

## Damson Restaurants Ltd ta Roost Website Terms and Conditions

These terms and conditions apply to the website <https://roosthm.mobo2go.co.uk> (the "site"). Please read this statement carefully. If you do not wish to be bound by these terms and conditions then you should not use this site. Before you can place an order using the site, you must accept these terms and conditions by ticking the "I agree to the Terms & Conditions" box.

In these terms and conditions ("conditions") the following words and expressions shall have the following meanings:

- The customer, you, your: means you, the customer, who buys the products from **Damson Restaurants Ltd ta Roost**
- COMPANY, our and we: means **Damson Restaurants Ltd ta Roost**
- products: means the products supplied by **Damson Restaurants Ltd ta Roost** to the customer
- web site: means the web site <https://roosthm.mobo2go.co.uk> & <https://roosthm.mobo2go.co.uk/mobile>

### 1. Order and acceptance

These terms and conditions apply to all website orders for the supply of products by the COMPANY to the customer. All orders for the products shall be deemed to be an offer by the customer to purchase the products in accordance with these terms and conditions. The acceptance of orders for the products shall be at the entire discretion of the COMPANY NAME. Our acceptance of an order occurs when you receive an on-screen message confirming your order has been placed at which point, your contract with the COMPANY is made and up until this point, we may decline to provide you with the goods without giving any reason.

### 2. Products

Any goods displayed or provided on this site are done so on an "if available" basis. Unless stated in writing, the prices quoted by the COMPANY on the web site are inclusive of VAT. The price of the products will be as quoted on the site at the time you confirm your order (by clicking the Pay & Finish button) subject only to any inadvertent technical mistake which we shall not be liable for.

### 3. Payment

Online credit card payments are secure. You must be the owner of the card you are using. On submitting your order details, you are making an offer to us to purchase the product(s) you have specified in your order form.

### 4. Collection times

Our goal is to provide the best food collection service possible and we have an excellent reputation for on-time collections. Unfortunately things don't always go to plan, occasionally preventing us from achieving this. It is the responsibility of the customer to ensure that they are available to collect the products at the requested time.

### 5. Delivery times

Our goal is to provide the best food delivery service possible and we have an excellent reputation for on-time deliveries. Unfortunately things don't always go to plan, occasionally preventing us from achieving this.

### 6. Return, refund and cancellation

We reserve the right to refuse your order should it be necessary. In the event of the COMPANY needing to issue a refund we will endeavour to credit your account within 7 - 10 working days. Once an order has been successfully transmitted to store, it is not possible to cancel the order.

### 7. Offers, promotions or discounts

In-store offers, promotional or discounts cannot be used in conjunction with the website. Online discount vouchers may be available from time to time. Online discount vouchers are only redeemable online via the website.

### 8. Consent

By submitting your information you consent to the use of that information as set out in the privacy policy statement included in this document.

### 9. Limitation of liability

To the fullest extent permitted by law, the COMPANY excludes all liability arising out of its supply of the products and in particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated time of collection or delivery; any circumstances over which the COMPANY had no control of the consequences and which the COMPANY could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the customer or others in any event, the COMPANY's liability to the customer will not exceed the total price charged for the relevant items nothing in these conditions shall affect the statutory rights of the customer. Hypertext links in this site will lead to websites which are not under the control of the COMPANY. The COMPANY accepts no responsibility or liability in respect of the material on any website which is not controlled by the COMPANY. The COMPANY has taken every care in the preparation in the content of this site. The COMPANY disclaims all warranties, express or implied, to the fullest extent permitted by law, as to the accuracy of all information contained herein these exclusions of liability shall not apply to any damages arising from death or personal injury caused by the fraud or negligence of the COMPANY.

### 10. Law

Sales on this web site are governed by English law and you agree to submit any dispute to the non-exclusive jurisdiction of the English courts. All orders are subject to these terms and conditions and no amendments will be accepted by us. These terms and conditions do not affect your legal rights.

These terms and conditions only cover the WEB SITE. Any other web sites to which you link from this site may be governed by their own terms and conditions. We accept no responsibility or liability for the content of web sites which are not under our control.

We are required by law to tell you that sales can be concluded in English only and that we do not file copies of customer contracts:

**Damson Restaurants Ltd ta Roost**  
**113 Heaton Moor Road, Heaton Moor, Stockport SK4 4HY**  
**Company Reg.06312266**  
**Tel: 0161 432 4666**  
**e-mail: [manager@roosthm.com](mailto:manager@roosthm.com)**

We do not guarantee that this web site will be compatible with all customers computers.

#### **11. Copyright**

The COMPANY owns the copyright in all materials on this site, which may not be used, downloaded, copied, reproduced, republished, posted, broadcast or transmitted. You agree not to adapt, alter or create any derivative work from any material on this site, or to restrict or inhibit the use or enjoyment of this site by anyone else. It is not permitted to create any link to or from this web site without our prior written consent.

#### **12. Purchase of Alcohol & Tobacco**

We are committed to responsible retailing. Any age-restricted products shown on our website to purchase, require valid photographic ID. You must be 18 years or older to purchase alcohol and tobacco products. Valid photographic ID is required for all purchases and deliveries of alcohol or tobacco. If you cannot produce valid ID upon receipt of an order we will not be able to deliver or fulfil this order. Proof of age ID accepted are as follows: PASS approved ID cards, UK Photo Driving License, Passports and Military ID.

If your delivery contains alcohol or tobacco products you must be able to provide our delivery driver with valid photographic ID to accept the delivery and be 18 years or older, such deliveries also require a signature from a person aged 18 or over before delivering the goods. Under no circumstances will we deliver alcohol or tobacco products without seeing valid photographic ID and obtaining a signature of that person.

All deliveries must be accepted by an individual, in person, i.e. Goods/items will not be left in a safe place or unsigned for. Records of all our transactions will be maintained. There is no option to pay cash for deliveries of alcohol and tobacco products, all transactions must be paid for via credit/debit card. Upon delivery of the order we will require to see your payment card as an additional form of ID. We retain the right to refuse any sale of alcohol or tobacco products if valid photographic ID cannot be produced and obtain a signature for. All refused sales will be recorded. Proof of age ID accepted are as follows: PASS approved ID cards, UK Photo Driving License, Passports and Military ID.

## **Privacy Policy and Disclaimer**

### **1. Security of your Personal Information**

The COMPANY is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, when we transmit sensitive personal information (such as a credit card number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. We do not store sensitive information (i.e. Credit Card details) in any format on our servers.

### **2. Use of Cookies**

The site does not use cookies.

### **3. Personal information**

In order to process your order or manage interactive customer programs, it may be necessary to ask for personal information such as your name, address, email address and telephone number.

We may use this information to respond to your requests, or to contact you via mail, email or phone to inform you of new products, services or promotions we may offer. However, unless compelled by applicable legislation, we will not provide this information to a third party without your permission, except as necessary to process your order or manage interactive customer programs.

### **4. Accuracy of collected data**

The COMPANY will on its own initiative, or at your request, replenish, rectify or erase any incomplete, inaccurate or outdated personal data retained by the COMPANY in connection with the operation of this Site.

### **5. Minors**

No information may be submitted to the COMPANY by persons under the age of 18 without the consent of a parent or legal guardian, nor may persons under the age of 18 make purchases or other legal acts on this Site without such consent, unless permitted by applicable legislation.

## **6. Changes**

We may change this privacy policy, or change, modify or withdraw access to this Site, or the content of these pages at any time with or without notice.

### **Contact us:**

**Damson Restaurants Ltd ta Roost**  
**113 Heaton Moor Road, Heaton Moor, Stockport SK4 4HY**  
**Company Reg.06312266**  
**Tel: 0161 432 4666**  
**e-mail: [manager@roosthm.com](mailto:manager@roosthm.com)**