



General terms and conditions for restaurants

This are general terms and conditions between Opgehaald and his restaurants.

1. Definitions

Offer: The products and services a restaurant offers to the a consumer through the platform Opgehaald.

Order: An order placed by a consumer by a restaurant from Opgehaald.

Consumer: A person who doesn't act in behalf of a professional company.

Agreement: An agreement between the consumer with the restaurant regarding an order.

Platform: A place where the service is made available, could be website, app etc.

Restaurant: A company that prepares and sells meals, beverage and related articles and uses the platform, services and payment establishment that Opgehaald delivers.

Boxes: Place where the food and beverage and related articles will be placed by delivery gay.

Service: The services / activities that are offered to a consumer by Opgehaald, including publication of the offers, facilitation of the conclusion of agreements and transmission of orders to the relevant restaurant and delivery to the boxes.

2. Identity of Opgehaald

Opgehaald is a fictional company of Project group 10, Industrial design from University of Twente set up by:

DaanSoede

Lisette Hoogekamp

Hanneke Reuvenkamp

Hessel Klapwijk

Sanne van der Molen

TjerkWesterduin

3. Applicability

1. Opgehaald is not responsible for the Offer. The restaurants shall be applicable to the offer.

2. By placing an Order the Consumer directly concludes an agreement with the Restaurant for delivery of the offer selected by the consumer.

4. The offer

1. Opgehaald publishes the Offer on behalf of the Restaurants on the Platform. Opgehaald shall not accept any responsibility or liability for the contents of the Offer and the Restaurant information on the Platform.

2. Opgehaald presents restaurant information in such a way that it is clear to the consumer what his rights and obligations are after having accepted the Offer.

5. The agreement

1. The Agreement is compulsory from the moment the consumer finalizes the order by clicking the button 'betalen' during the process of placing an order through the platform.

2. The agreement can only be executed if the consumer provides correct and complete contact information when finalizing the order.

3. The restaurant and Opgehaald need to be able to the contact the customer by data as indicated by the customer. If not the agreement can be canceled.

4. Restaurants need to have their food ready at the correct pick up indicated on the on the order.

5. When the food is not ready on the indicated time, the agreement will be annulled, and Opgehaald is in need to repaying the money to the costumers.

6. When article 5.5 will occur more often than 10% of daily amount, Opgehaald is necessitated to keep the money. Opgehaald is allowed block temporarily or end contract definitive with restaurant.

7. Opgehaald shall not take any liability on the execution of the agreement.

8. The agreement includes that Opgehaald keep for themselves 12% of the payment. That will be exclusive delivery costs.

6. Dissolution of agreement and cancellation of the order

1. The Restaurant is entitled to cancel the Order, for example in case of force majeure, if the Offer is no longer available or if the Consumer has provided an incorrect or unreachable telephone number.

2. It can occur that in cases of force majeure, if the Offer is no longer available, ore order is not correct the agreement will be cancelled. This can happen 15% of daily amount. When it occurs more often Opgehaald is allowed to block temporarily or end contract definitive with restaurant.

3. Opgehaald is entitled to refuse Orders and cancel Agreements on behalf of the Restaurant, if there is reasonable doubt about the correctness of the Order. If Opgehaald cancels an Order that has already been paid for, Opgehaald shall transfer that amount into the same account as from where the payment was made. If the Consumer places orders that can be proven to be false or fraudulent, Opgehaald will report this to the police.





7. Payment

1. At the moment the Agreement is concluded as describe in this article 5.1 of the present general terms and conditions for consumers, a payment obligation shall arise for the Consumer to fulfil towards the Restaurant.
2. According article 6. 3 of these General terms and conditions for consumers, the (partial) reimbursement of an online payment shall only be possible if the order cannot be delivered (entirely). The reimbursement shall always be realized into the same account as the one from which the payment has been made.
3. The Restaurant authorize Opgehaald to accept the Consumer's online payment on their behalf.

8. Complaints settlement

1. Complaints from the Consumer about the Offer, the Order or the performance of the Agreement, are to be filed with the Restaurant. In case of complaints Opgehaald can only play a mediating role.
2. Once the complaint has been received by Opgehaald, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Opgehaald aims to handle the complaint as soon as possible, but not later than within 2 weeks.
3. When complaints are about the offer or responsibility of the restaurant, the restaurants needs to improve within 2 weeks. Opgehaald is allowed block temporally or end contract definitive with restaurant.

9. Applicable law and competent courts

1. Agreements between Opgehaald and the restaurants to which these General Terms and Conditions for restaurants are applicable, shall be governed by the laws of The Netherlands.
2. Any disputes between Opgehaald and the restaurants relating to the conclusion or performance of agreements regarding the Service, can only be submitted to the competent Dutch court, both by Opgehaald and the consumer.

10. Inspection and correction of stored restaurant data

1. Opgehaald shall store restaurant data . The storage of restaurants are subjected to the Privacy Statement.



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3. Applicability

1. The present General Terms and Conditions for Consumers are only applicable to the Service. Opgehaald 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.

2. By placing an Order the Consumer directly concludes an agreement with the Restaurant for delivery of the Offer selected by the Consumer.

4. The offer

1. Opgehaald publishes the Offer on behalf of the Restaurants on the Platform. Opgehaald shall not accept any responsibility or liability for the contents of the Offer and the Restaurant information on the Platform.

2. Opgehaald presents restaurant information in such a way that it is clear to the consumer what his rights and obligations are after having accepted the Offer.

5. The agreement

1. The Agreement is compulsory from the moment the consumer finalizes the order by clicking the button 'betalen' during the process of placing an order through the platform.

2. The agreement can only be executed by the restaurant if the consumer provides correct and complete contact information when finalizing the order.

3. The consumer is obliged to report any inaccuracies in the payment data that were supplied toOpgehaald and the Restaurant.

4. The consumer need to be available by telephone or email for both the restaurant and Opgehaald through the contact data as indicated by himself. If one of both parts has any questions regarding the agreement.

5. If the consumer decides to have the order he should be present at the correct delivery time indicated by the consumer in order to take away the order.

6. When consumer is not at the boxes at the self-indicated time, the consumer has 15 minutes to pick up his meal after self-indicated time. After that the agreement will be annulled.

7. Opgehaald shall not take any liability on the execution of the agreement.

8. The agreement includes an offer and a locker/ delivery costs. The costumer will pay for 1 locker when you have 2 warm or cold meals. When you have 1 cold and 1 warm meal the costumer needs to pay for 2 lockers.

6. Dissolution of agreement and cancellation of the order

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

2. The Restaurant is entitled to cancel the Order, for example in case of force majeure, if the Offer is no longer available or if the Consumer has provided an incorrect or unreachable telephone number.

3. Opgehaald is entitled to refuse Orders and cancel Agreements on behalf of the Restaurant, if there is reasonable doubt about the correctness of the Order. If Opgehaald cancels an Order that has already been paid for, Opgehaald shall transfer that amount into the same account as from where the payment was made. If the Consumer places Orders that can be proven to be false or fraudulent, Opgehaald will report this to the police.



7. Payment

1. At the moment the Agreement is concluded as describe in this article 5.1 of the present general terms and conditions for consumers, a payment obligation shall arise for the Consumer to fulfil towards the Restaurant. The Consumer may fulfil this payment obligation by using an online payment method through the Platform.
2. According article 6. 3 of these General terms and conditions for consumers, the (partial) reimbursement of an online payment shall only be possible if the order cannot be delivered (entirely). The reimbursement shall always be realized into the same account as the one from which the payment has been made.
3. The Restaurant has authorized Opgehaald to accept the Consumer's online payment on behalf of the Restaurant.

8. Complaints settlement

1. Complaints from the Consumer about the Offer, the Order or the performance of the Agreement, are to be filed with the Restaurant. In case of complaints Opgehaald can only play a mediating role.
2. If the Consumer has a complaint about the Service, the complaint is to be communicated through the link on the site from Opgehaald or ordinary mail to the Opgehaald customer service.
3. Once the complaint has been received by Opgehaald, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Opgehaald aims to handle the complaint as soon as possible, but not later than within 2 weeks.

9. Applicable law and competent courts

1. Agreements between Opgehaald and the consumer to which these General Terms and Conditions for Consumers are applicable, shall be governed by the laws of The Netherlands.
2. Any disputes between Opgehaald and the consumer relating to the conclusion or performance of agreements regarding the Service, can only be submitted to the competent Dutch court, both by Opgehaald and the consumer.

10. Inspection and correction of stored personal data

1. Opgehaald shall store personal data relating to the Consumer. The storage of personal data is subject to the Privacy Statement.