



# MUNCHIES ONLINE Credit Application

## TERMS & CONDITIONS

**Notes** – Please allow 7 business days to process your application. When approved you will be assigned a unique account number. Your account number and password will be required to place orders. Please retain a signed copy of each invoice as a receipt. Upon opening an account Munchies reserves the right to establish a monthly credit limit. Munchies reserve the right to cancel your account at any time.

## BILLING INFORMATION

Statements of charges will be mailed out every month, indicating invoices incurred during the previous month.

Cheques should be made payable to:

**Munchies Baggot Street Ltd  
146a Lower Baggot Street  
Dublin 2**

Please Note; The Account Holder is responsible for contacting Munchies should any individual cease to be authorized to order.

Applicant agrees to pay for all charges incurred on the account by authorized signatures.

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

Company name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Vat Reg no: \_\_\_\_\_

Nominated Delivery Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note; Deliveries will only be made to the nominated delivery address AND only when accompanied by nominated contact name with the appropriate log-in password.

**OFFICE USE ONLY:**  
**DelCh:           MinCollect:**  
**FreeDev:       MinDev:**

## **Terms and Conditions**

A registered company can choose to operate as an individual and pay online for each order it places... OR... It can apply for good old fashion credit). Once your completed application form is received your chosen Munchies Outlet will send you a VAT Invoice with the delivery/collection of each order and a monthly statement setting out all transactions between our companies.

**Please note:** All Credit Account Customers will be charged a 10% Service Charge on all orders. Once Your Credit Account, Login Password, Nominated persons and Registration is in place your Company can commence ordering. Please allow seven working days for us to process and setup your credit account.

Each Nominated person can upon login see their favourites, ordering history and a shortcut to placing new orders Where a delivery service is sought / available there will be NO delivery charge for orders exceeding €50.00. Where an order is less than €50.00 a charge of €4.00 will be added to cover the costs of delivery.

When you visit our web shop you will see you can order for up to 7 working days in advance. You will note that online ordering is not possible on Saturday or Sunday.

The latest times for placing orders will be:

Breakfast 4.00 pm the evening before.

Lunch 11.00 am the same day.

Customers can, of course, include sandwiches in their breakfast orders subject to the rules above.

The latest time for any delivery nomination will be 4.00pm.

Munchies Online Collection & Delivery is the on-line store owned by Munchies Dining Limited and operated on-line through its authorised individual franchise outlets, through it's authorised Individual Franchise Outlets on the Internet. Access to each Munchies Online Collection & Delivery site is subject to registration and the following terms and conditions.

These terms and conditions will come into effect when you register with us.

### **1. Registration**

1.1 You are registering as a user of Munchies Online Collection and Delivery. Access is via your user name and password, which is personal to you [or your company]. You must therefore not allow your user name and password to be used by anyone else, and must not permit or assist anyone who is not a registered user to gain access to any part of Munchies Online. You must also immediately notify the Individual Munchies Outlet you have chosen ( the telephone number of which will always appear on the Outlets Home Page on the web site ) if a third party obtains your user name and/or password and / or by emailing us at [info@Munchies.ie](mailto:info@Munchies.ie) . You can change your password at anytime by clicking the "Change my Password" button at the top of this page.

1.2 Our privacy policy can be viewed by clicking the Privacy tab on the Welcome page.

## **2. Making a purchase**

2.1 To make a purchase, simply browse Munchies Online and click on any items that you wish to add to your order. After you have finished your selection, please click on "finish order" and you will be asked for a few details.

2.2 There are daily cut-off times for receipt and delivery of orders. These are shown on each Munchies Outlet's Home Page. No new same day orders can be accepted after this time. Any cancellations or amendments to an order must be made by calling the telephone number shown on the Individual Munchies Outlet's Home Page by 4pm the day before the delivery date. We do not accept same day cancellations or amendments.

2.3 Any order you make for products in Munchies Online Delivery is an offer by you to purchase such products (subject to these terms and conditions), and acceptance of any order is at Munchies sole discretion. An order is deemed to have been accepted by Munchies only when you receive email confirmation to this effect. Once we have accepted your order, there may be occasions where, for quality reasons or for other reasons beyond our control, it will not be possible to complete your order in full. In such cases, we will always contact you and ask you to amend your order.

## **3. Price and Payment**

3.1 The price will be as set out on each Individual Munchies Outlet's published price list (shown on each Munchies Online Order Page), current at the date of order.

3.2 Price and availability information is subject to change without notice. We accept payment on-line by most leading credit and Laser card including Visa, MasterCard and Laser. Payment will be charged against your card at the time of order.

3.3 If your company has entered into a credit agreement with a Munchies Outlet to the effect that it will pay for officially placed orders we will arrange payment directly with your company.

3.4 For Credit Accounts, invoices are sent weekly and are payable within 30 days from the date of receipt of the invoice.

3.5 Credit Account customers will receive a monthly statement, showing all orders placed and any outstanding sums due to Munchies.

3.6 Munchies Online reserves the right in it's sole discretion to accept or refuse any credit account application and to terminate any such account at any time and need not give any reason for any such decision.

## **4. Delivery**

4.1 Products will be delivered to the collection point nominated by yourself at the time of Registration , Customers may not change their nominated collection point when placing an order. Deliveries will only be made to the collection point(s) nominated and approved by the outlet at the time of registration . Any Changes to a nominated collection must be made to the Individual Munchies Outlet at least two days in advance and must be formally accepted and a response communicated by the Outlet before a delivery can be made.

4.2 All deliveries must be checked and signed for by an approved representative of the customer at the time of delivery. Signature will be deemed to constitute acceptance of delivery of a complete order.

4.3 If any part of an order is found to be missing (or is rejected) on delivery, the customer must inform Munchies Online Delivery immediately by calling the telephone number stated on the Individual Outlet's Home Page.

4.4 all nominated delivery points, whether for individual customers or credit facility customers must be approved in advance by the Individual Munchies Outlet. This will occur within two days of a Customer registering.

## **5. Terms of Supply**

5.1 Munchies food is supplied strictly for direct customer use. Under no circumstances is our food to be re-sold to a third party or offered at subsidised or inflated rates to a third party. This restriction also applies to in-house catering arrangements where Contract Caterers are ordering on behalf of clients.

5.2 Munchies recommends that Customers comply with any instructions and recommendations of Munchies in relation to the storage and use of the products (for example and without limitation, use by dates).

## **6. Liability**

6.1 Munchies Dining Limited shall have no liability whatsoever in contract or in tort or otherwise in respect of any loss or damage howsoever occasioned to any Customer or person by any product or service sold or delivered, either directly or indirectly, by any Munchies franchise to any such customer or person.

6.2 No Munchies franchisee shall be liable for any loss, damage or injury, whether direct or indirect, actual, economic or consequential, arising from the sale or delivery of a Munchies product or service to any customer or person. Where a Munchies franchise is responsible for any loss, damage or injury to any customer it may at its absolute discretion deliver replacement products ( at its own expense ) to that customer or refund any sums paid by that customer for it.

6.3 Neither Munchies Dining Limited nor any Munchies franchisee shall be liable for any loss, injury or damage caused to any customer or person whosoever by any use or malfunction of any of the Munchies electronic communications networks or services.

6.4 Nothing in these terms will limit or exclude the liability of any Individual Munchies Outlet for death or personal injury caused by negligence on its part and nothing in these terms will affect your statutory rights.

6.5 Nothing in these terms and conditions shall exclude your statutory or legal rights under Irish and EU law as a consumer of products or services.

## **7. Termination**

7.1 You can withdraw your registration by emailing the helpdesk at [info@munchies.ie](mailto:info@munchies.ie)

7.2 We reserve the right to terminate your access to Munchies Delivery immediately without notifying you in advance should you not operate your account in line with these terms and conditions.

## **8. Use of material appearing on the Munchies Delivery Site.**

All rights in the site design, computer codes, text, graphics and other content, interfaces, and the selection and arrangements thereof (the "Materials") belong to Munchies Dining Limited or its licensors. You may print or download portions of this site and make copies of these for your own personal use only. Any other use (including without limitation any further reproduction, storage or transmission to anyone) of any Materials without our prior written permission is strictly prohibited.

## **9. Contacting us**

If you need to contact our Head office, please email us at [info@munchies.ie](mailto:info@munchies.ie). Alternatively, you can write to us at Munchies Dining Limited, East Point Business Park, Alfie Byrne Road, Dublin 3.

## **10. Variation**

10.1 Munchies Dining Limited and each Individual Munchies Outlet reserves the right to amend the terms of this Agreement from time to time. Your continued use of any part of the Munchies Collection & Delivery Site after any such amendment will constitute your acceptance of the amendment or amendments concerned. You should therefore regularly visit these terms and conditions to ensure that you keep up to date with your rights and obligations under this Agreement. If any such amendments are considered in the reasonable opinion of Munchies Dining Limited or Individual Munchies Outlet to be material, notice of the amendments will be emailed to all registered users of Munchies Online at their e-mail address.

10.2 If you do not wish to accept an amendment you should immediately withdraw your registration by contacting the Individual Outlet directly or by emailing the help desk at [info@munchies.ie](mailto:info@munchies.ie).

## **11. Access/Force Majeure**

11.1 Although we will aim to provide uninterrupted access to the Munchies Collection & Delivery Site, we cannot guarantee this. We accept no responsibility or liability for any interruption or delay which may occur to anyone visiting or wishing to visit the Munchies Collection & Delivery Site.

11.2 In the event we cannot fulfill obligations to you under this agreement due to any event beyond our reasonable control, we will notify you and we will be relieved of our obligations to you under these terms and conditions to the extent such performance is hindered by such an event.

## **12. Jurisdiction**

This Agreement is governed by Irish law and both we and you agree to submit to the exclusive jurisdiction of the Irish courts.

## **13. Allergy Warning**

Munchies products may contain traces of nuts. For full nutritional information on the products within our product range please email us at [info@munchies.ie](mailto:info@munchies.ie).