

## Part 2: Online Ordering Terms and Conditions

This page tells you the terms of use (the "Terms") on which you may order the products (each an "Order") available on the Order Website ("Products").

When certain words and phrases are used in these Terms, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

In these Terms, when we refer to "we", "us" or "our", we mean the Company; and when we refer to "you" or "your" we mean you.

These Terms were last updated on 26<sup>th</sup> January 2021

### 1. Information about us

1.1 TRA Pasta Ltd is a company registered in England and Wales under company number 07632360, with its registered office at Unit 6, Dickens Yard, Longfield Avenue, London, W52TD with VAT number GB 258188958 (the "Company").

1.2 The Company operates the following websites in the UK:

- [pastaremoli.co.uk](http://pastaremoli.co.uk)

### 2. Ordering Products

2.1 You may order Products online directly from us via the Order Website if you wish to collect your Products in-restaurant ("Collection Orders") or for home delivery by us or our supporting delivery businesses ("Delivery Orders") depending on which restaurant you choose.

2.2 You may also order Products by phone for collection in-restaurant. In this case, please call the relevant restaurant telephone number available on the Pasta Remoli Website and follow the instructions of the operator. You will be required to pay for such order when you collect your Products from the relevant restaurant.

2.3 You must be at least 18 years old to place an order online or via the telephone.

2.4 In order to place an Order for delivery on one of our Delivery partners Website, you will need to log-in using your Google or Facebook social media account ("Account"). This is the only way to place an Order for delivery on the Order Website at this time. If you don't have a Google or Facebook account, you can still place an Order for collection on the Order Website delivery service is brought to you by deliveroo, meaning that Deliveroo provides us with technical assistance in relation to the Order Website and the delivery

services. We act as agent in relation to the delivery services provided by Deliveroo. In order for your Order to be delivered to you, a Deliveroo account will need to be created for you (if you don't have one already associated with your Google or Facebook social sign-on). You will have been presented with a link to the T&Cs applicable to your Deliveroo account, and a link to Deliveroo's Privacy Notice, on the log-in page of the Order Website. For further details please see the terms on Deliveroo's website - <https://deliveroo.co.uk/legal> and <https://deliveroo.co.uk/privacy>.

**2.5 To submit a Collection Order or a Delivery Order via the Order Website you must first sign-in to your Account and then follow the procedure set out on the Order Website to submit your Order. You should check all the information that you enter and correct any errors before submitting your Order, as once your Order is submitted, we will begin processing it immediately and you may not be able to correct any errors.**

**2.6 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. The contract shall be in the English language. We will not file a copy of the contract.**

### **3. Collection**

**3.1 Your collection time will be set out during the Order process.**

**3.2 If you do not collect your Order within thirty (30) minutes of your collection time, your Products will be disposed of and you will not receive a refund.**

### **4. Delivery**

**4.1 When you submit a Delivery Order, we act as an agent on behalf of Deliveroo in respect of the delivery services Deliveroo provide in delivering the Products to you.**

**4.2 Please note that all delivery times are estimates and the actual delivery time may vary from this estimate. You should also be aware that if you request and we agree to change your delivery address following submission of an Order this may lead to a significant delay in your delivery time.**

**4.3 If, during delivery of an Order, you or your authorised representative as specified in your Order (as appropriate) fail to take delivery of the Products within five (5) minutes of our delivery driver's arrival (other than due to our material breach of these Terms):**

**4.3.1 the delivery shall be aborted; and**

**4.3.2 you will not receive a refund for your Order.**

**4.4 You shall be responsible for:**

**4.4.1 ensuring that the delivery driver has such access and parking facilities as may be reasonably required to carry out the Order;**

**4.4.2 ensuring that either you or your authorised representative (as specified in the Order) are present to take delivery of the Products at the delivery place specified in your Order; and**

**4.4.3 providing us with your up-to-date contact details in your Account and/or Order.**

## **5. Payment**

**5.1 The prices for the Products and (if applicable) for delivery and service are set out on the Order Website and are inclusive of VAT. Please note that if your Delivery Order is below a minimum value then an additional charge, as set out on the Order Website during the ordering process, may also apply.**

**5.2 In relation to Delivery Orders, delivery and service charges are set by Deliveroo but are paid directly to us acting as agent on behalf of Deliveroo.**

**5.3 It is always possible that, despite our best efforts, some of the Products may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Product's correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the Product's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.**

**5.4 If your payment is not authorised, your Order will not be sent through to the restaurant or fulfilled.**

## **6. Cancellation and refunds**

**6.1 Please note that you do not have a right to cancel any contract for Products under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.**

**6.2 You may request that your Order is cancelled or changed after it has been submitted, but this will only be possible before the applicable restaurant has received the Order. This can be done by contacting the Customer Experience Team (see below for details). No refund will be permissible if the attempt to cancel is made after the restaurant has received the Order.**

**6.3 If you cancel or change your Order, your original payment will still be processed. Where you are eligible for a refund, you can obtain this by contacting our Customer Experience Team (see below for details). We will process refunds within ten (10) working days.**

## **7. Other refunds**

**7.1 You have legal rights in relation to Products that are not as described, faulty or otherwise not fit for purpose. If you believe that any Products that you have ordered do not conform with these Terms, please contact our Customer Experience Team to discuss a replacement or refund.**

**7.2 If, due to unforeseen circumstances, we are unable to fulfil your Order or any of the Products in a particular Order, we will refund the value of the Product(s) that we were unable to fulfil and, if the full Order is cancelled, any delivery and service charges. You may obtain a refund by contacting our Customer Experience Team (see below for details).**

## **8. Products**

**8.1 We endeavour to provide information on any allergens that the Products may contain on the Pasta Remoli Website, but please note that:**

**8.1.1 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;**

**8.1.2 the kitchen is a busy working environment and there is a risk of cross-contact between ingredients;**

**8.1.3 for Collection Orders and for Delivery Orders, customers with special dietary requirements should contact the relevant restaurant (using the telephone number listed on the Pasta Remoli Website) before they place their order to allow staff to take all reasonable precautions to avoid cross contact; and**

**8.1.4 please consult our menu terms and conditions for further information regarding allergens in the Products.**

**8.2 Our Products are freshly prepared and although we try our best to be consistent at times the size of the portions can vary.**

## **9. Our liability**

**9.1 Nothing in these Terms excludes or limits our liability for:**

**9.1.1 death or personal injury caused by our negligence;**

**9.1.2 fraud or fraudulent misrepresentation; and**

**9.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.**

**9.2 Subject to clauses 9.1 and 9.3 our maximum liability to you, in respect of any particular Order, will be limited to the value of that Order (which includes any delivery and service charges) as set out in the relevant Confirmation Email.**

**9.3 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time of the conclusion of the contract for Products.**

**9.4 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.**

**9.5 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.**

## **10. Suspension and termination**

**10.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):**

**10.1.1 issue a warning to you;**

**10.1.2 temporarily or permanently withdraw your right to use the Websites**

**10.1.3 suspend or terminate your Account;**

**10.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);**

**10.1.5 take further legal action against you; and/or**

**10.1.6 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.**

## **11. Changes to these Terms**

**11.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms) but the Terms applicable at the time of your Order will apply to that Order. Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you order the Products.**

## **12. Other important information**

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

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

### **13. Governing law and jurisdiction**

**13.1** These Terms are governed by the laws of England and Wales. This means that your purchasing of Products and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law. However, as a consumer, if you are resident in the European Union and we direct the Websites to the member state in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this clause 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law

**13.2** If you are a consumer, you may bring any dispute which may arise under these Terms to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is in an EU Member State, or otherwise the competent court of England.

**13.3** If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

### **14. Contacting us**

**14.1** Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

**14.1.1** Address: Unit 6, Dickens Yard, Longfield Avenue, London, W52TD

**14.1.2** Telephone number: 02088402687

**14.1.3** Email address: [info@pastaremoli.co.uk](mailto:info@pastaremoli.co.uk)

**14.2** If you need to contact us in relation to a Collection or Delivery Order, please use the contact details for the applicable.