Terms & Conditions

This section will go through the rules and regulations that govern our website.

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Your Account Security

Spice Merchant Indian Takeaway cannot be held responsible for any loss / damage or information which may arise as a result of failure by you to protect your account security. Please do not divulge your password to anyone and keep account details confidential at all times.

Purchasing From Us

By submitting your order you are offering to buy our goods and allowing us to use your personal details for the purposes of supplying products / services. We do not sell your details or pass them onto anyone else in any circumstance, under the Data Protection Act 1998. We are not obliged to supply goods to you until we have confirmed acceptance of your order. At this point a contract is made. You do not own the goods until we receive payment in full. If you discover you have made a mistake with your order please contact us immediately. Please do this before we confirm your order. By ordering from us you agree to opt in to our marketing mailing lists, which you can opt out of anytime (See the section on Marketing).

Refund Policy

Any refunds are at the sole discretion of the manager on duty. Refunds will not be given for mistakes on your part when ordering or if you choose to change your mind. Items on our menu vary from those served at other takeaways and restaurants; if you are unsure of any item on the menu please contact us. Items on our menu may have similar names to those of other takeaways and restaurants; this does not mean they are of any similarity to others. Any refunds or alternatives are at the sole discretion of the manager on duty. If you believe you are entitled to a refund please contact on **01752 600 424 / 260 919** and make a complaint, this is applicable for both cash and card orders. Making a complaint does not guarantee a refund. We may offer alternatives to monetary refunds, for example, substitutes on goods. By ordering online, you accept this could be the case and agree to any fair substitute.

For Out of Stock Items

We will advise you should any food be out of stock and give you a call. At this point you can cancel your order if you wish.

Refusal of Transaction

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this website whether or not that product has been sold; removing or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Delivery Time

We aim to deliver your order within the quoted times, but please consider traffic and weather conditions. During busy periods your order may take longer. We may or may not have time to notify you but please be patient or feel free to call us to check up on your order. Delivery times are approximate and cannot be guaranteed.

Contact Us

If you have any questions/comments about our terms and conditions, you should contact us.