Welcome to www.mamafood.pt

This page (together with the documents referred to in it) tells you the terms (the “Terms”) which apply when you order any menu items (the “Items”) from our mamafood.pt website or mobile applications and related services (each referred to as an “Application”).

Please read these Terms carefully before creating a Mama Food’s account or using our Application. If you have any questions relating to these Terms please contact support@mamafood.pt. If you are a consumer, you have certain legal rights when you order Items using our Application. You can find more information about these rights at: https://www.citizensadvice.org.uk/consumer/. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By setting up your Mama Food’s account, you confirm that you accept these Terms.

1. Information About Us

mamafood.pt is operated by Mama Food Ltd, a company incorporated and registered in England, whose registered office is at 77 St Mary’s, Cowes, Island of Wight, PO317ST, United Kingdom. You may contact us at hello@mamafood.pt
2. Purpose

Our objective is to link you to the businesses we partner with ("Partners") and allow you to order Items for delivery (our “Service”). Where you order from a Partner, Mama Food’s acts as an agent on behalf of that Partner to conclude your order from our Application and to manage your experience throughout the order process. Once you have placed an order, delivery of your Items will be arranged by Mama Food ("Mama Food Delivery") or our Partner ("Partner Delivery") (each a “Delivery”) depending on the Partner you have selected. In some cases, the Partner may be owned by or affiliated with us.

3. Your Account

Before you can place orders for Items using our Application, you need to open a Mama Food account. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Items they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of our website or contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff or drivers, or any other good reason). If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue with an order, by applying a
credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

4. Service Availability

Each Partner has a prescribed delivery area. This delivery area may change at any time due to factors such as weather, or demand on our service. This is to ensure that Items reach your door at their best. Our Partners each decide their own operating hours. That means that the availability of our Service, and the range of Partners from which you can order, depends on the Partners in your area. If you try to order a delivery to a location outside the delivery area or operating hours of a Partner, or the Application is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

5. Orders

When you place an order through our Site or Application, it needs to be accepted by us or the Partner before it is confirmed. We will send you a notification if your order has been accepted (the “Confirmation Notice”). The contract for the supply of any Item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all Items ordered using your account, and for related delivery charges, and for complying with these Terms, even if you have ordered the Item for someone else. Some Partners operate a minimum order value policy. This will be displayed on our Site or Application. All Items are subject to availability. Partners may use nuts or other allergens in the preparation of certain Items. Increasing numbers of Partners will be displaying dish by dish allergens information. Where that information is not available or if you have further questions, please contact the Partner prior to ordering if you have an allergy. Mama Food cannot guarantee that any of the Items sold by our Partners are free of allergens.
6. Delivery

When you place an order you will have delivery date options. We will tell you the time when the Item is expected to be delivered; you must be available to accept delivery for one hour before and one hour after that time.

Unfortunately, despite our, and our Partner’s best efforts, things do not always go to plan and factors such as traffic and weather conditions may prevent us from delivering your Item on time. If your order is more than 2 hours late, and we haven’t notified you giving you the option to cancel your order, we will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change to the address to an alternative one that is registered with your account if you let us know before the driver has been dispatched, and the new address is within the same zone as the address you originally ordered your Item to. If we cannot change the delivery address, you have the option to cancel the order, but if food preparation has started you will be charged the full price for the Item, and if the driver has been dispatched you will also be charged for delivery.

You will still be charged for the Item and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

You do not come to the door, did not pick up the phone when the driver contacted you using the contact information you have provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time, and the driver is unable to find a safe location to leave the food.
The driver refuses to deliver the Item to you in accordance with section 8 (Age Restricted Products).

7. Your Rights if Something is Wrong With Your Items

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been delivered do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items. We will provide a refund or account credit in respect of the affected part of the Item, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund or account credit, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from the Partner.

8. Age Restricted and Regulated Products

Age restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold and delivered to persons aged 18 or over. By placing an order for an age restricted product, you confirm that you are at least 18 years old. Mama Food operates an age verification policy whereby customers ordering age restricted products will be asked by the driver to provide proof that they are aged 18 or over before the delivery is completed. The driver may refuse to deliver any age restricted product to any person unless they can provide a valid photo ID proving that they are aged 18 or over. The Partner and the driver may
refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If delivery of any age restricted product is refused, you will still be charged for the relevant Item and for delivery.

9. Cancellation

You may cancel an order without charge at any time before the Partner has started preparing the food (a “Started Order”). If you wish to cancel an order before it becomes a Started Order, please contact us immediately, via our Site or Application. If the Partner confirms the order was not a Started Order, we will refund your payment (excluding any discount, or Voucher that was applied to the order – see Voucher and Account Credit Terms for more detail). If you cancel any order after it becomes a Started Order, you will be charged the full price for the Items, and if the driver has been dispatched you will also be charged for delivery.

Mama Food and the Partner may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us or the Partner, and we will reimburse you for any payment already made using the same method you used to pay for your order. We may also apply credit to your account to reflect the inconvenience caused.

10. Prices, Payment and Offers

Prices include VAT. You confirm that you are using our Service for personal, non-commercial use unless you request a VAT invoice. Mama Food may operate dynamic pricing some of the time, which means that prices of Items and delivery may change while you are browsing. Prices can also change at any time at the discretion of the Partner. We reserve the right to charge a Service Fee, which may be subject to change, for the provision of our Services. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on our Application. No changes will affect existing confirmed orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any orders in
process and appearing within your basket, provided you complete the order within 2 hours of creating the basket. If you do not conclude the order before the 2 hour cut-off the items will be removed from your basket automatically and the price change will apply. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid. Where Mama Food or any Partner makes a delivery, we or the Partner may also charge you a delivery fee. This will be notified to you during the order process before you complete your order.

The total price of your order will be set out on the checkout page on our Site or Application, including the prices of Items and Delivery and applicable Service Fees and taxes.

Payment for all Items and deliveries can be made on our Application by credit or debit card, or other payment method made available by Mama Food. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Mama Food acting as agent on behalf of the Partner only. Payment may also be made by using vouchers or account credit. Use of these is subject to Mama Food Voucher and Account Credit Terms.

We are authorised by our Partners to accept payment on their behalf and payment of the price of any Items or delivery charges to us will fulfil your obligation to pay the price to the Partner. In some cases, you can alternatively make your payment in cash directly to the Partner by paying the driver at the time of delivery. Where cash payment is possible, this will be made clear on our Application before you place your order.

Partners sometimes make special offers available through our Site or Application. These are visible when you look at a Partner menu. These offers are at the discretion of the Partner. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the Confirmation Notice.
10.1. Payment Methods

To use the Mama Food Subscription service you must provide one Payment Method. You are responsible for any uncollected amounts. You agree to immediately update your Account in the event of any change in your payment information. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Mama Food Subscription service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

10.2. Updating your Payment Methods

You can update your Payment Methods by going to the “Account” page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method.

11. Our Responsibility for Loss or Damage That You Suffer

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place an order.
We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees', agents' or subcontractors' failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Items, as summarised at part 7 above; or for defective Items under the Consumer Protection Act 1987. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our Site or Applications.

12. Data Protection

We process your personal data in accordance with our Privacy Policy which can be found on our Site.

13. Other Terms

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice. These Terms are governed by English law and you can bring legal proceedings in relation to our Service in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Items in either the Northern Irish or the English courts. We are required by EU law to provide this link to the EU’s online dispute
resolution portal, however we do not participate in dispute resolution under this process.

**Mama Food Terms Of Use For Website And Applications**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website mamafood.pt (our “Site”) or any application we make available via an app store or otherwise (our “Service”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use or Site or our Service. By accessing our Site or by using our Service, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, do not use our Site or use our Service.

1. **Information About Us**

mamafood.pt is a website operated by Mama Food Ltd (“we”, “us” or “Mama Food”), incorporated and registered in the England, whose registered office is at 77 St Mary’s, Cowes, Island of Wight, PO317ST, United Kingdom. Mama Food is a business where the food is prepared by independent cooking partners (our “Partners”) and delivered by us.

2. **Accessing Our Service Or Our Services**

Access to our Site and to our Service is permitted on a temporary basis, and we reserve the right to withdraw or amend access to our Site or our Service without notice (see below). We will not be liable if, for any reason, our Site or our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site or our Service, or our entire Site or Service to users who have registered with us. You are responsible for maintaining the confidentiality of your login details and any activities that occur under
your account. If you have any concerns about your login details or think they have been misused, you should contact support@mamafood.pt straight away to let us know. We can deactivate your account at any time.

3. Acceptable Use

You may use our Service only for lawful purposes. You may not use our Site or our Service in any way that breaches any applicable local, national or international law or regulation or to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in clause 5 below. You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or our Service or any network or equipment used in the provision of our Service.

4. Interactive Features Of Our Site

We may from time to time provide certain features which allow you to interact through our Site or our Service such as chat rooms. Generally, we do not moderate any interactive service we provide although we may remove content in contravention of these Terms of Use as set out in section 6. If we do decide to moderate an interactive service, we will make this clear before you use the service and normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. Content Standards

These content standards apply to any and all material which you contribute to our Service (the “Contributions”), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contributions as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state
opinions) and comply with applicable law in the UK and in any country from which they are posted. Contributions must not:

contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
infringe any copyright, database right or trademark of any other person;
be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promote any illegal activity;

be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case; or
advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

6. Suspension And Termination

Failure to comply with section 3 (Acceptable Use) and/or 5 (Content Standards) in these Terms of Use constitutes a material breach of the Terms of Use, and may result in our taking all or any of the following actions:

immediate, temporary or permanent withdrawal of your right to use our Service;
immediate, temporary or permanent removal of any posting or material uploaded by you to our Service;
issuing of a warning to you;
legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

7. Intellectual Property Rights

We are the owner of or the licensee of all intellectual property rights in our Site and our Service, and in the material published on it (excluding your Contributions). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our site in any way except for your own personal, non-commercial use.

8. Reliance On Information Posted

Commentary and other materials posted on our Service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Service, or by anyone who may be informed of any of its contents.

9. Our Site And Our Service Change Regularly

We aim to update our Site and our Service regularly, and may change the content at any time. If the need arises, we may suspend access to our Site and our Service, or close them indefinitely. Any of the material on our Site or our Service may be out of date at any given time, and we are under no obligation to update such material.
10. Our Liability

We have taken every care in the preparation of our Site and our Service. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Site or our Service. If we are informed of any inaccuracies on our Site or in our Service we will attempt to correct this as soon as we reasonably can. To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Site, our Service, and any website linked to our Site and any materials posted on it. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

11. Information About You And Your Visits To Our Site And Use Of Our Service

We collect certain data about you as a result of you using our Service. This is described in more detail in our privacy policy.

12. Uploading Material To Our Site And Our Service

Any material you upload to our Service or data that we collect as set out above (section 11) will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To the extent that such material is protected by intellectual property rights, you grant us a
perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

13. Links From Our Site

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. Jurisdiction And Applicable Law

The English courts will have jurisdiction over any claim arising from, or related to, a visit to our Site or use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

15. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

16. Your Concerns

If you have any concerns about material which appears on our Service, please contact hello@mamafood.pt

Mama Food Pick up Terms of Service
Last updated: 25 January 2021

This section (together with the documents referred to in it) tells you the terms (the “Terms”) which apply when you order any menu items (the “Items”) from our mamafood.pt website or mobile applications and related services (each referred to as an “Application”) to be collected by you from the relevant cooking partners (each a “Pick-up Order”).

Please read these Terms carefully before placing any Pick-up Orders on our Application. If you have any questions relating to these Terms please contact support@mamafood.pt before you place a Pick-up Order. If you are a consumer, you have certain legal rights when you order Items using our Application. You can find more information about these rights at: https://www.citizensadvice.org.uk/consumer/. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By setting up your Mama Food account, you confirm that you accept these Terms.

1. Information About Us

mamafood.pt is a website operated by Mama Food Ltd (“we”, “us” or “Mama Food”), incorporated and registered in England, whose registered office is at 77 St Mary’s, Cowes, Island of Wight, PO317ST, United Kingdom. Mama Food is a business where the food is prepared by independent cooking partners (our “Partners”) and delivered by us.

2. Purpose

Our objective is to link you to the Cooking Partners that we partner with (“Partners”) and allow you to order Items for collection (our “Service”). Where you order from a Partner, Mama Food acts as an agent on behalf of that Partner to conclude your Pick-up Order from our Application and to manage your experience throughout the order process. Once you have placed a Pick-up Order, you will be required to collect your Items directly from the Partner at the location specified in the Application (the
“Pick-up Location”). In some cases, the Partner may be owned by or affiliated with us.

3. Your Account

Before you can place Pick-up Orders using our Application, you need to open a Mama Food account. If you have a Mama Food account for delivery orders, you will use the same account for Pick-up Orders. If you open an account for Pick-up Orders, you will also use that account for delivery orders. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Items they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of our website or contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff, or any other good reason). If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue with a Pick-up Order, by applying a credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

4. Service Availability
Each Partner has a prescribed area within which it can accept Pick-up Orders. Our Partners each decide their own operating hours. That means that the availability of our Service, and the range of Partners from which you can order to pick-up, depends on the Partners in your area. If you try to place a Pick-up Order with a Partner when you are not in the prescribed area for Pick-up Orders, or you try to place a Pick-up Order outside the operating hours of a Partner, or the Application is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

5. Pick-up Orders

When you place a Pick-up Order through our Application, it needs to be accepted by us or the Partner before it is confirmed. Your Pick-up Order may be rejected at any time. Our Partner may, for example, reject your Pick-up Order if they are too busy or the Items you have ordered are temporarily unavailable.

We will send you a notification if your Pick-up Order has been accepted (the “Confirmation Notice”). The contract for the supply of any Item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all Items ordered using your account and for complying with these Terms, even if you have ordered the Item for someone else. Some Partners operate a minimum order value policy. This will be displayed on our Application. All Items are subject to availability.

Partners may use nuts or other allergens in the preparation of certain Items. Increasing numbers of Partners will be displaying dish by dish allergens information. Where that information is not available or if you have further questions, please contact us prior to ordering if you have an allergy. Mama Food cannot guarantee that any of the Items sold by our Partners are free of allergens.

6. Pick-up
When you place a Pick-up Order which is accepted by the Partner, the Partner will tell you the time when your Items are expected to be ready for pick-up (“Target Pick-up Time”). The Target Pick-up Time is not guaranteed by either us or our Partners. You will be required to collect your Items directly from the Partner at the Pick-up Location. You must arrive at the Partner to collect your Items at or just before the Target Pick-up Time. Our Partners will hold your Items for you for 30 minutes after the Target Pick-up Time. If you fail to collect your Items within 30 minutes after the Target Pick-up Time, the Partner may dispose of your Items. You will still be charged for the Item in the event you fail to pick-up your Item from the Partner.

Unfortunately despite our, and our Partners’, best efforts things do not always go to plan and there may be times when your Items are not ready for pick-up at the Target Pick-up Time. If your order is not ready more than 30 minutes after the Target Pick-up Time, we will work with you to make things right unless you have caused the delay (e.g. because you changed your Pick-up Order after it was confirmed).

7. Your Rights if Something is Wrong With Your Items

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your Pick-up Order. If you believe that the Items you have picked up do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items. We will provide a refund or account credit in respect of the affected part of the Item, unless we have reasonable cause to believe that the problem was caused after pick-up.

Prior to processing your refund or account credit, we may take into account relevant factors including the details of the Pick-up Order, your
account history, what happened on or immediately after pick-up and information from the Partner.

8. Age Restricted Products

Age restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold to persons aged 18 or over. By placing a Pick-up Order for an age restricted product, you confirm that you are at least 18 years old. Mama Food operates an age verification policy whereby customers who order age restricted products will be asked by the Partner to provide proof that they are aged 18 or over. Partners may refuse to sell any age restricted product to any person unless they can provide a valid photo ID proving that they are aged 18 or over. The Partners may also refuse to sell alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If the sale of any age restricted product is refused, and the Partner confirms to Mama Food that the relevant Item was not provided to you, Mama Food will process a refund for the relevant Item to the card from which you paid for your Pick-up Order. If you paid for your Pick-up Order in cash at the Partner, the Partner will process the refund for you.

9. Cancellation

You may cancel a Pick-up Order without charge at any time before the Partner has started preparing the food (a “Started Order”). If you wish to cancel a Pick-up Order before it becomes a Started Order, please contact us immediately via our Application. If the Partner confirms the Pick-up Order was not a Started Order, we will refund your payment (excluding any discount, or Voucher that was applied to the Pick-up Order – see Voucher and Account Credit Terms for more detail). If you cancel any Pick-up Order after it becomes a Started Order, you will be charged the full price for the Items.

Mama Food and the Partner may notify you that a Pick-up Order has been cancelled at any time. You will not be charged for any Pick-up Orders cancelled by us or the Partner, and we will reimburse you for any
payment already made using the same method you used to pay for your Pick-up Order. We may also apply credit to your account to reflect the inconvenience caused.

10. Prices, Payment and Offers

Prices include VAT. You confirm that you are using our Service for personal, non-commercial use unless you request a VAT invoice. Mama Food may operate dynamic pricing some of the time, which means that prices of Items may change while you are browsing. Prices can also change at any time at the discretion of the Partners. We reserve the right to charge a Service Fee, which may be subject to change, for the provision of our Services. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on our Application. No changes will affect existing confirmed Pick-up Orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any Pick-up Orders in process and appearing within your basket, provided you complete and place the Pick-up Order within 2 hours of creating the basket. If you do not conclude the Pick-up Order before the 2 hour cut-off, the items will be removed from your basket automatically and the price change will apply if you re-add the relevant items to your basket. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the Pick-up Order at the original price or cancelling the Pick-up Order without charge and with a full refund of any money already paid.

The total price of your Pick-up Order will be set out on the checkout page on our Application, including the prices of Items and applicable Service Fees and taxes.

We are authorised by our Partners to accept payment on their behalf and payment of the price of any Items to us will fulfil your obligation to pay the price to the Partner. Payment for all Items can be made on our Application by credit or debit card, or such other payment method made available by Mama Food. Once your Pick-up Order has been confirmed, your credit or debit card will be authorised and the total amount marked
for payment. Payment is made directly to Mama Food acting as agent on behalf of the Partner only. Payment may also be made by using vouchers or account credit. Use of these is subject to Mama Food Voucher and Account Credit Terms.

In some cases, you can alternatively make your payment in cash directly to the Partner by paying the driver at the time of pick-up. Where cash payment is possible, this will be made clear on our Application before you place your order. Otherwise, all payments for Pick-up Orders must be made on our Application by credit or debit card, or such other payment method made available by Mama Food.

Unless you are permitted to make your payment in cash directly to the Partner (in which case you will pay for your Pick-up Order at the time of pick-up), you are not required to make any further payments when you pick-up your Pick-up Order from the relevant Partner. In the unlikely event that a Partner requests additional payments from you on pick-up, do not make any such payment and contact us immediately through the Application. We have no liability for any payments you make to a Partner when collecting your Pick-up Order.

Partners sometimes make special offers available through our Application. These are visible when you look at a Partner menu. These offers are at the discretion of the Partners. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the Confirmation Notice.

10.1. Payment Methods

To use the Mama Food Subscription service you must provide one Payment Method. You are responsible for any uncollected amounts. You agree to immediately update your Account in the event of any change in your payment information. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Mama Food Subscription service until we have successfully charged a valid Payment
Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

### 10.2. Updating your Payment Methods

You can update your Payment Methods by going to the “Account” page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method.

Your Subscription Plans will apply no earlier than 10 days following our notice to you.

### 11. Our Responsibility for Loss or Damage That You Suffer

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place an order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees’, agents’ or subcontractors’ failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Items, as summarised at part 7 above; or for defective Items under the Consumer Protection Act 1987. Subject to the previous paragraph,
we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our Applications.

12. Data Protection

We process your personal data in accordance with our Privacy Policy which can be found on our Site.

13. Other Terms

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waive their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice. These Terms are governed by English law and you can bring legal proceedings in relation to our Service in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Items in either the Northern Irish or the English courts. We are required by EU law to provide this link to the EU’s online dispute resolution portal, however we do not participate in dispute resolution under this process.

Referral Program Terms
This Referral Programme is open to selected Mama Food customers ('you'/'user') aged 18 or over who have made at least 1 Mama Food order.

We will notify you by email that you are eligible for the Referral Programme. The email will include a unique link. Simply share your unique link with a friend or relative (aged 18 or over) who does not live at the same address as you and who you think would benefit from the Mama Food service (a “referral”). If anyone to whom you give a referral goes on to place a Mama Food order using that unique link, we will apply to your account the amount of Mama Food Voucher credit stated in the email we sent to you with the unique link. It may take up to seven days after your relative or friend places a referral order before the Voucher credit is applied to your account. Voucher credits received under the Referral Program can be redeemed at any Partner and expire automatically within the period stated in the promotional materials or other associated Mama Food materials.

Unique links may only be used for personal and non-commercial purposes. This means that you can share your unique link with your personal connections via your own social media accounts (eg your personal Facebook, Twitter or Instagram account) but not on sites where you are a contributor but not the account owner (eg Facebook business accounts or groups, Wikipedia, Google Reviews, coupon websites). Promoting your referral code via Search Engine Marketing (eg AdWords / Yahoo / Bing) is also not allowed. If we become aware that you have made your unique link available in any of these ways we may deactivate it without telling you. We will not be responsible for any losses you suffer if we deactivate your account for this reason.

We may discontinue the Referral Programme at any time. We will give advance notice of discontinuance on our Site. Voucher credit already applied to your account as a result of referrals will remain available for the period as stated in Clause 2 above, even if the Referral Programme is discontinued.
Referral credits are Vouchers and are therefore subject to the above Voucher Terms and Conditions. You may receive Voucher credit for a maximum of 100 referrals. We reserve the right to change the maximum number of referrals for which Voucher credit is awarded at any time, though you will receive Voucher credit for any referral orders placed by your relatives or friends before the change.

Menu Become a cook Basket!

The Promoter is Mama Food Ltd, 77 St Mary’s, Cowes, Island of Wight, PO317ST, United Kingdom