

## **Terms and Conditions**

### **In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

### **Confidentiality**

RushForMe will take reasonable steps to protect personal information from misuse, loss and unauthorized access, modification or disclosure.

Except as otherwise stated, we may use information collected via this site to improve the content of our site, to customize the site to your preferences, to communicate information to you, and for any other purpose specified.

RushForMe may use the personal information that you submit on our website and process that information in order to provide goods and services. Generally, we may use your personal information in the ways in which you would expect, including but not limited, to any of the following purposes:

- a) to register for membership online;
- b) to process any job application you may submit;
- c) to provide you with any service or promotion information;
- d) to process any online ordering;

- e) to determine the number of visitors to our websites and conduct reviews of our sites;
- f) to fulfil prizes, awards and purchases;
- g) to respond to specific requests from visitors;
- h) to keep you informed about any changes to our websites;
- i) to conduct marketing research; and
- j) to now and again send you offers or information on products or services that we consider will be of interest to you.
- k) to work on the feedback submitted by you;

### **Third Party Disclosure**

All information provided to RushForMe on its website is considered to be confidential and will not be disclosed by any third party except as may be required for the provision of the services.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

RushForMe may share statistics and personal information between themselves and with companies that are related to RushForMe including our branches. Generally, we may share your personal information to any third party in the ways required for the delivery of services, including but not limited, to any of the following purposes:

if you have provided your express consent to share the information;

if company is required or authorized by law to disclose the information;

if you place an order via our internet order system, your details will be passed on to PayU, who receive your credit card details for internet order payment. PayU is a secure internet payment gateway that secures your credit card number during transmission. See: [www.payumoney.com](http://www.payumoney.com) for further details.

Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

### **Disclaimer**

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## **Payment**

Cash, Personal Cheque, all major Credit/Debit Cards, Bankers Draft are all acceptable methods of payment.

Cash Back or Discount on Payment page:

## **PayU Money**

On making online payments through our payment gateway PayU Money, it is understood that you are accepting the terms and conditions for using the PayU Money. Please check the link <https://www.payumoney.com/termsandconditions.html>.

Cash back or Discount offered on the payment method selection page of RFM is given by the respective payment method partners. These discounts are not being provided by RushForMe India.

In case of refund, the respective transaction's discount will be debited.

Returned cheques will incur a minimum charge of Rs 500 to cover banking fees and administrative costs. In an instance of a second returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

Company does not store any of your credit card details

### **Use Credits.**

During registration, users are required to select a package from our pricing list; this amount is called credits in your account.

The credits are valid till the expiry date of the package selected, the amount gets cancelled after the expiry of the validity period.

When the funds are not sufficient in the account, the users have to use the online checkout option or buy or renew the package.

Any amount due to RushForMe is deducted from credits, without any prior intimation.

### **Terms and conditions for service & delivery**

Services are available in Hyderabad region only

Services cannot be delivered if your address is falling outside the Hyderabad region and your delivery locality is not listed as per our website's address locator. The Company reserves the right to refuse or to accept or to cancel any order from any customer beyond the serviceable area.

Service and delivery guarantee is not applicable when operating conditions are not suitable, such as heavy rainfall, public Strikes and lockouts, Riots, etc.

Service and delivery guarantee is not applicable on the New Years Eve, on Ganesh Festival, Christmas and Durga Pooja, etc, however, the Company would try its best to provide the guaranteed service. Service and delivery guarantee may be withdrawn temporarily in view of any such difficult operating conditions. Company reserves the right to withdraw the service guarantee without prior intimation.

The Company shall not have any liability to customer if the customer's order fails to meet in whole or in part such scheduled delivery time

It shall be the responsibility of the customer to ensure that delivery instructions are clear and concise.

The acceptance of order shall be at the entire discretion of RushForMe.

RushForMe reserves the right, in its sole discretion, without limitations, conditions and/or qualifications, and without need of prior notification, to limit, change, modify or cancel any order, and/or to refuse any service to any customer for any reason attributable to the unavailability of the staff, or other circumstances and conditions beyond the control of RushForMe which would render impossible or delay the fulfilment of its obligations.

Once the order has been placed it cannot be changed or cancelled by the customers for any reason

The customer is liable to pay service charges, waiting charges (at present Rs. 50/- (Rupees Fifty) per half an hour) plus service tax and other taxes as may be applicable from time to time.

It is customer's responsibility to ensure that customer himself/herself or an appropriate person is available at the delivery address, if customer or appropriate person fails to be present at the given address, then the company is not held responsible for the failure in service. The company is entitled to charge the customer in full the cost incurred in connection with the order, customer shall pay in cash all fees and charges (including waiting charges) incurred, including any and all applicable taxes, at the rate in effect when the charges were incurred.

While placing the order on RushForMe website [www.rushforme.com](http://www.rushforme.com), customers may choose the online payment option, upon which they shall be redirected to an external payment gateway, on which they are required to follow the payment gateway's separate instructions for effecting online payment. The payment gateway is not under RushForMe's control, and RushForMe is not responsible for and shall not be liable to any extent or in any manner for any payment-related or internet-related issues faced by customers in relation to online payments, and customers shall indemnify and keep fully and effectively indemnified RushForMe and its affiliates in this regard.

In case of any dispute or difference in respect of the promotion, service, pricing the decision of RushForMe shall be final and binding on all concerned.

Prices are subject to change without notice.

It is clarified that, by placing an order/s through RushForMe Website or Number, a customer unconditionally and fully accepts all above terms and conditions of RushForMe.

Disputes, if any, are subject to the jurisdiction of the competent court/s at Hyderabad only.

The time frame mentioned on the website will be calculated from the time printed on the invoice till the rider reaches the security gate or reception or the premises of the customer.

RushForMe reserves the right to reject the order or to cancel the same once it is accepted:

In case HRPL is unable to contact the customer due to any reason whatsoever on the mobile / landline number of the customer as provided by the customer at the time of placing the order.

In case of non receipt of payment in full or in part in any previous order

In case of abuse to any employee/ representative /riders of HRPL in any previous incident

If there is a trend of order cancellations

If there is a trend of frequent complaints and consequent replacements

If customer has provided wrong, inaccurate, incomplete or incorrect address

If customer's address is not falling in defined delivery area of the nearest or any other restaurant or beyond the delivery area of RushForMe

In view of difficult operating conditions for RushForMe like heavy traffic or bad weather condition or New 'Year's eve, during Ganesh festival, Christmas and Navratri, political rallies etc

In any other event at the sole discretion of RushForMe, without the need to assign any reason or explanation

## **Vouchers**

Vouchers include printed, mobile and email Vouchers

Please apply Vouchers code before placing the order

All prices are exclusive of taxes

The Vouchers code is not case sensitive

The Vouchers may not work if the conditions defined in the Voucher details are not fulfilled in the order

Company holds the right to accept or reject any Voucher without giving any reason whatsoever

The Vouchers are valid for specified period only and will not be accepted after the expiry of the validity period

Redeemable voucher is not valid in conjunction with any other Offer / Promotion / Scheme

Only one coupon is valid per order

Redeemable voucher cannot be exchanged for cash

Redeemable voucher is not meant for sale separately

Redeemable voucher is non-substitutable

Company shall not be liable for any loss, damage, theft, malfunction or any defect caused to or noticed in the Redeemable voucher once in the possession of the customer. No claims of any nature will be entertained in this regard

Company reserves the right to extend / modify / terminate and / or the term voucher thereof at its discretion and without prior notice and without assigning any reasons for the same.

### **Modify / Cancel the Online Order**

The online order once placed cannot be modified or cancelled either through the website or offline by calling the customer service. However you can get updated on the status of the order by calling the restaurant directly. Cancellation of the package/policy depends on company's discretion, no claims from the clients behave would be entertained what so ever may be the reason. In case, company decides to cancel a package/policy, we reserve the right to levy a charge to cover any subsequent administrative expenses, if any. In case the order which is paid through credit card / use credits is cancelled due to non availability of staff, the amount will be returned by reversing the transaction by the Company. The same would reflect in the next credit card statement.

### **Termination of Agreements and Refunds Policy**

Both the Client and we have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused services shall be refunded.

### **Availability**

Unless otherwise stated, the services featured on this website are only available within Hyderabad. All advertising is intended solely for the Hyderabad market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. You're accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

## **Copyright Notice**

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Sitemap

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