

PICK.YOUR.OWN.

SALADS & JUICES

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website <https://pyopickyourown.com/> (our site).

- **Who we are and how to contact us**
- **By using our site you accept these terms**
- **Use of the site for ordering products**
- **There are other terms that may apply to you**
- **We may make changes to these terms**
- **We may make changes to our site**
- **We may suspend or withdraw our site**
- **We may transfer this agreement to someone else**
- **Our site is only for users in England OR the UK**
- **You must keep your account details safe**
- **How you may use material on our site**
- **No text or data mining, or web scraping**
- **Rules about linking to our site**
- **Our trade marks are registered**
- **Do not rely on information on this site**
- **We are not responsible for websites we link to**
- **We are not responsible for viruses**
- **You must not introduce viruses**
- **Our responsibility for loss or damage suffered by you**
- **How we may use your personal information**
- **Which country's laws apply to any disputes**

Who we are and how to contact us

<https://pyopickyourown.com/> is a site operated by Pick Your Own Limited (We). We are registered in England and Wales under company number 15551422 and have our registered office at: Holbrooks Farm Benington Road, Aston, Stevenage, England, SG2 7EA.

To contact us, please email: info@pyopickyourown.com

By using our site you accept these terms

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

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

Use of the site for ordering products

The site allows you to place orders for food and/or drink from PICK.YOUR.OWN. (or from any of our subsidiaries) via our third party partners. You can also use the site to purchase our merchandise.

By purchasing any products via the site, you represent and warrant that you have the legal capacity to use the site and complete transactions on the site.

You may only place orders with us if you are at least 18 years old. By ordering, you warrant that you are at least 18 years old and you are legally capable of entering into binding contracts.

All orders placed through our site or via our third party partners are subject to acceptance and availability. Please make sure that the contact details you provide are correct and in proper working order, as these are required to fulfil your order. Please also ensure that, where you have placed an order for collection, you have ordered from the correct store.

Prices for our products are subject to change without notice. The price you will pay for an item is the price displayed at the time you place your order. Prices include VAT.

Payment for orders is processed by a third-party payment processor. By placing an order, you agree to pay the total amount due for your order, including any applicable taxes and fees.

There are other terms that may apply to you

These terms of service refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [www.pyopickyourown.com/privacy-cookies], which explains how we collect, use and store your personal data.
- Our Cookie Policy [www.pyopickyourown.com/privacy-cookies], which sets out information about the cookies on our site.

We may make changes to these terms

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.

We may make changes to our site

We may update and change our site from time to time.

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

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Our site is only for users in England

Our site is directed to people residing in England. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, 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.

We have the right to disable any user identification code or 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 service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@pyopickyourown.com.

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 (except where the content is user-generated).

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, download, share or repost any part of our site in breach of these terms of service, 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 (except that you are permitted to print off a

copy of these terms of service).

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact info@pyopickyourown.com.

Our trade marks are registered

“CHOOSE BETTER PICK.YOUR.OWN. SALADS & JUICES” is a registered trade mark of Pick Your Own Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on our site [see page 3].

Do not rely on information on this site

The content on our site is provided for general information only. 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

Our site may contain links to third-party websites, applications or services that are not owned

or controlled by us. We do not endorse, guarantee or take responsibility for the content. Any purchase or transaction you make on a third-party website is solely between you and the third-party seller or service provider. To the fullest extent permitted at law, we are not liable for any damages, losses or liabilities arising from your interactions with third-party websites or services.

We are not responsible for viruses

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 programs and platform to access our site. You should use your own virus protection software.

You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. 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 or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. 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.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- In respect of any orders made via our site, we only supply our products for private and business use. Unless we have given explicit consent for you do to so, you agree not to use any of our products for commercial or re-sale purposes.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- For any other liability that we have to you in respect of our products, our liability to you will not exceed the amount of the purchase price you paid for the order applicable to your claim.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or

- any indirect or consequential loss or damage.

If you are a consumer user:

- We only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our Privacy & Cookies Policy [www.pyopickyourown.com/privacy-cookies].

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, 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.