

Terms & Conditions

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GENERAL

This Agreement is by and between you and PHC Franchised Restaurants Public Limited ("PHC" or "Pizza Hut Cyprus") and Catercom Catering ("Catercom Catering").

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By entering this Site, you acknowledge and agree that the use of this Site is at your own risk and to the extent permissible by applicable law, in no circumstances, including (but not limited to) negligence, shall We be liable for any direct, indirect, incidental, special, consequential, or punitive damages, losses, costs or expenses nor for any loss of profit that results from the use of, or inability to use this Site or any material on any site linked to this Site (including but not limited to any viruses or any other errors or defects or failures in computer transmissions or network communications) even if We have been advised of the possibility of such damage. In addition, no liability can be accepted by Us in respect of any changes made to the content of this Site by unauthorised third parties. All express or implied warranties or representations are excluded to the fullest extent permissible by law.

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By visiting the Site, the User does not acquire or obtain by implication or otherwise, any licence or right to use or make additional copies of any materials or information displayed on the Site.

If you decide to register with this Site, you will be asked to create a password. You must keep this password confidential and must not disclose it to anyone. If you believe someone else knows your password, please contact our Customer Service team on 77777777. Catercom Catering and PHC reserve the right to suspend your registration if you breach these terms and conditions.

If any part of these terms and conditions is, at any time, found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these terms and conditions. These terms and conditions shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable while preserving their intent, or if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties' intent. Any such invalid or unenforceable part or parts shall be severable from these terms and conditions, or the validity of the part(s) in question in any other jurisdiction shall not be affected thereby.

You may not assign, sub-licence or otherwise transfer any of your rights under these terms and conditions.

These terms and conditions are governed by the laws of Cyprus and you agree that the Cypriot courts shall have exclusive jurisdiction in any dispute. This Site is for use only by persons who access it from within Cyprus. Goods available from this Site are available only to residents of (or companies incorporated in) Cyprus. We make no representation that any material contained on this Site is appropriate for any other jurisdiction.

PRODUCT TERMS AND CONDITIONS

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

Catercom Catering Cyprus, Our and We: means PHC Franchised Restaurants Public Limited;

the Customer, you, your: means you, the customer, who buys the Products from Catercom Catering Cyprus;

the Products: means the products supplied by Catercom Catering Cyprus to the Customer; and

the website: means the website www.catercom.com.cy

Order and Acceptance

- These Conditions shall apply to all orders and contracts for the supply of the Products by Catercom Catering Cyprus 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 Conditions. Any variations to these Conditions must be in writing, otherwise they will not be binding on either party.

- The acceptance of orders for the Products shall be at the absolute discretion of Catercom Catering Cyprus. 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 Catercom Catering Cyprus is made and up until this point, We may decline to provide You with the goods without giving any reason.

- You may not place any orders on Our website if you are under 18 years of age.

Prices and Payment

- Unless otherwise stated in writing, the prices quoted by Catercom Catering Cyprus on the website are inclusive of service charge and VAT.

- The price of the Products will be as quoted on the Site at the time you confirm your order (by clicking the checkout button) subject only to any inadvertent technical mistake for which We shall not be liable. The price for your order shall be deducted from your account at the time your order is placed. We reserve our right to terminate this agreement with you if We are refused authority for payment or reasonably believe that payment will be refused at any stage.

- You can pay by any of the methods listed in our checkout screen. Please make sure that if your order is placed using a credit or debit card, such card is valid at the time when your order is placed.

- When you input your postcode into the website, you are automatically directed to the website referring to Your local Hut. Please note that prices, minimum spend restrictions and maximum cash spend restrictions vary from Hut to Hut. In addition, if you order online, the price charged may be different to the price for the Products had they been ordered in-store or by telephone.

Changes to your Order

If you wish to cancel, amend or comment on your order, please telephone at 77777777. If you amend your order, the price charged will be the price for the amended order. If you paid by Credit card the price difference will need to be paid separately to the Hut or any refund would need to be processed by our Customer Services team who can be contacted here. Please note that as promotions are only available for limited periods, any changes to your order may mean the promotions are no longer available.

Delivery

- We will aim to provide you with your ordered Products as close as possible to your requested delivery/collection time.

- The Customer agrees to accept delivery of the Products at the agreed time and place of delivery

- We can only fulfil an order for large quantities at the discretion of the Hut from which you are ordering. If you would like to place a large order, we recommend you contact the Hut well in advance.

- If you have chosen for the Products to be delivered, Catercom Catering Cyprus will deliver the order to the main entrance of the delivery address but any deliveries carried into the delivery address will only be made if the driver and you consent to this. If you are not present to take delivery of the goods at the address given in your order and you have already paid online for your order, then We will not refund you the price for your order and will charge you for the full amount of your order.

- Products are subject to availability. If your products are not available, We may offer you a reasonable substitute of equivalent quality and price or We may call you to tell you that your ordered products are not available and to ask you if you would like to order something else. This may affect the price you pay.

Transfer of Property

- Risk in the Products shall pass to the Customer on delivery.

- The Customer acknowledges that all intellectual property rights in the Products do and shall continue to belong to Catercom Catering Cyprus and the Customer agrees that it will not infringe any of Catercom Catering Cyprus intellectual property rights.

Oral Statements

The Customer agrees that, in the event of any conflict, written information about the Products supplied by Catercom Catering Cyprus shall prevail over any oral statements made by Catercom Catering Cyprus or by Catercom Catering Cyprus employees or agents. Catercom Catering shall use all reasonable efforts to ensure that its written information about the Products is accurate.

Promotions

From time to time, our Products may be subject to special offers. Any special offers shall be subject to these Conditions which will prevail if there is inconsistency between the terms of the special offer and these Conditions. We may change the terms of special offers or withdraw them at our discretion but We will honour any order placed by you before the offer is withdrawn subject always to manifest technical errors.^(SEP) All deals are valid within the promotional period, are subject to change or withdrawal and are not valid in conjunction with other offers, unless otherwise stated.

Limitation of Liability

- To the fullest extent permitted by law, Catercom Catering Cyprus 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 or date of delivery; any circumstances over which Catercom Catering Cyprus had no control of the consequences and which Catercom Catering Cyprus 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, Catercom Catering Cyprus 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.

Law

Any contract to which these Conditions apply (and these Conditions) shall be governed by and construed in accordance with the laws of Cyprus and Catercom Catering Cyprus and the Customer submit to the exclusive jurisdiction of the Courts of Cyprus.