

## TERMS AND CONDITIONS OF SALE

These are the terms and conditions on which our independent Pizza Time franchisees ("Franchisees") supply products to you, whether in store or by phone, via our websites (pizzatime.co.uk) and via our mobile, tablet or other applications (our "Sites").

Please read these terms and conditions carefully before ordering as these terms will apply to any orders you place. We recommend that you print and retain a copy for future reference.

By placing an order, you agree to be bound by these terms and conditions. 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 Pizza Time using our Contact Form before you place an order.

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.

## INFORMATION ABOUT US

Our Sites are operated by Pizza Time Franchising Limited ("we", "our" or "us"). We are registered in England and Wales under company number 08669302 at 93 - 94 West Street, Farnham, Surrey. GU9 7EB. You can contact us using our Contact Form. Our VAT number is 205398704.

Pizza Time is a franchised business, where almost all Pizza Time stores (the "Store(s)") are owned and operated by independent Franchisees. We operate our Sites on behalf of our Franchisees.

Each Franchisee is independently responsible for its own legal and regulatory compliance and for the operation of its own Store(s) and all compliance and other issues arising from any transactions with you. This means that each Franchisee is solely liable for all products you purchase from them whether via our Sites or in store.

We accept orders on our Sites as agent on behalf of our Franchisees. The legal contract in relation to your order is between you and the Franchisee that operates the Store providing your order. Your order is subject to these terms and conditions.

## SERVICE AVAILABILITY

Subject to minimum delivery spends, Stores offer a delivery service to certain prescribed areas of the UK, Ireland and the Isle of Man to ensure that our products are at their best when they reach your door. If you live outside a prescribed delivery area, you will not be able to have our products delivered to your door although you may collect any products you order from your chosen Store.

We do not accept orders from individuals to a country in which we do not have a Store.

For the safety of our drivers, a driver will only deliver to the main door/reception when delivering to apartment blocks, flats or hotels.

## ORDERING

You may only place orders if you are at least 18 years old. By ordering, you warrant that you are at least 18 years old and you are legally capable of entering into binding contracts.

If you place an order via our Sites, you will be presented with confirmation on your screen that your order has been received and accepted by our Franchisee. Your contract with the Franchisee is only formed when you have been presented with this confirmation.

You may also receive a confirmation email. Please make sure that the email address, home address and telephone number you provide are correct and in proper working order, as these are required to fulfil your order. Please also ensure that, where you have placed an order for collection, you have ordered from the correct Store.

If you place an order in a Store, your contract will be formed when you receive your receipt of purchase.

Our Franchisees provide a quality service. We accept no responsibility or liability for the quality or quantity of any products delivered by or collected from a Franchisee. All food preparation and deliveries are the sole responsibility of the Franchisee accepting your order.

## PRODUCTS

All products are subject to availability. In most cases, our Franchisee will offer an alternative for any out-of-stock item. Some Franchisees do not sell all of our products.

Some ingredients are produced in factories that handle nuts and some ice creams contain nuts. For full ingredient lists, nutritional and allergen information please contact us.

Stores are busy working environments and there is a risk of cross-contamination between toppings. If you have an allergy we kindly ask that you do not order online. Instead, please telephone your chosen Store and inform your order-taker at the Store directly in full of your allergies.

We do have a number of options available for vegetarians which are indicated on our menus. We also have procedures in place for making pizzas that are suitable for vegetarians however please note that we do not have a dedicated preparation or cooking area in our stores for vegetarian food. If you are a vegetarian please inform your order-taker who will do their best to ensure that any risk of cross-contamination with your order is minimised.

Great care is taken in the preparation of all our products, however, we cannot guarantee that all bones from meat products have been removed and some may remain. Olives may contain stones.

Cooked ham is formed from cured pork legs with added water. Ground beef, chicken breast strips and smoked bacon rashers contain added water. Certain bases contain ingredients produced from genetically modified soya and maize.

Some products may have been previously frozen.

Our pizzas are handmade to order with fresh dough. The images of our products contained on our menus and Sites are for illustrative purposes only. Although we try our hardest to be consistent, at times, the size of the bases can vary and products you order may vary slightly from those images.

## AVAILABILITY AND DELIVERY

We strive to maintain our excellent reputation for on-time delivery. However, unfortunately, things do not always go to plan and factors such as the weather and traffic conditions may occasionally prevent us from achieving this.

Our Franchisee will do its best to fulfil your order in accordance with the date and time confirmed to you at the time of your order.

If your order is for delivery and you have requested delivery 'asap', our Franchisee will do its best to fulfil your order within a reasonable time, taking into account the volume of orders and circumstances facing the Franchisee at the time.

## CANCELLATION

You have the right to cancel an order by telephoning the relevant Store up until either:

in the case of any advance order (which is/are order(s) placed more than one day before a requested delivery date), up to one day before the order is due to be delivered; or  
in the case of same day orders and deliveries, within a reasonable time prior to any food being used to start preparing your order.

If you wish to cancel an order after food has been used to start preparing it, you may, at the Franchisee's sole discretion, be charged the full price of the order and no refund will be due to you.

In the unfortunate circumstance that the Franchisee needs to cancel your order after it has been accepted, the Franchisee will notify you. We and our Franchisees reserve the right to cancel any order, before or after acceptance, and will notify you immediately of any such cancellation.

You will not be charged for any orders we or our Franchisees cancel. Any payment made prior to an order being cancelled by us or our Franchisee will typically be reimbursed using the same method originally used by you to pay for your purchase.

## PRICE AND PAYMENT

Prices are as quoted on our menus, Sites and in store and may change from time to time, although changes will not affect orders already placed (unless due to a technical error). Prices include VAT. Prices are set by each Franchisee and will vary between Stores. Each Franchisee will typically verify prices as part of the order process and its decision in relation to pricing is final and binding.

Payments for orders placed via the Sites, are made directly to us and subsequently passed to the relevant Franchisee. Payments for orders placed in stores, are made directly to the Franchisee.

## OUR LIABILITY

If we and/or a Franchisee fail to comply with these terms, we and/or the Franchisee (as applicable) are responsible for loss or damage you suffer that is a foreseeable result of the breach of these terms or negligence, up to the amount of the purchase price you paid for the order applicable to your claim.

However, we and/or the Franchisee (as applicable) are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of a breach or if it would reasonably be contemplated by you, us and the Franchisee at the time of your purchase.

We and our Franchisees only supply products for private and business use. You agree not to use any product for commercial 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, and our Franchisees, do not exclude or limit our liability for:

death or personal injury caused by our, or our Franchisee's, negligence;  
fraud or fraudulent misrepresentation; or  
any liability which cannot legally be limited or excluded.

## WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Sites, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Sites. For contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

If you wish to contact us or a Franchisee at any time, you should contact us using our Contact Form or contact the Franchisee at your local Store.

#### EVENTS OUTSIDE OUR CONTROL

We and our Franchisees 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 events outside our reasonable control (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond both our reasonable control and the reasonable control of our Franchisees and includes in particular (without limitation) the following:

strikes, lock-outs or other industrial action;  
civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;  
fire, explosion, storm, flood, extreme snow, ice, earthquake, subsidence, epidemic or other natural disaster;  
impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;  
impossibility of the use of public or private telecommunications networks;  
the acts, decrees, legislation, regulations or restrictions of any government; or  
non-performance by suppliers or subcontractors.

#### WAIVER

If we or our Franchisees fail to insist that you perform any of your obligations under these terms and conditions, or if we or our Franchisees do not enforce our rights against you, or delay in doing so, that will not mean that we or our Franchisees have waived our rights against you or that you do not have to comply with those obligations. If we or our Franchisees waive a default by you, this will only be done in writing, and will not mean that we or our Franchisees will automatically waive any later default by you.

#### SEVERABILITY

Each of the paragraphs of these terms and conditions 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.

#### ASSIGNMENT

We or our Franchisees may transfer our rights and obligations under any contract with you to another organisation, but this will not affect your rights or our obligations under these terms and conditions. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.

#### ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them represent the entire agreement in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you, us and our Franchisees, whether oral or in writing.

#### VARIATION OF THESE TERMS AND CONDITIONS

We have the right to amend these terms and conditions from time to time. Any changes we make to these terms and conditions will be posted on this page. You will be subject to the policies and terms and conditions in force at the time that you order, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority.

### THIRD PARTY RIGHTS

No one other than a party to these terms and conditions shall have any right to enforce any of its terms and conditions.

### LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with your order or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.