

## Mobile application Terms and Conditions of Use: 'Wetherspoon Order and Pay App' ("the App")

1. These terms and conditions, (together with the 'Wetherspoon Order and Pay App' Mobile Application Privacy Policy ("the Privacy Policy), Our end-user licence agreements as set out at (Apple devices) <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/> or (Android devices) [https://play.google.com/intl/en\\_uk/about/play-terms.html](https://play.google.com/intl/en_uk/about/play-terms.html) (the EULAs) and any additional terms of use incorporated by reference into the EULAs, (collectively Our Terms of Use) applies to your use of:
  - the Wetherspoon Order and Pay mobile application software (**App**) hosted on (Apple devices) the Apple iTunes App Store or (Android devices) the Google Play store (**App Site**), once you have downloaded a copy of the App onto your mobile telephone or handheld device (**Device**).
  - Any of the services accessible through the App (**Services**)
2. In order to utilise the App and/or it's services the following user requirements must be met:
  - i. The user must be over 17 in order to download and use the App
  - ii. If alcoholic or age restricted products are purchased the purchaser and any intended consumer must be over 18 and able to provide valid ID upon request
  - iii. The App requires a PayPal account or suitable payment card to process orders
  - iv. Admission and service at licensed premises is subject to licensing laws
3. We accept no responsibility for any damage or data loss caused to your device as a result of downloading the App. In the case of 'jail-broken' phones there is a real risk of data breach due to the compromised security as a result of the 'jail-breaking'.
4. It is at the Manager's sole discretion to refuse service to any individual or to make any other decision which is aimed at promoting or adhering to the licensing objectives, including promoting any internal or pub specific policies/procedures.
5. All products and offers are subject to availability. Alternative products or refunds may be offered where appropriate as per manager's discretion.
6. If you experience technical issues when using the App (for example; if the App screen freezes, payment is interrupted or you are charged twice for the same order) this can be resolved by speaking to a member of the pub's team.
7. If your order is refunding due to product/offer availability or as a customer service goodwill gesture it will usually be processed in the following way; through the pub's till with the funds being returned to the PayPal account or card within 48 hours.
8. We apologise but it is not possible to amend or cancel orders once placed.