

## **Website Terms of Use**

Please read these terms and conditions carefully before using our site

### **Who we are and how to contact us**

www.freshdirect.co.uk is a site operated by **Fresh Direct**, a trading division of **Sysco GB Limited** ("we" "our").

We are registered in England and Wales under company number 02035315 and have our registered office at Enterprise House, Eureka Business Park, Ashford, Kent, TN25 4AG.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

### **We may make changes to our site and these terms**

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **Product information on our site**

All products you buy from us are sold subject to our [Terms and Conditions of Sale](#).

Where our products are sold in packs, we may display the price of each unit within the pack as a helpful reference. However, please note that all unit prices within a pack are approximate and have been rounded to the nearest whole penny.

All images shown on the website are for illustrative purposes only and are provided for the sole purpose of giving an approximate idea of the product referred to and as serving suggestions only. The image may include items which are not comprised within the product itself so please read the product description carefully.

For catch-weighted items, weights shown are for guidance and menu planning only, these products will be charged by actual item weight at the time of ordering.

The name of the product and the description given on the website are not necessarily the full description of the product and may not, for example, include all allergen information. For full allergen information, always check the product label.

We may change product specifications or information at any time, and as such there may be a delay in the product description and specification being updated on the website. We rely on our suppliers providing full and accurate product information. Whilst every effort is made to ensure the accuracy of this website, occasional errors may occur. For the latest product information, always check the product label or call our Customer Care Line 01869 365 700 09:00-17:00 Monday-Friday.

Please note that we cannot and shall not be liable for any cross-contamination issues that may occur during food preparation at the customer's site or once products have been delivered by us.

Due to technical reasons beyond our control we cannot guarantee that the online product list will be fault free and there may be times when the online product list is not available due to repairs and maintenance. To the fullest extent permitted by law, we accept no liability whatsoever for any losses howsoever arising from the unavailability of this service (or any part of it).

Please contact telesales or your usual sales representative to place an order, check availability or detailed product information. Telesales calls may be recorded or monitored for training purposes.

#### **We may suspend or withdraw our site**

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **You must keep your account details safe**

If you choose, or you are provided with, a user password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You shall be responsible for any orders placed via your online account.

We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user password, you must promptly notify our Customer Care Line (01869 365 700) 09:00-17:00 Monday-Friday.

#### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources.

#### **How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy](#).

#### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.