

# MAKOLA Terms Of Service

Last updated: 17.01.2022

Welcome to MAKOLA. 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 MAKOLA.co.uk website or mobile s and related services (each referred to as an "application ").

Please read these Terms carefully before creating a MAKOLA account or using our Application. If you have any questions relating to these Terms please contact support@makola.co.uk. 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 MAKOLA account, you confirm that you accept these Terms.

## 1. Information About Us

MAKOLAcO.uk is operated by Cloud Retail Ltd, a company incorporated and registered in England and Wales, whose registered office is at Kemp House 160 City Road, EC1V 2NX London, United Kingdom. Our Company registration number is You may contact us at support@MAKOLA.co.uk, or by using the instant messaging facility on our Application.

## 2. Purpose

Our objective is to link you to our local dark stores ("Stores") and allow you to order Items for delivery (our "Service"). Where you order from one of our Stores, MAKOLA processes your order from our Application or Website and

manages your experience throughout the order process. Once you have placed an order, your Items will be delivered to you by MAKOLA.

### 3. Your Account

Before you can place orders for Items using our Application, you need to open a MAKOLA 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 by 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 riders, 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 Store has a prescribed delivery area. This delivery area may change at any time due to factors such as weather, or demand on our service or other. This is to ensure that Items reach your door at their best. Each Store can also have varying operating hours. That means that the availability of our Service, and the range of Stores from which you can order, depends on the Stores in

your area. If you try to order a delivery to a location outside the delivery area or operating hours of a Store, 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 Application, it becomes accepted before we start delivery of the products. We will send you a notification if we start delivering your order (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 Stores can operate a minimum order value policy. This will be displayed on our Application. All Items are subject to availability. Items available for purchase may contain nuts or other allergens. MAKOLA uses different sources of information to detect such items and highlight allergens, but cannot guarantee that any of the Items sold are free of allergens even if allergen information is not present in Application. If you have any doubts about allergens, please contact us using contacts above.

## 6. Delivery

When you place an order we will tell you an estimated delivery time for your Item before you place the order, but we will attempt delivery as soon as possible or if preferred next day delivery you must therefore be available to accept delivery from the time you place the order. Unfortunately, despite our 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 25 minutes 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. You may also be charged for delivery, which price is shown during purchase process in the Application.

You may be 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 rider 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 rider is unable to find a safe location to leave the food.
- The rider 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.

## 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. MAKOLA operates an age verification policy. As an example, customers ordering age restricted products will be asked by the rider to provide proof that they are aged 18 or over before the delivery is completed. The rider may refuse to deliver any age restricted product to any person unless they can provide valid photo ID proving that they are aged 18 or over. Other verification methods could also be applied and may result in refuse of delivery any age restricted products. MAKOLA 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 may still be charged for the relevant Item and for delivery. We can deliver alcohol only to pre-arranged postal addresses (not to open spaces).

## 9. Cancellation

You may cancel an order without charge at any time before we accept the order. If you wish to cancel an order, please contact us immediately, via our Application. If we confirm the order has not started delivery yet, we will refund your payment (excluding any discount, or Voucher or Promo code that was applied to the order - see Voucher Terms for more detail). If you cancel any order after it gets picking status, you may be charged the full price for the Items, and if the rider has been dispatched you will also be charged for delivery.

MAKOLA may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us, 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. MAKOLA 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 our discretion. 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. 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 MAKOLA makes a delivery, we 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 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 MAKOLA. Once your order has been confirmed your credit or debit card will be authorized and the total amount marked for payment. Payment is made directly to MAKOLA. Payment may also be made by using vouchers or account credit. Use of these is subject to MAKOLA's Voucher Terms.

Where cash payment is possible, this will be made clear on our Application before you place your order.

MAKOLA sometimes make special offers available through Application. These offers are at the discretion of each Store. 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.

## 11. Tips

After you receive your order, you might have the option to pay a tip to your driver or picker. MAKOLA will collect payment on behalf of the rider, as their limited payment collection agent, and payment of the tips shall be considered a direct payment from you to the rider. We'll share your first name with your rider when we notify them of the tip. Your rider will receive 100% of any payment you choose to make. As this payment is made after you receive your order, this payment is non-refundable and does not form part of your order. Depending on the payment method used for your original order, your tip may show up on your bank/credit card statement as a separate payment.

## 12. 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 summarize 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.

## 13. Data Protection

We process your personal data in accordance with our Privacy Policy ( please read privacy policy .

## 14. 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.

## MAKOLA Terms Of Use For Website

Last updated: 17.01.2022

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 MAKOLAgrocery.co.uk (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 access our Site or use our Service.

## **1. Information About Us**

MAKOLAgrocery.co.uk is operated by Cloud Retail Ltd, a company incorporated and registered in England and Wales, whose registered office is at Kemp House 160 City Road, EC1V 2NX London, United Kingdom. Our Company registration number is 13046988. You may contact us at support@MAKOLAgrocery.co.uk, or by using the instant messaging facility on our Application.

## **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 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@MAKOLAgrocery.co.uk](mailto:support@MAKOLAgrocery.co.uk) 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 and Wales.

## **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 [support@MAKOLAgrocery.co.uk](mailto:support@MAKOLAgrocery.co.uk)

# **MAKOLA Voucher Terms**

## **1. Introduction**

MAKOLA makes available from time to time: (i) Vouchers (which are promotional credits that may be offered by us in our Application). Vouchers can be also called Promo Codes in the Application. Vouchers operate as credits applying to a customer's MAKOLA account, redeemable (subject to conditions, as set out below) against the cost of Items.

These Voucher Terms apply to your use of any Vouchers to pay for Items using the MAKOLA Service. These Voucher Terms apply together with the MAKOLA Terms and Conditions of Service, which continue to apply unless they conflict with these Voucher Terms, in which case these Voucher Terms have priority. Capitalised words used in these Voucher Terms have the same

meanings as in our Terms of Service unless they are defined in these Voucher Terms.

You can "apply" a voucher to your account by (i) entering the Voucher code (if any) at the point you place an order, or (ii) by adding any reward that we make available to you in the "Your offers and rewards" section of your account page or (iii) automatically during checkout. Unless otherwise stated, a voucher that has been applied to your account will remain there until it is "redeemed" against an eligible order, or expires (whichever is sooner). In either case, once any Voucher has been applied to your account, the amount of the Voucher remains unused until redeemed as payment for Items, unless it is expired in accordance with the terms of that Voucher. The reasons why Vouchers may expire are set out in these Voucher Terms.

## **2. Terms that apply to Vouchers**

Vouchers offered in a particular country and currency may be subject to geographical restrictions that mean they cannot be used in a different country or currency. Vouchers are usually offered subject to conditions, such as time limits, geographic limits, limits to particular categories of customer (e.g. new customers), or use only at a particular Store or for a particular item. If conditions apply they will be stated when we offer the Voucher.

Some Vouchers are only available to new MAKOLA customers ("New Customer Vouchers"). That means that the Voucher can be applied (subject to any other applicable conditions) automatically when the Customer registers a new MAKOLA account and will be redeemed when the Customer places their first eligible order. MAKOLA reserves the right to refuse to apply and/or allow you to redeem a new customer Voucher if you are registering a new account using credit card details or phone or email or a delivery name and address already on our system or any good reason.

Use of a Voucher in payment or part-payment may also be subject to specific conditions applicable to that Voucher only, such as a specific minimum order value or that the Voucher may only be redeemed at specific Stores or on

specific Items. If the order placed does not comply with the applicable conditions, the Voucher may not be redeemed against that order. The payment page on our Site where you confirm your order for Items will show the total order value and the applicable Voucher, if any.

Unless we tell you otherwise, all Vouchers must be redeemed within one calendar month of the date they are applied.

Only one Voucher can be redeemed per order. Each Voucher can only be used once per customer. If you have more than one eligible Voucher applied to your account when you place an order, the Vouchers are redeemed in order of expiry date, with the Voucher expiring the earliest redeemed first.

Vouchers cannot be redeemed in conjunction with any other MAKOLA offer.

If you cancel an order made using a Voucher, the Voucher credit will not be restored to the account and the Voucher cannot be re-used. If the Voucher was a New Customer Voucher, you will no longer be a new customer and will not be eligible for any subsequent new customer Vouchers.

Item orders are generally subject to minimum order values, which continue to apply regardless of whether payment or part-payment is by way of a Voucher.

Vouchers cannot be exchanged for cash or any other alternatives and have no monetary value.

Voucher does not apply to alcohol, tobacco, baby formula, pharmacy and sale items.

Any attempt to manipulate our Site and our offers of Vouchers by use of bulk entry via third parties or syndicates, macros, 'script', 'brute force', masking identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to enter), will render the order and the relevant Voucher invalid. MAKOLA is entitled to take all reasonable steps to protect itself against fraudulent or



invalid Voucher redemptions, including requiring additional reasonable verification close the accounts of any customers it reasonably believes have carried out any such acts.