Terms & Conditions

These Terms and Conditions apply when ordering online from:

Hana Sushi & Bar

Address: 64 Rue du Dix Octobre, 7243 Bereldange Walferdange, Luxembourg

Phone: +352 27 84 98 70

VAT number: LU35957212

Menu currency: EURO

(hereinafter referred to as the “Restaurant” or “We” or “Us”)
These Terms and Conditions apply to you as a client for online ordering (hereinafter referred to as “you” or the“user” or the “client”)

PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN YOU SHOULD NOT ACCESS AND/OR USE THE ONLINE ORDERING (HEREINAFTER NAMED “ONLINE ORDERING APPLICATION”). ACCESS AND/OR USE OF THE ONLINE ORDERING BY YOU SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Subject to applicable legal regulations in force, We may, in our discretion, from time to time amend or otherwise modify the Terms and Conditions of Use. We recommend that You carefully read, each time you order online, the Terms and Conditions as they may affect your rights.

These Terms and Conditions describe the general online ordering terms and conditions between Us and You and different rights and obligations of the Parties.

For the sake of clarity, these Terms and Conditions apply (also) in case of online ordering through the application (hereinafter referred to as the “online ordering application” or the “application“; the applications is the online ordering application used by the Client to place its order for different products and/or services (hereinafter referred to as the “products” and/or “services”).

The online ordering application is owned and operated by the licensor of the license agreement regarding the use of the application in order to order online.
Without affecting the generality of the present Terms and Conditions and for the sake of clarity You must also respect the license agreement regarding the use of the application in order to order online.

The Restaurant shall make all the necessary diligences to ensure that the information in relation with the online ordering is accurate and reliable. However, this cannot be infallible and errors may sometimes occur. You should take appropriate steps to verify all information in relation with the online ordering before using it. To the maximum extent permitted according to the applicable law, the Restaurant disclaims any warranty or representation of

any kind, whether express or implied, as to any matter whatsoever relating to the online ordering, including without limitation the availability of the online ordering application.

The Restaurant may from time to time revise the information in relation with the online ordering application and/or process and reserves the right to make such changes without any obligation to notify any past, current or prospective clients. In no event shall the Restaurant be liable for any indirect, special, incidental or consequential damages arising out of any use of the information contained herein and/or in relation with the online ordering process.

By ordering online, you acknowledge and agree that the use of the online ordering application and/or processes at your own risk and the maximum extent permitted according to the applicable law, in no circumstances, shall We be liable for any direct, indirect, incidental, special, consequential, or punitive damages, losses, costs or expenses nor for any loss of profit that results from the use of, or inability to use this online ordering and/or any application and/or material on any site linked to this online ordering application (including but not limited to any viruses or any other errors or defects or failures in computer transmissions or network communications) even if We have been advised of the possibility of such damage. In addition, no liability can be accepted by Us in respect of any changes made to the content of the online ordering application and/or process by unauthorized third parties. All express or implied warranties or representations are excluded to the maximum extent permitted according to the applicable law.

Except otherwise expressly mentioned, all the information in relation with the online ordering application (including without limitation the images, buttons and text) are property and/or available with the permission of the licensor of the license agreement regarding the use of the application in order to order online and holds usage rights over them and, may not be copied, distributed, or reproduced or transmitted in any form or by any mean, electronic, mechanical, photocopying, recording or otherwise, without its prior written permission.

The content referring to specific products (e.g. food items), arrangement and texts layout of the online ordering application and/or process, the trademarks, and any other content, are proprietary and are protected according with the legal regulations in force and cannot be used in any way without the express written permission of the Restaurant.

The Client does not obtain any license or right regarding the information in relation with the online ordering and/or application.

If you decide to order online using the online ordering application, you may be asked to provide full contact details and/or to create an account and you may need to accept cookies. You must keep your data confidential and must not disclose it to anyone. The Restaurant reserves the right to suspend the use of the online ordering application and/or process if you breach the Terms and Conditions.

You acknowledge and agree that all orders are treated as an express intention to purchase the nominated products and/or services for the agreed online prices and We treat this as an

binding offer from you to purchase such products and services. Any variations must be in writing, otherwise they will not be binding on either party.

The acceptance of any order for any of the products and/or services shall be at the entire discretion of the Restaurant. Our acceptance of an order may occur when you receive an on-screen message and/or email notification, confirming your order.

The Restaurant reserves the right to refuse any service, terminate your access to the online ordering application and/or process, remove or edit any content or accept your order/s in its sole discretion and without prior notice to you.

Any products and/or services provided through the online ordering application are done so on an "as is" and "if available" basis and the Restaurant expressly excludes any warranties, conditions, representations or other terms with respect to the online ordering or the content or products displayed on it, whether express or implied, unless expressly stated to the contrary.

The pictures of the products are for presentation only. The ordered products may have differences (e.g. color, form, etc.) towards the photos existing on the site. The Restaurant is not liable in any way if the description of products is not complete.

Delivery orders are also subject to: i)Your address falling in the defined delivery area of the Restaurant; ii)Availability of the restaurant being online for accepting online orders; iii) Your Order may be subject to a minimum amount per order;
You can pay by any of the methods listed in our checkout screen. Please make sure that if your order is placed using a credit or debit card, the card is valid on the date of your order placement. The Restaurant may provide no refunds to the orders paid online. Contact Us directly to settle any payment dispute or refund claim.

The online order once placed cannot be modified or cancelled either through the website or offline by calling the restaurant. Anyhow, if you wish to cancel or complain about your order, please call Hana Sushi & Bar, details of which will be included in the confirmatory e-mail sent to you upon placing your order and We can see how we can help you.

We will aim to provide you with your ordered products as close as possible to your requested delivery/collection time but we cannot guarantee the delivery time in all the cases. Delivery time may be affected due to bad weather or traffic conditions. This is to ensure the safety of our riders. Delivery service may be temporarily unavailable in selected areas due to bad weather or unforeseen circumstances.

The Client agrees to accept delivery of the Products at the agreed time and place of delivery. If you have chosen for the Products to be delivered, the Restaurant will deliver the order to the main entrance of the delivery address but any deliveries carried into the delivery address will only be made if the driver and you consent to this. If you are not present to take delivery of the goods at the address given in your order, then We will not refund you the price for your order and will charge you for the full amount of your order.

The Restaurant trademarks, as well as the related trademarks of others and related proprietary property are protected from copying and simulation under national and international laws and are not to be reproduced or copied without the express written permission of the Restaurant.

To the fullest extent permitted by law, the Restaurant excludes all liability arising out of its supply of the Products and in particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated delivery or pickup time; any circumstances over which the Restaurant had no control of the consequences and which the Restaurant could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the Client or others. In any event, the Restaurant's liability to the Client shall not exceed the total price charged for the relevant products/and or services.