

7. Click & Collect Terms and Conditions (“Click & Collect Terms”)

About these Click & Collect Terms and about us

- 7.1. This section 7 of the Terms contains the Click & Collect Terms on which you may pre-order and pay for Wild Bean Café food and beverages, groceries and other goods (the “**Products**”) and we supply the Products through our Click & Collect service to you at your convenience during the normal operating hours of the Collection Sites (as indicated in section 7.30 below).
- 7.2. These Click & Collect Terms form part of the Terms and, to avoid doubt, the other sections of the Terms apply to these Click & Collect Terms.
- 7.3. Please read these Click & Collect Terms carefully before you complete an Order as they contain important information, such as who we are, how you collect the Products and what to do if there is a problem.
- 7.4. We are BP Oil UK Limited, a company registered in England and Wales. Our company registration number is 00446915 and our registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP. In these Click & Collect Terms references to “**BP**”, “**we**”, “**our**” or “**us**” means BP Oil UK Limited.
- 7.5. You are a consumer who has downloaded and completed the setup of your account on the BPme App provided by us so that you are a BPme App account holder.
- 7.6. You can contact us by telephoning our customer service team at 0800 402 402 or by writing to us at careline@bp.com.
- 7.7. If we have to contact you, we will do so by telephone, via the BPme app or by writing to you at the email address or postal address you provided to us. To avoid doubt, when we use the words “writing” or “written”, this include email.
- 7.8. BP may suspend this Click & Collect service from time to time (in its entirety or with respect to certain Collection Sites). In such circumstances, the relevant Collection Site(s) will be ‘greyed out’ within the Click & Collect function in the BPme App. This will not affect any Order that you have already submitted.

Our Click & Collect contract with you

- 7.9. When you submit a Click & Collect order for Products by completing the checkout process on the BPme App (“**Order**”), you are agreeing to these Click & Collect Terms (including that you are a BPme App account holders (in accordance with section 7.5 above)) and you are making an offer to purchase certain Product(s) from us.
- 7.10. When you submit your Order, it does not constitute acceptance of your Order by us. To avoid doubt, we are free to accept or reject your Order at any time until you collect the Product(s) you ordered from us at a Collection Site.
- 7.11. We will notify you via the BPme App and via the email you provided to us as soon as possible to acknowledge receipt of your Order by providing you with a confirmation summary and your Order number (unless a technical fault, system outage or event beyond BP’s reasonable control prevents this). This is an automatic Order confirmation and does not constitute an acceptance or rejection of your Order by us.
- 7.12. If you do not receive an Order confirmation, we may not have safely received your Order. You should check the ‘Order History’ section of the BPme App for confirmation of whether we have received your Order. If the ‘Order History’ section of the BPme App does not contain confirmation of your Order, we recommend that you contact us using the details set out at section 7.6 above to check whether we have received your Order.
- 7.13. You cannot amend your Order once it has been submitted. You may cancel your Order at any time before you collect the Product(s). In these circumstances, and if you have already paid for the Product(s), you will receive a full refund to the payment instrument you used for making payment or, if that payment instrument has since expired, to another payment instrument belonging to you. To arrange this, please visit a Collection Site or contact our customer service team at the details set out in section 7.6 above.
- 7.14. Our acceptance of your Order occurs only when you collect the Product(s) that you ordered from us in your Order at a Collection Site.

- 7.15. Before we have accepted your Order, we may reject your Order for any reason, including:
- 7.15.1. legal reasons such as if you breach these Click & Collect Terms or if you do not meet the relevant legal age limit for an age-restricted Product (see section 7.22 below);
 - 7.15.2. if the Product(s) you have requested is not in stock at the relevant Collection Site;
 - 7.15.3. if you fail to collect the Product(s) within the time slot indicated during the Order process;
 - 7.15.4. where there are unexpected limits on our resources which we could not reasonably plan for;
 - 7.15.5. where we have identified an error in the price or description of the Product(s); and
 - 7.15.6. if we do not receive your payment when you submit your Order.
- 7.16. If we reject your Order and you have not received the Product, we will inform you of this in writing (via email) and, if you have already paid for a Product, we will refund you in full as soon as possible to the payment instrument you used for making payment or, if that payment instrument has since expired, to another payment instrument belonging to you. If you have not received a full refund within a reasonable period of time after we reject your Order, you can call our customer services team on 0800 402 402 or visit a Collection Site to discuss the status of your refund.
- 7.17. Once you have received and paid for the Product(s) and have no right to return the Product(s) under section 7.40 below, we have fulfilled our obligations under these Click & Collect Terms and this contract would be considered completed.

Products and age-restricted Products

- 7.18. We take reasonable steps to ensure that unavailable Products are 'greyed out' and cannot be added to your basket during the Order process on the BPme App. However, we cannot guarantee that the stock availability functionality on the BPme App will always be accurate. In some limited circumstances, Products that form part of your Order may be unavailable at the Collection Site at the time of your collection. Where possible, we will substitute an unavailable Product with a Product of an equivalent or higher value (such as a larger pack of a particular Product) at no additional cost to you, otherwise we will refund the full cost of the unavailable Product to your payment instrument that you used for making payment or, if that payment instrument has since expired, to another payment instrument belonging to you.
- 7.19. The images of our Products on the BPme App are for illustrative purposes only. Although we have made reasonable efforts to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images. The packaging of the Product may also vary from that shown in images on the BPme App.
- 7.20. In accordance with our legal obligations, we will only sell age-restricted Products (including alcohol and tobacco) to customers who meet the relevant legal age limits.
- 7.21. If you place an Order for an age-restricted Product, you agree that you meet the relevant legal right and that you will verify your age on request at the Collection Site.
- 7.22. BP operates a 'Challenge 25' policy (where anybody who BP decides looks under 25 will be asked to prove their age with an acceptable form of ID). BP will refuse to sell age-restricted Products to underage customers or customers who cannot verify that they are an appropriate age. BP may also refuse the sale of certain age-restricted Products (such as alcohol) if a customer is accompanied by a child and BP thinks the alcohol is being bought for the child.

Price and payment

- 7.23. The prices of Products (inclusive of VAT, unless otherwise indicated) will be indicated on the BPme App and during the Order process.
- 7.24. It is always possible that, despite our reasonable steps to ensure correct Product prices on the BPme App, some of the Products we sell may be incorrectly priced. If this occurs, we may reject the Order in accordance with section 7.15 above.
- 7.25. We accept payment with all major credit and debit cards (which are subject to authorisation by your card provider) or using an alternative payment instrument specified as part of the Order process.

- 7.26. You must pay us at the same time as you submit your Order.
- 7.27. If we do not receive your payment for any reason when you submit your Order, you must pay us on our demand using any other payment method that we reasonably request after you submit your Order.
- 7.28. We may offer price or other promotions via the BPme App that may not be available elsewhere (such as in-store at a Collection Site).
- 7.29. Products that form part of your Order which you collect may be eligible for receiving BPme Rewards points at certain participating service stations.

Collection

- 7.30. You may only collect the Products you have ordered from participating Wild Bean Cafés or BP sites ("**Collection Sites**") during their normal operating hours (as indicated on the BPme App or our website).
- 7.31. During the Order process, we will let you know when and where you can collect the Products. Your Collection Site aims to have your Order available for the time slot indicated during the Order process.
- 7.32. In order to collect your Order from the Collection Sites, you will need to have your Order number, appropriate identification (ID) and the payment card that you used to pay for your Order.
- 7.33. If you fail to collect your Order during the time slot indicated during the Order process, your Order may be placed back into stock at the end of the trading day and we may cancel your Order in accordance with sections 7.15 and 7.16 above.
- 7.34. If the Products in your Order consist of hot food and/or beverages, such Products will be prepared on your arrival at the Collection Site during the time slot indicated during the Order process.
- 7.35. If the Products in your Order consist of goods affected by licensing restrictions (such as alcohol and hot food), you may only collect them in line with the applicable licensing restrictions which shall be indicated during the Order process for your Collection Site.
- 7.36. All Products will remain our property until you collect them.

If you are not satisfied with the Product

- 7.37. If you have any questions or complaints about a Product, please contact our customer services team on 0800 402 402 (Option 2) or at bpmeuk@bp.com or speak to staff at a Collection Site.
- 7.38. For details of our complaints handling process, please visit our Contact Us page [here](#)
- 7.39. After you have submitted your Order, you can cancel your Order at any time and receive a full refund before you collect the Product(s) in accordance with section 7.13 above.
- 7.40. Once you have collected your Product(s), you may cancel your contract following the procedure outlined at sections 7.41 - 7.42 below, if:
 - 7.40.1. the Product is faulty (including being not fit for purpose or of satisfactory quality) or misdescribed (for detailed information about your legal rights in these circumstances, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06);
 - 7.40.2. you want to end the contract because of something we have done that breaches our obligations under these Click & Collect Terms; or
 - 7.40.3. you concluded your contract with us solely via a means of distance communication (i.e. solely via the BPme App) and you wish to exercise your right to change your mind about a Product and receive a refund under the Consumer Contracts Regulations 2013) within the cooling-off period of 14 days after you (or somebody you nominate) collects the Product from the Collection Site, except that you do not have this legal right to change your mind if we accept your Order and conclude the contract when you collect the Product(s) at our Collection Site in line with section 7.14 above and in respect of any Product which:
 - a) is liable to deteriorate or expire rapidly (such as food and drinks with short expiry time limits or that must be kept refrigerated);

- b) is customised, bespoke or personalised;
 - c) is sealed for health protection or hygiene purposes, once these have been unsealed after you receive them (for example, a toothbrush or cosmetic products);
 - d) is a newspaper, periodical or magazine; or
 - e) becomes mixed inseparably with other items after you receive them.
- 7.41. To cancel your contract for a reason outlined at section 7.40 above, please let us know by contacting our customer services team on 0800 402 402 or at careline@bp.com. Please provide your name, your address, details of your Order and your email address.
- 7.42. If you cancel your contract for any reason after you are in possession of the Products, you must return them to us. You must return the Products in person to the same Collection Site where you obtained them. We will only pay the reasonable costs of a return if required by law. In all other circumstances (including where you are exercising your right to change your mind), you must pay the costs of return. We will refund you the price you paid for the Products to the payment instrument that you used to make the payment or, if that payment instrument has since expired, to another payment instrument belonging to you. We may make deductions from the refund price to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop.

Offers and Promotions – First Transaction “Spend £20 to receive £10 off”

8. Offer name – Spend £20 on your first BPme Click & Collect transaction to get £10 off.
- 8.1. The Promoter is: BP Oil UK Limited, Witan Gate House, 500/600 Witan Gate, Milton Keynes MK9 1ES.
- 8.2. During the promotional period, all new BPme Click & Collect customers can receive a £10 discount off their final total when they spend £20 or more
- 8.3. The offer ends 30/06/2021 at 23:59. Orders placed after the Closing Date will not qualify for the offer
- 8.4. The offer is open to BPme app users only and all residents in the UK
- 8.5. The £10 discount is applied automatically in the checkout prior to an order being submitted by pressing “Pay Now”
- 8.6. Discount is applied on an individual BPme accounts first BPme Click & Collect transaction. All subsequent transactions will not qualify for the offer
- 8.7. To comply with the 50p minimum alcohol unit pricing in our Scotland and Wales stores, the offer will not discount alcoholic products and will be excluded from the offer. Non-alcoholic grocery items will still be discounted.
- 8.8. Participating sites only
- 8.9. The Promoter reserves the right to hold void, suspend, cancel or amend this offer (in whole or in part), at its sole discretion
- 8.10. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 8.11. The Promoter may change these terms and conditions from time to time. Please check bp.co.uk/Collect for any changes.