

## General Terms and Conditions for Customers

The present 'General Terms and Conditions for Customers' are applicable to the relations between Takeaway.com and the Customers. Restaurants are referred to the 'General Terms and Conditions for Restaurants'.

### 1. Definitions

**Offer:** the range of products and services offered by the Restaurant that can be ordered by the Customer through the Platform.

**Order:** an order placed by the Customer with the Restaurant through the Platform as regards the Offer selected by the Customer.

**Customer:** a natural person or legal entity placing an Order through the Platform.

**Agreement:** an agreement between the Customer and the Restaurant regarding an Order and the delivery or collection of the Order.

**Platform:** the website(s), apps, tools and other equipment of Takeaway.com and its affiliated companies and business partners on which the Service is made available.

**Restaurant:** a company that prepares and sells meals, beverages and related articles and uses the Platform for the establishment and payment of the Agreements.

**Restaurant information:** the information about the Restaurant with regard to, among other things, company and contact information, general information, product range (meals, side dishes, options and beverages), prices for each individual product (including VAT), company logo, graphics, delivery area (including postal codes), delivery costs and minimum order amounts.

**Service:** the commercial services and/or activities that are offered to the Customer by Takeaway.com, including publication of the Offer, facilitation of the conclusion of Agreements and transmission of Orders to the relevant Restaurant.

**Takeaway.com:** Takeaway.com European Operations B.V. acting for itself and on behalf of any corporate entity or person that controls, are controlled by or under the common control, directly or indirectly, with Takeaway.com Group B.V.

**Tip:** voluntary amount paid by a Customer intended for the courier delivering the Order.

### 2. Identity of Takeaway.com

Takeaway.com operating under the name of 'Lieferando.at':

Address principal place of business:

Piet Heinkade 61

1019 GM Amsterdam

The Netherlands

CoC: 64473716

VAT no.: NL815697661B01

Correspondence address:

Kohlmarkt 8/10

1010 Vienna

Austria

E-Mail: [info@lieferando.at](mailto:info@lieferando.at)

Tel: 01 - 2675 8770 51 (open from Monday to Wednesday from 10:00h – 23:00h, Thursday to Sunday from 10:00h – 00:00h)

Fax: 01 - 928 06 09

### **3. Applicability**

1. The present General Terms and Conditions for Customers are only applicable to the Service. Takeaway.com is not responsible for the Offer. As the case may be, the general terms and conditions of the Restaurant shall be applicable to the Offer in addition.
2. By placing an Order the Customer directly concludes an Agreement with the Restaurant for delivery of the Offer selected by the Customer. The Customer is bound by the Order and will not be entitled to a refund except in case of cancellation allowed by the Restaurant pursuant to article 6 below.

### **4. The Offer**

1. Takeaway.com publishes the Offer on behalf of the Restaurants on the Platform, in accordance with the Restaurant information supplied by the Restaurants. Takeaway.com shall not accept any responsibility or liability for the contents of the Offer and the Restaurant information on the Platform. The Restaurant may use ingredients and additives of meals and drinks, that could cause allergies and intolerances. If a Customer is allergic to any foodstuffs, we advise to contact the Restaurant by telephone for current allergen information before placing an Order.
2. Takeaway.com presents all Restaurant information in such a way that it is clear to the Customer what his rights and obligations are after having accepted the Offer.
3. Takeaway.com shall not accept any liability for Platform availability.

### **5. The Agreement**

1. The Agreement is effective as from the moment the Customer finalizes the Order by clicking the 'Buy now' button during the process of placing an Order through the Platform.
2. After receipt of the Order, Takeaway.com will electronically confirm the Order to the Customer.
3. The Agreement can only be executed by the Restaurant if the Customer provides correct and complete contact and address information when placing the Order. The Customer is obliged to immediately report any inaccuracies in the payment data supplied or mentioned to Takeaway.com or the Restaurant.
4. With respect to information on the status of his Order, after having placed the Order the Customer is required to be available by telephone or email (as indicated when placing the Order) for both the Restaurant and Takeaway.com.
5. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address indicated by the Customer in order to receive the Order items. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address indicated by the Customer in order to receive the Order items. If the Customer is not present at the delivery address when the Order is delivered, and the Order is being delivered

by Takeaway.com (rather than the Restaurant itself) Takeaway.com will make reasonable efforts to contact the Customer in order to determine where to leave the Order. If Takeaway.com is unable to contact the Customer, Takeaway.com may leave the Order at a reasonable location outside, close to the delivery address. Takeaway.com will not be responsible for the Order (including the quality or safety of the contents of the Order when the Customer finds it) after delivering the Order. Please note that when the Restaurant is delivering the Order itself, rather than using Takeaway.com's delivery services, the Restaurant will decide whether to leave the Order outside the delivery address if the Customer is not present.

6. If Takeaway.com delivers the Order on behalf of the Restaurant, Takeaway.com may charge the Customer delivery costs. The current delivery costs are stated on the Platform before a customer places an Order. A receipt for these delivery costs can be requested with Takeaway.com.
7. If the Customer decides to collect the Order, he should be present at the selected time at the collection location of the Restaurant, as indicated in the confirmation email, text message or on the Takeaway.com website.
8. Upon ordering as well as when delivering or collecting Orders containing alcoholic products or other products with an age limit, Takeaway.com and the Restaurant can, pursuant to applicable laws and regulations, ask the Customer for identification. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, the alcoholic products of the Order will not be delivered, and Takeaway.com and the Restaurant are also free to refuse the Order in its entirety. If the alcoholic products are not delivered pursuant to this section, the Customer may be charged a cancellation fee, which cancellation fee will consist of at least the value of the alcoholic products from the respective Order.
9. Takeaway.com does not accept any liability relating to the execution of the Agreement.
10. After placing the Order, the Customer can upon his sole discretion choose to tip a courier via the available online payment methods.
11. The Tip is intended for the couriers and cannot be considered as payment for services of Takeaway.com. Takeaway.com will thereby only act as a trustee and transferor of the tip amounts.
12. Takeaway.com will transfer the Tip to the couriers in case those are directly engaged via Takeaway.com. In case a courier is not engaged via Takeaway.com but directly by the Restaurant, Takeaway.com transfers the Tip to the Restaurant and obliges the Restaurant to pay-out the Tip to the courier. Takeaway.com cannot guarantee or be held responsible for the transfer of the Tip from the Restaurant to the courier.
13. After the Customer has received a confirmation of placing the Tip, the Tip cannot be refunded or returned.

## **6. Dissolution of the Agreement and cancellation of the Order**

1. Considering the perishable nature of the Offer, the Customer shall not be entitled to dissolve the Agreement. Orders cannot be cancelled by the Customer with Takeaway.com. Cancellation of the Order with the Restaurant is only possible by the Customer if the Restaurant explicitly indicates that Cancellation of the Order by the Customer is possible.

2. The Restaurant is entitled to cancel the Order, e.g., if the Offer is no longer available, if the Customer has provided an incorrect or inoperative telephone number or other contact information, or in case of force majeure.
3. If the Customer places a false Order (for example by providing incorrect contact information, by not paying or by not being present on the delivery or collection location in order to receive the Order) or otherwise fails to comply with his obligations pursuant to the Agreement, Takeaway.com shall be entitled to refuse any future Orders from such Customer.
4. Takeaway.com is entitled to refuse Orders and cancel Agreements on behalf of the Restaurant, if there is reasonable doubt about the correctness or authenticity of the Order or contact information. If the Customer places Orders that appear as false or fraudulent, Takeaway.com may report this to the police.

## **7. Payment**

1. At the moment the Agreement is concluded in accordance with the provisions of article 5.1 of these General Terms and Conditions for Customers, Customer is obliged to pay the Restaurant for the Order. The Customer may fulfil this payment obligation by using an online payment method through the Platform or by payment to the Restaurant at the door or at the collection location.
2. Subject to the provisions of article 6 of these General Terms and Conditions for Customers, the (partial) reimbursement of an online payment shall only be possible if the Order cannot be delivered (entirely). The reimbursement shall always be made into the same account as the one from which the payment has been made. Depending on the payment method used by the Customer, the processing of the reimbursement will take a maximum of 10 working days.
3. The Restaurant has authorized Takeaway.com to accept the Customer's online payment on behalf of the Restaurant.

## **8. Complaints settlement**

1. Complaints from the Customer about the Offer, the Order or the performance of the Agreement, are to be filed with for receipt by the Restaurant. The sole responsibility for the Offer of the Restaurant and the performance of the Agreement lies with the Restaurant. Takeaway.com may only assume a mediating role.
2. If the Customer has a complaint as regards the Service, the complaint is to be communicated by means of the contact form, by email or ordinary mail to the Takeaway.com customer service, at the contact address as indicated in article 2 of the present General Terms and Conditions for Customers.
3. Once the complaint has been received by Takeaway.com, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Takeaway.com aims to handle the complaint as soon as possible, but not later than within two weeks.
4. Complaints as described in sections 1 and 2 of this article must be filed promptly within due time after the Customer has detected the shortcomings, be fully and clearly described and filed with the respective Restaurant (section 1) or Takeaway.com (section 2).
5. The European Commission manages an ODR platform. This platform can be found on <http://ec.europa.eu/odr>. Takeaway.com explicitly excludes the use of any Alternative Dispute

Resolution as referred to in Directive 2013/11/EU. The email address of Takeaway.com is [info@lieferando.at](mailto:info@lieferando.at)

## **9. Professional Liability Insurance**

1. Takeaway.com has signed a professional liability insurance with:

Achmea Schadeverzekeringen N.V.  
Laan van Malkenschoten 20  
7333 NP Apeldoorn  
The Netherlands

Through the following insurer:

Meijers Assurantiën B.V.  
Van Heuven Goedhartlaan 935  
1181 LD Amstelveen  
The Netherlands

The professional liability insurance is applicable all over the world, with the exception of the United States of America and Canada.

## **10. Newsletter**

1. When placing the Order, the Customer may also subscribe to the newsletter. The Customer can unsubscribe from this newsletter through [www.lieferando.at/newsletter](http://www.lieferando.at/newsletter) or by contacting the customer service by using the contact data as mentioned under 'Correspondence Address' in article 2 of these General Terms and Conditions for Customers.

## **11. Inspection and correction of stored personal data**

1. Takeaway.com shall process personal data relating to the Customer. The processing of personal data is subject to the [Privacy Statement](#).