

# Terms of Sale and Delivery

## Terms of Sale and Delivery for Bindia's online ordering system

### Company info

Take Away Elmegade ApS

CVR. 41226447

Hvidovrevej 80E

2610 Rødovre

### Using our online ordering system

- In order to use our online ordering system, it is obligatory that you use your correct name, phone number, e-mail address, and physical address.

### Payment

- We accept the following card types: Dankort, VISA, MasterCard, Discover, Diners Club, & JCB China UnionPay.
- We use [Nets](#) payment system.
- After placing your order, you will receive an order confirmation by email.
- After you have submitted your order and your card is billed, the order will be forwarded to the shop.
- If your order cannot be processed because of time constraints, lack of raw materials or any other reason, the amount will be returned to your card / account and you will be notified via email / phone call or both.

### Security / Privacy

- We do not store any credit card information. This information is handled strictly by [Nets](#).
- Any other personal information like name, address, phone number, email address you provide to Bindia during your ordering process, will not be disclosed to any third party (except for Delivery orders, where we - in order to process the order - forward these details to our delivery partners at [Takeout](#)). All the customer information you have provided is accessible only to trusted employees.
- We have the right to use your provided contact details to contact you regarding your order, if needed. This also includes our option to send a follow-up email.
- If you choose to create a Customer Account, your registered name, address, phone number and e-mail address are stored in our database and will be used for your personal login.

### Pick Up orders

- For Pick Up orders, it is your responsibility to pick up your order at the selected Bindia shop.

- It is also your responsibility to check the contents of your order before leaving the shop. In the same way, it is also your responsibility to check that the food is warm (except of course refrigerated items like Raita, Mango Lassi, etc.) before you leave the shop.
- Any complaints about missing items / wrong items / ruined items / cold food / etc. must be given before leaving the shop.
- Bindia cannot be held responsible for what happens with the contents of your order after leaving the shop.

### **Delivery orders**

- For Delivery orders, it is your responsibility to provide the correct name, phone number, e-mail and physical delivery address, along with what is written on the doorbell (if not your own name).
- We use [Takeout](#) as our delivery partner, to perform the transportation of your order from the shop to the selected delivery address.
- The delivery time you chose for your order is an estimate and although we will do our best to deliver on time, the delivery time can differ +/- 20 minutes due to busyness, traffic etc.
- In case you provide incomplete / incorrect information, the driver will not be able to deliver the order, and it will be sent back to the Bindia shop from where it was made. We are not obliged to call and confirm the address. In case an order is sent back to the shop in this way, it can be picked up at this shop until the shop closes on the same evening. At this point, the contents of your order will be discarded. There are no options of refund.
- If you have any questions about the delivery (transportation), you can reach Takeout's customer service at (+45) 70 27 70 30.
- In case there is something wrong with a delivered order (missing items / wrong items / ruined items / cold food / etc.) it is important that you contact Bindia regarding this issue immediately (maximum 30 minutes) after receiving the delivery. Please use the phone number to the Bindia shop from where the order was made, as provided in your Order Confirmation. You are also welcome to call our main number: (+45) 30 25 88 38.

### **Cancellation & Returns**

- You have the right to cancel your order minimum 24 hours before the selected time of Pick Up / Delivery. Subsequently your order is considered as in process, and since it concerns cooked food, there are no options of cancellation and/or returns.

### **Portion sizes (net weight of items)**

- The approximate net weight of the menu items are mentioned both on the order receipts, in our web shop, and in our physical menus.
- Here's a recap of the portion sizes:
  - Tandoori Chicken: approx. 300 g.
  - Biryanies: approx. 500 g.
  - Platters: approx. 500 g.
  - Curries: approx. 400 g.

- Vegetarian & Vegan: approx. 400 g.
- Pilao Rice: approx. 225 g.
- Raita: approx. 150 g.
- Mango Chutney: approx. 150 g.
- Chopped Salad: approx. 150 g.
- As written, the net weights are APPROXIMATE. However, we guarantee a minimum weight that is no more than 10% less than the weights mentioned above.

### **Spiciness level:**

- The spicy dishes are indicated with chili pictograms in the menu.
- We would also love to make your food extra spicy, if you choose this option for one or more items when ordering.
- However, we do not take any responsibility of food being too spicy, whether it is in case you have chosen to make an item spicier than the default, or if you have selected an item marked in the menu with a chili pictogram.

### **Reheating the food:**

- If you want to reheat our food, please follow the details described in this document: [DOWNLOAD DOCUMENT](#)

### **Feedback & Complaints**

- In all cases of complaints: it is your responsibility to document when & where the purchase was made. Without this documentation, we cannot process your complaint.
- In case your complaint regards an issue with one or more items purchased: it is your responsibility to document the issue. Without proper documentation, we cannot process your complaint.
- In case you think something is wrong with the quality of the food, you must bring the food back to the shop from where it was made, so we can investigate the matter and take action accordingly.
- In all cases of complaints: a refund can never exceed the amount of what was purchased in the first place, and this is limited to the items where a complaint has been acknowledged.
- In urgent situations: If you want to file an urgent complaint, please do so by calling the shop where your order was processed (the phone number to the shop is available in your Order Confirmation). You are also welcome to call our main number: (+45) 30 25 88 38.
- In non-urgent situations: If you want to submit your non-urgent feedback or file a nonurgent complaint about a product purchased via our ordering system, please do so by clicking [here](#), or you can send us an email at office@bindia.dk. Under normal circumstances, we will answer you within 2 working days (Monday - Friday).

**Disclaimer**

- All rights reserved in case of typing mistakes, price differences from our printed material, changes in price, etc.

**Abuse**

- To prevent abuse of our system, we (along with [Nets](#)) save all transactions with IP address.
- Abuse of the system will be registered and prosecuted.