

# Service Terms and Conditions

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Terms governing bookings made via [www.jamesjoycemadrid.com](http://www.jamesjoycemadrid.com) Website or phone and then confirmed by way of Confirmation Email for the provision of goods and services

## 1. DEFINED TERMS

1.1 Arrival Date. Means the date you will arrive at the Site specified and agreed to in your Booking and upon receipt of your Confirmation Email.

1.2 Balance. Means the total cost of the products selected via your Menu Selections less any deposit if already paid.

1.3 Booking. Means making a reservation for the provision of products at one of our Sites via our website or by phone and subsequently confirmed by receipt of a Confirmation Email.

1.4 Confirmation Email. Means the email we send to you to confirm our acceptance of your Booking and which contains a Confirmation Number.

1.5 Confirmation Number. Means the numeric code contained in your Confirmation Email and which is proof of our acceptance of your Booking.

1.6 Days. Any reference to days, except where expressly stated, shall exclude weekends and bank holidays.

1.7 Event Beyond Our Reasonable Control. Means as stated in clause 7.1

1.8 Group Booking. Means a Booking that requires our products to be provided to 4 or more people.

1.9 Menu Selections. Means the products from the menu of products available at the Site you have selected for every person in the party to your Booking following receipt of the Menu Selections Email and within 7 days.

1.10 Menu Selections Email. Means the email you will receive 14 days before your Arrival Date which will ask you to select products from the menu of products available at the Site you have selected to attend for every person party to your Booking.

1.11 No Show. Means as defined in clause 6.9.

1.12 Short Notice Bookings. Means any Booking made where the Arrival Date is within 14 days of the date of the submission of the Booking.

1.13 Site. Means whichever one of our Sites at which your Booking has been made.

1.14 Sites. Means the premises we operate as listed on our website at the following link [www.jamesjoycemadrid.com](http://www.jamesjoycemadrid.com).

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1.15 Terms. Any reference to terms or conditions or contract shall mean the terms and conditions of this contract.

## 2. THESE TERMS

2.1 What these Terms cover. These are the terms and conditions on which you make Bookings with us via our website or via phone and which are then confirmed by way of receipt of a Confirmation Email and how we supply our products to you, whether these are goods or services.

2.2 Why you should read them. Please read these Terms carefully before you agree to complete your booking with us and before you submit any order for products to us. These Terms tell you who we are, how the Booking process works, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

## 3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who we are and contact. We are James Joyce Irish Pub Madrid and our registered offices are at Calle de Alcalá, 59, 28014 Madrid, Spain. You can contact our customer service team by using the contact form on our website at [www.jamesjoycemadrid.com](http://www.jamesjoycemadrid.com).

3.2 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us when you submitted your Booking and to which we sent your Confirmation Email.

3.3 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails and excludes fax.

3.4 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

3.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

## 4. OUR CONTRACT WITH YOU: BOOKING, ACCEPTANCE AND CONFIRMATION

4.1 How you will accept these Terms and Conditions. By successfully submitting your Booking, for the provision of products at any one of our Sites you agree to accept these Terms and conditions.

4.2 How we will accept and confirm your Booking. Our acceptance of your Booking will take place when you receive a Confirmation Email from us which contains a Confirmation Number, at which point a contract will come into existence between you and us. Your Booking and the provision of our products is subject to these Terms. No Booking is accepted or confirmed until you have received from us a Confirmation Email that contains a Confirmation Number. Your Confirmation Number is proof of our acceptance of your Booking. It is your responsibility to ensure the details submitted via our website or via phone when making your Booking are correct. If details you provide are incorrect or if you do not provide the required details, we may cancel your Booking and terminate the contract in accordance with clauses 6.7 (c) and 6.8 (b).

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4.3 Age restrictions. Your Booking will only be accepted if the person making the Booking is the age of 18 or over and can prove that via the presentation of a valid Passport, Drivers Licence or Identity Card upon the Arrival Date. If any party to your Booking is under the age of 18 you must contact the Site to which your Booking refers directly to inform them that persons included in your Booking are under the age of 18. If the person who made the Booking, or any persons party to the Booking, cannot prove they are the age of 18 or over upon arrival at the Site, or if the Site has not been contacted and informed prior to the Arrival Date that persons in the party to a Booking are under the age of 18, we reserve the right to cancel your booking in accordance with clause 6.7 (d) and 6.8 (c).

## 5. DEPOSIT AND BALANCE FOR PRODUCTS

5.1 Card details. All Bookings made via our website or otherwise require the provision of valid credit or debit card details (in accordance with clause 9.3).

5.2 Deposit. Upon submission of your Booking a deposit will be charged to and taken from the credit or debit card details provided with your Booking. The value of the Deposit will vary depending upon the Site at which your Booking is located. Subject to clauses 6.7 (b) and (f), deposits will be refunded solely at the discretion of the manager of the Site at which your Booking is located.

### 5.3 Menu Selections

(a) Before your arrival Date we will send you a Menu Selections Email asking you to make your Menu Selections.

(b) You must submit your Menu Selections to us by way of email or via our website within 14 days of the date of your Menu Selections Email.

(c) If you fail to provide us with your Menu Selections within the time frame set out in the Menu Selections request email (as required by clause 5.3 (b) above we reserve the right to cancel your Booking and terminate the contract with immediate effect. Refund of your deposit will be solely at the discretion of the manager of the Site at which your Booking is located.

### 5.4 Short notice Bookings. You must:

(a) make Menu Selections at the time of the submission of the Booking; and

(b) pay any deposit, at the time of the submission of the Booking.

Our acceptance of Short Notice Bookings is conditional upon the satisfaction of clauses 5.4 (a) and (b) above.

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## 6. CHANGES, CANCELLATION, NO SHOWS AND REFUNDS

6.1 Your rights to make changes. You can only request changes to your Booking or Menu Selection by putting the request in writing via email and have any changes confirmed in writing via email. If you wish to make a change to your Booking or Menu Selection, please do so by visiting the website of the Site at which your Booking is located or by contacting the Site at which your Booking is located directly. We will let you know if the change is possible. All changes to your Booking or Menu Selection are subject to availability at the time the change is requested. If it is possible, we will let you know about any changes to the price of the products, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6.2 Our right to make changes. We may make changes to your Booking or Menu Selections. This includes, for example:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat;

We may also make more significant changes to your Booking or Menu Selections. If we do so we will notify you as soon as reasonably possible, and if it is 14 or more days from your Arrival Date you may contact us (in accordance with clause 6.10) to cancel the Booking and terminate the contract with immediate effect. Refund of your deposit will be solely at the discretion of the manager at the site at which your Booking is located. We will refund you for any Balance paid for products not received.

6.3 Unavailability or withdrawal of products. We may stop providing certain products, or certain products may become unavailable for delivery on your Arrival Date. If this happens and if your Menu Selections are affected as a result, we will use reasonable efforts to contact you at least 14 days in advance, where possible, and offer you what is, in our opinion, a suitable alternative where possible. If no suitable alternative can be offered, in our reasonable opinion, we may at our discretion refund the entirety of any Balance paid for products not received together with any deposit already paid (in accordance with clause 5.2).

6.4 No change to Site. You must attend your Booking at the Site which you selected. We will not allow you to transfer your Booking to any of our other Sites. Failure to attend the Site which you selected on the Arrival Date will be recorded as a No Show and subject to clause 6.9.

6.5 Cancellation by you. You may cancel your Booking, and terminate the contract with immediate effect, up to 14 days from the Arrival Date by providing us with written notice in accordance with clause 6.10. Deposits will be refunded solely at the discretion of the manager of the Site at which your Booking is located.

6.6 Group Bookings. You may cancel a Group Booking, and terminate the contract with immediate effect, up to 21 days prior to the Arrival Date by providing us with written notice in accordance with clause 6.10. Any deposit paid will be refunded solely at the discretion of the manager of the Site at which your Booking is located.

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6.7 Cancellation by us. We may cancel your Booking, and terminate the contract:

- (a) with immediate effect and without notice to you if you fail to pay us when required to do so in accordance with these Terms;
- (b) with immediate effect, or by reasonable written notice where possible, if an Event Beyond Our Reasonable Control (in accordance with clause 7.1) means that we are not able to provide our products to you and fulfil your Booking. In the event of such a cancellation all charges that have been made to the credit or debit card details you provided us including deposit and any Balance paid will be refunded;
- (c) with immediate effect if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your Booking;
- (d) if the person who made the Booking or any party to the Booking cannot prove they are over the age of 18 upon arrival at the Site, or if the Site has not been contacted and informed prior to the Arrival Date that person's party to a Booking are under the age of 18;
- (e) with immediate effect if you fail to provide us with your Menu Selections within 14 days of the date of your Menu Selections email as required by clause 5.3 (b);
- (f) by 14 days' written notice to you if in our reasonable opinion we cannot fulfil your Booking or provide products in accordance with your Menu Selection requirements after having sent you a Confirmation Email. In the event of such a cancellation all charges, including deposit, that have been made to the credit or debit card details you provided to us will be refunded to you.

6.8 Loss of deposit. Any Deposit may become non-refundable or any Deposit or outstanding amount that remains unpaid may be charged to the credit card or debit card details provided with your Booking in the following circumstances:

- (a) if you fail to pay us when required to do so in accordance with these Terms;
- (b) if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your Booking;
- (c) if the person who made the Booking or any party to the Booking cannot prove they are over the age of 18 upon arrival at the Site, or if the Site has not been contacted and informed prior to the Arrival Date that persons party to a Booking are under the age of 18;
- (d) if you fail to provide us with your Menu Selections, or if you fail to pay the Balance, within 14 days of the date of your Menu Selections email as required by clause 5.3 (b);
- (e) if you cancel a Group Booking within 14 days or less of the Arrival Date;
- (f) if you cancel a Booking within 14 days or less of the Arrival Date;

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(g) if you or any party to your booking fails to attend the Booking at the Site you selected on the Arrival Date and you are recorded as a No Show in accordance with clause 6.9.

(h) if your Booking is cancelled in accordance with clause 6.7 (a), (c),(d) or (e) within 14 days of your Arrival Date.

Whether or not deposits will be refunded is solely at the discretion of the manager of the Site at which your Booking is located.

6.9 No Shows. If you or any party to your booking fails to attend the Booking at the Site you selected on the Arrival Date, we will record that failure to attend as a No Show, and the contract will terminate with immediate effect.

6.10 How to tell us you want to cancel and end the contract. If you wish to cancel you Booking and terminate these Terms in accordance with your rights under clause 6.5 please let us know by doing one of the following:

(a) Phone or email. Call the Site your Booking is located at directly and inform a Manager at that Site. Please provide your name, email address, phone number and details of the Booking.

You must adhere to the provisions of clause 6.5 and this clause 6.10 when cancelling a Booking.

6.11 How we will refund you. We will refund you any amount that might become due in accordance with these Terms by the method you used for payment.

6.12 When your refund will be made. We will make any refunds due to you as soon as possible. And, if you are exercising your right to cancel in accordance with clause 6.5, where possible within 14 days from the day on which we receive notice of your cancellation.

6.13 We may cancel your booking and terminate the contract at any time if we reasonably believe that the lead person or any member of your party is barred from any of our premises.

## 7. GENERAL

7.1 Events beyond our reasonable control. We will not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of the obligations under these Terms if such delay or failure result from events, circumstances or causes beyond our reasonable control. Such events include, but are not limited to:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

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(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts;

(h) non-performance by suppliers or subcontractors; and

(i) interruption or failure of utility service.

If our supply of products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

## 8. PROBLEMS, COMPLAINTS AND DISPUTES

8.1 How to tell us about problems. If you have any questions or complaints about your Booking or the products being provided please contact us by visiting our website at [www.jamesjoycemadrid.com](http://www.jamesjoycemadrid.com).

8.2 Responding to problems. We will endeavour to respond to any question or complaint submitted as quickly as we possibly can and within 5 working days where possible. If you make a complaint to us in relation to your Booking and that complaint remains unresolved after 48 working days you may refer the complaint to the European Commission's online dispute resolution portal. We will not be liable for any costs you incur pursuing a complaint against us.

8.3 Your statutory rights. Nothing in these Terms will affect your legal rights.

## 9. PRICE AND PAYMENT

9.1 Where to find the price for the products. The price of the products will be the price indicated on the Booking page when you placed your order and will be confirmed and provided to you when we send you a Menu Selection Email in accordance with clause 5.3). We use our best efforts to ensure that the price of the products advised to you is correct. However please see clause 9.2 for what happens if we discover an error in the price of the product you order.

9.2 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Where the product's correct price at the date of your Booking or Menu Selection is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at the date of your Booking or Menu Selection is higher than the price stated to you, we will contact you for your instructions before we proceed with the provision of products in accordance with your Booking or Menu Selection. If we accept and proceed with the provision of products in accordance with your Booking or Menu Selection where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we reserve our right to recover the correct price from you if higher than the price erroneously stated and may refund you the difference in price if lower than the price erroneously stated.

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9.3 When you must pay and how you must pay. We only accept payment via MasterCard Visa credit and debit cards and cash. You must pay in accordance with clause 5.

## 10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 Foreseeable loss only. If we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of breaching these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for loss or damage not caused as a result of a breach of these Terms.

10.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

10.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 11. PERSONAL INFORMATION

11.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply our products to you;
- (b) to process your Booking and Menu Selection and payment for our products;
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

11.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## 12. OTHER IMPORTANT TERMS

12.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. Where that becomes necessary we will use reasonable efforts to tell you in writing and ensure that the transfer will not affect your rights under these Terms.

12.2 You need our consent to transfer your rights to someone else. You may only transfer your Booking and rights or your obligations under these Terms to another person if we agree to this in writing.



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12.3 Nobody else has any rights under the contract (except someone you pass your rights on to). The contract is between you and us. No other person shall have any rights to enforce any of its Terms, except as explained in clause 12.2.

12.4 If a court finds part of the contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of you breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.6 Which laws apply to the contract and where you may bring legal proceedings. These Terms are governed by European law and you can bring legal proceedings in respect of the products in the European courts, subject to our right to bring legal proceedings against you for breach of these Terms in your country of residence if any other country.

12.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider we use. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, see clause 8.2.

## 13. Covid-19

13.1 Please do not visit us if you are suffering, or have suffered in the past 14 days, from the symptoms of COVID-19.

13.2 Please respect other people if they are wearing a mask and/or prefer to distance themselves from others.

13.3 If someone in your party becomes unwell due to Covid-19, we will try to help you to find an alternative date when possible. Please try to give us 72 hours' notice.

13.4 Please wash your hands with soap and water when visiting the lavatory.

13.5 Please dispose of masks in the bins supplied.

13.6 Please avoid close contact with others and please sit with the group you arrived with.

13.7 Please do not move the furniture. We have moved our furniture to ensure we can manage our capacity.

13.8 Please respect other people's personal space.

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13.9 Payments should be made by contactless when possible.

13.10 Children should always be supervised and remain with your group.

13.11 We sanitise tables and chairs between their being used. Please let us know if you would like tables and chairs re-sanitised before seating.

13.11 If you need extra assistance, we will aim to offer this where we can. If you have special requirements, please speak to a member of our team and they will aim to assist you

13.12 Group sizes. We are adhering to all national and localised guidelines.

## 14. Quiz's

14.1 The winner of the site quiz will be announced on the night of the quiz in the pub or bar that you have taken part in.

14.2 The winner of the national prize will be announced 7 days after the quiz in the pub or bar that is hosting the quiz.

14.3 Any prize will be issued at the completion of the Quiz.

14.4 It is accepted that everyone is aware of the prize at the commencement of the Quiz.

14.5 If the prize is not claimed within 24 hours of the Quiz, the winner's forfeits the amount remaining.

14.6 The prize is not exchangeable for anything else.

14.7 It is accepted that the The Quiz Master's decision of correct answers and winner is final.

## 15. Social Media Competitions

Please read these competition rules carefully. If you enter one of our competitions, we will assume that you have read these guidelines and you agree to them.

15.1. To enter a competition, you must be over 18 years at the time of competition entry

15.2. Competitions are not open to The James Joyce Irish Pub Madrid employees (or members of their immediate families)

15.3. No purchase necessary

15.4. Only one entry per person

15.5. Please follow the competition guidelines. The James Joyce Irish Pub Madrid reserves the right to amend the competition end date at any time

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15.6. If you win a competition we will notify you by social media within 48 working hours of the closing date

15.7. The judge's decision is final, and no correspondence will be entered into

15.8. If a panel of judges is required for the competition, it will be comprised of persons detailed on the relevant competition page and/or the The James Joyce Irish Pub Madrid team

15.9. The prize will not be transferable to another person

15.10. No part of a prize is exchangeable for cash or any other prize

15.11. If an advertised prize is not available, we reserve the right to offer an alternative prize of equal or greater value

15.12. If you have entered a competition, we will be announcing one winner a month on our Facebook pages

15.13. Incorrectly completed entries will be disqualified

15.14. Competitions on our brand social pages are run by The James Joyce Irish Pub Madrid, Calle de Alcalá, 59, 28014 Madrid, Spain

15.15. Please read our Privacy Policy which tells you how we use any personal information we may collect about you by entering a competition

15.16. Competitions on our brand social such as Facebook, Twitter and Instagram pages are in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram