# **Legal Stuff**

**Terms and conditions of sale**

1. Introduction

1.1 These terms and conditions shall govern the sale and purchase of products through our website.

1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Interpretation

2.1 In these terms and conditions:

(a) "we" means The Lawesome Bakery; and

(b) "you" means our customer or prospective customer,

and "us", "our" and "your" should be construed accordingly.

3. Order process

3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.

3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.

3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

3.4 You will have the opportunity to identify and correct input errors prior to making your order by emailing us on the email address listed on this website.

4. Products

4.1 The following types of products are or may be available on our website from time to time:

Cookies, Cake jars and American Pudding

4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

4.3 The images of our products on our site are for illustrative purposes only. Your product and their packaging may vary slightly from these images.

5. Prices

5.1 Our prices are quoted on our website.

5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

5.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.

5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

5.5 In addition to the price of the products, you will have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

6.1 You must, during the checkout process, pay the prices of the products you order.

6.2 Payments may be made by any of the permitted methods specified on our website from time to time.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by us in relation to the chargeback (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of GBP 25.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a chargeback as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Deliveries

7.1 Our policies and procedures relating to the delivery of products are set out in this Section 7.

7.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process. Only when delivery is available. Limited to a 3 mile radius from The Lawesome Bakery.

7.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 7 days following the date of the order confirmation; however, we do not guarantee delivery by this date.

7.4 We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 7 days following the later of receipt of payment and the date of the order confirmation.

7.5 We will only deliver products to addresses in Todmorden OL14 .

8. Distance contracts: cancellation right

8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

8.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).

8.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

8.4 If you cancel a contract on the basis described in this Section 8, you must send the products back to us (to The Lawesome Bakery, 404 Burnley Road, Todmorden OL14 8JA) or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 8 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.

8.5 If you cancel an order in accordance with this Section 8, you will receive a full refund of the amount you paid to us in respect of the order including the costs of delivery to you, except:

(a) if you chose a kind of delivery costing more than the least expensive kind of delivery that we offer, we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer; and

(b) as otherwise provided in this Section 8.

8.6 If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.

8.7 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

8.8 Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 8 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

8.9 You will not have any right to cancel a contract as described in this Section 8 insofar as the contract relates to:

(a) the supply of any sealed perishable food items that have been unsealed and partially or fully consumed by you.

9. Warranties and representations

9.1 You warrant and represent to us that:

(a) you are legally capable of entering into binding contracts;

(b) you have full authority, power and capacity to agree to these terms and conditions;

(c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and

(d) you will be able to take delivery of the products in accordance with these terms and conditions[ and our delivery policy].

9.2 We warrant to you that:

(a) we have the right to sell the products that you buy;

(b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;

(c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;

(d) the products you buy will correspond to any description published on our website; and

(e) the products you buy will be of satisfactory quality.

9.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

10. Limitations and exclusions of liability

10.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

(a) are subject to Section 10.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

10.6 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the greater of:

(a) £500.

11. Order cancellation

11.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

(a) you fail to pay, on time and in full, any amount due to us under that contract; or

(b) you commit any breach of that contract.

11.2 You may cancel a contract under these terms and conditions immediately, by giving us written notice of termination, if we commit any breach of that contract.

11.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

12. Consequences of order cancellation

12.1 If a contract under these terms and conditions is cancelled in accordance with Section 11:

(a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;

(b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and

(c) all the other provisions of these terms and conditions will cease to have effect, except that [Sections 1.3, 6.4, 10, 15, 16, 17, 18, 19 and 20] will survive termination and continue in effect indefinitely.

13. Scope

13.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.

13.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

13.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

14. Variation

14.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

14.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

15. Assignment

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions].

15.2 You may not without our prior written consent assign, transfer, subcontract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. No waivers

16.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

16.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

17. Severability

17.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

17.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Third party rights

18.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

18.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

19. Entire agreement

19.1 Subject to Section 10.1, these terms and conditions, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

20. Law and jurisdiction

20.1 These terms and conditions shall be governed by and construed in accordance with English law.

20.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

21. Statutory and regulatory disclosures

21.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

21.2 These terms and conditions are available in the English language only.

21.3 Our VAT number is #AWAITING.

22. Our details

22.1 This website www.thelawesomebakery.co.uk is owned and operated by The Lawesome Bakery.

22.2 We are registered in England and Wales under registration number calderdale-949670 and our registered office is at 404 Burnley Road, Todmorden, OL14 8JA.

22.3 Our principal place of business is at The Lawesome Bakery, 404 Burnley Road, Todmorden, OL14 8JA

22.4 You can contact us:

(a) by post, using the principal place of business address given above;

(b) by Email: thelawesomebakery@gmail.com

# **Privacy policy**

1. Introduction

1.1 We are committed to safeguarding the privacy of The Lawesome Bakery online visitors and service users.
1.2 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and service users; in other words, where we determine the purposes and means of the processing of that personal data.
1.3 We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website [www.thelawesomebakery.co.uk](http://www.thelawesomebakery.co.uk) and services, we will ask you to consent to our use of cookies when you first visit our website.
1.4 Our website incorporates privacy controls which affect how we will process your personal data. By using the privacy controls, you can specify whether you would like to receive direct marketing communications and limit the publication of your information. You can access the privacy controls via [www.thelawesomebakery.co.uk](http://www.thelawesomebakery.co.uk) .
1.5 In this policy, "we", "us" and "our" refer to The Lawesome Bakery. For more information about us, see Section 12.

2. How we use your personal data

2.1 In this Section 2 we have set out:
(a) the general categories of personal data that we may process;
(b) in the case of personal data that we did not obtain directly from you, the source and specific categories of that data;
(c) the purposes for which we may process personal data; and
(d) the legal bases of the processing.
2.2 We may process data about your use of our website and services ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is consent OR our legitimate interests, namely monitoring and improving our website and services.
2.3 We may process your account data. The account data may include your name and email address. The source of the account data is you or your employer. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is consent OR our legitimate interests, namely the proper administration of our website and business OR the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
2.4 We may process your information included in your personal profile on our website (“profile data") The profile data may include your name, address, telephone number, email address. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services. The legal basis for this processing is consent OR [our legitimate interests, namely the proper administration of our website and business OR [the performance of a contract between you and us and/or taking steps, at you request, to enter into such a contract.
2.5 We may process your personal data that are provided in the course of the use of our services ("service data”). The source of the service data is you or your employer. The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is consent OR our legitimate interests, namely the proper administration of our website and business OR the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
2.6 We may process [information that you post for publication on our website or through our services] ("publication data"). The publication data may be processed for the purposes of enabling such publication and administering our website and services. The legal basis for this processing is consent OR our legitimate interests, namely the proper administration of our website and business OR the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract
2.7 We may process information contained in any enquiry you submit to us regarding goods and/or services ("enquiry data"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is consent.
2.8 We may process [information relating to our customer relationships, including customer contact information] ("customer relationship data”). The customer relationship data may include your name, your employer, your job title or role, your contact details, and information contained in communications between us and you or your employer. The source of the customer relationship data is you or your employer. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers]. The legal basis for this processing is consent OR our legitimate interests, namely the proper management of our customer relationships.
2.9 We may process [information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website ("transaction data”). The transaction data may include your contact details, your card details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract and our legitimate interests, namely the proper administration of our website and business.
2.10 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent OR the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract .
2.11 We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed [for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.
2.12 We may process identify general category of data. The legal basis for this processing is consent OR our legitimate interests, namely the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
2.13 We may process any of your personal data identified in this policy where necessary for [he establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.
2.14 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.
2.15 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.
2.16 Please do not supply any other person's personal data to us, unless we prompt you to do so.

3. Providing your personal data to others

3.1 We may disclose your personal data to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries if there are to be any) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy. Information about our group of companies can be found at www.thelawesomebakery.co.uk

# **Returns policy**

1. Introduction

1.1 We understand that from time to time you may wish to return a product to us, however as our products are perishable and cannot be resold once returned, this will be done in exceptional circumstances.
1.2 We have created this policy to enable you to return products to us in appropriate circumstances.
1.3 This policy shall apply to all of our customers.
1.4 This policy shall apply to all orders submitted through our website.
1.5 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Returns

2.1 If you have no other legal right to return a product and receive a refund or exchange, then you will nonetheless be entitled to return a product to us and receive a refund in accordance with this policy if:
(a) we receive the returned product within 7 days following the date of dispatch of the product to you;
(b) the returned product is unused, in its original unopened packaging with any labels still attached.
(c) you comply with the procedure set out in this policy in relation to the return of the product; and
(d) none of the exclusions set out in this policy apply.

3. Returns procedure

3.1 In order to take advantage of your rights under this policy, you must contact us to let us know you have not been happy with the product and you wish to return it.
3.2 Products returned under this policy must be sent by Royal Mail Signed For delivery to The Lawesome Bakery, 404 Burnley Road, Todmorden OL14 8JA

3.3 You will be responsible for paying postage costs associated with returns under this policy.

4. Refunds

4.1 We will give you a refund for the price you paid to us in respect of any product properly returned by you in accordance with this policy.
4.2 We will not refund to you the original delivery charges relating to the returned product.
4.3 We will not refund to you any costs you incur in returning the product to us.
4.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
4.5 We will process the refund due to you as soon as possible and, in any event, within 30 days following the day we receive your returned product.

5. Improper returns

5.1 If you return a product in contravention of this policy, and you do not have any other legal right to a refund or exchange in respect of that product:
(a) we will not refund the purchase price or exchange the product;
(b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
(c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

6. Our details

6.1 This website [www.thelawesomebakery.co.uk](http://www.thelawesomebakery.co.uk) is owned and operated by The Lawesome Bakery.
6.2 Our principal place of business is at The Lawesome Bakery, 404 Burnley Road, Todmorden OL14 8JA
6.3 You can contact us:
(a) by post, using the postal address The Lawesome Bakery, 404 Burnley Road, Todmorden OL14 8JA
 (b) by Email, thelawesomebakery@gmail.com