# **Terms & Conditions**

This section will go through the rules and regulations that govern our website.

This site is owned and designed by Orbit iTech Ltd and licensed to 868 PALACE LIMITED (Place of Registration: England and Company Number: **15186625**) trading as Golden Palace with registered office and trading address at 1520 Pershore Road, Stirchley, Birmingham, B30 2NW, United Kingdom. These terms and conditions tell you the rights and obligations you have. Please read these carefully before you visit this website. You may have other rights granted by law, and these terms and conditions do not affect these. This does not affect your statutory rights as a consumer. Should you have any questions complaints or comments, please email us at: **info@goldenpalaceb30.co.uk**.

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## **Your Account Security**

**Golden Palace** cannot be held responsible for any loss / damage or information which may arise as a result of failure by you to protect your account security. Please do not divulge your password to anyone and keep account details confidential at all times.

#### **Purchasing From Us**

By submitting your order you are offering to buy our goods and allowing us to use your personal details for the purposes of supplying products / services. We do not sell your details or pass them onto anyone else in any circumstance, under the Data Protection Act 1998. We are not obliged to supply goods to you until we have confirmed acceptance of your order. At this point a contract is made. You do not own the goods until we receive payment in full. If you discover you have made a mistake with your order please contact us immediately. Please do this before we confirm your order. By ordering from us you agree to opt in to our marketing mailing lists, which you can opt out of anytime (See the section on Marketing).

#### **Refund Policy**

Any refunds are at the sole discretion of the manager on duty. Refunds will not be given for mistakes on your part when ordering or if you choose to change your mind. Items on our menu vary from those served at other takeaways and restaurants; if you are unsure of any item on the menu please contact us. Items on our menu may have similar names to those of other takeaways and restaurants; this does not mean they are of any similarity to others. Any refunds or alternatives are at the sole discretion of the manager on duty. If you believe you are entitled to a refund please contact on **0121 458 1868** and make a complaint, this is applicable for both cash and card orders. Making a complaint does not guarantee a refund. We may offer alternatives to monetary refunds, for example, substitutes on goods. By ordering online, you accept this could be the case and agree to any fair substitute.

#### For Out of Stock Items

We will advise you should any food be out of stock and give you a call. At this point you can cancel your order if you wish.

#### **Refusal of Transaction**

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this website whether or not that product has been sold; removing or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **Delivery Time**

We aim to deliver your order within the quoted times, but please consider traffic and weather conditions. During busy periods your order may take longer. We may or may not have time to notify you but please be patient or feel free to call us to check up on your order. Delivery times are approximate and cannot be guaranteed.

#### **Contact Us**

If you have any questions/comments about our terms and conditions, you should contact us.

# Future Pay – Terms and Conditions

What are Futurepay payments and how do they work?

A Future pay payment is a recurring payment similar to Standing Orders and Direct Debits where you arrange to get funds debited from your debit or credit card rather than from your bank account.

Recurring payment agreements can be set up to make ongoing payments on a repeat or regular basis for ongoing subscriptions, contracts, memberships, or payment by instalment for products / services available.

Once an agreement is created, you will be provided with a Future Pay Agreement ID and can view payments in the Shopper Management System (SMS) on the Worldpay website.

Please note, any contract is between you and 868 Palace Limited rather than with Worldpay.

How often will Futurepay payments be made?

Once your agreement has been set up, payments with 868 Palace Limited will automatically be collected in monthly instalments over a specific time unless otherwise agreed within our Purchase Agreement.

How to cancel any Futurepay agreement

A recurring payment (FuturePay) Agreement can be cancelled by you or through 868 Palace Limited.

Worldpay is unable to cancel your order/agreement or to provide you with a refund. To cancel the agreement yourself:

- Login to the Shopper Management System
- The Recurring Payments (FuturePay) Shopper Home page is displayed
- Under the Agreement ID column, select the hypertext displaying the Agreement ID for the agreement you want to cancel.

- The Recurring Payments (FuturePay) Agreement details page is displayed
- Double check that the agreement on your screen is the agreement you want to cancel
- Select Cancel
- The Cancellation Confirmation page is displayed
- Select the Yes button to cancel the agreement. If you do not wish to cancel the agreement, select either Go back to agreement or Go back to home page

If you have more than one agreement, please ensure you select the correct agreement as once an agreement is cancelled it cannot be reinstated. If you cancel the incorrect agreement, please contact 868 Palace Limited and ask them to set up a replacement agreement. Worldpay are unable to set up a new agreement for you.

All goods remain the property of 868 Palace Limited until payment is received in full.

If a service agreement / payment for goods contract is breached by the cancellation of a recurring payment before the goods have been paid for in full, we reserve the right to take the necessary action to recover any monies owed to 868 Palace Limited or instruct the collection of goods.

Recovery and Administration charges of 25% of the original purchase price will be applied along with any additional legal charges incurred by the company. We reserve the right to place a customer account of hold without further support from 868 Palace Limited until payments are brought up to date in line with the original contract/agreement terms.