

GETIR UK LIMITED

In Store Purchase Terms and Conditions

Please read these terms and conditions carefully before using the Getir In Store Purchase Service.

Effective Date: May 2022

What's in these Terms and Conditions?

1. These In Store Purchase Terms and Conditions (the “**In Store T&Cs**”) apply when you use the Getir UK In Store Purchase Service (the “**In Store Service**”).
2. By ordering and purchasing products using the **In Store Service**, you agree to be bound by these **In Store T&Cs**.
3. We reserve the right to change these **In Store T&Cs** at any time (subject always to your legal rights). If you think that there is a mistake in these **In Store T&Cs** or changes are required, please contact us to discuss.

Information about us

4. This **In Store Service** is operated by Getir UK Limited (“**we**”, “**our**”, “**us**”). We are registered in England and Wales under company number 12548945 and have our registered office at WeWork, 30 Stamford Street, London, SE1 9LQ. Our registered VAT number is 353 85 77 64. We provide a rapid delivery grocery service.

Acceptance of these Terms and Conditions and use of the In Store Purchase Service

5. By using our **In Store Service**, you confirm that you accept these **In Store T&Cs** and that you agree to comply with them. If you do not agree to these **In Store T&Cs**, you must not use our **In Store Service**.
6. You must be aged 18 or older to use our **In Store Service**. You must not use our **In Store Service** if you are under the age of 18.

Making an In Store Purchase

7. **How to order.** To make a purchase using our **In Store Service**, you must make an order for products (the “**Order**”) on the Getir web application (the “**Site**”) available on the device (the “**Device**”) located in the Getir store. The Device may only be used to access the Site for the purpose of placing an **Order**.
8. **Collecting your Order.** Once you have placed your **Order** on the **Site**, you will be shown an order number on the Device. Your **Order** will be prepared by our dedicated in store staff (our “**Staff**”) while you are waiting in store and you will be notified when your order number is ready to collect. Our acceptance of your **Order** will only take place once we have received payment from you.
9. **In-store behaviour.** When going to see or access any Getir location, you must comply with instructions provided by any signage or members of our **Staff**. Without limitation of applicable instructions, our **Staff** may ask you to provide your name, show valid photo ID and/or wait for your Order in a designated area. Any photography, video recording, and/or audio recording inside a store is strictly prohibited.
10. **Availability.** The **In Store Service** is available at selected stores only. Store hours may vary and are subject to change.

11. **Cancelling or making changes to your Order.** Once you have placed your Order on the Device, you will not be able to modify it. However, you may cancel the Order at any time prior to payment by notifying a member of our **Staff**.

12. **Age-restricted products.** Getir is operating a Challenge 25 policy, therefore our **Staff** will ask you if you are ordering age-restricted products, including but not limited to alcohol and tobacco, to show a form of identification to verify your age, if you look 25 or under. If you are unable to verify your age, Getir reserves the right to refuse sale/and or supply of the age-restricted products to you. Our **Staff** will ask you to verify your age prior to payment being made for your **Order**.

13. **If we cannot fulfill your Order.** An **Order** is accepted subject to availability. If we are unable to fulfill your **Order**, your **Order** will be cancelled and we will provide a full refund.

Our Products

14. **Products may vary slightly from their pictures.** The images of the products on our **Site** are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the Device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

15. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our **Site**.

Price, Payment and Receipt of Purchase

16. **Product prices.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your **Order**. We take all reasonable care to ensure that the price of the product advertised to you is correct.

17. **If we got the price wrong.** Despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your **Order** so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If we accept and process your order where a pricing error is obvious and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

18. **How you must pay.** We accept the following types of payment methods: Visa, V Pay, Mastercard, Maestro, American Express, Discover, Diners Club, Union Pay, Google Pay and Apple Pay. We do not accept cash.

19. **Receipt.** You will receive a receipt for your purchase by email.

Inspections and Returns

20. **Inspection.** Once you have collected your **Order**, you should inspect the products to confirm that they conform to the quality, description and quantity ordered whilst you remain in the store.

21. **Refunds.** Any refunds due to you will be made to the original payment method while you are in the store only. For orders made using the **In Store Service**, partial refunds are not available and the **Order** can only be cancelled in full.

22. **Returns.** Should you wish to return a non-perishable product purchased using the **In Store Service**, this can only take place in the store where you made your **Order**. You will not be able to return perishable items such as grocery and food products that are likely to deteriorate or expire quickly (except if damaged or faulty), products sealed for health protection or hygiene purposes, and products which become mixed inseparably with other items. If you contact us about your **Order** by telephone or in writing, our Customer Service team will direct you to attend the store where you originally made your **Order** and you will need to bring the product and proof of purchase with you. You must return any products within 30 days.

How to contact us

23. **How to tell us about problems.** If you have any questions or complaints about a product or your Order, please return to the store where you made the purchase and notify a member of our **Staff**. You can also telephone our Customer Service team at [+441224051971](tel:+441224051971) or write to us at support@getir.com who will direct you to the store.

24. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. If your product is goods, for example a mobile phone charger, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

25. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, you must attend the store in which you made your **Order**.

Getir App Offers and Promotions

26. Getir App Offers and Promotions are not available for purchases made using the **In Store Service**.

Changes to our Site and In Store Service

27. We may update and change the **Site** and **In Store Service** from time to time to reflect changes to our products, our users' needs and our business priorities. Any of the content on the **Site** and may be out of date at any time and we are under no obligation to update or maintain such content.

Our responsibility for loss or damage suffered by you

28. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

29. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for faulty products under the Consumer Protection Act 1987.

30. **We are not liable for business losses. We only supply the products for domestic and private use and consumption.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Personal information

31. We will collect certain personal data (e.g. your email address) when you use the **In Store Service** however we will only use your personal information as set out in our Privacy Notice.

Other Important Terms

32. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these **In Store T&Cs** to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

33. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

34. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

35. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

36. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

37. Which country's laws apply to any disputes? These **In Store T&Cs** and all agreements to which they apply and all ensuing or associated non-contractual obligations are governed by the laws of England and Wales.