

Wing Kingz – Terms and Conditions

These Terms and Conditions apply to the sale of all Goods by us, Wing Kingz, a company registered in England & Wales under number XXXXXX, whose registered address is at XXXXXXXXXXXXXXXX (“we/us/our”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;
“Contract” means the contract for the purchase and sale of the Goods, as explained in clause 2;
“Customer/you/your” means the Consumer placing a Reservation with us;
“Goods” means the goods which are specified in your Reservation (and confirmed in our Reservation Confirmation);
“Reservation” means your table reservation;
“Reservation Confirmation” means our acceptance and confirmation of your Reservation as described in clause 2; and
“Website” means <https://www.thewingkingz.co.uk/>

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as email.

2. The Contract

2.1 These Terms and Conditions govern the booking of all Reservations by us and will form the basis of the Contract between you and us. If you wish to reserve a table with us, you will be required to complete the online booking form available on our website. Please ensure that you have checked your Reservation and that you have read these Terms and Conditions carefully before contacting us. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 By placing a Reservation with us, you warrant that you are legally capable of entering into binding contracts.

2.3 No part of our Website constitutes a contractual offer capable of acceptance. Your Reservation constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you a Reservation Confirmation by email. Only once we have sent you a Reservation Confirmation will there be a legally binding Contract between you and us.

2.4 Our Reservation Confirmation will set out the Reservation you have made with the number of persons booked for and including, where appropriate, any deposit payment received and contact details.

3. Reservations

3.1 We will not accept any Reservations for less than 6 people, any Reservations for less than this number shall be offered a walk-in service only.

3.2 All Reservations shall be for a 2-hour slot only, any requests for longer Reservations shall be subject to our discretion and decided on a booking-by-booking basis.

3.3 You must inform us of any dietary and allergen requirements applicable to your group at the time of booking. We cannot be held responsible in the event you fail to notify us of such dietary requirements.

3.4 We reserve the right to conduct identification checks in the event a person orders alcohol within our restaurant whom we believe to be underage.

3.5 We retain no responsibility for your belongings whilst you remain within our restaurant, any items you bring shall be brought and held at your own risk.

3.6 Your Reservation shall be held for 15 minutes after your booking time. After this time, we reserve the right to give the table away to another party if you do not inform us you are running late.

4. Deposit Payment

4.1 The price of our deposit will be that shown on our Website at the time of your Reservation. Our prices may change at any time, but these changes will not affect any Reservations that we have already accepted.

4.2 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every effort to correct such errors or omissions as soon as is reasonably possible.

4.3 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Reservation Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Reservation.

4.4 For all Reservations we will require a non-refundable deposit payment which shall be calculated based upon the number of people on the Reservation. All payments made via the Website will go through a secure payment gateway. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to third parties’ terms and conditions. A separate contractual relationship is created between you and them and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

4.5 All prices include VAT, where applicable.

5. Cancellation

5.1 You can cancel your Reservation up until two hours prior to your Reservation time.

5.2 We may cancel your Reservation at any time before your Reservation if an event occurs outside of our control (please see clause 7).

5.3 In the event you wish to cancel your Reservation and you have already paid for the Reservation under clause 4, this amount will not be refunded. If we cancel your Reservation, we will confirm this in writing.

6. Our Liability

6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

6.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.

6.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

6.4 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.

6.5 If you have a food allergy, please notify your server and we will do our best to accommodate. However, please be aware that our food may contain or come into contact with common allergens, such as dairy, eggs, wheat, soybeans, tree nuts, peanuts, fish, shellfish or wheat. While we take steps to minimize risk and safely handle the foods that contain potential allergens, please be advised that cross contamination may occur, as factors beyond our reasonable control may alter the formulations of the food we serve, or manufacturers may change their formulations without our knowledge.

6.6 If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance, so we can investigate.

7. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, earthquake, subsidence, acts of terrorism or war, epidemic, governmental action, natural disaster, or any other event that is beyond our control.

8. **How We Use Your Personal Information:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any amendments to them. For further information, please refer to our privacy policy on our Website.

9. Other Important Terms

9.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

9.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

9.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

9.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.

9.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

10. **Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.