# TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.woodfiredpizzashack.com** (the "Site"). This Site is owned and operated by Jonathan ginger. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Jonathan ginger and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

#### Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Pizza & Sides.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Private Catering Hire.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the

amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

# **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- NA.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforseen circumstances. Please note that delivery times do not include weekends and bank holidays.

You will not be charged for the delivery of the goods you purchase on our Site.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the Eurpoean Union you have the right to cancel your contract to purchase goods and services from us within 14 days without giving notice.

### The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service;
- Will end 14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together;
- Will end 14 days from when you receive, or someone you nominate receives, the last good when you purchased goods in one order that are delivered separately; or
- Will end 14 days from when you receive, or someone you nominate receives, the first good when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at wfpshack@gmail.com or by post at Long Acre, Melton Road, Shangton, LE8 0PL. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

# The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Custom or personalised goods;
- Goods that will deteriorate or expire rapidly;
- Alcoholic beverages where the price has been agreed upon at the time of purchase, delivery of them can only take place after 30 days, and their value is dependent on fluctuations in the market that we cannot control;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and

- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

### **Effects of Cancellation**

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary delivery charges resulting from your choice of a delivery type other than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will provide the reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

#### Refunds for Services

We provide refunds for services sold on our Site as follows:

#### Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

The services will be fully refunded if the services are cancelled at least 1 week before the services were scheduled to be provided.

# **Consumer Protection Law**

Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

# **Limitation of Liability**

Jonathan ginger and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

# **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Jonathan ginger and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the laws of the Country of England.

#### Additional Terms

Privacy Policy / GDPR

Last updated: January 02, 2023

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from www.woodfiredpizzashack.com (the "Site").

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

"Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit http://www.allaboutcookies.org.

"Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

"Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers), email address, and phone number. We refer to this information as "Order Information."

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

### HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

#### Communicate with you;

Screen our orders for potential risk or fraud; and

When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site,

and to assess the success of our marketing and advertising campaigns).

#### SHARING YOUR PERSONAL INFORMATION

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Shopify to power our online storeyou can read more about how Wix uses your Personal Information here: https://www.wix.com/about/privacy. We also use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: https://www.google.com/intl/en/policies/privacy/. You can also opt-out of Google Analytics here: https://tools.google.com/dlpage/gaoptout.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

#### DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

### YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or erased. If you would like to exercise this.

### Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

# **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

07946 537305

wfpshack@gmail.com

Long Acre, Melton Road, Shangton, LE8 0PL

You can also contact us through the feedback form available on our Site.

Effective Date: 2nd day of January, 2023

To: www.woodfiredpizzashack.com

### **Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

Address: Long Acre, Melton Road, Shangton, LE8 0PL
Email: wfpshack@gmail.com
I hereby give notice that I cancel my contract of sale of the following goods or services:
Ordered on:
Received on:
Customer name:
Customer address:
Signature (only required if you are returning a hardcopy of this form):
Date: