

## Bag It website Terms and Conditions

These terms and conditions apply to the websites [www.bagitkent.com and www.bagitkent.co.uk ] (the "site"). Please read this statement carefully. If you do not wish to be bound by these terms and conditions then you should not use this site. Before you can place an order using the site, you must accept these terms and conditions by ticking the "I agree to the Terms & Conditions" box.

In these terms and conditions ("conditions") the following words and expressions shall have the following meanings:

- The customer, you, your: means you, the customer, who buys the products from Bag It
- COMPANY, our and we: means [Bag It, Rutherford Dining Hall, the University of Kent]
- products: means the products supplied by Bag It to the customer
- web site: means the web site [www.bagitkent.com or www.bagitkent.co.uk ]

### 1. Order and acceptance

These terms and conditions apply to all website orders for the supply of products by Bag It to the customer. All orders for the products shall be deemed to be an offer by the customer to purchase the products in accordance with these terms and conditions. The acceptance of orders for the products shall be at the entire discretion of Bag It. Our acceptance of an order occurs when you receive an on-screen message confirming your order has been placed at which point, your contract with Bag It is made and up until this point, we may decline to provide you with the goods for whatever reason.

### 2. Products

Any goods displayed or provided on this site are done so on an "if available" basis. The price of the products will be as quoted on the site at the time you confirm your order (by clicking the Pay & Finish button) subject only to any inadvertent technical mistake which we shall not be liable for.

### 3. Payment

Online credit card payments are secure. You must be the owner of the card you are using. On submitting your order details, you are making an offer to us to purchase the product(s) you have specified in your order form.

### 4. Collection times

Our goal is to provide the best food collection service possible and we have an excellent reputation for on-time collections. Unfortunately things don't always go to plan, occasionally preventing us from achieving this. It is the responsibility of the customer to ensure that they are available to collect the products at the requested time.

### 5. Return, refund and cancellation

We reserve the right to refuse your offer should it be necessary. In the event of Bag It needing to issue a refund we will endeavour to credit your account within 7 - 10 working days. Once an order has been successfully transmitted to store, it is not possible to cancel the order.

### 6. Offers, promotions or discounts

In-store offers, promotions or discounts cannot be used in conjunction with the website. Online discount vouchers may be available from time to time. Online discount vouchers are only redeemable online via the website.

### 7. Consent

By submitting your information you consent to the use of that information as set out in the privacy policy statement included in this document.

### 8. Limitation of liability

To the fullest extent permitted by law, Bag It excludes all liability arising out of its supply of the products and in

particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated time of collection or delivery; any circumstances over which Bag It had no control of the consequences and which Bag It could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the customer or others in any event, Bag It's liability to the customer will not exceed the total price charged for the relevant items. Nothing in these conditions shall affect the statutory rights of the customer. Bag It accepts no responsibility or liability in respect of the material on any website which is not controlled by Bag It. Bag It has taken every care in the preparation in the content of this site. Bag It disclaims all warranties, express or implied, to the fullest extent permitted by law, as to the accuracy of all information contained herein these exclusions of liability shall not apply to any damages arising from death or personal injury caused by the fraud or negligence of Bag It.

## 9. Law

Sales on this website are governed by English law and you agree to submit any dispute to the non-exclusive jurisdiction of the English courts. All orders are subject to these terms and conditions and no amendments will be accepted by us. These terms and conditions do not affect your legal rights.

These terms and conditions only cover the [www.bagitkent.com](http://www.bagitkent.com) and [www.bagitkent.co.uk](http://www.bagitkent.co.uk) web sites. Any other web sites to which you link from this site may be governed by their own terms and conditions. We accept no responsibility or liability for the content of web sites which are not under our control.

We do not guarantee that this web site will be compatible with all customers' computers.

## 10. Copyright

The University of Kent owns the copyright in all materials on this site, which may not be used, downloaded, copied, reproduced, republished, posted, broadcast or transmitted. You agree not to adapt, alter or create any derivative work from any material on this site, or to restrict or inhibit the use or enjoyment of this site by anyone else. It is not permitted to create any link to or from this website without our prior written consent.

## Privacy Policy and Disclaimer

### 1. Security of your Personal Information

The University of Kent is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, we process all payment related data on a fully hosted dedicated secure service which is fully compliant with current regulation and card protection standards such as PCI DSS. When we transmit sensitive personal information (Excluding credit card data) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. We do not store sensitive information (i.e. Credit Card details) in any format on our servers.

### 2. Use of Cookies

The site does not use cookies.

### 3. Personal information

In order to process your order or manage interactive customer programs, it may be necessary to ask for personal information such as your name, address, email address and telephone number.

We may use this information to respond to your requests, or to contact you via mail, email or phone to inform you of new products, services or promotions we may offer. However, unless compelled by applicable legislation, we will not provide this information to a third party without your permission, except as necessary to process your order or manage interactive customer programs.

## 6. Changes

We may change this privacy policy, or change, modify or withdraw access to this website, or the content of these pages at any time with or without notice.

Contact us:

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