

# Pub Grub Terms Of Service

Welcome to Pub Grub. This page (together with the documents referred to in it) tells you the terms (the “**Terms**”) which apply when you order any menu goods (the “**Goods**”) from our deliverpubgrub.co.uk website.

Please read these Terms carefully before using our website. If you have any questions relating to these Terms please contact [order@pubgrub.co.uk](mailto:order@pubgrub.co.uk). If you are a consumer, you have certain legal rights when you order Goods using our website. You can find more information about these rights at: <https://www.citizensadvice.org.uk/consumer/>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By placing an order, you confirm that you accept these Terms.

## 1. About Us – Company

Deliverpubgrub.co.uk is operated by Inn Cornwall Limited, a company incorporated and registered in England and Wales, whose registered office is at Kelsall Steele, Woodlands Court, Truro Business Park, Threemilestone, Truro TR4 9NH

Our Company registration number is 07206263. Our VAT number is 988327659. You may contact us at [order@deliverpubgrub.co.uk](mailto:order@deliverpubgrub.co.uk), or by calling 01872309348.

## 2. Terms

Our objective is to link you with our pubs and allow you to order goods for delivery (our “**Service**”). Where you order from a pub, Pub Grub acts as an agent on behalf of that pub to conclude your order from our website and to manage your experience throughout the order process. Once you have placed an order, delivery of your Goods will be arranged by Pub Grub or our Pubs depending on the Pub you have selected. In most cases, the pub may be owned by or affiliated with us.

## 4. Service Availability

Each Pub has a prescribed delivery area. This delivery area may change at any time due to factors such as weather, or demand on our service. This is to ensure that goods reach your door at their best. Our pubs each decide their own operating hours. That means that the availability of our service, and the range of pubs from which you can order, depends on the pubs in your area. If you try to order a delivery to a location outside the delivery area or operating hours of a pub, or the website is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

## 3. Your Orders

You must be aged 18 or older to use our site. By placing an order through our website, you confirm that you are aged 18 or older. When you place an order through our website, it needs to be accepted by us or the pub before it is confirmed. We will send you an order confirmation via e-mail if your order has been accepted. The contract for the supply of any

Item you have ordered comes into existence when we send the order confirmation. You are responsible for paying for all Goods ordered using your account, and for related delivery charges, and for complying with these Terms, even if you have ordered the Item for someone else. Some pubs operate a minimum order value policy. This will be displayed on our website . All goods are subject to availability and may be required to be altered after your order. Our pubs may use nuts or other allergens in the preparation of certain goods. Where that information is not available or if you have further questions, please contact the pub prior to ordering if you have an allergy. Pub Grub cannot guarantee that any of the goods sold by our pubs are free of allergens.

#### **4. Prices, Payment and Offers**

Prices include VAT. You confirm that you are using our service for personal, non-commercial use. Prices can also change at any time at the discretion of the pub and without prior notification. We reserve the right to charge a service or delivery fee, which may be subject to change, for the provision of our service. No changes will affect existing confirmed orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any orders in process and appearing within your basket. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge.

Payment for all goods and deliveries can be made on our website by credit or debit card, or other payment method made available by Pub Grub. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Pub Grub acting as agent on behalf of Inn Cornwall Limited or associated pubs. Payment may also be made by using valid vouchers or account credit.

In some cases, you can alternatively make your payment in cash directly to the pub by paying the driver at the time of delivery. Where cash payment is possible, this will be made clear on our website before you place your order.

Our pubs sometimes make special offers available through our website. These are visible when you look at a pubs menu. These offers are at the discretion of the pub. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the order confirmation.

#### **5. Delivery**

When you place an order you will have the choice to place it as an ASAP Delivery or a Scheduled Delivery. For an ASAP Delivery, we will tell you an estimated delivery time for your item before you place the order, **but we will attempt delivery as soon as possible**; you must therefore be available to accept delivery from the time you place the order. For a scheduled delivery, we will tell you the time when the item is expected to be delivered; you must be available to accept delivery for ten minutes before and ten minutes after that time.

It's important that you are available to be contacted for accurate delivery times, as this can vary for a number of reasons including meal preparation time, traffic and weather conditions and driver availability.

Unfortunately, despite our, and our pubs best efforts, things do not always go to plan and factors may prevent us from delivering your Item on time. If your order is more than 30 minutes later than the time we communicated to you when you placed the order, and we haven't notified you giving you the option to cancel your order, we will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change to the address to an alternative one that is registered with your account if you let us know before the rider has been dispatched, and the new address is within the same zone as the address you originally ordered your Item to. If we cannot change the delivery address, you have the option to cancel the order, but if food preparation has started you will be charged the full price for the Item, and if the rider has been despatched you will also be charged for delivery.

You will still be charged for the Item and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

- You do not come to the door, did not pick up the phone when the rider contacted you using the contact information you have provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time, and the rider is unable to find a safe location to leave the food.
- The rider refuses to deliver the Item to you in accordance with section 8 (Age Restricted Products).

## **6. Should Something Go Wrong**

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about before you place your order. If you believe that the goods you have been delivered do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the goods. We will provide a refund or account credit in respect of the affected part of the Item, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from the pub.

## **7. Age Restricted**

Age restricted products (including, without limitation, alcohol) can only be sold and delivered to persons aged 18 or over. By placing an order for an age restricted product, you confirm that you are at least 18 years old. Pub Grub operates an age verification policy whereby customers ordering age restricted products will be asked by the rider to provide proof that they are aged 18 or over before the delivery is completed. The driver may refuse to deliver any age restricted product to any person unless they can provide valid photo ID proving that they are aged 18 or over. The pub and the drivers may refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. Orders for goods containing alcohol may only be delivered to a location that is a residential or business address. If delivery of any age restricted product is refused, you will still be charged for the relevant item and for delivery.

## **8. Cancellation**

You may cancel an order without charge at any time before the pub has started preparing the order. If you wish to cancel an order before it becomes a started order, please contact us immediately via our contact telephone numbers. If the pub confirms the order was not a started order, we will refund your payment. If you cancel any order after it becomes a started order, you will be charged the full price for the goods, and if the driver has been despatched you will also be charged for delivery.

## **9. Loss or Damage**

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these terms or of failing to use reasonable care and skill in relation to your use of our service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these terms before you place an order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees’ failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods, as summarised at part 7 above; or for defective Goods under the Consumer Protection Act 1987. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our website.

## **10. Data Protection**

We process your personal data in accordance with our Privacy Policy which can be found [here](#).

## **Pub Grub Voucher and Discounts**

## 1. Introduction

Pub Grub makes available vouchers or discounts from time to time: Vouchers and discounts both operate as credits applying to a customer's order, redeemable against the cost of Goods. Vouchers and discounts are referred to collectively in these terms (the **Credit Terms**) as **Credits**.

You can "apply" a voucher to your account by (i) entering the Voucher / discount code (if any) at the point you place an order. Unless otherwise stated, a voucher that has been applied to your order will remain valid until it is "redeemed" against an eligible order, or expires (whichever is sooner). In either case, once any credit has been applied to your order, the amount of the voucher or discount remains on your voucher code until redeemed as payment for goods, unless it is lost, or, in the case of vouchers, it expires in accordance with the terms of that voucher. Vouchers may expire are set out in these terms.