

## Feng Sushi

### Terms and Conditions of Sale

These Terms and Conditions of Sale (together with any other documents referred to in it) explain the terms and conditions on which Feng Sushi Limited (“Feng Sushi”, “we”, “our”, and “us”) supply our online take-out services to you for orders of food and drink (“goods”) placed via our website ([www.fengsushi.co.uk](http://www.fengsushi.co.uk)) (our “Site”) or by telephone to a Feng Sushi restaurant.

Please read these terms and conditions carefully before you submit your order to us as these terms will apply to all take-out orders you place. By placing an order with us, 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 about our terms and conditions, please contact [chat@fengsushi.co.uk](mailto:chat@fengsushi.co.uk).

In addition to these terms and conditions, your use of the Site and any orders you place are subject to our [Terms of Use](#) and [Privacy Policy](#). Please read these carefully as they contain important terms which apply to you.

#### 1. INFORMATION ABOUT US AND HOW TO CONTACT US

- 1.1. The Site is owned and operated by Feng Sushi Limited. Feng Sushi Limited is a company registered in England and Wales under number 03720871 with its registered office at 1 Vincent Square, London, SW1P 2PN, United Kingdom. Our registered VAT number is 735490521.
- 1.2. You can contact us by email at [chat@fengsushi.co.uk](mailto:chat@fengsushi.co.uk) or by telephone to a particular Feng Sushi restaurant. If we need to contact you about your order we will do so by telephone or by email using the details you have provided to us in your order.

#### 2. PRIVACY POLICY

- 2.1. We use and process your personal information in accordance with our Privacy Policy. For more information, please see our full [Privacy Policy](#).

#### 3. PLACING YOUR ORDER

- 3.1. You must be at least 18 years old to place an order. When you place an order via our Site, we will provide you with confirmation that your order has been accepted and assign you an order number (“Order Acceptance”). The Order Acceptance will be sent to the email you provide to us with your order. The contract for the supply of the goods you order from us will only be formed when we provide you with the Order Acceptance.
- 3.2. We will notify you as soon as reasonably practicable if we are unable to accept your order for any reason. This might be due to limited availability of the goods or unexpected limits on our resources, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery or collection deadline you have specified in your order.
- 3.3. Please check that all of the information provided when placing an order is correct, as these details are required to fulfil your order. Where placing an order for collection, please also ensure that you have ordered from the correct restaurant location. In the case of an error, please call the restaurant you placed the order with straight away and they may be able to assist.
- 3.4. You can only place an order for collection on the same day, either for the next available collection time or for a time later in the same day.
- 3.5. All goods are offered subject to availability. If you are placing a large order or group orders which are over £150 we advise that you contact your chosen Feng Sushi restaurant to check that they are able to fulfil your order and meet your preferred delivery or collection time.

#### 4. PRICES AND METHODS OF PAYMENT

- 4.1. The prices of our goods are stated on our Site and are inclusive of VAT. We do our best to ensure that the prices stated on our Site are accurate and up to date. However, there may be instances where the goods are inaccurately priced on our Site.

- 4.2. The prices of our goods will normally be verified as part of the order process and the price charged to you will be stated in the Order Acceptance. If, despite our best efforts, some of the goods in your order are incorrectly priced, where the good's correct price is less than the stated price, we will charge the lower amount. If the good's correct price is higher than the stated price, we will contact you for your instructions before we accept your order.
- 4.3. The prices stated on our Sites may change from time to time but changes will not affect orders you have already placed which have been accepted by us.
- 4.4. When you place an order online you have the option to choose to pay by cash upon delivery or collection or by card at the time of your order on our Site.
- 4.5. If you choose to pay for your order by card, you authorise us to debit the credit, debit or other card you specify on your order for the amount of the order at the time we send the Order Acceptance. We do not accept payment by American Express cards. We will normally only debit the card you have used for payment at the time we send the Order Acceptance. All payments made by card on our Site are fully encrypted and sent across secure servers.
- 4.6. If your payment is not authorised, your order will not be processed and fulfilled. We will notify you in the event that your payment is not authorised.

## **5. DELIVERY**

- 5.1. We offer a delivery service to prescribed areas within London. The postcodes we deliver to our stated on our Site. Feng Sushi will not make deliveries outside of the prescribed delivery areas but you may collect any goods you order from the chosen Feng Sushi restaurant location. You can search for your nearest Feng Sushi restaurant by entering your postcode on our Site.
- 5.2. We will do our best to ensure that the goods are delivered within the estimated time and date stated in the Order Acceptance. However, the time of delivery is only an estimate and we cannot guarantee that the goods will be delivered within the estimated times. If you have requested delivery "ASAP" in your order we will use all reasonable efforts to fulfil your order within a reasonable time of the Order Acceptance.
- 5.3. If you do not open the door or respond to telephone calls within 10 minutes of our delivery drivers physically reaching your address, Feng Sushi reserves the right to leave the premises and you will be charged for the order.

## **6. COLLECTING YOUR TAKE-OUT ORDER**

- 6.1. We will do our best to ensure that the goods are ready for you to collect at your chosen Feng Sushi restaurant at the collection time stated in the Order Acceptance. If you have requested that your order is available for collection "ASAP" we will use all reasonable efforts to fulfil your order within a reasonable time of the Order Acceptance.
- 6.2. You may be asked to provide your order number when collecting your order or, if you paid online by card, to show the card used to pay for the order as proof of identity.
- 6.3. If you do not collect your order within 1 hour of your collection time, your goods may be disposed of and you will be charged for the order.

## **7. CANCELLING OR AMENDING YOUR ORDER**

- 7.1. You may cancel or amend an order after it has been submitted up until either:
  - (a) in the case of same day orders, within a reasonable time and before food has been used to start preparing the order;
  - (b) in the case of group orders over £150, up to 24 hours before the order is due to be delivered or collected.
- 7.2. If you wish to cancel or amend an order after it has been submitted, please contact the Feng Sushi restaurant you have ordered from immediately by telephone. You will not be charged for any orders cancelled in accordance with clause 7.1. Any order cancelled not in accordance with clause 7.1 will be charged to you and will not be refunded.

7.3. If you cancel or amend your order, your original payment will still be processed but if you are eligible for a refund, Feng Sushi will reimburse you using the same method you used to pay for your order.

7.4. In the unlikely scenario that we are unable to fulfil your order, Feng Sushi will offer you the option to accept a substitute or to receive a refund for the order.

## **8. OUR GOODS**

8.1. The images of the goods on our Sites are for illustrative purposes only. Although we have made every effort to be as accurate as possible, the goods may vary slightly from those images.

8.2. We do our best to ensure that the names, descriptions, prices and allergen information of the goods are accurate on our Sites. If you have an allergy, we recommend that you do not order online and instead call the restaurant to inform them directly of your allergies.

## **9. OUR LIABILITY**

9.1. If the goods you collect or which are delivered to you are not what you ordered or are of unsatisfactory quality or the delivery is of an incorrect quantity, you may have the right to reject them. If you have the right to reject the goods, then you must let us know that you are rejecting the goods.

9.2. In the event that Feng Sushi fails to comply with these terms and conditions, we are not responsible for any loss or damage that is not foreseeable or that was not caused by our failure.

9.3. Subject to clause 9.4, Feng Sushi will not in any event be liable for any business losses.

9.4. Nothing in these terms and conditions excludes or limits our liability:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

9.5. Nothing in these terms and conditions affects your statutory rights.

## **10. VARIATION OF THESE TERMS AND CONDITIONS**

Feng Sushi may amend these terms and conditions from time to time. Please check this page regularly to ensure that you are familiar with any changes to these terms and conditions which will be binding on you.

## **11. INVALIDITY**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **12. THIRD PARTY RIGHTS**

These terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party.

## **13. ONLINE DISPUTE RESOLUTION**

13.1. If you wish to make a complaint in relation to goods you have purchased online, please email [chat@fengsushi.co.uk](mailto:chat@fengsushi.co.uk).

13.2. If your complaint remains unresolved, we can consider various methods of dispute resolution. The EU provides an online dispute resolution platform which exists to assist the resolution of disputes between online traders and consumers. The platform, and more information about it, can be accessed here: <https://ec.europa.eu/consumers/odr>.

**14. LAW AND JURISDICTION**

This contract shall be governed and construed with the laws of England and Wales. The courts of England and Wales will have jurisdiction over any dispute or claim arising out of or in connection with these terms and conditions and orders made pursuant to it.

These Terms and Conditions were last updated on 13 July 2017.