

Effective from: 1 June 2026

## 1. ABOUT US AND OUR ROLE

**1.1. Company details:** Baydale Beck Ltd is a company registered in England and Wales based at Low Coniscliffe, Darlington, DL2 2JX

**1.2. VAT number:** Our VAT number is GB 81782544

**1.3. Service:** We provide a way for you to place orders (“Orders”) of food (“Products”) to be delivered or collected from our restaurant (the “Service”).

## 2. WEBSITE TERMS OF ACCESS

**2.1. Website access:** Most areas of the Website are accessible to everyone. Some areas of the Website require you to register your details with us and/or create an account.

**2.2. Acceptance of terms:** By accessing any part of the Website, you confirm that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately.

**2.3. Revision of terms:** We may revise these Website Terms at any time. To keep up to date with the Website Terms you should check the Website regularly. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

## 3. YOUR STATUS

**3.1. Capacity and age:** By placing an Order through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts; and

3.1.2. You are at least 18 years old.

## 4. MAKING AN ORDER AND HOW IT IS PROCESSED

**4.1. Creating your Order:** Once you have selected the Products you wish to order from the menu and provided the other required information, you will be given the opportunity to submit your Order. It is important that you check all the information that you enter and correct any errors before submitting your order to us, as once you do so we will begin processing your Order and we may be unable to correct any errors.

**4.2. Changing or cancelling your Order:** Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund (please refer to paragraph 4.4 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you may contact us as described in paragraph 6.3, however, there is no guarantee that we will agree to your requests as we may have already started processing your Order.

**4.3. Payment authorisation:** Where any payment you make is not authorised, your Order will not be processed.

**4.4. Processing your Order and rejections:** On receipt of your Order, we will begin processing it and you will be notified on screen that your Order has been accepted and is being processed. We reserve the right to reject Orders at any time due to being too busy, due to weather conditions, or for any other reason.

**4.5. Delivery times:** Estimated times for deliveries should be treated only as estimates. We do not guarantee that Orders will be delivered or will be available for collection within the estimated times.

## **5. PRICES AND PAYMENT**

**5.1. Payment methods:** Payment for Orders must be made by an accepted credit or debit card through the Website.

**5.2. Card payments:** If you pay by credit or debit card, you may be required to show the card to us at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit or debit card.

**5.3. VAT and delivery costs:** Prices will be as quoted on the Website. These prices include VAT but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment fees we impose (if you pay for your Order online). These will be added to the total amount due where applicable.

**5.4. Incorrect pricing:** The menu provided via this website contains a large number of Products and it is possible that some Products may include incorrect prices. If the correct price for an Order is higher than the price stated on the Website, we will normally contact you before the relevant Order is dispatched. In such an event, we are not under any obligation to ensure that the Order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

**5.5. Rejected Orders:** Because of standard banking procedures, once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, your bank or card issuer will “ring-fence” the full amount of your Order. If your Order is subsequently rejected by the Restaurant (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that we are not responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

## 6. QUERIES OR ISSUES PERTAINING TO AN ORDER

**6.1. General:** Customer care is extremely important to us. Subject to paragraph 11, we will therefore try to assist you where possible if you have any problems with your Order. You can contact us by calling the telephone number shown on the Website. You can also email us on Baydalebekpub@gmail.com if your query is not time sensitive.

**6.2. Questions about your Order:** If your Order is taking longer than expected or you have any other problems with your Order, you can contact us as described above.

**6.3. Changing or cancelling your Order:** If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact us as described above. However, there is no guarantee that we will agree to your requests as we may have already started processing your Order.

## 7. LICENCE

**7.1. Terms of permitted use:** You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Website (including by hacking or “scraping”).

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

7.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.

**7.2. Limitation on use:** Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

**7.3. Reservation of rights:** Any rights not expressly granted in these Website Terms are reserved.

## 8. SERVICE ACCESS

**8.1. Website availability:** While we try to ensure the Website is normally available while the restaurant is open, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

**8.2. Suspension of access:** Access to the Website may be suspended temporarily at any time and without notice.

**8.3. Information security:** The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

## 9. LINKS TO AND FROM OTHER WEBSITES

**9.1. Third party websites:** Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

**9.2. Linking permission:** You may link to the Website's homepage ([www.baydalebeck.co.uk](http://www.baydalebeck.co.uk)), provided that:

9.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation.

9.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists.

9.2.3. we have the right to withdraw linking permission at any time and for any reason.

## 11. DISCLAIMERS

**11.1. Website information:** While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

**11.2. Allergy, dietary and other menu information:** We try to accurately duplicate the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from our restaurant menus. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering.

**11.3. Restaurant actions and omissions:** The legal contract for the supply and purchase of Products is between you and the Restaurant. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

11.3.1. We do not give any undertaking that the Products ordered from any Restaurant through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

11.3.2. Estimated times for deliveries and collections are provided by the Restaurant and are only estimates. We do not guarantee that Orders will be delivered or will be available for collection within the estimated times.

11.3.3. We will communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if we reject your Order. However, we do not guarantee that the Restaurant will accept all Orders, and the Restaurant has the discretion to reject Orders at any time because we are too busy, due to weather conditions or for any other reason.

11.3.4. The foregoing disclaimers do not affect your statutory rights against the Restaurant.

**11.4. Exclusion of terms:** We provide you with access to the Website and Service on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise ).

## **12. LIABILITY**

**12.1. General:** Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

**12.2. Exclusion of liability:** Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

- 12.2.1. any loss of profits, sales, business, or revenue;
- 12.2.2. loss or corruption of data, information or software;
- 12.2.3. loss of business opportunity;
- 12.2.4. loss of anticipated savings;
- 12.2.5. loss of goodwill; or
- 12.2.6. any indirect or consequential loss.

**12.3. Limitation of liability:** Subject to clauses 11, 12.1 and 12.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or £100, whichever is lower.

**12.4. Additional costs:** You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

## **13. TERMINATION**

**13.1. Grounds for termination:** We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

- 13.1.1. you have used the Website in breach of paragraph 7.1 (License);
- 13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);
- 13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or
- 13.1.4. you have breached any other material terms of these Website Terms.

**13.2. Obligations upon termination:** Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

## **14. WRITTEN COMMUNICATIONS**

14.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **15. FORCE MAJEURE (EVENTS OUTSIDE OUR CONTROL)**

We will have no liability or responsibility if we are prevented from, or delayed in performing, our obligations under these Terms & Conditions or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Baydale Beck or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## **16. ADDITIONAL TERMS**

**16.1. Privacy Policy:** We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website Terms by this reference and is available here.

**16.3. Severability:** If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**16.4. Entire agreement:** These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

**16.5. No waiver:** Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

**16.6. Assignment:** You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

**16.7. Headings:** The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

## **17. GOVERNING LAW AND JURISDICTION**

17.1. These Website Terms shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.