



Midshire Signature Services
Unit A3, Oaklands Office Park,
Hooton Road,
Wirral,
Cheshire,
CH66 7NZ

Payment, Ordering and Feedback Service

Terms of Use

For more information, please call:

Create Support

0151 808 4277

create@midshiress.co.uk

These terms apply to all orders placed on Create, and meals, services and merchandise subsequently supplied, along with any payments made, payment methods selected and feedback provided, unless we agree otherwise in writing. Please read them carefully before placing your order.

1. Definitions and Interpretation

- **“Account holder”** means the named person for whom a Create login account has been created by the school or school meals service provider, regardless of account activation or deactivation status.
- **“Service Recipient”, “Goods Recipient”, “Meals Recipient”** the pupil, student or school staff member who will receive or consume services, goods, food, drinks or meals provided by the school or school meals service provider. The recipient of services, goods and meals may, in some circumstances, also be the Account Holder.
- **“Standard Access Level”** means an access level which permits an Account Holder to (where applicable) make payments, set up payment methods, set spend limits, place food, service or goods orders and provide feedback for a specific Service Recipient, Goods Recipient or Meals Recipient. Note that an Account holder could have (for example) Standard Access Level for a pupil at one school, and Order only access level for a pupil at the same or a different school.
- **“Order Only Access Level”** means an access level which permits an Account Holder to place food, service or goods orders and provide feedback for a specific Service Recipient, Goods Recipient or Meals Recipient. *This access level does not permit access to financial information or the ability to make payments (or set up payment methods).* Note that an Account holder could have (for example) Standard Access Level for a pupil at one school, and Order only access level for a pupil at the same or a different school.
- **“Our website”** means create.midshiress.co.uk
- **“We”, “us”, “our”** means Midshire Signature Services Ltd
- **“School Meals Provider”** means the company, local authority, school or entity who is responsible for the preparation and delivery of meals at your school.
- **“Your school”** means the school at which the person who will be receiving the ordered meals, merchandise or services attends or works at (at the time of use).

2. Your account

You are an Account Holder. Your Create account was generated for you by your School or School Meals Provider, or (in certain circumstances) an Account Holder with Standard Access Level.

Your account may be linked to one or more Service Recipients, Goods Recipients, or Meals Recipients (e.g. you are a teacher at one school and have a child at another school, or are responsible for two children at one school).

For each Service Recipient, Goods Recipient, or Meals Recipient, you will have been designated an access level - Standard Access Level or Order only Access Level. These levels are set by the relevant School or School Meals Service provider, and not by Create, and any appeals to change access level should be made to the School or School Meals Service provider.

The access level you have for each associated Service Recipient, Goods Recipient, or Meals Recipient will be displayed on the landing page after logging in, or by clicking on the Create logo at the top left of the page after logging in.

2.1 Standard Access Level

Standard Access Level comes with financial responsibility for goods purchased, services purchased and meals or food consumed, purchased or pre-ordered by or for the Service Recipient, Goods Recipient or Meals Recipient the Standard Access Level is provided for. Note that

Account Holders with Standard Level Access for a specified Service Recipient, Goods Recipient, or Meals Recipient will be responsible for (where applicable) making payments, establishing payment methods, setting spend limits and settling any debts associated with the Service Recipient, Goods Recipient, or Meals Recipient they hold Standard Access Level for. For the avoidance of doubt, a Service Recipient, Goods Recipient, or Meals Recipient will have no more than one Standard Access Level Account Holder associated with them.

Standard Access Level also permits the ordering of meals, goods and services, and the providing of feedback.

2.2 Order Only Access Level

Order Only Access Level *does not* permit access to financial records or payment information, nor does it allow the making of payments or establishing of payment methods.

Order Only Access Level permits the creation, viewing and cancelling of food and (if applicable) drink orders.

3. Meal / food delivery

3.1 For items that have been pre-ordered

- Ordering is a statement of meal preference and does not constitute a contract to supply or a guarantee.
- Your School Meals Provider will endeavor to supply meals, food and drinks that have been chosen by or on behalf of a Meals recipient. However, there may be instances where they are unable to do so, in which case an alternative meal, food or drink will be provided.

3.2 Accompaniments and desserts

Items shown on the menu may, in certain circumstances, change on the day.

3.3 What your School Meals Provider will provide

- If a fixed meal price arrangement is in operation (commonly in primary schools) your caterer will provide a main course with accompaniments, and a dessert item (if advertised) in return for the stated meal price (which can be ascertained by asking the School's office). If your child is entitled to free school meals, the cost of these will be reclaimed directly, and you do not need to provide payment.
- If a canteen style dining area is in operation (commonly in senior schools) items will be priced according to a tariff (available on-site) and certain groups in the school (commonly 6th form students) may be able to place food orders. The price of these orders will be displayed at the time of ordering, along with the cut-off time after which orders cannot be cancelled and will be charged for, regardless of whether they are collected or consumed, providing that the order contents were produced and made available on that day, at the normal time.

3.4 What constitutes a 'suitable alternative'

Your caterer's staff may in certain situations (commonly in primary schools) provide a suitably nutritious alternative from the food that is available to them. The alternative will account for the meal recipient's dietary needs (if they have been made known to the caterer). Cooks are encouraged to make the alternative as appealing as possible for the meal recipient with the time and supplies available.

3.5 Your choice as a customer

We hope you enjoy our service, and the service provided by your School and School Meals Provider. If you are unhappy, please let us (or your School or School Meals Provider, as applicable) know.

4. Refunds

If you make payment for your school meals via Create it is the relevant School or School Meals Provider who would accept and consider refund requests from the Account Holder who made the associated payment. Please do not apply to Create for refunds, except in the following situations:

- You are unsure who the relevant School or School Meals Provider is or how to contact them; we will be happy to help.
- You have made a payment in error (e.g. a double payment) and refunding the second payment would not result in you having debt at the School or with the School Meals Provider.

When refund requests are applied for with a School or School Meals Provider and accepted by them, the refund will be notified to Create, and we will process it within 5 working days. Note that School Meal Providers commonly stipulate that in order to qualify for a meal refund, all the following criteria are met:

- A pre-ordered meal choice was not available when collecting or receiving food at lunchtime
- A significant part of the meal was omitted, and
- No suitable alternative was provided.

When supplying refunds, they will be calculated on the basis that the main course accounts for 60% of the meal price and the dessert 40%. If a dessert is not part of the offer, the main course will account for 100% of the price.

If you have a credit on your account and would like it returned to you this can be arranged by contacting your School or School Meals Provider.

5. Payments

Depending on your school and caterer, you may be required to pay for your school meals via Create. Please note that when making payments, funds paid via our website or via direct debit are collected on behalf of, and provided to, the relevant School or School Meals Provider.

5.1 Direct debit

Depending on the policies of the relevant School or School Meals Provider, some customers can choose to pay by direct debit if they wish. Direct debit statements are sent by email, on a monthly basis. It is the customer's responsibility to ensure that messages sent are not spam filtered, or are retrieved from spam if necessary.

5.2 Card payments

Depending on the policies of the relevant School or School Meals Provider, some customers can choose to pay by credit or debit card if they wish. Meals should be paid for in advance as neither Create, nor the School or School Meals Provider provides credit.

Where card payments are offered amounts paid in advance will add funds to your account.

5.3 Cash or cheque

Depending on the policies of the relevant School or School Meals Provider, some customers can choose to pay by cash or cheque if they wish. Meals should be paid for in advance as we do not provide credit.

Outstanding balances will result in action being taken to recover the outstanding amount as necessary after a two day period of grace.

5.4 Free meal entitlement

No payment is required for meals taken within the free meals entitlement. Other goods and services purchased can be paid for by the other available payment methods.

6. Special diets, allergies, dietary requirements

If you cannot find the necessary nutritional information on our website to allow you to order, please contact your School Meals Provider directly for further details prior to ordering.

We endeavor to provide information and controls relating to dietary needs and allergy requirements on our website. The quality of the information and manner in which these controls work is entirely dependent on the School Meals Provider and their associated suppliers, and the manner in which the controls work can vary by School Meals Provider. We endeavor to explain the manner of controls employed for the relevant School Meals Provider on our 'Allergies' page, but these are subject to change.

Please note that advice and information relating to ingredients, recipes, nutrition and allergen information is not guaranteed as accurate and is provided for informational purposes by your School Meals Provider. Create is not responsible for the content or quality of information supplied and would recommend that users of this information not rely on it solely. Further information can be provided by contacting your School Meals Provider.

7. Advance notice of changes to the menu

Occasionally your School Meals Provider may have to change the menu. The menu will be updated on our website to reflect the change.

Where a change is made, we will endeavor to notify, by email, Account Holders who have pre-ordered a meal on that day, and ask them to place a new order.

School Meal Providers usually avoid making changes to a menu at short notice unless it is absolutely necessary. Due to time constraints, if changes are made after 8.45am on the day we will not email you and ask you to place a new pre-order, as it would generally be too late to do so.

8. Purchasing of Good and Services from the School

In schools where we offer 'additional sales' features, school offices may add purchased items and services such as school uniforms and school trips to your account.

When an Account Holder, Service Recipient or Goods Recipient purchases an item(s) or service(s) from the school office, they will check your preferred method of payment at time of purchase. Some schools allow cash to be paid at the time of purchase - some do not, and will simply use your default payment method. If your default payment method is used to pay for the purchase, it will (depending on the default payment type):

- Be added to your next direct debit statement, or

- Will use some of your cash / card / cheque pre-paid balance. This may result in a balance owing at the school and you may then have to top up.

9. Feedback

We collect feedback on services and goods provided by Schools and School Meal Providers, and on our own service from time to time.

This feedback is used expressly for the purpose of identifying the strengths and weaknesses of products and services (e.g. recipes), so that we, the School and the School Meals Provider can use the results to further improve the relevant services and goods.

We also facilitate the sending of feedback to cooks and kitchen managers through our 'Compliments to the Cook' service. Messages sent using this system are moderated by our staff and the School Meals Provider's staff in order to ensure that they are simple comments, and contain no threats, profanity or requests. The messages are then forwarded to the relevant Cook or Kitchen Manager. The purpose of this system is to provide Cooks and Kitchen Managers who provide high quality food and excel in customer care and friendliness with additional job satisfaction, and messages are not used for other purposes. The Cook or Kitchen Manager will be able to view the message and sender, but will not be able to reply.

10. Privacy Policy

We take privacy very seriously, and our Privacy Policy is detailed in a separate document. The Privacy Policy document is available by clicking the link at the bottom of our website. If you have any difficulty finding it, please just contact us using the details below.

11. Contacting us

We offer various ways to get in touch:

- Email: create@midshiress.co.uk
- Phone: 0151 808 4277
- Write to us: Midshire Signature Services, Unit A3, Oaklands Office Park, Hooton Road, Wirral, Cheshire, CH66 7NZ