ARC@Table Mobile App Terms and Conditions

Terms and conditions for use of **ARC@Table** Mobile Application ("App")

- 1. These terms and conditions apply to your use of the App which is hosted on the Apple iTunes App, and the Google Play store. The ways in which you use the App is also controlled by the relevant App store rules and policies.
- 2. We can change these terms and conditions at any time and for any reason. You are advised to check the terms and conditions before ordering each time.
- 3. You must be at least 18 years old in order to download and use the App.
- 4. Details of how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them are contained in our <u>Privacy Policy</u>.
- 5. You agree that it is a condition of ordering products on the App that you are on premises at one of our venues
- 6. We retain the right to refuse service based on licensing objectives or company policies.
- 7. Where alcoholic items are purchased, you must be able to provide valid ID/proof of age on request. If you (or any member of your group who is the intended consumer) are unable to provide proof that you are aged 18 or over to the satisfaction of our staff, or if our staff reasonably believes that the alcohol you have ordered has been bought by you on behalf of someone under the age of 18, we reserve the right not to complete the order of the alcohol products to you. This paragraph also applies to other age restricted products that a venue may sell.
- 8. The App requires a valid payment card to process orders. If you pay by credit or debit card, you may be required to show the card to the venue as proof of identification.
- 9. You are strongly advised to check your order before proceeding to purchase. Once you complete your order, you will enter into a binding contract with the venue that cannot be amended or cancelled.
- 10. We accept no responsibility for any damage or data loss caused to your device as a result of downloading and using the App.
- 11. Nothing in these terms and conditions affect your statutory rights. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. Our total liability to you in respect of all other losses arising under or in connection with the App or your use of them, 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. Processing your Order and venue rejections: On receipt of your Order, we will send it to the relevant venue outlet and will notify you by email that your Order has been received and is being processed. Please note that any confirmation page that you may see on the App and any Order confirmation email that you may receive each confirm that you have a contract for the sale of Products with the venue but does not necessarily mean that your Order will be fulfilled by the venue. Venues have the ability to reject Orders at any time due to stock availability, or for any other reason. If any part of your order is unavailable the venue will refund you the appropriate amount in accordance with paragraph 11.
- 13. If you experience any technical issues when using the App, please speak to a member of staff, or you can email support on arctable.support@arenaracingcompany.co.uk.
- 14. If your order is refunded, it will usually go through the site's till, with the funds being returned to the Payment account or card within 5/7 working days.