

Terms of Business

Effective Date: 14-11-2024

Welcome to Nashtaydaan. These Terms of Business (“Terms”) govern your use of the website www.nashtaydaan.com (“Website”) and any orders for food or related services (“Services”) provided by Nashtaydaan (“we”, “our”, “us”). By accessing or using our Website and placing an order, you agree to comply with these Terms. If you do not agree with these Terms, please do not use our Website.

1. Definitions

- Customer: Any individual who orders food or uses the services provided through the Website.
- Order: The request placed by the Customer to purchase food or related services via the Website.
- Products: Food items and beverages available for purchase through the Website.
- Services: Delivery or collection of Products and other related services provided by Nashtaydaan.

2. Ordering Process

- Placing an Order: By placing an Order, you are making an offer to purchase the Products subject to these Terms. An Order is only confirmed once you receive an order confirmation email from us.
- Age Restriction: You must be at least 18 years old to place an Order. By ordering, you confirm that you meet this age requirement.
- Order Confirmation: After you place an Order, we will send an email to confirm receipt. Please check the details carefully. If any information is incorrect, contact us immediately.
- Cancellation of Orders: You can cancel your Order if it has not been dispatched. Once the order has been dispatched, cancellation is not possible.

3. Pricing and Payment

- Prices: All prices are displayed in GBP (£) with addition of VAT over checkout, unless otherwise stated.
- Payment Methods: We accept various payment methods, including major credit and debit cards, and any other payment options available at checkout.

- **Price Changes:** Prices may change without notice. If there is a price discrepancy or change after your order has been confirmed, we will inform you and offer you the option to continue with the revised price or cancel the order.
- **Payment Authorization:** Payment must be authorized before the Order is processed. If payment is declined, the Order will not be processed.

4. Delivery and Collection

- **Delivery Areas:** We deliver within specified areas. The available delivery locations and charges will be displayed during checkout.
- **Delivery Times:** We aim to deliver all Orders within the estimated delivery window, but times are not guaranteed. Delays can occur due to factors beyond our control, such as weather or traffic.
- **Delivery Charges:** Delivery charges, if applicable, will be calculated at checkout based on your location and the order total.
- **Collection:** You may opt to collect your Order from our premises, if this service is available, at no extra charge.
- **Unsuccessful Deliveries:** If you are not available to accept your delivery, we will attempt to contact you to rearrange the delivery. If delivery is still unsuccessful, we reserve the right to cancel your Order.

5. Cancellation and Refunds

- **Right to Cancel:** Under the Consumer Contracts Regulations 2013, you have the right to cancel your Order within 14 days of receipt of the Products. This right does not apply to perishable goods, including food, once the Order has been dispatched.
- **Order Cancellation:** You can cancel your Order before it has been dispatched. Once dispatched, the Order cannot be cancelled.
- **Refunds:** If your Order is incorrect, damaged, or defective, please contact us within 7 days of receiving the delivery. We may offer a refund or replacement. Refunds will be processed in accordance with our refund policy.
- **Non-returnable Products:** Due to the nature of food, we are unable to accept returns for any Products unless they are damaged or defective.

6. Allergen Information and Dietary Requirements

- Allergens: All Products may contain allergens. We take steps to prevent cross-contamination, but we cannot guarantee the complete absence of allergens in any of our Products. Allergen information for each Product is available on the Website.
- Dietary Requirements: It is your responsibility to inform us of any dietary restrictions or allergies when placing your Order. We will make reasonable efforts to accommodate your needs, but cannot guarantee an allergen-free environment.

7. Intellectual Property

- All content, logos, trademarks, and other intellectual property on the Website are owned by Nashtaydaan or licensed to us. You are not permitted to use, copy, reproduce, or distribute any content from the Website without our express written permission.

8. Liability

- Limitations: We are not liable for any indirect, incidental, special, or consequential damages arising from the use of our Website or from any Order placed. Our total liability will not exceed the value of the Order.
- Food Safety: We are committed to food safety. If you have concerns about food safety or hygiene, please contact us directly.

9. Privacy and Data Protection

- We are committed to protecting your privacy and personal data. By using our Website, you consent to the collection, use, and processing of your personal data as described in our Privacy Policy.
- We will never sell or share your personal data with third parties, except as outlined in the Privacy Policy.

10. Force Majeure

- Nashtaydaan will not be liable for any delays or failure to perform due to circumstances beyond our reasonable control, including but not limited to strikes, natural disasters, and disruptions to our supply chain.
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11. Amendments to These Terms

- We reserve the right to modify or update these Terms at any time. Any changes will be posted on this page, and the "Effective Date" will be updated accordingly. It is your responsibility to check this page regularly for any updates. Continued use of the Website after changes have been made will constitute your acceptance of the updated Terms.
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12. Governing Law and Jurisdiction

- These Terms are governed by and construed in accordance with the laws of England and Wales.
 - Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
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13. Contact Information

If you have any questions about these Terms, or if you need to contact us regarding an Order, please use the following contact details:

Nashtaydaan

Email: info@nashtaydaan.co.uk

Phone: +44 7389177642