

# BRITISH ST, FOOD

## Terms of Use

Last updated on 23/05/2013

This is an important document. If you do not agree to these Terms of Service, please do not browse our site or otherwise access or use the Service.

### 1. Welcome to British Street Food!

- 1.1. British Street Food provides a street food information, review and recommendation service through both its website <http://www.britishstreetfood.co.uk> and through various software applications to allow you to rate street food, to read reviews and to see photos of street food establishments (the "Service").
- 1.2. The Service (including the website <http://www.britishstreetfood.co.uk>) are provided to you by Street Food Ventures ("BSF", "we", "our" or "us").

### 2. Your relationship with us

- 2.1. This document and any documents referred to within it (collectively, the "Terms of Service") explain the terms of your relationship with us. It is important that you read and understand these Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us to discuss what this means for you.
- 2.2. By downloading any application we make available, by setting up an account with us or by using and accessing the Service you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not browse or otherwise access or use the Service.

### 3. Information about us

- 3.1. Street Food Ventures is incorporated and registered in England and Wales under company number 09464183 . Our registered office is at Street Food Ventures trading as British Street Food, 64 Esmond Road, London, W4 1JF. Our VAT number is VAT Registration Number: 227148512.

### 4. Information about you

- 4.1. Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you.
- 4.2. If you have any concerns or comments about your business or any personal data available on the Service, please contact us at [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk)



## **5. Setting up an account**

- 5.1. While some access to the Service is permissible without creating an account, you must create an account on the Service to use the full range of features. After you create an account, we will send you an email setting out any further steps that are necessary for you to activate your account.
- 5.2. By creating an account on the Service, you give us permission to access and use your information to provide you with the Service. For more information about the types of information we collect from you and how we use that information, please read our Privacy Policy.
- 5.3. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns that your account may have been misused, you should contact us at [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk) straight away to let us know.
- 5.4. By using the Service, you agree that you:
  - (a) have not previously been suspended or removed from the Service;
  - (b) are able to agree to and abide by all of these Terms of Service; and
  - (c) you are not a competitor of BSF and are not using the Service for reasons that are in competition with BSF or other than for its intended purpose.
- 5.5. We may terminate your account at any time if you are in breach of clause 5.4.

## **6. Your right to use the Service**

- 6.1. The materials and content comprising the Service (excluding User Content) belongs to us and we give you permission to use these materials and content for the sole purpose of using the Service in accordance with these Terms of Service.
- 6.2. Your right to use the Service is personal to you and you are not allowed to give this right to another person or to sell, gift or transfer your account to another person. Your right to use the Service does not stop us from giving other people the right to use the Service.
- 6.3. You cannot use the Service for purposes that are commercial or business related as the Service is for your private and personal use only.
- 6.4. Other than as allowed in these Terms of Service you are not given a right to use the BSF name, or any of the BSF trade marks, logos, domain



names and other distinctive brand features.

#### **7. Your content**

- 7.1. You confirm that images, sounds, text or information that you submit or create (“User Content”) whilst using the Service will meet the Rules of Acceptable Use.
- 7.2. You grant us a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence, assign, transfer and exploit the User Content anywhere and in any form for the purposes of providing our Service or for any purpose in connection with the operation of our business.
- 7.3. Our right to use your User Content does not in any way affect your privacy rights and we will only use information that identifies you as set out in our Privacy Policy.
- 7.4. We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it breaks any of the Rules of Acceptable Use.

#### **8. Rules of Acceptable Use**

- 8.1. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the “Rules of Acceptable Use”).
- 8.2. When using the Service you must not:
  - (a) create more than one account on the Service;
  - (b) give any false or misleading information in your account details;
  - (c) falsely enhance or procure or encourage others to falsely enhance your profile on the Service;
  - (d) permit another person to use the Service under your name or on your behalf;
  - (e) use the Service if we have suspended or banned you from using it;
  - (f) advertise your business or organisation or advertise the business or organisation of another person;
  - (g) send junk, spam or repetitive messages;
  - (h) engage in any illegal or unlawful conduct;
  - (i) modify, interfere, intercept, disrupt or hack the Service;
  - (j) misuse the Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Service or any

# BRITISH ST, FOOD

- user of the Service's own equipment;
  - (k) collect any data from the Service other than in accordance with these Terms of Service;
  - (l) submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, untrue or offensive;
  - (m) submit or contribute any User Content without the permission of the content owner; or
  - (n) submit or contribute any information or commentary about another person without that person's permission.
- 8.3 Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of your right to use our Service;
  - (b) immediate, temporary or permanent removal of any User Content;
  - (c) issuing of a warning to you;
  - (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or
  - (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 8.4 The responses described in clause 8.3 are not limited, and we may take any other action we reasonably deem appropriate.
- 9. Notice and take down policy**
- 9.1. If you believe that content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use, please tell us immediately by sending us an "Infringement Notice". The Infringement Notice should be sent either by post or by email to [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk). Please provide the information described below in the Infringement Notice:
- (a) your name and contact details;
  - (b) a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and
  - (c) a link to or such other means of identifying the problematic content.



9.2 We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will respond to you within a reasonable period of time on the action we propose to take.

#### **10. Advertisements on the Service**

10.1. We and our selected business partners may provide advertising to you through the Service or by other methods such as email. This advertising may be based on your User Content or other information available through the Service. When delivering advertising we will only use information that identifies you as set out in our Privacy Policy.

#### **11. No Reliance on Information**

11.1. The content available through our Service is provided for general information only. It is not intended to amount to advice on which you should rely. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

#### **12. Events Outside our Control**

12.1. Sometimes, due to events outside our control, we will not be able to provide the Service. We will not be liable or responsible for any failure to perform, or a delay in performance of, any of our obligations in relation the Service that is caused by events outside our reasonable control (a "Force Majeure Event").

12.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond both our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of public or private telecommunications networks; or
- (e) the acts, decrees, legislation, regulations or restrictions of any government.



### 13. Ending our relationship

- 13.1. If at any time you do not feel that you can agree to these Terms of Service or any changes made to the Terms of Service or the Service, you must immediately stop using the Service.
- 13.2. If you wish to end your use of the Service, please delete the app from your device.
- 13.3. If you have deleted the app from your device, and you want to re-install the application at a later time, simply visit the appropriate app store for your device and install the app again.
- 13.4. We may immediately end your use of the Service if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Service including these Terms of Service.
- 13.5. We may end your use of the Service if your account has been inactive for 6 months.
- 13.6. We may also withdraw the Service at any time, and we will try to give you reasonable notice of our intention to do this.
- 13.7. If you or we end your use of the Service or we withdraw the Service as described in this section, we may delete or modify your User Content, account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or your User Content. We will not offer you compensation for any losses.

### 14. Our liability/responsibility to you

- 14.1. Unfortunately, due to the nature of the Internet and technology, the Service is provided on an “as available” and “as is” basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law. Likewise, we cannot promise the accuracy, currency, availability, correctness and completeness of the information contained on the Service (although we will make reasonable efforts to achieve this).
- 14.2. You are responsible for your use of the Service and for all risks associated with any interactions with others. Please note that we do not routinely screen (criminally or otherwise) users of our Service, inquire into the background of our users (other than for the purposes of matching groups) or verify any information provided by our users.



14.3. To the extent permitted by the law our total responsibility for any claims under these Terms of Service or related to the use of the Service is limited to the amount you have paid us in the 6 months prior to the claim arising. In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable.

14.4. We do not exclude or limit our liability for: death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.

#### **15. Resolving disputes**

15.1. If you have a dispute with us relating to the Service, in the first instance please contact us at [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk) and attempt to resolve the dispute with us informally.

15.2. In the unlikely event that we are not able to resolve the dispute informally, we will discuss and agree with you the most effective way of resolving the dispute using mediation or arbitration based on the nature of our dispute.

#### **16. Changes to the Service**

16.1. We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and our Service. In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service ("changes to the Service"). These changes to the Service may affect your past activities on the Service and features that you use ("Service Elements"). Any changes to the Service could involve Service Elements being deleted or reset.

16.2. You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service and you can deactivate your account by deleting the app.

#### **17. Changes to the Terms**

17.1. We may revise these Terms of Service from time to time but the current version will always be at <http://www.britishstreetfood.co.uk>

17.2. Changes will usually occur because of new features being added to the

# BRITISH ST, FOOD

Service, changes in the law or where we need to clarify our position on something.

- 17.3. We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to accept the changes before you continue to use the Service) or via a separate email.
- 17.4. Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

## **18. Documents that apply to our relationship with you**

- 18.1. The current version of these Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of these Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.
- 18.2. We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of these Terms of Service cannot be enforced then the remainder of these Terms of Service will still apply to our relationship.
- 18.3. If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.
- 18.4. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.5. We may transfer our rights and obligations under these Terms of Service to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the Terms of Service.





## 19. Law

19.1. As we are based in England, English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non exclusive jurisdiction over any dispute arising from or related to your use of the Service.

## 20. Contact, feedback and complaints

20.1. If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk).

20.2. We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

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# BRITISH ST, FOOD

## Privacy Policy

Last updated on 23/05/2013

This is an important document. If you do not agree with how we use your personal information as described in this Privacy Policy, please do not browse our site or otherwise access or use the Service.

Street Food Ventures (“we,” “us” or “our”) are committed to protecting and respecting your privacy. This Privacy Policy sets out how we collect, use and share information which identifies you or is associated with you (“personal information”).

Please read this Privacy Policy carefully to understand our views and practices regarding your personal information and how we will treat it. By setting up an account with us or using and accessing <http://www.britishstreetfood.co.uk> or any software application we make available (the “Service”), you consent to the use of your personal information as described in this Privacy Policy.

For the purpose of the Data Protection Act 1998 (the “Act”), the data controller is Street Food Ventures. We are a company incorporated and registered in England and Wales under company number 09464183. Our registered office is at Street Food Ventures trading as British Street Food, 64 Esmond Road, London, W4 1JF

### 1. Information We May Collect

We collect the categories of information set out in sections a. to e. below when you use the Service.

Information we collect directly from you:

We collect information from you when you voluntarily submit information to use the Service. The following are examples of when we may collect information directly from you:

- When you fill in and submit forms on the Service, including forms submitted at the time of registering to use or subscribing to the Service, posting material, reporting a problem with the Service or requesting further information from us.
- Comments and opinions you send to us: such as submissions through the Service, telephone, electronic mail and regular mail or post comments, content or messages to us through a third party website where we have a profile or presence (such as Facebook and Twitter).

# BRITISH ST, FOOD

- When you to complete surveys via the Service.
- When you post comments to us on the Service or third party website where we have a profile or presence.
- Preferences that you set on the Service: such as notifications you wish to receive.
- Location data.

Examples of information we collect may include: name, address, telephone number, email address, comments you submit to the Service, opinions and correspondence you share with us.

#### **Information from others collected on the Service**

If you have a profile on the Service, people who comment on that profile may share personal information about you. This can include information such as your name, job title, work location and how to contact you.

#### **Information about how you use the Service**

We collect data about how you use the Service such as the pages and links you access, searches you make, the time you access the Service and duration you are on it, the site you come to the Service from or go to after leaving the Service, selections and choices you make and preferences that you set when using the Service.

#### **Information about how you connect to the Service**

We collect data about the computer or other electronic device (“device”) you use to connect to the Service such as details about the type of device (which can include unique device identifying numbers), its operating system, browser and applications connected to the Service through the device, your Internet service provider or mobile network, your IP address and your devices telephone number (if it has one).

#### **Information about your actual location**

We collect information about your actual location (using the functionality in your device), to allow us identify your location and enable us to show where street food stalls are near you and, if you are a street food stall owner to allow you to show us where you are. You may turn the functionality off, but your user experience may be diminished.



## 2. Where We Store Your Personal Data

The information we collect directly from you, about how you use the Service and about how you connect to Service may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who works for us or for one of our suppliers.

By using the Service you consent to any transfer, storage or processing of your personal information outside of your country. We will take all steps reasonably necessary to ensure that personal information is treated securely and in accordance with this Privacy Policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Service, you are solely responsible for keeping this password confidential. If the password has been stolen or might otherwise be subject to misuse, it is your responsibility to notify us immediately for further action.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## 3. Uses Made of the Information We Collect

We use the information we collect in the following ways:

1. To manage your account and provide you with the features of the Service and to validate and keep your personal information accurate. We will use information we collect directly from you for this purpose.
2. To ensure that content from the Service is presented in the most effective manner for you and for your device and to display content and features that are tailored to you, your interests and how you use the Service. We will use information we collect directly from you, information about how you use the Service and information about how you connect to the Service for this purpose.
3. To provide you with information about products or services that you request from us or which we feel may interest you (in accordance with your marketing preferences). We will use information we collect directly from you for this purpose.



4. To determine and predict information that may be of interest or relevant to you. We will use information we collect directly from you, information about how you use the Service and information about how you connect to the Service for this purpose.
5. To carry out our obligations arising from any agreements entered into between you and us. We will use information we collect directly from you, information about how you use the Service and information about how you connect to the Service for this purpose.
6. To notify you about changes to the Service and address complaints, comments and issues you have in relation to your use of the Service. We will use information we collect directly from you for this purpose.
7. To prevent, detect and investigate illegal activities, breaches of any agreements entered into between you and us and threats to the security of the Service. We will use information we collect directly from you, information about how you use the Service and information about how you connect to the Service for this purpose.
8. To produce aggregate statistical information and analytics about users of the Service from which individuals cannot be identified.

#### 4. **Disclosure of Personal Information**

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries and the employees, agents, officers, directors and contractors of the foregoing entities. These companies will only use your personal information in the same way as we can under this Privacy Policy.

We may disclose your personal information to third parties:

- Who provide a service to us. These third parties will only be allowed to use your personal information in accordance with our instructions and will be required to keep your information secure.
- In the event that we sell or buy or transfer any business or assets (in part or whole), in which case we may disclose your personal information to the prospective seller, buyer or recipient of such business or assets.
- In order to respond to a subpoena, court order or other legal duty or obligation (including without limitations requests or demands from law enforcement and government authorities and regulators).



- In order to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to, breaches of our terms and conditions fraud and situations involving potential threats to the physical safety of any person or to prevent financial loss to any person or entity, including Street Food Ventures, its customers, clients, and other parties.
- In order to enforce or apply any agreement we have with you.
- Business partners who offer a service to you jointly with us.

#### **5. Your Marketing Rights**

You have the right to ask us not to process the personal information for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data.

You can also exercise the right at any time by contacting us at [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk).

The Service may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **6. Access to Information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

#### **7. Changes to our Privacy Policy**

Any changes we may make to our privacy policy in the future will be posted on this page.

We reserve the right, at our discretion, to change, modify, add or remove portions of this Privacy Policy at any time. If we change any portions of this Privacy Policy, the changes will be updated on this Privacy Policy page. You should periodically review our Privacy Policy page for any such changes. Please further note, depending on your particular interaction with us, different portions of this Privacy Policy may apply to you at different times.



## 8. Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@britishstreetfood.co.uk](mailto:info@britishstreetfood.co.uk).

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