

# TERMS AND CONDITIONS OF SALE

These are the terms and conditions on which our we supply products to you via our websites [axeandcompass.co.uk](http://axeandcompass.co.uk) and [microtill.com/axeandcompass](http://microtill.com/axeandcompass)

Please read these terms and conditions carefully before ordering as these terms will apply to any orders you place. We recommend that you print and retain a copy for future reference.

By placing an order, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you should not place an order.

If you have any questions relating to these terms and conditions please contact us before you place an order.

Your use of our Sites, and any orders you place, is governed by our Terms of Use, Privacy Policy and our Cookie Policy. Please take the time to read these, as they include important terms which apply to you

## ORDERING

In order to utilise the online ordering system, the following user requirements must be met:

- i. The user must be over 17 in order to use the online ordering system
- ii. If alcoholic or age-restricted products are purchased, the purchaser and any intended consumer must be over 18 and able to provide valid ID, on request.
- iii. The system requires a PayPal account or suitable payment card to process orders.
- iv. Admission and service at licensed premises are subject to licensing laws.

It is at the manager's sole discretion to refuse service to any individual or to make any other decision which is aimed at promoting or adhering to the licensing objectives, including promoting any internal or pub-specific policies/procedures.

When you place an order via our Site, you will be presented with confirmation on your screen that your order has been received and accepted. Your contract with us is only formed when you have been presented with this confirmation. You will also receive a confirmation email.

If you experience technical issues when using the online system (for example, if the screen freezes, payment is interrupted or you are charged twice for the same order), these may be resolved by speaking to a pub team member.

## PRODUCTS

All products and offers are subject to availability. Alternative products or refunds may be offered, where appropriate, at the manager's discretion.

Some ingredients are produced in factories that handle nuts and some ice creams contain nuts. For full ingredient lists, nutritional and allergen information please speak to a member of staff.

Our kitchen is a busy working environment and there is a risk of cross-contamination. If you have an allergy we kindly ask that you speak with a member of staff and inform them directly in full of your allergies.

Great care is taken in the preparation of all our products, however, we cannot guarantee that all bones from meat products have been removed and some may remain. Olives may contain stones.

## RETURNS

We strive to serve food and drinks of the highest standards, however if there is a problem with an item, please speak to a member of the team and we will endeavour to rectify the problem as soon as possible.

# AVAILABILITY AND DELIVERY

We strive to maintain our excellent reputation for service. However, unfortunately, things do not always go to plan and factors outside of our control may occasionally prevent us from achieving this.

We will do our best to fulfil your order within a reasonable time of your confirmation email, taking into account the volume of orders and circumstances facing the kitchen at the time. For a real time update of your order, you can speak to a member of the team.

# CANCELLATION AND REFUNDS

We apologise, but it is not possible to amend or cancel orders, once placed.

If you do need to cancel an order after we have begun preparing it, you will be charged the full price of the order and no refund will be due to you.

In the unfortunate circumstance that we need to cancel your order after it has been accepted, we will notify you. We reserve the right to cancel any order, before or after acceptance, and will notify you immediately of any such cancellation.

You will not be charged for any orders we cancel. Any payment made prior to an order being cancelled by us will typically be reimbursed using the same method originally used by you to pay for your purchase.

If your order is refunded, owing to product/offer availability or as a customer service goodwill gesture, it will usually be processed in the following way – through the pub's till, with the funds being returned to the PayPal account or card within 48 hours.

# PRICE AND PAYMENT

Prices are as quoted on our menus, and may change from time to time, although changes will not affect orders already placed (unless due to a technical error). Prices include VAT.

# OUR LIABILITY

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of the breach of these terms or negligence, up to the amount of the purchase price you paid for the order applicable to your claim.

However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of a breach or if it would reasonably be contemplated by you and us at the time of your purchase.

We only supply products for private and business use. You agree not to use any product for commercial or re-sale purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any liability which cannot legally be limited or excluded.

# WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Sites, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Sites. For contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically

comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

If you wish to contact us you should contact us using our Contact Form or speak to a member of staff

## EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (a "**Force Majeure Event**").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, extreme snow, ice, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks;
- f. the acts, decrees, legislation, regulations or restrictions of any government; or
- g. non-performance by suppliers or subcontractors.

## WAIVER

If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we waive a default by you, this will only be done in writing, and will not mean that we will automatically waive any later default by you.

## SEVERABILITY

Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

## ASSIGNMENT

We may transfer our rights and obligations under any contract with you to another organisation, but this will not affect your rights or our obligations under these terms and conditions. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.

## ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them represent the entire agreement in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

## VARIATION OF THESE TERMS AND CONDITIONS

We have the right to amend these terms and conditions from time to time. Any changes we make to these terms and conditions will be posted on this page. You will be subject to the policies and terms and conditions in force at the time that you order, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority.

## THIRD PARTY RIGHTS

No one other than a party to these terms and conditions shall have any right to enforce any of its terms and conditions.

# LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with your order or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

# FOOD HYGIENE RATING

The Food Hygiene Rating displayed is retrieved from Food Standards Agency live data via the Food Hygiene Rating API