

# Terms & Conditions

## Food Delivery & takeaway

### TERMS & CONDITIONS OF ORDER AND DELIVERY (“TERMS AND CONDITIONS”)

These Terms and Conditions apply to all food delivery orders that are placed with FOC Group via our website at [www.foc.group](http://www.foc.group). By placing your food delivery order with us, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.

### RISKS, LIABILITIES AND INDEMNITY

1. For the avoidance of doubt, the terms “**you**”, “**your**”, “**yours**” and “**yourself**”, shall mean the Company (if this Food Order is confirmed by the Company) or the Contact Person(s) (if this Event Agreement is confirmed into by a Contact Person(s)). The terms “**we**”, “**us**”, “**our**” and “**ourselves**”, shall mean FOC Group:  
FOC Restaurant Pte Ltd (Company Registration No. 201512465C)  
FOC Orchard Pte Ltd (Company Registration No. 201603115R)  
FOC Sentosa Pte Ltd (Company Registration No. 201512465C)  
And , its respective assigns, successors, parent, affiliated and subsidiary companies.
2. You hereby voluntarily assume the risks inherent in ordering food and beverage from our establishment. You hereby exclude us (including officials, directors, employees, servants, agents and representatives) from all liability for any loss, cost, damage, injuries or death that may however be caused to you or your guests to the fullest extent permitted by law.
3. You further agree to indemnify, defend, and hold us harmless (including our officials, directors, employees, servants, agents and representatives) from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable legal fees, or otherwise caused by you and/or your guest(s)' wrongdoing, negligence or wilful misconduct.

### ORDER POLICY:

1. Please note that we only do delivery within the distance specified at [www.foc.group](http://www.foc.group)
2. A minimum order for food & drinks delivery is of SGD75 (inclusive of GST), unless otherwise specified
3. You are required to make a payment via debit card or credit card when you place your order. We do not accept cash payments upon delivery or any other modes of payment
4. All pricing displayed is exclusive of GST, the final price including GST are displayed in the Cart and in Checkout Page.
5. The food images and descriptions on our webpage are for illustration purposes only. The food you received are pack in containers and may differ from the pictures online.
6. Please do inform us if you and/or your guest have any food allergies. While we strive to our best possible ability to prepare food for orders with dietary allergies, please be informed that there will always be risks for cross-contamination in a kitchen and take note if you and/or your guest has severe allergies to certain food produces/ ingredients.
7. There is strictly no refund, change of orders or cancellation once the order has been confirmed or payment has been made.
8. Order amendments is not allowed for confirmed orders paid via debit / credit card. If a customer wishes to add on items to their delivery they may proceed with another new order stating in the additional comments of the current order, the previous order number for joint delivery. Joint delivery will be subjected to the availability of transport vehicles depending on the time lapse between both orders
9. You agree to inspect the food at the point of delivery to ensure that the delivered food correspond with the order
10. Cutlery will not be provided.
11. We advise that all food orders are to be consumed within 1 hour of collection/delivery. Consumption time MAY be extended for another 2 more hours upon reheating AT THE CORRECT TEMPERATURE AND TIME. You hereby exclude us (including officials, directors, employees, servants, agents and representatives) from all liability for any loss, cost, damage, injuries or death that may however be caused to you and/or your guests arising from the consumption of food orders 2 hour after delivery or collection TIME to the fullest extent permitted by law.

## DELIVERY POLICY

1. We do not provide delivery services for orders below SGD75 (inclusive of GST). Please arrange to self-collect your orders at one of our outlets specified at [www.foc.group](http://www.foc.group). Customers may however opt for a pickup option for all orders below SGD75 (inclusive of GST).
2. We make every effort to deliver your order within the specified delivery time. However, unforeseen circumstances like act-of-God or traffic/parking restrictions may result in delays. All delivery times stated, agreed or represented by us are meant to be indicative estimates only, and we will not be bound by or responsible for any inconvenience or loss arising to you from late deliveries.
3. Our food and delivery service is subject to the availability of our resources, and we reserve the right to cancel or reject any order that you may place with us.
4. In the event that we are unable to make delivery because no one is present at the delivery destination to receive the order within 10 minutes and not contactable by phone, we will refund 85% of the order value. No further refunds will be made.

## OTHER TERMS AND CONDITIONS

1. While every care has been taken in providing this information, FOC Restaurant Pte Ltd , FOC Orchard Pte Ltd, FOC Sentosa Pte Ltd, or its agencies cannot be held responsible for any inaccuracy.
2. Access to our website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reason. We shall not be liable to you or any third party for any damage or loss whatsoever, including but not limited to direct, indirect, punitive, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to your computer, software, modem, telephone or other property, arising directly or indirectly from:
  - (i) your access to or use of our website;
  - (ii) any loss of access to or use of our website, howsoever caused;
  - (iii) any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the contents on our website; or
  - (iv) any delay or interruption in the transmission of the content on our website, whether caused by delay or interruption in transmission over the internet or otherwise.
3. We may update the details of our products (including the applicable prices), and these Terms and Conditions, from time to time without prior notice by posting a new version on this website. You should check this website regularly to ensure that you are familiar with the most updated information and Terms and Conditions.
4. The Terms and Conditions shall be governed and construed by Singapore law. You agree to submit all disputes arising out of or in connection with this Terms and Conditions to the exclusive jurisdiction of the Singapore courts.

## TERMS & CONDITIONS OF TAKE-AWAY ORDERS (“TERMS AND CONDITIONS”)

These Terms and Conditions apply to all food take-away orders that are placed with FOC Restaurant Pte Ltd , FOC Orchard Pte Ltd, FOC Sentosa Pte Ltd, via our website at [www.foc.group](http://www.foc.group). By placing your food delivery order with us, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.

## RISKS, LIABILITIES AND INDEMNITY

1. For the avoidance of doubt, the terms **“you”**, **“your”**, **“yours”** and **“yourself”**, shall mean the Company (if this Food Order is confirmed by the Company) or the Contact Person(s) (if this Event Agreement is confirmed into by a Contact Person(s)). The terms **“we”**, **“us”**, **“our”** and **“ourselves”**, , shall mean FOC Group:  
FOC Restaurant Pte Ltd (Company Registration No. 201512465C)  
FOC Orchard Pte Ltd (Company Registration No. 201603115R)  
FOC Sentosa Pte Ltd (Company Registration No. 201512465C)  
its respective assigns, successors, parent, affiliated and subsidiary companies.

2. You hereby voluntarily assume the risks inherent in ordering food and beverage from our establishment. You hereby exclude us (including officials, directors, employees, servants, agents and representatives) from all liability for any loss, cost, damage, injuries or death that may however be caused to you or your guests to the fullest extent permitted by law.
3. You further agree to indemnify, defend, and hold us harmless (including our officials, directors, employees, servants, agents and representatives) from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable legal fees, or otherwise caused by you and/or your guest(s)' wrongdoing, negligence or wilful misconduct.

#### **ORDER POLICY:**

1. There is no minimum order for take-away orders
2. You are required to make a payment via debit card or credit card when you place your order online at our website (in this case we don't accept cash payments upon collection). We do accept cash payments upon collection or any other modes of payment available at the Restaurant, when the order is made.
3. All pricing displayed is as per the one displayed at [www.foc.group](http://www.foc.group)
4. The food images and descriptions on our webpage are for illustration purposes only. The food you received are pack in containers and may differ from the pictures online.
5. Please do inform us if you and/or your guest have any food allergies. While we strive to our best possible ability to prepare food for orders with dietary allergies, please be informed that there will always be risks for cross-contamination in a kitchen and take note if you and/or your guest has severe allergies to certain food produces/ ingredients.
6. There is strictly no refund, change of orders or cancellation once the order has been confirmed or online payment has been made.
7. Order amendments is not allowed for confirmed orders paid via debit / credit card. If a customer wishes to add on items to their delivery they may proceed with another new order stating in the additional comments of the current order, the previous order number for joint delivery. Joint delivery will be subjected to the availability of transport vehicles depending on the time lapse between both orders
8. You agree to inspect the food at the point of delivery to ensure that the delivered food correspond with the order
9. Cutlery will not be provided.
10. We advise that all food orders are to be consumed within 1 hour of collection/delivery. Consumption time MAY be extended for another 2 more hours upon reheating AT THE CORRECT TEMPERATURE AND TIME. You hereby exclude us (including officials, directors, employees, servants, agents and representatives) from all liability for any loss, cost, damage, injuries or death that may however be caused to you and/or your guests arising from the consumption of food orders 2 hour after delivery or collection TIME to the fullest extent permitted by law.
11. We make every effort to prepare your order within the specified order time. However, unforeseen circumstances may result in delays. All order times stated, agreed or represented by us are meant to be indicative estimates only, and we will not be bound by or responsible for any inconvenience or loss arising to you from delays.
12. Our food service is subject to the availability of our resources, and we reserve the right to cancel or reject any order that you may place with us.
13. In the event that you are unable to pick up the food order within 30 minutes of order time and you are not contactable by phone, we will dispose of the order and make a refund of 85% of the order value. No further refunds will be made.

#### **OTHER TERMS AND CONDITIONS**

1. While every care has been taken in providing this information, FOC Restaurant Pte Ltd , FOC Orchard Pte Ltd, FOC Sentosa Pte Ltd, or its agencies cannot be held responsible for any inaccuracy.
2. Access to our website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reason. We shall not be liable to you or any third party for any damage or loss whatsoever, including but not limited to direct, indirect, punitive, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to your computer, software, modem, telephone or other property, arising directly or indirectly from:
  - (i) your access to or use of our website;
  - (ii) any loss of access to or use of our website, howsoever caused;
  - (iii) any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the contents on our website;or
  - (iv) any delay or interruption in the transmission of the content on our website, whether caused by delay or interruption in transmission over the internet or otherwise.

3. We may update the details of our products (including the applicable prices), and these Terms and Conditions, from time to time without prior notice by posting a new version on this website. You should check this website regularly to ensure that you are familiar with the most updated information and Terms and Conditions.
4. The Terms and Conditions shall be governed and construed by Singapore law. You agree to submit all disputes arising out of or in connection with this Terms and Conditions to the exclusive jurisdiction of the Singapore courts.