

TELEPHONE TERMS OF SALE

Last updated: 7 March 2023

PLEASE READ THESE TERMS CAREFULLY BEFORE PLACING YOUR ORDER AND MAKE SURE YOU UNDERSTAND THEM

These are Our telephone terms and conditions of sale (“**Terms of Sale**”) that give you important information about the legal terms and conditions on which We sell Our goods and Our Cookery School courses (“**Products**”) to you over the telephone. By placing an order you agree to be bound by these Terms, together with any and all other policies and documents mentioned in these Terms.

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1 INFORMATION ABOUT US

We are Bettys, registered in England and Wales as Bettys & Taylors of Harrogate Ltd under company number 00543821 (“**Bettys**” or “**We**” or “**Us**” or “**Our**”). Our registered office is at 1 Parliament Street, Harrogate, HG1 2QU, England. Our main trading address is at 1 Parliament Street, Harrogate, HG1 2QU, England. Our VAT number is 405696146

2 HOW TO CONTACT US

2.1 You can contact Our Customer Support team using any of the following details:

- (a) By telephone on 0800 456 1919 (or on +44(0)1423 814008 if calling from outside of the UK), between the hours of 9am and 5.00pm GMT (excluding bank holidays);
- (b) By email to heretohelp@bettys.co.uk; or
- (c) By post to Bettys Customer Support, The Craft Bakery, Plumpton Park, Harrogate, HG2 7LD, United Kingdom.

3 ABOUT THESE TERMS

- 3.1 These Terms of Sale (together with Our [Privacy](#) and [Cookies Policy](#) regarding personal information provided by you, which may be accessed via Our website www.Bettys.co.uk (“**Website**”) will apply to any contract between us for the sale of Products to your (“**Contract**”). Therefore, please read these Terms carefully and make sure that you understand them before ordering any Products
- 3.2 By Placing an order for Products you agree to be bound by the Terms of Sale. Please read these Terms of Sale carefully and make sure that you understand them before ordering any Products from us. If you do not agree with these Terms of Sale, you must not place an order for Products over the telephone.
- 3.3 Before placing an order, if you have any queries relating to these Terms of Sale, please [click here](#) to email Our customer support team or contact Us using any of the details above
- 3.4 We may change these Terms of Sale from time to time without notice to you, for example, to comply with changes in the law, to take account of new ordering or payment processes, or new Products We may offer. Changes will only apply to any subsequent orders you make over the telephone. It is your responsibility to check these Terms regularly for changes Every time you wish to order Products, please check these Terms of Sale to ensure you understand the terms that will apply at that time.
- 3.5 These Terms of Sale, and any Contract between you and Us, is only in the English language.
- 3.6 In Our dealings with you, unless you advise Us otherwise, We work on the assumption that all sales are to private consumers, you are at least 18 years old and are legally capable of entering in to binding contracts.
- 3.7 All of these Terms are applicable and important and should therefore be read carefully. However, your attention is drawn in particular to the following key sections:
 - (a) Pricing (at paragraph 9);
 - (b) Delivery information and costs (at paragraph 7);
 - (c) Our liability to you (at paragraph 3); and

(d) Cancellation rights and refunds (at paragraphs 10, 11 and 2).

4 PRODUCT INFORMATION

- 4.1 We have made every effort to describe and display as accurately as possible the Products that appear on the Website and in Our catalogues and emails. However, your Products may vary slightly from the description and images on Our Website, especially those Products which are handcrafted.
- 4.2 Please note that the colours and appearance of the Products you see when viewing on Our Website will depend on your computer equipment and the resolution of your screen and/or monitor, and these may vary slightly from the actual Products.
- 4.3 Prices, offers and Products are subject to availability and may change at any time prior to receipt of your Dispatch Confirmation).
- 4.4 Please refer to the returns information at paragraph 10 below if you are not satisfied with the Products.

5 HOW TO PLACE AN ORDER BY TELEPHONE AND THE CONTRACT BETWEEN US

- 5.1 All orders made are subject to these Terms. To order Products from over the telephone and to create a Contract between you and Us, follow these steps:
- 5.2 Find the Product you would like to purchase (either on Our Website or in one of Our published brochures or catalogues or email notifications) and call us on 0800 456 1919, or +44(0)1423 814008 if you are calling from outside the UK.
- 5.3 Before you enter into a legally binding contract with Us, you must ensure that you have read, and agree with, these Terms of Sale, because when you Contract with Us you are signifying your agreement with these Terms of Sale. **If you do not agree with these Terms of Sale, you must not enter into a contract with us.**
- 5.4 Our Customer Support team will take you through the purchasing process over the telephone. This will include taking some personal information about you and/or any gift recipient for whom you are buying Products (e.g. name, address, telephone number, email address). All personal information that you disclose to us will be used strictly in accordance with Our Privacy and Cookies Policy, which is published on Our Website, or available in a hard copy on request.
- 5.5 If you are a new customer, Our Customer Support team will offer you the option to receive marketing mailings from Us, either by email, by post, or by email and post. If you do not want to receive such mailings, please tell Our Customer Support team that this is the case. If you are an existing customer and you wish to change, or cancel, your current marketing mailing preferences, you can let Us know when placing your order for Products or you can [here](#)
- 5.6 You will be provided with details of all relevant postage and packing charges before you place your order. This information is also set out below and on Our Website.
- 5.7 Once you have provided Us with all of the information, We need to order the Product(s), you will be asked to provide your credit or debit card details, including the name on the

card you will be using, the type of card and the long number shown on the card, the date of expiry and the card verification code (CVC) number.

- 5.8 Your order is an offer to purchase Products from Us. Acceptance of an order placed by you over the telephone and the completion of the Contract between you and Us will take place when you receive the Dispatch Confirmation from Us (as referred to below).
- 5.9 If you have provided Us with an email address:
- a) Once you have placed your order for Products with Us, We will send you an order confirmation to confirm that your order is complete ("**Order Confirmation**"). This will include your order number.
 - b) We will send you a further email when your order has been dispatched which will state the delivery method you have selected, along with a tracking number if you chose the Named Day or Saturday delivery service ("**Dispatch Confirmation**"). Once your Products have been dispatched, We will not be able to make any changes to the delivery address provided. When We send you the Dispatch Confirmation a legally binding contract is formed.
- 5.10 If for any reason, having taken your order over the telephone, We cannot provide you with a Product on your order, you will be contacted by telephone or email and a refund will be issued for the Product that is not available.
- 5.11 If a Product you have ordered is listed at an incorrect price due to an error on Our part, We will notify you of the error and, if We have overcharged you, We will refund you for the overcharged amount so that you pay only the correct price of the Product (and the delivery charge if the order only contained that item). If We have undercharged you and We become aware of this before We send you your Dispatch Confirmation, We will notify you of the correct price of the Product and give you the opportunity to either proceed with your order at the correct price, or cancel your order for the Product. If you opt to cancel your order, We will provide you with a full refund. If you opt to proceed with your order, We will charge you the outstanding balance of the price for the Product.
- 5.12 The Contract between Us is completed once the Products are delivered. The risk in the Products will pass to you once they are delivered, which means that you will become responsible for the Product

If you are Booking a Cookery School Course the following terms also apply (where there is a conflict between any of these terms and the main terms, these terms prevail):

Allergies and Intolerances

1. You must disclose to us at the time of booking via the allergies questionnaire, full details of any medical condition that may affect your ability to take part in the relevant course, or follow instructions. This will include details of any food intolerances, or allergies, that you, suffer and of which we would need to be aware of when preparing the lunch or supper (“course refreshments”) that you will have as part of the course/event. If you are booking for other attendees, each individual attendee will be sent a similar questionnaire.
2. You, and each individual you book for, will be required to complete a brief health questionnaire and allergen form prior to attendance for the relevant course/event, which will be used by us to assess your/any other attendee’s/attendees’ fitness to take part. We will require you and the attendees to complete these forms within the communicated lead times (usually approximately seven days prior to the course date) in order for us to process the information
3. It is the individual responsibility of each attendee you book for to ensure they advise us of all allergies and intolerances within the prescribed timescale. If we are not informed of such allergies or intolerances, we will not be able to accommodate them on the day of the course.
4. We are not able to adapt the content of any of our courses/events to suit particular dietary tastes, intolerances, or allergies. **We are unable to guarantee a completely nut-free cooking environment on any of our courses/events.** Customers are not permitted to bring substitute ingredients into the Cookery School as this contravenes our Food Safety Policy.
5. We reserve the right to decline a booking, or to ask a person to leave a course/event, without reimbursement of the course fee, if we reasonably believe that their presence on the course may pose an unacceptable risk to their own health and safety, or to the health and safety of other persons attending the course/event, or our employees. 7 days prior to the course date, you will be required to complete a health questionnaire to return to no later than 24 hours before attending a course.

Booking a Course

6. Find the course you would like on our Website course pages, select the “enquire now” button and complete the “register your interest” form. Alternatively call our Customer Support team on 0800 456 1919 and select the option for Cookery School.
7. Our Customer Support Team will call you back to advise you of the availability of the course you have enquired about. If available, they will take you through the booking process over the telephone. Before you place your order, you must ensure that you have read, and agree with, these Telephone Order Terms of Sale, because when you place your order you are signifying your agreement with these Telephone Order Terms of Sale. *If you do not agree with these Telephone Order Terms of Sale, you must not place an order with us for Products.* This will include taking some personal information about you and/or any attendees for whom you are booking courses for (e.g. name, address, telephone number, email address and age). All personal information that you disclose to us will be used strictly in accordance with our Privacy and Cookies Policy, which is published on our Website, or available in a hard copy on request.
8. If you are a new customer, our Administration team will offer you the option to receive marketing mailings from us, either by email, by post, or by email and post. If you do not want to receive such mailings please tell our Administration team that this is the case. If you are an existing customer and you wish to change, or cancel, your current marketing mailing preferences, you can let us know when placing your order for Products or you can call us on 0800 456 1919 between 9am - 5pm Monday - Saturday (excluding public holidays).
9. Once you have provided us with all of the information we need to complete the course booking, you will be asked to provide your credit or debit card details, including the name on the card you will be using, the type of card and the long number shown on the card, the date of expiry and the card verification code (CVC) number.
10. Once you have placed your order for Products with us, we will send you an order confirmation to confirm that

6 AGE RESTRICTIONS

- 6.1 By law, We cannot sell certain Products, including alcohol, to persons under the age of 18. It is also an offence for any person under the age of 18 to buy, or attempt to buy, alcohol, or for any person over the age of 18 to buy alcohol on behalf of any person under the age of 18. By placing an order with Us you are confirming that you are of the legal age to buy the Products, but We reserve the right to require confirmation or evidence of age at the time of order or on delivery.

7 DELIVERY

7.1 UK Deliveries

- (a) For UK mainland deliveries We offer Standard, Named Day, Named Day by 12pm and Saturday delivery options. You can choose between these delivery options to suit your needs. The price and maximum weight allowed for each of these delivery methods is set out below:

- Standard – from £4.95 (maximum weight – 2kg)
- Premium delivery* - from £7.95 (maximum weight – 30kg)
- Premium delivery by 12pm* - from £10.95 (maximum weight – 30kg)
- Saturday* - from £10.95 (maximum weight – 30kg)

*Due to the high volume of deliveries over peak periods. Our couriers operate extended hours. Consequently, they may attempt to deliver your Products ahead of your chosen date to ensure it arrives on time. For example, some orders placed for delivery on a Tuesday may be delivered on the previous Sunday or Monday.

- (b) For the Highlands and Islands (including Isle of Wight, Isle of Man, Scottish Islands and Channel Islands) and certain other remote UK regions We offer Standard and Premium delivery options. The Premium delivery option takes a minimum of two days, and usually takes longer than this. The price and maximum weight allowed for each of these delivery methods is set out below:

- Standard – from £4.95 (maximum weight – 2kg)
- Premium – from £12.95 (maximum weight – 30kg)

7.2 International Deliveries

- (a) We also deliver to countries outside of the UK, including the countries listed in the delivery section of our website <https://www.bettys.co.uk/customer-service/delivery>
- (b) International shipping costs are entirely dependent upon on the Products you are purchasing, weight, destination and the selected shipping service.
- (c) International Standard and International Premium services: Orders with a total weight exceeding 2kg (up to a maximum of 30kg) will always be sent via International Premium. Weight and destination restrictions may apply.

The Products on Our Website and in published brochures or catalogues are suitable for purchase in the UK. Customers ordering outside of the UK do so at their own risk and are responsible for compliance with local laws. When ordering from outside the UK, you are classified as an importer and it is your responsibility to check the Products being imported comply with any applicable import laws, and that there are no local restrictions which may affect your order. If deliveries are subject to any import duties, taxes and fees applied by customs authorities, then you will be responsible for these costs. Bettys cannot be held responsible should local customs authorities confiscate any item or charge any import duty.

7.3 General Delivery Information

- (a) Delivery prices are also set out on Our Website and are subject to change.
- (b) You are responsible for providing Us with correct and complete delivery details. Bettys are not liable for the delivery of your order as a result of being provided incomplete or inaccurate details.
- (c) If you order more than one Product, these may be dispatched and delivered separately depending on the delivery option you select.
- (d) Additional delivery information that is available, for example the name of the courier who will deliver your Products and any tracking information, will be provided in your Dispatch Confirmation.
- (e) If Our couriers deliver your Product(s) in accordance with your instructions (whether to a 'safe' place, to a neighbour or otherwise) both Bettys and the courier will not be liable for any loss, theft or damage to the Products following delivery. Any such instructions are given entirely at your own risk.
- (f) If delivery is not possible, then Our couriers will either leave or post a card with instructions, or email instructions, giving details of how delivery can be re-arranged or the parcel can be collected.
- (g) Orders which include alcohol, or any other Product subject to restrictions on age, must be signed for at the delivery address (or upon collection), by you or by your nominated representative and the person receiving the delivery may

be required to provide evidence of age. We reserve the right to refuse delivery to any person who appears to be underage if satisfactory proof of age cannot be produced.

- (h) For information on estimated UK and international delivery times relevant to your order, please refer to Schedule 1 of these Terms.
- (i) Your order will be fulfilled within the estimated delivery period set out in Schedule 1, unless there is an Event Outside of Our Control (as defined in paragraph 14 below). If We are unable to meet the estimated delivery deadline because of an Event Outside of Our Control, We will contact you. Bettys will not be liable for any delay or failure to deliver your order as a result of an Event Outside of Our Control.
- (j) In circumstances where the Products you have purchased are not delivered within the estimated delivery period confirmed in your Dispatch Confirmation, you may be entitled to treat this Contract as having come to an end. In such instances, please contact Us as you may return the Product(s) which have been delivered late and receive a full refund, including any agreed return costs which you may incur. If you have any other queries about your delivery, please visit Our [Contact Us](#) page or contact Us using the details provided above.

8 GIFT VOUCHERS

8.1 We offer monetary gift vouchers in the values of £5, £10 or 20.

8.2 Expiry Dates – Monetary Gift Vouchers

- (a) Monetary gift vouchers issued on or after 1st October 2018 will expire 18 months after the date of purchase. In accordance with the terms and conditions in place when they were purchased, monetary gift vouchers issued prior to 1st October 2018 will have no expiry date.
- (b) Bettys monetary gift vouchers are valid at Bettys shops and Cafés in Harrogate, Ilkley, York and Northallerton. Gift vouchers cannot be used for online purchases.

8.3 A gift voucher cannot be exchanged for cash, refunded, or used to purchase new Gift Vouchers.

8.4 Gift vouchers cannot be purchased in conjunction with free delivery offers.

8.5 If the amount of purchase is less than the value of the gift voucher, change of £5 or more will be given in a voucher where possible. Refunds of less than £5 will be given in Product(s) of a similar value.

8.6 Gift vouchers will only be valid if they are endorsed by Us at the time of purchase.

8.7 We reserve the right to refuse to accept a gift voucher which We deem to be tampered with, duplicated or which otherwise is suspected to be affected by fraud.

8.8 We reserve the right to amend the gift voucher terms and conditions from time to time, where We consider it reasonable and necessary to do so.

8.9 Please protect your gift voucher and treat it as cash as We are unable to accept any liability for, or replace, any lost or stolen gift vouchers, nor can We refund

the balance of a gift voucher used without your permission. If your gift voucher was damaged in transit to you, please contact Bettys Customer Support using the details provided above.

9 PRICES AND PAYMENT

- 9.1 The price of the Product(s) are as set out on the Website and in Our catalogue at the time of your order. We will confirm the price payable by you for the selected Product(s) over the phone before We ask you for payment. If you provide Us with an email address, your Order Confirmation will confirm the amount payable by you for the selected Products(s). Delivery charges are an additional cost, please see paragraph 7 above.
- 9.2 If a Product you have ordered is listed at an incorrect price due to an error on Our part, We will notify you of the error and either refund you for any overcharged amount so that you pay only the correct price of the Product (and the delivery charge if the order only contained that item) or if We have undercharged you We will seek the outstanding balance. You may also choose to terminate the Contract between Us and receive a refund for the Product which had an incorrect price listed. Bettys will be under no obligation to accept or fulfil an order for any Product at the incorrect price. We will not dispatch the Product to you until the correction has been made.
- 9.3 All prices are in British Pounds (£) and are inclusive of UK Value Added Tax ("**VAT**"), where applicable, at the current rate.
- 9.4 We accept the following payment cards for orders placed over the telephone:
- (a) MasterCard;
 - (b) Visa Credit;
 - (c) Visa Debit; and
 - (d) Visa Electron.
- 9.5 All payments must be made when your order is placed. Your payment card will be charged when you place your order.
- 9.6 Please note that We are not obliged to supply you with your chosen products until you receive Our Dispatch Confirmation.
- 9.7 All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment then you will be notified of this immediately at the checkout stage and there is nothing We can do to override this.
- 9.8 In processing your order, We may use your information for the purposes of the prevention and detection of fraud and We may disclose your address and postcode details as part of Our fraud prevention checks. By placing your order, you authorise Us to share information as necessary for these purposes.
- 9.9 Bettys take all reasonable steps to keep the details of your order and payment secure.

10 HOW CAN I RETURN ITEMS?

Your legal right to cancel without reason

- 10.1 Once an order is placed, depending on the stage at which the order is, it may not be possible to prevent or delay dispatch of that order. If you wish to cancel an order, please follow the steps below.
- 10.2 Subject to paragraph 10.14 of these Terms (below), you have a legal right to cancel your Contract with Us within 14 days without giving any reason.
- 10.3 The cancellation period expires after 14 days from the date of delivery of the Products. In the event that you have ordered Products consisting of multiple lots or separate items which, as a result, are delivered on different days, the cancellation period will end 14 days after the day on which the last of the lots or items are delivered.
- 10.4 To exercise the right to cancel, you must inform Us of your decision to cancel your Contract by making a clear statement (e.g. letter, email or on the telephone) to Us that you wish to cancel your Contract, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address. To assist Us with your cancellation request, please also provide Us with your order number.
- 10.5 You may use the model cancellation form attached at Schedule 2 to exercise your right to cancel, but it is not obligatory. Order cancellations can also be made to Us using any of the contact details provided above.
- 10.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period, i.e. 14 days after delivery, has expired.
- 10.7 You must send back the purchased Products to Us at Bettys, Bettys Craft Bakery, Plumpton Park, Harrogate, HG2 7LD without undue delay and in any event not later than 14 days from the day on which you communicated your cancellation of this Contract to Us. Products must be returned unopened, in original packaging and with original labels attached and undamaged. The returned Products must be in the same condition as they were delivered to you and We reserve the right to make any deductions from the refund amount if there is any indication that the Product has been unnecessarily handled, as explained at 10.9 below. The costs of returning goods is your responsibility, you will have to bear the direct cost of posting the Products to Us. We suggest that you obtain proof of postage in relation to any such returns. Please follow Our returns procedure set out in Schedule 3 when returning Products under this paragraph 10. If We do not receive the Products back from you, We may arrange to collect them from you at your cost.

If you wish to cancel or transfer a Cookery School course, the following terms also apply (where there is a conflict between any of these terms and the main terms, these terms prevail):

Full details of our cancellations and refunds and course transfer policies are set out below.

1. We operate a strict cancellation and course transfer policy and therefore we strongly recommend that you take out suitable travel insurance prior to placing an order for any of our courses, to cover you in case you are unable to attend the course for unforeseen reasons - for example because of bad weather, transport delays or cancellations, illness or bereavement. Some banks and payment cards may automatically provide you with travel insurance cover. Please check with the relevant insurance provider before booking a place on one of our courses.

2. If you wish to cancel the course you have booked, or transfer to an alternative course, you must inform us of your decision to do so by calling us on 0800 456 1919 between 9am and 5pm Monday to Friday and quote your name, the course name and the date of the course.

3. The following sets out our refund policy for cancellations of bookings on our courses that are notified to us in the manner set out above and made within the timescales highlighted below:

- (i) **If you give us at least 14 days' notice of cancellation:** We will provide you with a full refund of the fee you paid for the course less an administration fee of £10 per person.
- (ii) **If you give us between 2 and 14 days' notice of cancellation:** We will attempt to transfer your course booking to an alternative date (but no guarantee is made that we will be able to do so), or consider issuing a part refund in Bettys gift vouchers.
- (iii) **If you give us less than 48 hours' notice of cancellation:** unfortunately we are unable to consider a refund.

4. If you cancel a place(s) on a course in accordance with the above policies, we will send you an email or letter confirming details and will make contact with you via telephone to arrange repayment of the applicable administration fee/any balance outstanding in relation to the fees for the course.*

* Please note, refunds will only be made to the card that was used for the original purchase unless you expressly require otherwise, subject to Us having authenticated to our reasonable satisfaction any alternative bank account into which the refund is requested to be paid. If you made payment/part-payment

Effects of cancellation

- 10.8 If you cancel this Contract, any money you have paid, including the costs of delivery (with the exception of any supplementary costs arising if you choose a type of delivery other than Our standard and least expensive method of delivery), will be reimbursed to you.
- 10.9 We may make a deduction from the reimbursement for loss in value of any purchased Products supplied, if the loss is the result of unnecessary handling by you.
- 10.10 You are only liable for any diminished value of the purchased Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the purchased Products you have received.

- 10.11 We will make the reimbursement without undue delay, and not later than:
- (a) 14 days after the day We receive back from you any purchased Products supplied; or
 - (b) if there were no purchased Products supplied, 14 days after the day on which We are informed about your decision to cancel this Contract.

If after this time you haven't received your refund, please contact Us.

- 10.12 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless (at Our absolute discretion) We have expressly agreed otherwise with you, and in any event, you will not incur any fees as a result of the reimbursement.
- 10.13 Details of your legal right to cancel and an explanation of how to exercise it will also be provided in the Dispatch Confirmation.

Circumstances excluding your legal right to cancel without reason

- 10.14 Notwithstanding paragraph **10** of these Terms , your legal right to cancel your Contract with Us within 14 days of receiving the Product(s) does not apply in the case of any Product ordered by you that is:
- (a) made to your specifications or personalised (for example wedding or celebration cakes); or
 - (b) sealed, including for safety, hygiene or other legal reasons, once it has been unsealed after you receive it; or
 - (c) perishable Products, including food or beverage items which have an expiry date of up to 28 days after the date of dispatch; and/ or
 - (d) chilled or frozen Products; or
 - (e) any other similar Products which by reason of their nature cannot be returned.
- 10.15 If you have made a prepayment in relation to wedding or celebration cakes, whether We refund such prepayment is entirely at Our discretion and We will be under no obligation to do so.

Faulty or mis-described Products

- 10.16 In addition to your legal right to cancel without reason, as set out in paragraph 9 above, We are under a legal obligation to ensure that We supply Products which are in conformity with the terms of the Contract between Us, that they are as described, and that they are of satisfactory quality.
- 10.17 If We have made a mistake, or you receive Products that are faulty, damaged, not of satisfactory quality or unfit for purpose, please return them to Us by post following the

returns procedure set out in Schedule 3. We may also request photographs of the Products and packaging in order to enable Us to investigate the matter.

- 10.18 Upon receipt, the Products will be examined by Bettys to determine any fault. If the Product is found to be incorrect, defective or damaged, We will refund the price of the Product, the delivery charges you have paid to receive that Product (unless the faulty or mis-described Product was sent to you with other items which you are not returning) and any reasonable costs you incur in returning the item(s) to Us within 14 days of the date on which We receive the Products back from you.
- 10.19 For the avoidance of doubt, if the Product has passed its expiry date and/or the fault in question has been caused by you, then no refunds will be given.

11 REFUNDS

- 11.1 Refunds will be made in accordance with either paragraph 10.11 or paragraph 10.18 above, depending on the reason why you are returning the Product(s).
- 11.2 All refunds will be made using the original payment method. Please note that it can take between 5 and 7 working days for the funds to show back in your account and that this time is dictated by your bank and is completely out of Our control.

12 OUR RIGHTS TO CANCEL THE CONTRACT BETWEEN US

- 12.1 We may end the Contract between you and Us for the supply of a Product at any time if you do not, within a reasonable time, allow Us to deliver the Products to you. You must compensate Us if you breach the Contract between you and Us. If We are unable to deliver the Product(s) you have ordered within a reasonable time, then We will refund you the price paid for the relevant Products We have not delivered to you, but We may deduct or charge you reasonable compensation for the net costs We incur as a result of you breaching the Contract.
- 12.2 Non-acceptance of your order at the time you place it in accordance with the steps set out in paragraph 5, or cancellation of your Order by Us even after it has been accepted, may occur as a result of one of the following (without limitation):
- (a) A Product you ordered is out of stock;
 - (b) We have identified an error in relation to the Product;
 - (c) There is a system failure;
 - (d) You fail Our validation and authorisation checks;
 - (e) We are unable to obtain authorisation of your payment;
 - (f) There are restrictions in relation to a Product which prevent Us from being able to sell it to you; or

(g) We have reason to believe that you are generating orders for commercial gain.

12.3 In the event of non-acceptance or cancellation of an order by Us, We will refund you the price of the Product(s) in question.

13 OUR LIABILITY TO YOU

13.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence, or it was contemplated by you and Us when the Contract between you and Us was created.

13.2 We only supply the Products for domestic and private use. You agree not to use the Product for any commercial, business or re-sale purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3 You will be responsible for the storage of Products in accordance with storage instructions from the time of delivery, including any instructions in relation to the appropriate temperature for keeping the Products. All indications of dates of durability are subject to you keeping the Products in accordance with such instructions and We shall have no liability to you for any deterioration of the Products or any associated loss or damage in these circumstances.

13.4 We may provide general information on Our website in relation to Product suitability, ingredients (including allergens), storage instructions, durability and nutritional information, but such information has been gathered from various sources and We can make no representation or give any warranty or undertaking that the general information as detailed on Our website will be the same as the actual information on the Product labelling. Therefore, you will be responsible for checking the packaging and/ or label of any Products delivered in relation to such information.

13.5 While We try Our best to ensure the information, We provide on Our Website is correct and complete, please be aware that minor deviations and variations may occur due to products being handcrafted and in the event of substitutions made. We make no warranty that the Website will meet your requirements or will be uninterrupted and error-free, or that it will be free of viruses. We recommend that you use anti-virus software for your own protection.

13.6 We do not in any way exclude or limit Our liability where it would be unlawful to do so. This includes any liability for death or personal injury caused by Our negligence, fraud or fraudulent representation or for any other liability which cannot be limited by law.

13.7 As a consumer in the UK, you will always have legal rights (including statutory remedies) in relation to Products that are faulty or not as described. Similarly, as a consumer, you have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect these legal rights.

13.8 Advice about your legal rights (including statutory remedies) in the UK are available from your local Citizens' Advice Bureau or Trading Standards office.

14 EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by an Event Outside Our Control.
- 14.2 An "**Event Outside Our Control**" means any act, event or circumstance beyond Our, or Our suppliers' or sub-contractors', reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, any act of God, war (whether declared or not) or threat or preparation for war, fire, explosion, any abnormal, extreme or unusual weather conditions (including any storm, flood, or earthquake), subsidence, outbreak of illness, disease or virus (whether or not declared as an epidemic or pandemic and including without limitation Covid-19), or other natural disaster, any Acts of Parliament and/or governmental or regulatory authority action, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, whether or not foreseeable at the date of the Contract.
- 14.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under a Contract:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under a Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.
- 14.4 If an Event Outside Our Control causes a delay of more than 30 days of the performance of Our obligations under a Contract, then you will have the option to cancel the Contract.
- 14.5 Where the Event Outside Our Control affects Our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control has ended.

15 USE OF PERSONAL INFORMATION

- 15.1 By using Our Website, you agree to collection, use and processing of your information. We collect, store and process your information in accordance with Our [Privacy Policy](#), which forms part of these Terms. For further details, please read the Privacy Policy.
- 15.2 For information on how We use cookies and the type of information We collect, please see Our [Cookies Policy](#), which also forms part of these Terms.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Our Website, its content and the Products displayed belong to Bettys and are protected by intellectual property rights. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in Our Products or the content on Our Website shall remain at all times vested in Bettys.

- 16.2 You agree to use Our Website lawfully and to not copy, reproduce, republish, redistribute, transmit or commercially exploit anything on Our Website in breach of Our intellectual property rights.

17 OTHER IMPORTANT TERMS

- 17.1 We may transfer Our rights and obligations under a Contract to another organisation, but only in circumstances where We can ensure that this will not affect your rights or Our obligations under these Terms of Sale.
- 17.2 You may only transfer your rights or your obligations under these Terms of Sale to another person if We agree in writing.
- 17.3 The Contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 17.4 Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 If We fail to insist that you perform any of your obligations under these Terms of Sale or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default or breach of these Terms of Sale by you, We will only do so in writing, and that will not mean that We will automatically waive any later default or breach by you.
- 17.6 These Terms are governed by the laws of England and Wales. This means a Contract for the purchase of Products through the Website and any dispute or claim arising out of or in connection with it will be governed by English and Welsh law. You and We both agree that for any disputes between you and Bettys in relation to these Terms and the Contract between you and Us, the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 17.7 For EU resident customers, the European Online Dispute Resolution platform provides information about alternative dispute resolution and can be found at www.ec.europa.eu/consumers/odr.
- 17.8 These Terms, and the documents referred to in them, govern Our relationship with you and no other terms or agreements apply. Your legal rights are not affected by these Terms.

18 HOW TO MAKE A COMPLAINT

- 18.1 In the event that We fail to meet Our high standards of customer service, please do not hesitate to contact Us by:
- (a) Calling Us on 0800 456 1919, or +44(0)1423 814008 if you are calling from outside the UK, between 9.00 am and 5.00 pm GMT (excluding bank holidays);

- (b) In writing by sending the complaint to Us by post to Bettys Customer Support, The Craft Bakery, Plumpton Park, Harrogate, HG2 7LD, United Kingdom; or
- (c) By email heretohelp@bettys.co.uk

Please note that Our opening hours may be extended on a seasonal basis.

- 18.2 We aim to provide an initial response to a complaint by email within 24 hours from receipt or the next working day (excluding public holidays). This may change during busy periods.

SCHEDULE 1

Delivery Information

It is important to Us that your Products reach you as fast as possible.

1 UK DELIVERIES

1.1 Standard

The estimated delivery time for Standard delivery to the UK mainland is 2 working days from the date of dispatch. The estimated delivery time for Standard delivery to Northern Ireland, the Isle of Man, the Isle of Wight, the Channel Islands or the Scottish Highlands/Islands is 3 working days from the date of dispatch.

1.2 Premium by 12pm

The Product(s) will be delivered by 12pm on the selected day.

1.3 Tracking your order

- (a) If you have selected a Named Day, Saturday, or Premium delivery then the Dispatch Confirmation email will contain a unique number to track your parcel. You can either click the link in your Dispatch Confirmation email or follow the steps below to track your parcel.
- (b) Go to the link within your email and enter the tracking number provided in your Dispatch Confirmation email.
- (c) If you have any problems tracking your delivery or any other problems with your order, please email Us at heretohelp@bettys.co.uk with your order number and your full name. One of Our Customer Support team will aim to get back to you within three days.
- (d) Alternatively, you can call Us on 0800 456 1919 (calls charged at local rate), or if you are calling from outside the UK on +44(0)1423 814008, between 9.00 am and 5.00 pm GMT Monday to Sunday (excluding public holidays).
- (e) When We dispatch your order, We'll send you a Dispatch Confirmation email. Should the Dispatch Confirmation not reflect what you want please contact Us as soon as possible by calling Us on the number detailed below, or by email to heretohelp@bettys.co.uk with your order number and your full name. You can

call Us on 0800 456 1919, or if you are calling from outside the UK on +44(0)1423 814008, between 9.00 am and 5.00 pm GMT Monday to Friday (excluding bank holidays).

- (f) If you are not in when Our couriers try to deliver, they will leave a card or notify you via SMS or email and take the parcel to your local delivery office. If this happens, please follow the instructions on the card left by the courier.

1.4 International Deliveries

- (a) The estimated delivery time for International Standard is up to 14 days, from the day of dispatch, dependent on the destination.
- (b) The estimated delivery time for International Premium is up to 9 days, from the day of dispatch, dependent on the destination.
- (c) All international orders are subject to checking by customs which may delay the delivery of your order. Any additional duty or customs charges applicable in the destination country are payable by the recipient. The import and duty policies vary from country to country and We cannot advise you how much duty will be applied to your order value, please seek advice from your countries relevant governing bodies before placing your order.

SCHEDULE 2

Model Cancellation Form

Please complete this order cancellation form and send it to Us by email at heretohelp@bettys.co.uk or by post to Bettys Customer Support, The Craft Bakery, Plumpton Park, Harrogate, HG2 7LD, United Kingdom.

To: Bettys Customer Support, The Craft Bakery, Plumpton Park, Harrogate, HG2 7LD, United Kingdom, or by email: heretohelp@bettys.co.uk

I [customer name] hereby give notice that I [customer name] cancel my order of sale of the following goods:

Ordered on:

Received on:

Order reference number:

Name of customer:

Address of customer:

Date:

SCHEDULE 3

Returns Information

Returns by Post

Returning an item(s) to Us couldn't be easier! Simply fill out the returns information below and post it back to Us at Bettys by Post Customer Support, The Craft Bakery, Plumpton Park, Harrogate, HG2 7LD, United Kingdom. Please ensure your item(s) are securely packed and properly labelled. You will be responsible for taking care of the Products until they are returned to Us. Enclose the item(s) with your completed returns form in the delivery package.

Should you have any issues, please contact Us by email at customer.service@bettys.co.uk or call Us on 0800 456 1919, or if you are calling from outside the UK on +44(0)1423 814008 between 9.00 am and 5.00 pm Monday to Friday (excluding bank holidays) and We will be happy to help.

I [customer name] am returning the enclosed item(s) as stated in my email, letter or phone call for the reason of:

Reason:

Ordered on:

Received on:

Order reference number:

Name of customer:

Address of customer:

Date: