
LV EATS CUSTOMER TERMS AND CONDITIONS

LV EATS IS NEW AND UNIQUE OFFERING IN YOUR LOCAL HIGH STREET. BY USING OUR SITE, YOU CAN ORDER AND PAY FOR YOUR RESTAURANT MEAL FROM OUR PARTNER MEMBERS AND REDEEM YOU LOCALVALU LOYALTY TOKENS AS MANY TIMES AS YOU LIKE IN PART PAYMENT OF YOUR ORDER.

Essential Legal Notice

The terms and conditions set out below are supplemental and in addition to the terms and conditions you have already agreed to as part of your LocalValu membership. The terms and conditions set out below are the contractual provisions that apply when you use LV Eats to order food and beverage from the restaurant of your choice. It is important that you read and understand them before ordering:

1. LV Eats provides you with a web based and mobile app gateway to local restaurants in your area to order food and beverages from them (if offered and if you are legally allowed to order).
2. The contract for ordering and delivery of your meal is between you and the restaurant of your choice. Our function is to provide the technology for you to decide with which participating restaurant to place and process your order, take the cash payment and pass it on to the restaurant and redeem your Loyalty Tokens.
3. LV Eats **is not a party to that contract** and any issues or complaints you may have about the service you receive including delivery times, wrong orders cold food or claims for charge backs **MUST IN BE TAKEN UP WITH THE RESTAURANT**. You must also notify us that you have made a claim for a charge-back. If you notify us in good time that you have made a claim for a charge-back against a restaurant we will freeze the amount in dispute in the restaurant's account until the matter is resolved. If claim is resolved in your favour you will be credited with the amount of the claim. If your claim is not successful we will release the money to the restaurant. While we encourage you to review your experience with our participating restaurants -see clause 24 of App Users Terms and Conditions-we will not intervene in any dispute you may have save as to the freezing as to the amount in dispute in any charge-back claim.
4. LV Eats will take the payment for your order in cash. We will also process the redemption of your and LocalValu Discount Loyalty Tokens ("LocalValu Tokens") in the manner set out below in clauses 7 and 8 below and pass the cash on to the restaurant. LocalValu restaurants decide how much discount on the total cost of your order they accept in LocalValu Tokens but must take a minimum of 5% of your order value.
5. If you have any specific dietary requirements, food allergies or intolerances such as, but not limited to, nut, dairy or other allergies it is your responsibility to tell the restaurant before placing your order. This information will be sent to the restaurant on your order. The restaurant will acknowledge on this on the receipt.
6. In the event where the acknowledgement is not clear you must call the restaurant and reconfirm that your instructions have been followed.
7. Instant Discounts Limited does not accept any responsibility where you fail to inform the restaurant of your allergy or special needs or fail to confirm by phone their compliance with the instructions. Where you have ANY doubt, you should NOT consume the food and should report the matter to us at allergy@localvalu.com.

8. HOW IT WORKS: we list all participating restaurants on our website www.localvalu.com and via our mobile app . You will see their logo and or website details listed. We only list restaurants who display a current Food Standards Agency ("FSA") Hygiene Certificate with a minimum 3 rating and comply and with the FSA Allergens regulations.
9. When you have chosen what you want to order from our app or weblink we will then take you to a checkout for processing the payment. Every participating restaurant will have its own terms and conditions in relation to the use of their service. It is up to you to review and accept those terms and conditions prior to using their service and when you do so the contract for the provision and delivery of food and or beverages will come into effect. The amount charged will be the face value of the order less any advertised discount in LocalValu Tokens. The amount the restaurant will allow LocalValu members to use in LocalValu Tokens as a discount off the full price will be shown on their website or the LocalValu app. This may change for time to time so you must check that you have sufficient LocalValu tokens in your account to maximise the discount on your order.

10. PAYMENT:

Cash: All online card payments are made to Instant Discounts Limited and will appear on your statement as LV Eats. When you proceed to the checkout, we will carry out a standard authorisation check on your payment card to ensure there are sufficient funds to pay for your order. Your card will be debited the full amount less the LocalValu discount loyalty token amount. The monies received upon the debiting of your card shall be treated as full and final payment of your order. Online orders are limited to £150. For Orders over that amount you must pay with your card in person at the restaurant.

LocalValu Tokens: The amount of tokens will be deducted from your token balance and transferred to the restaurant's account.

Once full cash has been received and the Tokens processed to their Token account the restaurant will deliver your order in accordance with its terms and conditions.

Refunds & Charge-backs

In accordance with standard banking practice payments are usually ring-fenced for a period of between 3 to 5 working days. For refunds, chargebacks or disputes for online paid orders, please contact the participating restaurant. No refunds of LocalValu tokens will be made in any circumstance.

11. ADDITIONAL TERMS AND CONDITIONS:

11.1 LocalValu Tokens have no monetary value and cannot be exchanged for cash. Under no circumstances can Loyalty Tokens be purchased, sold or otherwise exchanged for cash or other monetary consideration whatsoever either from us or any other LocalValu member and or merchant. They remain the property of Instant Discounts Limited at all times.

11.2. Our website www.localvalu.com and the LocalValu app is provided and on as is basis and whilst we strive to operate the site continuously there may be times when it is not available for maintenance or outage reasons.

11.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

11.4 Limitation of liability: our total liability to you in respect of all other losses arising under or in connection with the Website or your use of it, whether in contract, tort (including negligence but not fraud), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of your Order or £100, whichever is the lower. For our privacy and cookies policies please see

https://www.localvalu.com/terms_conditions/Cookiespolicy.pdf

11.5 Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

11.6 We may amend these terms and conditions from time to time. Your continued use of this website will denote acceptance or any amendments so made.

11.7 Entire agreement: these terms and conditions constitute the whole agreement between you and us and no failure on our part to enforce the same shall constitute a waiver on our part of our rights.

11.8 These Terms and Conditions shall be governed by and construed in accordance with laws of England and Wales. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.