to cancel during the 14-day cooling off period, THE FOODHOUSE will cancel the

support contract with no penalty to the Customer.

15.3. If the customer wishes to cancel the support contract or notify THE FOODHOUSE that they do not wish it to renew they must send written confirmation by email to [cancellations@Thefoodhouse.co.uk](mailto:cancellations@Thefoodhouse.co.uk), cancellation notification will not be accepted in any other way

15.4. If the customer decides to cancel the support contract more than 14 days before the renewal date and outside of the cooling off period, they will be liable to pay THE FOODHOUSE the full amount of the remaining monthly payments in addition to a £150 early cancellation fee, in full and upfront at the time of cancellation.

15.5. If the customer's agreement is automatically renewed, the customer agrees that THE FOODHOUSE may keep the customer enrolled on this agreement on an ongoing basis and the customer will keep an active support plan and pay the annual license fee in order to use the EPOS software.

15.6. THE FOODHOUSE may also choose to end the contract if:

15.6.1. The Customer does not pay the charges when they are due.

15.6.2. The Customer breaks the terms of this agreement and/or any other related agreements in any other way and the customer does not correct the situation within 7 days of notification by THE FOODHOUSE.

15.6.3. We reasonably believe that you are infringing or have infringed our rights or the rights of a third party.

15.6.4. The Customer is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement with or for the benefit of creditors.

15.6.5. THE FOODHOUSE discontinues this product.

15.6.6. Where THE FOODHOUSE ends this contract, they will give at least 30 days' notice.

15.6.7. In the event THE FOODHOUSE has to use a third-party company / collection agency to collect equipment / outstanding

fees owed to THE FOODHOUSE, these fees and charges will be added to the amount the customer owes.

15.6.8. Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid.

## 16. Refunds and Returns (Standard Returns Policy)

16.1. No return or refund will be issued unless the Complaints Procedure outlined in these Terms and Conditions is followed.

16.2. Any returned goods should be returned in the original packaging. THE FOODHOUSE reserves the right to charge for any damages caused in transit due to poor packaging.

16.3. Software sales are excluded from the standard returns policy due to the considerable costs in configuration, personalization, training, and dispatch. These items are strictly 'non-refundable'.

16.4. Where a product has been opened (or it is an EPOS system or software), THE FOODHOUSE will only accept a return of equipment from the customer if the system is deemed 'not fit for purpose' upon receipt of the goods and this is agreed in writing by both parties.

16.5. We cannot process a return based on the following:

16.5.1. Customer or staff training needs, not understanding or using the system properly

16.5.2. Customer not properly researching or qualifying the purchase

16.5.3. Functions that are not present or work differently than other products available in the market

16.5.4. Compatibility with third-party items/systems, including (but not limited to):

16.5.4.1. Integrated Card Terminals

16.5.4.2. Barcode Printing Scales

16.5.4.3. Integrated Weighing Scales

16.5.4.4. Dot Matrix Printers

16.6. EPOS systems that have been dispatched, configured, personalized and used

16.7. Customer shutting down the business/product surplus to requirements after delivery

16.8. Orders that contain bespoke or custom equipment

16.9. Operational problems that arise from a customer's internet connection or other environmental problems that are out of our control

16.10. You have accidentally damaged the item after delivery

16.11. Misused the item and damaged it

16.12. Tried to open or tamper with the unit in some way

16.13. You no longer require the equipment and you have personalized it

16.14. If the item is sold as faulty via our auctions/clearance

16.15. The item is part of a custom or large order

16.16. Item is not returned in its original packaging

16.17. The goods are not in 'as new' condition.

16.18. Any equipment damaged may be charged at full cost.

16.19. THE FOODHOUSE will assess the return request using following process:

16.19.1. Understand why the customer feels the product is 'unfit for purpose' and attempt to reasonably resolve any issues highlighted by the customer

16.19.2. Attend the customer's business premises if the situation cannot be resolved remotely to perform a site survey and onsite training or repair. This may be subject to a charge.

16.19.3. Once the issue is identified we must be given reasonable time and assistance to resolve the issue.

16.20. THE FOODHOUSE reserves the right to charge any costs to the customer

incurred to the company as a result of the customer's cancellation, including (but not limited to):

16.20.1. Software Activation Fee of £180 per system

16.20.2. Software Programming Fee of £250 per system

16.20.3. Delivery Fees of up to £50 per system

16.20.4. Software Licensing Fees

16.20.5. Deposit Payments (all deposits are non-refundable)

16.21. All returns must be requested within 7 days of originally placing an order. THE FOODHOUSE will only accept requests that are submitted via email to [support@thefoodhouse.co.uk](mailto:support@thefoodhouse.co.uk). Any returns requested not according to these terms will not be accepted in accordance with this agreement.

16.22. Monies paid to third parties for any modifications made to the software at the customer's request shall also not be refunded.

16.23. If you decide to return the item(s), we require it to be returned to us in the original packaging, with all boxes, leads, discs, adaptors, and manuals.

16.24. The customer is responsible for the delivery of the goods to THE FOODHOUSE at customer expense, and only after the goods have been checked by an engineer of THE FOODHOUSE, will any payment be agreed upon and released. The goods must be received in original packaging as the goods were originally dispatched, otherwise, a return cannot be processed.

16.25. Refunds may only be made after all endeavours have been made by THE FOODHOUSE to resolve the issue.

16.26. In the event of a return, refunds, credit notes and exchanges can only be made to the card account or business/person that made the order originally, these will be processed within 28 days of return.

16.27. For any payments made through a finance company, we would only be able to

refund any amounts due via their instruction in writing.

16.28. Any payments made by the customer under a lease agreement are non-refundable. If a customer wishes to cancel their lease agreement, the customer must return all equipment back to THE FOODHOUSE, and the remaining amount of the contract becomes payable in full and upfront at the time of cancellation.

16.29. Any amounts paid for onsite installations, product imports, support payments, postage, module integrations and repair and labour cost are non-refundable.

16.30. Any collection made outside of a UK address may occur additional cost payable by the customer.

## 18. Complaints Procedure

18.1. THE FOODHOUSE endeavours to ensure that all customers are satisfied with their purchase, however, where problems arise the Customer commits to following this Complaints Procedure.

18.2. If the Customer is not entirely satisfied with our products or services, their first action should be to contact the Support Team. Contact details are available at [thefood.house](http://thefood.house).

18.3. If the issue has not been satisfactorily resolved the Customer should then make a written complaint either by email to [complaints@thefoodhouse.co.uk](mailto:complaints@thefoodhouse.co.uk) or by post to The FoodHouse Online Limited, Suite 23, John Buddle Work Village, Buddle Road, Newcastle upon Tyne, NE4 8AW.

18.4. Written complaints should include full details of the situation, the nature of the complaint and the customer's full contact details.

18.5. THE FOODHOUSE will respond to initial complaints within 3 working days providing advice on who will be managing the resolution.

18.6. The Assigned Manager will endeavour to resolve the complaint as quickly as possible, working with the customer to understand all aspects and come up with a proposed resolution.

18.7. Once the proposed resolution is understood, the Assigned Manager will write to the customer documenting the resolution and rationale behind the decision.

18.8. By signing this agreement, the customer agrees that if they decide to pursue claim against THE FOODHOUSE via the County Court or Chargeback Scheme, they will give THE FOODHOUSE a minimum 14 days' notice of their intention to do so before beginning proceedings.

18.8.1. Written notification must be sent via email to [customerservice@thefoodhouse.co.uk](mailto:customerservice@thefoodhouse.co.uk).

18.8.2. During this period, THE FOODHOUSE will endeavour to do everything in its power to resolve any issues for the customer.

18.8.2. The customer agrees that if they fail to provide THE FOODHOUSE with the required written notification, they thereby forfeit any claim they may have had.

18.9. All sales are bound by these Terms and Conditions, and THE FOODHOUSE asks that the Customer read the full Terms & Conditions of Sale before raising a complaint. Please note that whilst your statutory rights are not affected, this is a Business to Business transaction and is not bound by Consumer law (such as the Consumer Rights Act 2015).