

TERMS AND CONDITIONS

This page sets out the terms and conditions (the "Terms") on which we, [Gurkhas Restaurant Penicuik] ("we", "our" or "[Star Next Ltd]"), provide access to our website [www.gurkhaspenicuik.co.uk] and any [Gurkhas Restaurant Penicuik] mobile application through which you ("you", "your" or the "customer") order products (together, "the Website"). Please read these Website Terms carefully before ordering any products through the Website.

1. Terms of Use

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- **1.1** By accessing any part of the Website (whether now or in the future) or submitting an order, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.
- **1.2** These terms and conditions regulate the supply of products to you by us. Any other terms, conditions or representations (other than those made fraudulently or implied by statute) are excluded.
- **1.3** For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website [www.gurkhaspenicuik.co.uk] and any [Gurkhas Restaurant] mobile application through which you access and use our Website, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing and using our Website that may be developed from time to time).
- **1.4** We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at [www.gurkhaspenicuik.co.uk]. Your continued use of the Website after amendments are posted constitutes an acknowledgement and acceptance of these modifications.

- **1.5** You may only use the Websites for your own domestic, private and non-commercial use.
- **1.6** The Websites and the content on it are provided for general information purposes only. They are not intended to amount to advice (medical or otherwise) on which you should rely.

These Terms were last updated on 19 July 2021.

2. Registration

- **2.1** You will need to register an account (username and password) with us in order to access certain services available on the Website. By registering an account, you agree for us to store your personal information, such as:
 - **2.1.1** Your delivery address, including the postcode;
 - **2.1.2** The billing address associated with the payment card;
 - **2.1.3** Your home and mobile telephone numbers;
 - **2.1.4** Your email address.
- **2.2** You must be at least 14 years old to register an account, however if you are under the age of 18 years old you must ask for permission from your parent or legal guardian prior to registering an account. There are also certain additional age restrictions for use of certain services listed below:
 - **2.2.1** You must be 18 or over to order online for delivery or collection; and
 - **2.2.2** You must be 16 or over to opt in to receive marketing communications.
- **2.3** You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.
- **2.4** We reserve the right to suspend or terminate your [Gurkhas Restaurant Penicuik] account and your access to the Website if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.
- **2.5** You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account.

- **2.6** We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.

3. Ordering

- **3.1** Orders may only be placed during our opening times which are clearly displayed on our Website.
- **3.2** You may place orders in person from a table in our restaurant ("Pay at Table"); or for collection in person ("Collection Orders") from our restaurant; or home delivery ("Home Delivery") by us depending on your delivery address being within our delivery area.
- **3.3** The images of the products on the website are for illustration only. Your products may vary slightly from those images. The packaging of the products may vary from that shown on images on our Website.
- **3.4** Your order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "Confirmation Email"). These Terms and the order will become legally binding on you and us when we send you the Confirmation Email and each order shall incorporate these Terms and shall be a new and separate contract between you and us.
- **3.5** Any order that you place with us is subject to product availability, delivery capacity and acceptance by us. If the necessary products are not available or if there is no delivery capacity, we will inform you at our earliest opportunity.
- **3.6** We reserve the right to refuse your offer should it be necessary.
- **3.6** You must be 18 years or over to order alcoholic beverages, alcohol-containing products and any other age-restricted products.

4. Product Prices

- **4.1** All prices are listed in GBP (£).
- **4.2** The price of goods charged shall be as quoted on the Website at the time you confirm your order with us. Excluding any inadvertent technical error on pricing, we will honour any prices as published at the time of placing your order. Your debit/credit card shall only be charged for items dispatched to you.

- **4.3** It is always possible that, despite our best efforts, some pricing on our website may not be correct. We reserve the right to refuse to process any order placed on our website based on information that may contain errors or inaccuracies, including, without limitation, out-of-date information regarding pricing or delivery. We will endeavour to inform you by email where there is a pricing mistake in an order you have placed, giving you the option of continuing to purchase at the correct price or amending the order. If we are unable to contact you, we may at our discretion, decide to cancel the order. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as genuine mispricing by us, we do not have to provide the products to you at the incorrect (lower) price.
- **4.4** Prices do not include the delivery charge. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the “Total Cost”.
- **4.5** Where applicable, prices shown will include Value Added Tax. We endeavour to keep our website updated with prices which indicate the current rate of VAT. You will be charged the current prevailing rate on the day of your delivery.
- **4.6** Due to differing product promotions the prices displayed on the website may vary to original prices.

5. Promotions and Discounts

- **5.1** When submitting your order details you may wish to offer to purchase the items specified in conjunction with a particular promotion or discount code. To take advantage of this facility you will need to enter the appropriate promo code with your order details, prior to submitting your order.
- **5.2** Any such order will be subject to the specific terms and conditions of the promotion in question and will be subject to availability.
- **5.3** Only one discount code of any type may be used per transaction. If we believe, in our reasonable opinion, that a discount code has been used more than once, we reserve the right, in our absolute discretion, to not apply the discount code to the transaction and to take full payment using the payment method selected, or we may elect to cancel the order entirely.
- **5.4** Offers are subject to our discretion of and may be withdrawn at any time and without prior notice.

6. Carrier Bags

- **6.1** For both Collection and Home Delivery orders we charge a flat fee of £0.00 pence for carrier bags, per order, in addition; such additional charges are clearly displayed where applicable and included in the “Total Cost” of the shopping cart.

7. Pay at Table

- **7.1** “Pay at Table”, also known as “Contactless Ordering” or “QR Code Ordering”, is a technology allowing customers to place an order from a restaurant table by scanning a QR code with a smart phone camera.
- **7.2** A compatible smartphone with internet access is required to use this feature.
- **7.3** This ordering method will not guarantee full contact-free order process. Restaurant staff will fulfil the order and carry out general waiting duties, such as, but not limited to clearing tables and answering customer queries.
- **7.4** To place an order you will need to pay the full order value using an acceptable payment method (see Section 10. Payment Methods).
- **7.5** You will need to place a new order and pay in full every time you wish to order new items.
- **7.6** You must not move to another table once an order is placed unless permitted by restaurant staff.

8. Collections

- **8.1** Your collection time slot will be set out during the Order process.
- **8.2** We will endeavour to prepare your order as quickly as reasonable possible and within your collection time slot quoted at the time of ordering. At busy times, there may be some additional waiting time.
- **8.3** If you do not collect your order within your collection time slot, the quality of your order will gradually diminish and you will not receive a refund for unsatisfactory orders caused by delays in collections by you.

9. Home Delivery

- **9.1** The minimum order value for Home Delivery orders is £10 and is calculated after all discounts and promotional offers have been applied.
- **9.2** Home delivery orders will only be accepted from addresses with postcodes which lie within our delivery area.

- **9.3** Delivery period quoted at the time of ordering is only approximate and may vary. We will endeavour to deliver your order as quickly as reasonable possible.
- **9.4** Your order will be delivered to the address provided by you at the time of ordering.
- **9.5** If you fail to accept your Home Delivery at the time it is being ready delivered or we are unable to deliver at the nominated time and/or address due to your failure to provide appropriate instructions or authorizations, then the order shall be deemed to have been delivered to you.
- **9.6** In case of a late delivery, the delivery charge will neither be voided nor refunded by us.

10. Payment Methods

- **10.1** All Pay at Table orders require payment in full by debit/credit card at the time of ordering. Split payments are not possible.
- **10.2** Collection and Home Delivery orders can be paid by debit/credit card at the time of making an order or in cash upon collection in person.
- **10.3** Home Delivery orders can be paid by debit/credit card at the time of making an order, or in cash at the time of delivery. Where possible, please have the correct change ready for your delivery driver.
- **10.4** Cheques are not accepted.
- **10.5** All card payments will be processed in GBP (£). If you have a foreign country/currency card, the payment will be processed in GBP (£) and we will not be liable for any currency conversion rates incurred by your bank.
- **10.6** All cash payments must be in GBP (£).
- **10.7** You warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- **10.6** Failure to pay on time will result in the cancellation of your order.
- **10.7** Your credit card company may also conduct security checks to confirm it is you placing the order.

11. Cancellation Policy

- **11.1** You must notify us immediately if you decide to cancel your order, preferably by phone, and quote your order number. If we accept your cancellation, no cancellation fee applies. If we refuse cancellation, e.g. because preparation of the order has been started and/or delivery personnel has already been dispatched, it may not be cancelled. We will not be able to refund any order, which has been already dispatched.

- **11.2** We may cancel a contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made;
- **11.3** If the cancellation was made in time and once we have accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount within 14 days, which includes the initial delivery charge (where applicable).
- **11.4** If we can only do a partial delivery (a few items might be not available), our staff shall inform you or propose a replacement for the missing items. You have the right to refuse a partial order before delivery and get a refund.
- **11.5** If you have made a request for an item to be customised in any way (other than on the menu as advertised) you do not have any right to cancel this item in your order once it has been placed.
- **11.6** Upon submitting your order details, you are making an offer to us to purchase the item(s) you have specified in your order form. We reserve the right to refuse your order should it be necessary.

12. Refund Policy

- **12.1** If you are unsatisfied with any of the items in your order or any part of the Home Delivery service, please contact us immediately via phone or email.
- **12.2** In the unlikely event that we deliver a wrong item, you have the right to either:
 - **12.2.1** Reject the delivery of the wrong item and you shall be fully refunded for the missing item; or
 - **12.2.2** Request for us to replace the incorrect item with the item that you ordered. In which case, we shall send you the correct one as soon as possible.
- **12.3** We shall be happy to exchange or refund any item that has been damaged in transit.
- **12.4** For any other formal complaint with a genuine reason, you have 30 days from the day of delivery to request a refund, subject to our discretion and acceptance of the complaint.
- **12.5** Debit/credit card payment refunds can take up to 14 days to process, even if you contact us immediately after placing your order to cancel. This processing time is beyond our control and we apologise for the inconvenience caused.
- **12.6** Cash refunds are provided by the restaurant in person only.

13. Allergens and Dietary Requirements

- **13.1** For any questions regarding the allergen contents of specific dishes you must contact us directly over the phone or in person. Please do not use the comments box for your food allergies or intolerances.
- **13.2** Before placing your order, please inform us over the phone or in person if you suffer from any allergy or intolerance. It is your responsibility to provide this information to us.
- **13.3** When you contact us, we shall endeavour to provide information on any allergens that the Products may contain, but please note that:
 - **13.3.1** Because all Products are cooked to order in the same kitchen we cannot guarantee and make no warranty that the Products will not contain any allergens; and
 - **13.3.2** The kitchen is a busy working environment and, even if staff take all reasonable precautions, there is a risk of cross-contact between ingredients.
- **13.4** If you think you may have a food allergen or intolerance we recommend you seek medical advice.

14. Limitation of Liability

- **14.1** Nothing in these Terms excludes or limits our liability for:
 - **14.2.1** Death or personal injury caused by our negligence;
 - **14.2.2** Fraud or fraudulent misrepresentation; and
 - **14.2.2** Any matter in respect of which it would be unlawful for us to exclude or restrict our liability
- **14.2** Nothing in these terms and conditions will restrict any of your statutory rights.
- **14.3** We will not be liable for any indirect or consequential loss, or damage, or loss of profits, or reliance you may have had in having the products or your order delivered to you, which arises out of any failure by us to supply the products or your order to you.
- **14.4** We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
- **14.5** Force majeure: We will not be deemed to be in breach of contract or of these terms and conditions as a result of any delay in our performance or failure to

perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

- **14.6** If we have contracted to provide identical or similar order to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which orders we will fill and to what extent.
- **14.7** For the avoidance of doubt, nothing in Clause 13.5 shall excuse the Customer from any payment obligations under this agreement
- **14.8** The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.
- **14.9** We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- **14.10** No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- **14.11** Other than as set out above, our maximum liability arising out of any order for the supply of products to you will be limited to the price of the products contained in that order.

15. Intellectual Property Rights

- **15.1** All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our third-party licensors. All rights are reserved.

- **15.2** You may use the content on our website for your personal use in placing orders through our website or informing yourself in respect of our business. However, you must not otherwise copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative works of any material data and content on our website without our prior written permission.

16. Law and Jurisdiction

- **16.1** These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the England and Wales.
- **16.2** If any term or condition shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the terms and condition shall continue to be in force.