

## **EL FLACO Terms and Conditions**

### **•General Terms**

In these Terms and Conditions, the following expressions have the following meanings:

"Takeaway/We/Us/Our" means El Flaco. El Flaco are the operators of this fast food delivery service.

"Website" means El Flaco's website that you will use to place orders.

These Terms and Conditions govern the sale of all goods by us and will form the basis of the contract between you and us. If you wish to place an order with us, our website will guide you through the ordering process. Before submitting your order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your order and that you have read and understood these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification prior to placing your order. Telephone orders will also be accepted.

### **• Contract**

- All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from force majeure or circumstances beyond our control, for which we will not be responsible.
- In order to contract with El Flaco you must be over 16 years of age and possess a valid credit or debit card issued by a bank acceptable to us.
- El Flaco retains the right to refuse any request made by you.

- El Flaco will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, chauvinism, homophobia or ageism directed towards any of its staff or tradespersons and reserves the right to refuse any order, or repeat order, should any member of its team suffer any of the above.
- All orders are subject to a minimum £10 spend. Additional delivery charges may apply for some orders. Please see clause 5.1 for details.
- When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.
- When you place an order, you will receive an acknowledgement via e-mail and text confirming receipt of your order and this will constitute acceptance of your order.
- El Flaco will hold and process the personal data provided during the order process. Please refer to our privacy statement for full details of how this data is stored and used.
- Only those goods listed sent at the time of dispatch will be included in the contract formed. Additions or alterations to the order once placed will be subject to additional costs and El Flaco will not be responsible for any delay in delivery time due to these additions or alterations.
- Orders placed with requests for customised items are not subject to the delivery times detailed in clause (number to be added) and El Flaco accept no liability for delays caused by cooking and delivering exceptional items.
- El Flaco is open from 3pm to 11pm seven days per week. Last orders for delivery will be accepted at 11pm. Any orders received after this time will not be accepted.

- **Pricing and Availability**

- Whilst we try to ensure that all details, descriptions and prices which appear on the website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible but will continue with delivering the order placed and will charge your card accordingly.

- All products are subject to availability.

- All images used are for illustrative purposes only. Individual features such as ingredients, colour and other food / drink items may vary. All images are intended to give a general indication of the finished product only and should not be used for purchase purposes. Please refer to product description for details of specific products. All images are not intended to form any part of any contract.

- Delivery costs will be charged in addition where applicable; such additional charges are clearly displayed and included in the 'Total Cost'. Delivery to any address £10 minimum value orders for delivery at the edge of the designated three mile radius may also be subject to additional delivery charges at El Flaco's discretion.

- **Payment**

- All online card payments are made to El Flaco and will appear on your statement as "SQUARE".

- Upon receiving your order, we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a full payment against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent confirmation by text and email, the monies paid will be used for the value of goods you have purchased as listed. Your card details will be processed by the card provider SQUARE and will not be stored or held by El Flaco Please visit [www.squareup.com](http://www.squareup.com). for full details of how your data is processed for your card payment transaction.

- All prices are inclusive of VAT.

- All orders must be placed via the website order form and paid in advance with a suitable credit or debit card. Cash payment is not accepted.

- **Delivery**

- Limited delivery areas apply, minimum delivery spend applies and can be subject to change. For safety all drivers will deliver non-contact and will call customer once food has been delivered to door. Due to non-contact no cash can be exchanged, all orders must be paid online by debit / credit card.

- El Flaco offers delivery (subject to a minimum order value of £10 and other conditions as noted in clause 5.1) within 45 minutes of the confirmed order time to addresses within three miles of postcode according to the postcode checker provided. Should El Flaco be unable to comply with this offer, contact will be made with the customer and appropriate compensation will be offered. The style and level of compensation will be decided by El Flaco and is not negotiable. At peak times, the 45 minutes delivery time may be extended at El Flacos discretion and no compensatory offer will be made.

- El Flaco cannot provide an exact time for delivery outside of the designated postcode areas but will endeavour to deliver within the approximate delivery time provided in your email/text confirmation when you place your order.

- **Order cancellation and amendments**

- Cancellation of your order after the payment authorisation has been received is not possible. Should you wish to amend your order, please contact El Flaco by telephone where El Flaco will endeavour to grant your request. Requests for amendment of the order will be accommodated where possible, subject to additional payment and/or extension to the estimated delivery times. El Flaco does not accept any responsibility for any delay caused by a request for an amendment to an order, neither does it guarantee to be able to comply with such requests.

- **Feedback/complaints**

- If the order received does not meet your expectations you can provide feedback to the Takeaway via the contact page on the website. Complaints should only be notified via the contact page within 30 minutes of delivery of the goods and photographs should be provided. Complaints received more than 30 minutes after delivery will not be considered.

- **Food Allergies and Intolerances**

- Some of our foods may contain allergens. Please ensure that you have advised us of any issues and received confirmation (by text or call) that we can accommodate your request before you complete your order. Confirmation must also be sought for any subsequent orders in case our supplier or ingredients have changed.

- El Flaco reserve the right to refuse service if they are unable to fully comply with the particular allergen request and accept no liability if the customer decides to place the order anyway or fails to advise El Flaco of any allergy issues.

- El Flaco have a dedicated preparation and cooking area on our premises for vegetarian food.

- For full ingredients lists, nutritional & allergen information see [ELFLACO.CO.UK](http://ELFLACO.CO.UK).

- Our stores are busy working environments, therefore we cannot guarantee our products are free from allergens due to risk of cross contamination. If you have any allergy or dietary requirements, we ask that you consider our allergens information before placing your order.

- El Flaco's food is freshly prepared in stores, our ingredients come from food service organisations that handle other allergens. Whilst we take precautions, we cannot guarantee that any product is allergen free due to the risk of cross contamination.

- Ben & Jerrys and Haagen Dazs may contain nuts. Take great care when eating our meat products due to some containing bones. Some products may have been previously frozen.

- **Events**

- El Flaco offers an onsite daytime event service. Further details are provided in the Events section of our website.

- **Privacy**

- El Flaco will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details will be retained to assist with your order.

- El Flaco will ensure that all data provided will be processed, stored and disposed of in accordance with the General Data Protection Regulations 2018 and is aware of its obligations under these regulations. Your data will not be used for marketing purposes. Please refer to our privacy statement for full details.

- **Law and Jurisdiction**

- El Flaco is covered by Public Liability Insurance and is regularly inspected to ensure that their highly rated hygiene standards are maintained. El Flaco was awarded a Food Hygiene Rating of 5 (very good) by Southampton City Council on 14<sup>th</sup> June 2018.

- These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the laws of England & Wales.