

## **1. Scope of Terms & Conditions**

1.1 Within this document of terms and conditions any context where "The Company" is mentioned refers to Alfie's and any related entity.

1.2 Within this document of terms and conditions any context where "The Customer" or "Customer" is mentioned refers to users using Alfie's services.

1.3 Website" means the whole or any part of the web pages located at [www.alfies.eu](http://www.alfies.eu) and any deviation of this web page address.

## **2. Terms of Use**

2.1 The Company reserves the right to amend these Account Terms and Conditions at any time.

2.2 The Company does not guarantee that the Website is free from errors or faults. The Company will, however, make reasonable efforts to ensure the information on its Website is accurate.

2.3 The Company does not accept any liability for any errors or omissions and reserves the right to change information published on the Website at any time.

## **3. Customer's Payment Terms**

3.1 The Customer agrees to pay for all amounts outstanding on the day of order via credit card, debit card, bank transfer or Paypal transfer.

## **4. Payment Methods**

4.1 Where an order is being paid via bank transfer, the order is only complete when the funds have arrived in the Company's bank account.

4.2 Alfie's accepts (via PayPal) MasterCard, Visa, American Express and Diners Club cards.

4.3 The amount debited to the applicable card listed in section 4.2, will be the amount shown on our Order Summary prior to you clicking the "Place Order" button on that page.

4.4 The Customer acknowledges that the amount confirmed on the Order Summary page total is sufficient evidence of the purchase.

## **5. Limitation of Liability and Disclaimer**

5.1 To the fullest extent permitted by Law, the Company is not liable to the Customer or any other for any loss in connection with the use of this Website or a linked Website. This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

5.2 To the fullest extent permitted by Law, the Company is not under any circumstances liable for any indirect, special and/or consequential damages or loss of profits whatsoever which result from any use of, or any inability to use or access this Website.

## **6. Product Life**

6.1 "Use By" dates are supplied with all fresh products delivered by the Company. It is at the Customer's own risk to consume the products after the specified date.

## **7. Order Terms**

7.1 Confirmation of Your Order

Finalising your order online constitutes a confirmation of your order (subject to section 4.1, if applicable). The order will be picked up or delivered according to the time window and date selected and confirmed. The order will arrive within a window of your desired delivery time.

#### 7.2 Order Cancellation

The Company will accept cancellation of orders up until the corresponding order cut-off point specified in the website, with respect to the present time and the chosen pickup, delivery or posting date. The Customer should make telephone contact with the Company to advise of the order cancellation if within 24 hours of the cut-off point, otherwise an email to [info@alfies.eu](mailto:info@alfies.eu) is sufficient.

#### 7.3 Refunds of paid orders.

You can choose either a refund or a credit against a future order, as long as the order is cancelled within the minimum time parameters referred to in section 7.2.

#### 7.4 Changing Orders.

Changes can only be made prior to the same order cutoff time referred to in section 7.2. The Customer should make telephone contact with the Company to advise of the order change if within 24 hours of the cut-off point, otherwise an email to [info@alfies.eu](mailto:info@alfies.eu) is sufficient.

#### 7.5 Pricing Information

(a) Menu prices include 6% or 19% BTW, as applicable.

(b) The Company may alter their prices at any time according to raw ingredient and wholesale price changes and market fluctuations.

#### 7.6 Problems with your order.

The Company tries to settle any issues or complains quickly and fairly. In the event your order was not completely fulfilled or not to the standard specified, please contact the Company immediately on [info@alfies.eu](mailto:info@alfies.eu). The Company is normally unable to provide assistance if not notified immediately.

### **8. Other**

#### 8.1 Amendment

The Company may alter these terms and conditions from time to time, and the Customer acknowledges that it will regularly check online for amendments. The Customer agrees to the amended terms and conditions from time to time, by the Customers continued use of the website.

#### 13.2 Assignment

The Customer acknowledges that it may not assign any of its rights or interests arising under or pursuant to this agreement to a third party other than with the prior written consent of the Company. Such consent is in the sole discretion of the Company.

#### 13.3 Waiver

(a) Any waiver by the Company of any provision of these Terms and Conditions is ineffective unless it is in writing and signed by the Company.

(b) A waiver by the Company in respect of a breach of a provision of these Terms and Conditions by the Customer is not a waiver in respect of any other breach of that or any other provision.

(c) The failure of the Company to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

13.4 The terms and conditions contained herein and published from time to

time on the website constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect (other than amendments on the website from time to time) unless in writing and signed by both the Company and the Customer.

## **9. Privacy**

9.1 The customer acknowledges that the Company's Privacy Policy governs the collection of personal data on the Website and affiliates.

## **10. Intellectual Property**

10.1 The Customer acknowledges that the Trade Marks, images, graphics, logos, button icons, audio clips, digital downloads, data compilations, content and software on the Website is the property of the Company is protected by the Intellectual Property Laws of The Netherlands.

10.2 The Customer must not copy, save or use in any format other than as incidental to the Customer's permitted use of the Website any of the Intellectual Property on the Website.

## **11. Governing Law**

11.1 The Account Terms and Conditions are governed by the Laws of The Netherlands.

11.2 The Customer hereby irrevocably submits to the Courts The Netherlands.