

## TERMS & CONDITIONS

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Duncans Bar & Bistro's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Duncans Bar & Bistro' or 'us' or 'we' refers to the owner of the website whose registered office is Duncans Bar & Bistro LTD, 152A High St, Irvine KA12 8AN. Our company registration number is SC657564. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

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- This website uses cookies to monitor browsing preferences. If you continue without changing your settings, we'll assume you are happy to receive Cookies on Duncans Bar & Bistro's website. You can change your cookie settings at any time.
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services or information available through this website meet your specific requirements.

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- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **RESTAURANT TERMS AND CONDITIONS**

We regret that due to the terms of our Premise Licence we are not permitted to allow entry to unaccompanied minors (under 18 years of age) even if it is for food served without alcohol.

## **BOOKING TERMS AND CONDITIONS**

### **Duncans Bar & Bistro Terms and Conditions**

Where a deposit must be paid to secure the booking. Upon booking for certain times of the week you will be asked to provide card details which will be stored securely by our card processing provider stripe in the case of any party members not attending the booking your card may be charged a £5 fee per person unless suitable notice is given. We will hold tables for a maximum of 15 minutes unless pre-advised; please contact us if you are running late. Duncans Bar & Bistro Cancellation Policy: If you are unable to honour your reservation, please cancel your booking as soon as possible so we are able to offer the table to another guest. You can cancel your reservation by calling us directly on 01294 311833.

### **Duncans Bar & Bistro Data Protection Policy:**

Duncans Bar & Bistro LTD is committed to protecting your privacy and maintaining the security of any personal information received from you. We follow strict Data Protection security procedures in line with EU legislation and will not share, sell, rent or exchange your personal information with any third party for commercial reasons. By opting into receiving marketing, from Duncans Bar & Bistro, you are consenting to receive marketing information, including offers, events, and promotions, from Duncans Bar & Bistro.

## **GIFT VOUCHER TERMS & CONDITIONS**

These terms and conditions tell you about the legal terms and conditions which apply to your purchase and use of physical and digital Duncans Bar & Bistro gift cards.

These gift card terms apply to pounds sterling gift cards purchased physically from Duncans Bar & Bistro, 116 Harbour Street, Irvine KA12 8PZ. Gift cards are not available online.

Duncans Bar & Bistro Ltd reserves the right to update and change the terms and conditions of our Duncans Bar & Bistro gift cards at any time. This does not affect your legal rights. Use of your Duncans Bar & Bistro gift card constitutes acceptance of our Terms and Conditions and we therefore recommend you read them carefully. It is your responsibility to check these gift card terms from time to time to ensure you are aware of any changes which may have been made. Duncans Bar & Bistro gift cards remain the property of Duncans Bar & Bistro who maintains the right to cancel the card in its sole discretion in situations where it is deemed necessary to do so (such as to comply with applicable laws or as a result of circumstances beyond its control).

The value of your Duncans Bar & Bistro gift card can be redeemed at Duncans Bar & Bistro provided the gift card is redeemed within the redemption period applicable. Duncans Bar & Bistro gift cards have a redemption period of 12 months from the date of issue.

The gift card balance cannot be exchanged for cash or redeemed against the purchase of another card.

## **Validity**

Your Duncans Bar & Bistro gift card is valid for a period of 12 months from the date of activation following which they expire automatically. A gift card cannot be used after the expiry date and any remaining balance will be removed and the card will become invalid and no longer available for use. We have no obligation to remind or inform you of a gift card's expiry and it is your sole responsibility to ensure that any balance is used in full prior to expiry.

A Gift Card expires automatically once its balance has been exhausted. A Gift Card may be topped up with additional funds provided the gift card is still valid and has not yet expired.

Gift Cards may be used to pay for the whole or any part of an in-store purchase or online order.

There is no limit on the number of gift cards that may be used in one transaction in our restaurant. To transfer the balances from multiple gift cards onto a single gift card, please contact our Customer Service team.

## **Lost/ Stolen/ Damaged**

You are solely responsible for the safe keeping and security of your gift card following purchase. In cases where your Duncans Bar & Bistro gift card is lost or stolen, Duncans Bar & Bistro is unable to replace or reimburse the remaining balance on a card. Duncans Bar & Bistro cannot be held responsible for any balance lost on a Duncans Bar & Bistro gift card as a result of theft or fraud.

Should your Duncans Bar & Bistro gift card become damaged, Duncans Bar & Bistro will be able to replace the card providing you still have the card in your possession and the necessary details can be obtained.

## **Data Protection**

Personal data relating to your purchase or use of a gift card will be used in accordance with current applicable data protection and privacy legislation and our privacy policy which can be found at:

[www.duncansirvine.co.uk/privacypolicy](http://www.duncansirvine.co.uk/privacypolicy)