

Sticks'n'Sushi – Terms and conditions

01.04.2022

This webshop is provided to you by Sticks'n'Sushi A/S, Nansensgade 49, 1366 København K, Denmark ["Sticks'n'Sushi"]. These Terms of Service agreement is a legal agreement between you and Sticks'n'Sushi. In case you order from a local affiliate of Sticks'n'Sushi the legal agreement is between you and the affiliate [which Sticks'n'Sushi acts on behalf of].

By completing the registration process or ordering "as guest" you agree that, you have read, understood and agreed to be bound by these Terms of Service, you are of legal age to form a binding contract, you have the authority to enter into the Terms of Service personally and/or on behalf of your company.

Ordering

A guest selects the products on Sticks'n'Sushi's website that places the order to the restaurant after the payment option has been completed. Orders are accepted until 30 min before closing time.

Alcohol

You are not permitted to order alcohol if you are under the legal age of 18.

Payment options

Payment can be done with the following options:

Credit/debit cards

We accept payment with different kinds of credit/debit cards. For more details see the website.

Direct orders are charged at the time of order placement as well as future orders [selected time/date].

Invoice

We accept payment following invoicing of due amounts for persons acting for companies that have entered into a separate agreement with Sticks'n'Sushi.

Pay at pickup

We accept payment from the customers when the order is collected. In this case the order will remain open at Sticks'n'Sushi until payment is completed. Credit/debit card and cash is accepted at Sticks'n'Sushi.

Sticks'n'Sushi reserves the right to contact and charge a user for an order that has been ordered using the option "pay at pickup" but not collected and paid the order. Paying at pickup is only possible if the guest chooses to call the restaurant to order.



Price and VAT

All prices are presented in the local currency and includes VAT.

VAT specification is available on the receipts.

Transaction fees

Sticks'n'Sushi reserves the right to charge a transaction fee on card payments according to local rules and regulations.

Order confirmation and receipt

When an order has been placed on the website an order confirmation will be sent to the customer's registered email address.

Sticks'n'Sushi reserves the right to change the pickup or delivery time. The guest will automatically be informed via text message to the mobile phone number the guest has disclosed on the ordering site in case of such changes.

Order collection

A valid receipt or payment confirmation must be presented when collecting the order. Sticks'n'Sushi will keep the order 180 min (3 hrs) after selected pickup time or until the restaurant's closing time and it will then be disposed without the possibility to get a refund.

Right of cancellation

It is possible to cancel your order until 1 hour before selected pickup time. Cancellation can be done by calling the selected restaurant.

For New Year's Eve order the 31st of December, the cancellation must be done no later than the 30th of December by calling the selected restaurant.

If the cancelled order used the payment option credit/debit card the funds reserved to your credit/debit card will be released within 14 days.

Customers cannot cancel or revoke orders after the deadlines specified above to the extent the orders concern goods:

- which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
- which can spoil quickly or whose expiration date would be exceeded quickly;
- which are unsuitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;
- if these were inseparably mixed with other goods after delivery due to their nature.

For the part of an order that does not fall under the above-mentioned exclusions (e.g. merchandise), the consumer still has a right of cancellation after the deadlines specified above, as further set out in the cancellation box immediately below.



Cancellation

Right of withdrawal

You have the right to cancel the order of goods not covered by the exclusions with Sticks'n'Sushi within fourteen days without giving any reason.

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

To exercise your right of withdrawal, you must send a clear statement (e.g. a letter but preferably an e-mail) to Sticks'n'Sushi (Address: Nansensgade 49, 1366 København K, Denmark E-mail: info@sticksnsushi.com) about your decision to cancel the order. You can use the attached model withdrawal form, which is not required.

In order not to exceed the cancellation period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you revoke the order, the Sticks'n'Sushi has to return all your payments for the goods in question, including delivery costs (except for the additional costs that result from you selecting a different type of delivery than the most favourable standard delivery offered by us), immediately and no later than fourteen days from the day on which the notification of your cancellation of the contract has been received by us. For the repayment, Sticks'n'Sushi uses the same means of payment that you used in the original transaction, unless otherwise agreed with you. In no case will you be charged for repayment fees.

Sticks'n'Sushi may refuse to repay until it has received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

Model withdrawal form

[If you want to cancel the Agreement, please fill out this form and send it back to us.]

to [details to be included]

I / we [*] hereby revoke the order concluded by me / us [*] for the purchase of the following goods [*] / the provision of the following service [*]

Ordered on [*] / received on [*]

name of the consumer [s]

address of the consumer [s]



Signature of the consumer (s) (only when notified on paper)

date

(*) Delete as appropriate.

Delivery

Delivery is provided in cooperation with third party delivery companies. If your order is delayed or missing, please contact the third party delivery provider using the contact information provided in the order confirmation.

Complaints

Sticks'n'Sushi has agreed to prepare and deliver the orders initiated by the website according to these Terms of Service.

If something is wrong with your order, please get in touch with Sticks'n'Sushi on info@sticksnsushi.com and our customer service will help you. We kindly ask you to enclose your receipt and a photo of the "issue". Local rules and regulations regarding defects and non-conformity, such as the Danish Sale of Goods Act (in Danish "købeloven"), may apply. If the complaint is upheld Sticks'n'Sushi will refund the price of the product.

Sticks'n'Sushi is not liable for failure or delay of performance of any of our obligations hereunder if such failure or delay is caused by events beyond our reasonable control ("Force Majeure"). Force Majeure includes strikes, work stoppages, accidents, acts of war or terrorism, epidemics, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

If an order is refunded your credit/debit card the money will be available within 14 bank days.

Termination

We reserve the right to at any time terminate user accounts or orders that breach the terms of this Terms of Service or in other ways acts in bad faith. Suspension to use the webshop can be carried out with or without notice to you.

Liability

Sticks'n'Sushi assumes no liability whatsoever in relation to the availability of the webshop, the correctness and completeness of the information in the webshop, or the execution of this agreement. Customer acknowledges and agrees that the transmission of information via the internet is not completely secure. Sticks'n'Sushi does not guarantee the security of your data transmitted to the webshop; any transmission is at the customer's risk.

Sticks'n'Sushi shall under no circumstances be liable to customer for any (i) indirect or consequential loss, (ii) loss of profit, sales, business or revenue, (iii) loss or corruption of data, information or software, (iv) loss of business opportunity, (v) loss of anticipated savings, or (vi) loss of goodwill.



Amendments to the Terms of Service

The Terms of Service can be changed at any time. Please always check the date for latest update before placing a new order. If you do not agree to any change(s) you shall stop using the webshop.

Updated on the 1 April 2022

