



## PRIVACY POLICY AND TERMS

### 1. Introduction

1.1 You should check this website from time to time to review the then-current terms and conditions, because they are binding on you. We may revise these terms and conditions at any time by updating this posting. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on this website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this website.

### 2. Ordering procedure

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of the checkout process, you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when the order is despatched to you. We will send you a despatch confirmation by email. Unless we have notified you that we do not accept your order, or you have cancelled your order, the purchase contract will be made even if your payment has been processed immediately.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

### 3. Pricing

3.1 All prices include VAT at the current applicable rates. We reserve the right to express a price exclusive of VAT, but we shall show VAT separately and include it in the total price.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown on this Website.

3.3 Remember that you will need to order at least 12 items.

### 4. Cancellation and Returns Policy

4.1 If you wish to cancel your order:

- (a) you can notify us by email to [info@peelandspice.co.uk](mailto:info@peelandspice.co.uk) before we have dispatched the goods to you; or
- (b) where goods have already been dispatched to you, by returning goods to us (see clause 4.2).

4.2 You can return unopened goods you have ordered from us for any reason within 7 days of receipt for a full refund or exchange. The cost of returning goods to us shall be borne by you.

4.3 Upon receipt of the goods we will give you a full refund of the amount paid or an exchange credit as required.

4.4 The rights to return the goods to us as referred to in clause 4.3 will not apply in the event that the product has been opened. The provisions of this clause do not affect your statutory rights.



## **5. Delivery**

Delivery is to UK Mainland only and will usually be within 10 working days.

Please note: there is a £5 surcharge for all deliveries to Scotland which will be added on manually at the dispatch point.

## **6. Service access**

6.1 We endeavour to ensure that this website is available 24 hours a day. However, we will not be liable if for any reason it is unavailable at any time or for any period.

6.2 Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **7. Visitor material and conduct**

7.1 Other than personally identifiable information, any material you transmit or post to this website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

## **8. Links to and from other websites**

8.1 Links to third-party websites are provided solely for your convenience. If you use these links, you leave this website. We do not control and are not responsible for these websites or their content or availability. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page, and subject to the following conditions:

(a) you do not in any way imply that we are endorsing any products or services other than our own;

(b) you do not misrepresent your relationship with us nor present any other false information about us;

(c) you do not use any Peel & Spice trade marks without our express written permission;

(d) you do not link from a website that is not owned by you; and

(e) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does



not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

## **9. Privacy**

9.1 We respect your privacy and will treat all information as confidential.

When you shop on the Peel & Spice website, we will ask you to enter data such as your name, email address, billing address, delivery address, telephone number, product selections, credit card or other payment information or special instructions to service your order.

9.2 Please note that we will not pass on your details to third party organisations and that your personal details are held securely and in strict confidence. We only use your information for the following purposes:

- To analyse website statistical information and improve administration of the website
- To improve customer service - Information you provide helps us respond to your customer service requests and support needs more efficiently.
- To personalize user experience - We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site - We may use feedback you provide to improve our products and services.
- To process payments - We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- To run a promotion, contest, survey or other Site feature
- To send Users information they agreed to receive about topics we think will be of interest to them.

## **10. Website content policy**

10.1 We endeavour to ensure that the information on this website is correct, but we do not warrant its accuracy or completeness. We may make changes to this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

10.2 The material on this website is provided without any condition, warranty or other term of any kind. To the maximum extent permitted by law we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this website.

## **11. Liability**

11.1 We or any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or



connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this Website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence as defined by the Unfair Contract Terms Act 1977; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you are responsible for all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this website, or the use by any other person using your registration details.

## **12. Governing law and jurisdiction**

12.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **13. Miscellaneous**

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

## **14. Copyright**

14.1 Any copying of design is prohibited and cannot be done so without permission from Peel & Spice Ltd.

## **Contacting us**

If you have any questions about Security, this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

[www.peelandspice.co.uk](http://www.peelandspice.co.uk)

[info@peelandspice.co.uk](mailto:info@peelandspice.co.uk)

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