



## **TERMS AND CONDITIONS:**

### **ONLINE OFFER TERMS AND CONDITIONS**

When selecting your order, you may wish to take up one of our offers, promotions or discounts. To take advantage of this facility you will need to select the appropriate offer, promotion or discount code before you place your order. These offers, promotions or discounts are clearly displayed on our website or APP.

We have the right to withdraw such promotions at any time and they may also be subject to time restrictions, availability and other terms and conditions.

To avoid disappointment, please ensure you check the terms and conditions for a promotional offer before trying to redeem it.

We are not responsible for promotions related to our products where such promotions are published on external websites or other media.

### **WHO ARE WE**

Pizza Pazzo is a trading name of Pizza Pazzo Limited (referred to in these terms and conditions as (“we” or “us”) a company incorporated in England and Wales with company number 10332304. Our registered office is at:

Pizza Pazzo

282 Wightman Road

London N8 0LT

This website ([www.pizzapazzo.co.uk](http://www.pizzapazzo.co.uk)) is owned and operated by us. You can get in contact with us through ([contact us](#)). Your use of our Sites, and any orders you place, is governed by our [Terms of Use](#), [Privacy Policy](#) and our [Cookie Policy](#). Please take the time to read these, as they include important terms which apply to you.

### **WHO YOUR CONTRACT IS WITH**

Orders which you place via our website or our mobile APP, tablet or other applications (and which we accept) your contract for the ordered products is with us and we will process that order for you for either collection or delivery. You will be asked via our site which option you prefer, and an order confirmation email or text will be sent to you once your order is accepted.

Please note when you order directly with us either in our restaurant, over the phone or online via our website, or any of our mobile, APPs or other applications then your contract will be with us.

We are independently responsible for our own legal and regulatory compliance and for the operation of our business and the delivery of Pizza Pazzo products. Therefore, when you order directly with us either in our restaurant or over the phone your contract is with us directly, we are solely liable for all products you purchase from us.

## **APPLICATION OF THESE TERMS & CONDITIONS**

Please read these terms and conditions carefully before placing your order as they apply to all orders you place. We recommend that you print and retain a copy for future reference.

By placing an order, you confirm you have read and understood these terms and conditions and agreed to be bound by them. If you do not accept these terms and conditions, you should not place an order.

If you have any questions relating to these terms and conditions, please contact us via email at [pizzpazzauk@gmail.com](mailto:pizzpazzauk@gmail.com) or on 020 83517790. We may occasionally amend these terms and conditions and you should check them each time you place an order.

## **OUR PRODUCTS**

The images of the products on our website are illustrative only. Although we have made every effort to display the colours accurately, we cannot guarantee your device's display of the colours accurately reflects the true colour of the products. Your ordered product may vary slightly from those images. Please refer to product description for details of specific products.

All images are not intended to form any part of any contract.

The packaging of the product may also vary from that shown in images on our website or our APP.

## **PRODUCTS AND ALLERGENS**

Please see our nutritional and allergen information at [Allergen info.](#)

Due to the nature of Pizza Pazza working environment there is a risk of cross-contamination between toppings, but we ensure we follow strict hygiene standards. Although great care is taken in the preparation of our products, we cannot guarantee that all bones from meat products have been removed and olives may contain stones.

Some of the ingredients we use are produced in factories that handle nuts and although every care is taken, some products may contain nuts.

We offer vegan and vegetarian options for our products as indicated on our menu but please note there are no dedicated preparation or cooking areas in our stores for vegetarian food.

If you have a food allergy or cannot eat certain ingredients for any reason, then order direct from us rather than via our website so we can ensure we accommodate your needs once you notify us of any allergies that you have.

Unless otherwise stated on our menu we do use Halal meat in our toppings.

## **PRICE AND DELIVERY CHARGES**

The prices of the products you order via our website will be as shown on our website and in British Pounds Sterling (GBP). Our prices may change from time to time, but this will not affect any order you have placed and which we have accepted. Some promotional offers are only available in restaurant and others only online when ordered via our website or our APP.

**Minimum Order is £11.99**

We make every effort to ensure that the correct prices are displayed on our website. However, if we realise a product has been given the wrong price, we will correct this immediately.

If we discover an error in the price of the products you have ordered before they are delivered to you, we will contact you to inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. If we are unable to contact you, we will treat the order as cancelled and notify you.

Please note that if a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price.

## **HOW TO PAY**

You can pay for products on our website using debit / credit cards (Visa and MasterCard are accepted), debit cards, such as Visa and Delta, or PayPal. You will only be able to use PayPal if you are ordering for delivery.

During the checkout process you will be asked for your method of payment and payment details. If you choose to pay by debit or with credit card, then by completing these details you are confirming that the debit or credit card you are using is yours. All card payments are subject to authorisation by your card issuer.

Where you are paying for your order online by using a credit or debit card, we will take full payment for your order immediately when your order is placed. If you wish to pay for the products using Pay Pal then once you have chosen to place your order, you will be redirected to the PayPal login page to complete the payment of the order.

In the event of Pizza Pazzo needing to issue a refund we will endeavour to credit your account within 7 - 10 working days.

## **DELIVERY**

Please note that we have a delivery area of 3 miles from the restaurant. If you are not in one of our delivery areas, a message will appear on-screen notifying you. Due to licensing laws, we are unable to accept orders for either delivery or collection less than 20 minutes before the stated closing time of our restaurant.

If you do not live within one of our delivery areas we will not be able offer you a delivery service, you may collect any products you order from us direct from the restaurant.

Delivery will be completed when we deliver the products to the address you gave us.

Please note that for the safety of the driver a driver will only deliver to the main door/reception when delivering to apartment blocks, flats or hotels.

If no one is available at your address to take delivery and it is not possible to leave the products securely at the premises, the driver or restaurant will call you within 15 minutes of their return to the restaurant on the number you provided when ordering. If after a failed delivery, you do not re-arrange delivery or collect the products from us you will be contacted for further instructions, and we may charge you for any further delivery and or admin costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and we will refund you the money you have already paid for the order.

We are responsible for the products until the point they are delivered to you. You are responsible for the products on delivery and will own the products once we have received your order payment in full.

If you are collecting your order, we will be unable to serve you if you do not arrive at the store prior to closing time.

### **CHANGED YOUR MIND**

Your Order Confirmation is a record of our agreement to deliver the products ordered. Your order confirmation will display your preferred selection either, delivery or collection and Pizza Pazzo will need to be paid for in full before you receive your order.

Amendments to the content of your order, must be notified to us within 5 minutes of placing your order as once we have put Pizza into Oven we cannot amend your order. Amendments to the order must be made by phoning us directly. Your initial payment will be cancelled, and a new payment raised.

Orders may be cancelled in full once placed within 15 minutes of placing the order, however if you have not cancelled within 15 minutes, we reserve the right to charge you in full for the order placed.

We will endeavour to issue a refund to your credit card account within 7-10 working days.

### **DAMAGED OR FAULTY PRODUCTS**

If on delivery the products you have ordered are defective or mis-described we will either replace the product free of charge or, refund you the price of the affected product. You must notify us that your order is faulty or damaged within 10 minutes of the time of delivery or collection (subject to our opening hours) and return the affected product to us so that we can investigate the mistake.

You may also have the right to terminate the contract where:

- we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed.
- there is a risk that supply of the products may be significantly delayed because of events outside our control.
- we have suspended or have notified you that we are going to suspend supply of the products for technical reasons for a period of more than 2 hours beyond the order delivery period specified in your Order Confirmation; or
- where we have done something wrong or failed to do something in breach of the contract between you and us.

All refunds to you will be made by the payment method you used when paying for the order and can take between 7-10 days.

## **LEGAL RIGHTS**

As a consumer, you have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these terms and conditions will affect these legal rights.

If you have any questions or complaints about the product, please use our ([Contact us](#))

## **OUR LIABILITY**

We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we accept your order.

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.

We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any breach of any terms implied by law including your right to receive products as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed.

## **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by an event outside our control (including but not limited to strikes, fire, storm, flood or other natural disaster, or failure of telecommunications networks or impossibility of the use of transport).

If we are unable to perform our obligations to you as a result of any event outside our control, we will contact you as soon as reasonably possible and we will take steps to minimise the effect of any delay. Provided we do this, our obligations to you shall be suspended for the duration of the event outside our control and we will not be liable for any delay caused by the event. If this affects our delivery of products to you, we will arrange a new delivery time with you as soon as we are able to confirm this but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not yet received.

## **DATA AND PRIVACY STATEMENT**

Our Data and privacy statement can be viewed ([here](#)) or from the link at the bottom of this page.

## **OTHER IMPORTANT TERMS**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

We may transfer our rights and obligations under any contract with you to another organisation. We will tell you in writing if this happens and we will ensure this does not affect your rights under that contract. You must not transfer any of your rights and obligations under any contract unless we agree.

Each clause of these terms and conditions are separate and if any court or relevant authority decides that any of them are unlawful or unenforceable, the other clauses will remain in full force and effect.

If we do not insist that you perform any of your obligations under these terms and conditions, or where we do not enforce or delay enforcing our rights, that will not mean that we have waived our rights nor that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These terms and conditions are governed by English law and the English courts shall have non-exclusive jurisdiction to hear any dispute or claim arising out of or in connection with these terms and conditions. This means you may bring a claim to enforce your consumer protection rights in connection with these terms and conditions in England or 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.

### **ALTERNATIVE DISPUTE RESOLUTION**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to use alternative dispute resolution, but this does not prevent you going to court if you are still not satisfied with the outcome. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform available at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr) which is designed to assist consumers to resolve dispute online without having to go to court.

### **TRADEMARKS & COPYRIGHT**

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