

CookieDoLicious Ltd Terms & Conditions

Welcome to our terms and conditions.

Before placing an order with CookieDoLicious Ltd, it is important that you read and agree to our Terms and Conditions of sale ('Terms').

If you place an order with CookieDoLicious Ltd, you are agreeing to be bound by our Terms and we would recommend you retain a copy of these Terms for future reference.

Any participation in our services will constitute acceptance of our Terms, Privacy, GDPR and Cookie policies.

1. Formation

1.1 This Website, www.cookie dolicious.co.uk is owned and operated by CookieDoLicious Ltd ('our', 'us', 'we').

1.2 CookieDoLicious Ltd is a limited liability company registered with Companies House, registration no. 11420095.

1.3 Our registered company address is: CookieDoLicious Ltd, 8 The Chase, Reigate, RH2 7DH.

1.4 Our trading address is: CookieDoLicious Ltd, 8 The Chase, Reigate, RH2 7DH.

1.5 The products advertised on our Website are available to purchase and can be ordered online.

1.6 Any reference to you as our customer ('you' or 'your') refers to you and to your rights and obligations as our customer.

1.7 Please understand that you will be asked to read and accept our Terms at check-out before placing and paying for your order.

1.8 By placing an order you confirm you are 18 years or over, you are legally capable of entering into a binding contract and you have read and accepted our Terms.

1.9 Once your order has been placed and we have received payment in full for the products ordered, the order is accepted by us and brings into existence a legally binding contract between us. We will confirm that your order has been accepted by contacting you using the contact information provided when you placed your order. The order confirmation also notifies you of the contract that will then exist between us.

1.10 All orders placed by you are subject to ingredient availability. If we are unable to fulfil your order we will notify you using the same contact information provided in your order, offering an alternative product or if preferred, a refund. The refund should occur within 30 days of the cancellation or amendment and a payment will be returned to you for the appropriate amount using the same payment method used when the order was placed.

1.11 Once your order has been dispatched and delivered to the address provided when your order was placed, we will have fulfilled our part of the contract and you become liable for ownership of your order. We cannot then be held responsible for the loss, contamination or destruction of your order.

1.12 All CookieDoLicious products sold are done so on the understanding that they will not subsequently be offered for resale.

1.13 If you are unable to agree to, or do not confirm that you comply to our Terms, we will be unable to accept an order from you.

1.14 This Contract may be subject to your right of cancellation. (See section 7).

1.15 Please be aware that all our consumable products are perishable and are made within 72 hours of your order being placed. If you decide to cancel your order for our consumable products, this can only be done within the first 24 hours following order placement / payment with your request being emailed to info@cookiedolicious.co.uk

1.15.1 Cancellation outside of the 24 hours will not result in a refund of the payment made by you as the processing of your order will have already begun. We will contact you using the contact information provided when you place your order, notifying you if this is the case.

2. Description of Products

2.1 All products offered for sale on our Website have been described to the best of our ability and we will not be held liable for any unintentional errors therein.

2.2 All descriptions are assumed accurate at the time you place your order.

2.3 All descriptions can be altered at anytime by us without prior notification to our customers. This does not affect previously confirmed orders.

2.4 Additional products and descriptions may be added to our Website at anytime without prior notice.

2.5 By accepting our Terms, you agree to read all the descriptions of our products relevant to your order before placing your order to avoid allergens that may be applicable to the end consumer. We cannot be held responsible for any allergic reactions experienced by the end consumer.

3. Pricing

3.1 All prices shown on our Website are accurate at the time you place your order.

3.2 All prices are subject to change without prior notice. This does not affect previously confirmed orders.

3.3 All prices shown include V.A.T where applicable.

3.4 Delivery costs are always charged in addition to the product price shown. (Please refer to section 6 and to our Website for delivery options and costs).

4. Production

4.1 Please be aware that all our consumable products are perishable and can be stored at room temperature (21 degrees C) or below, however we would recommend if they are to be stored they are transferred to an airtight container and refrigerated or placed in the freezer.

4.2 Please visit our Website for shelf life and suggested storage options.

4.3 All products advertised on our Website are subject to ingredient availability. Once your order is placed, we will endeavour to fulfil the order but if we cannot due to ingredient availability, or for some other unforeseen reason, we will contact you using the contact details provided when you placed your order informing you that we are unable to complete the order and we will offer an alternative, a partial refund or refund within 30 days of the cancellation or amendment and a payment will be returned to you, if appropriate using the same payment method used when placing the order.

4.4 Where possible, we will complete your order within 72 hours of the order being placed, if not sooner.

4.5 We aim to dispatch your order for delivery to you within 24 hours of production.

4.6 All of our products are made in an environment that handles nuts and other allergens. Every effort is made by us to avoid cross contamination but this cannot always be guaranteed. We cannot be held responsible for any allergic reactions experienced by the end consumer.

5. Payment

5.1 Payment methods accepted by us are detailed on our Website.

5.2 Payment for the products ordered can only be made online and when prompted during the check-out process.

5.3 Once payment has been taken by us, accepted and confirmed to us, we will send a message confirming your order to the contact information provided when you placed the order.

5.4 If, in the unfortunate event payment is refused, we reserve the right to terminate our contract with you and cancel your order. We will contact you if this is the case.

5.5 In the event that payment is later refused and your order has been delivered and received by you, you agree to pay all costs, expenses and outgoings incurred by us in obtaining payment from you for that order. We will contact you if this is the case.

6. Delivery

6.1 Once your order has been processed and ready for dispatch or collection, we will contact you using the contact information provided when you placed the order, confirming when your order will be ready for dispatch. Your order will then be delivered using the option chosen by you when you placed the order upon check-out. With the exception of postal delivery and collection from the CookieDoLicious kitchen we will confirm the anticipated delivery date / approximate time and we will arrange delivery to the address provided by you when the order was placed.

6.2 We will not verify the delivery address provided by you.

6.2.1 It is your responsibility for the accuracy of the delivery address provided when the order was placed.

6.2.2 If the delivery address has a unique or obscure location, you are responsible for alerting us to this when placing the order, providing instructions which may assist with the delivery of your order.

6.2.3 If said instructions are provided, we may not be able to guarantee delivery in the approximate time confirmed in our dispatch message although the delivery date should remain the same.

6.2.4 If we are unable to locate the delivery address in a timely manner, your order will be returned to our dispatch location. We will then contact you using the contact information provided when your order was placed, alerting you to this fact. We will not take any responsibility for the delivery failure if we consider the delivery address has a unique or obscure location even if instructions have been provided.

6.2.5 In the event of a delivery failure, we will be unable to refund any payment made by you if you have ordered consumable products as they are perishable and made specifically for you as a result of your order. In these circumstances, we will not dispatch a replacement order as this will incur additional costs on our part.

6.2.6 If a telephone number is provided when your order is placed, this may be used in exceptional circumstances to assist with delivery.

6.3 Once your order has been dispatched and delivered to the address provided when your order was placed, we have fulfilled our part of the contract and you become liable for ownership of your order. We cannot be held responsible for the loss, contamination or destruction of your order thereafter.

6.4 It is your responsibility to ensure that someone is available at the delivery address to receive your order on the delivery date and approximate time stated in our dispatch message.

6.4.1 You or someone acting on your behalf will need to take receipt of your delivery. By accepting the delivery, you or the person acting on your behalf is taking full responsibility for the order delivered. Our responsibility ends subject to clause 8 below.

6.5 If postal delivery is chosen when the order is placed at check-out, once your order has been processed and ready for dispatch, we will message you using the contact information provided when your order was placed, confirming that your order has been dispatched to the post office. The post office is then responsible for the delivery of your order, subject to their usual terms and conditions. Your order will be sent 1st class to the delivery address provided when you placed the order. The post office will endeavour to deliver your order the next working day.

6.6 We will not verify the delivery address provided by you.

6.6.1 It is your responsibility for the accuracy of the delivery address provided when the order was placed.

6.6.2 If the delivery address has a unique or obscure location, you are responsible for alerting us to this when placing the order, providing instructions which may assist with the delivery of your order.

6.6.3 Even if said instructions are provided, we cannot guarantee postal delivery.

6.6.4 If the post office are unable to locate the delivery address your order may be returned to our dispatch location. We will contact you using the contact information provided when your order was placed, alerting you to this fact. We will not take any responsibility for the delivery failure if we consider the delivery address has a unique or obscure location even if instructions have been provided.

6.6.5 In the event of a delivery failure, we will be unable to refund any payment made by you if you have ordered consumable products as they are perishable and made specifically for you as a result of your order. In these circumstances, we will not dispatch a replacement order as this will incur additional costs on our part.

6.7 Once your order has been dispatched and delivered to the address provided when your order was placed, we have fulfilled our part of the contract and you become liable for

ownership of your order. We cannot be held responsible for the loss, contamination or destruction of your order thereafter.

6.8 If you have chosen collect from the CookieDoLicious kitchen when your order is placed at check-out, once your order has been processed and ready for collection, we will message you using the contact information provided when your order was placed, confirming that your order is ready to be collected and we will confirm a collection time frame.

6.9 Once you have collected your order we have fulfilled our part of the contract and you become liable for ownership of your order. We cannot be held responsible for the loss, contamination or destruction of your order thereafter.

6.10 If you fail to collect your order or do not collect it in the time frame confirmed in our message to you we cannot be held responsible for the loss, contamination or destruction of your order thereafter.

6.10.1 In this event we will be unable to refund any payment made by you if you have ordered consumable products as they are perishable and made specifically for you as a result of your order. In these circumstances, we will not dispatch a replacement order as this will incur additional costs on our part.

6.11 All products ordered will be delivered at room temperature (21 degrees C) or below, dependent on weather conditions at the time.

6.12 With the exception of post office delivery and collection from the CookieDoLicious kitchen, if there is no one available to receive the delivery, your order will be delivered, left in a safe place with a note alerting you to its whereabouts. We do not take any responsibility for orders left under these circumstances.

6.13 If we have to a delay or cancel a delivery due to circumstances beyond our control, you will be alerted as soon as possible using the contact information provided at the time of placing your order, to make alternative arrangements.

6.13.1 If this results in your order being spoiled, we will happily replace the exact order free of charge, including delivery and a revised delivery / despatch / collection date will be confirmed using the contact information provided at the time of your order.

6.13.2 We will try our best to expedite your replacement order as quickly as possible.

7. Cancellation rights or amendments to orders

7.1 Since all our consumable products are perishable and are made within 72 hours of your order being placed, if you decide to cancel or amend your order for our consumable products, this can only be done within the first 24 hours of order placement / payment / confirmation. You should contact us by email using info@cookiedolicious.co.uk

7.2 If you cancel or amend your order in accordance with the time limits stated in the above clause 7.1, we will refund, within 30 days of the cancellation or amendment, a payment for the appropriate amount using the same payment method used by you to pay for your order.

7.3 If cancellation is outside of the 24 hours, it will not result in a refund of the payment made by you as the processing of your order will have already begun and since our consumable products are perishable and freshly made, they would not be in a condition to be resold.

7.3.1 If an amendment is requested outside of the 24 hours, we will not be able to accommodate it as the processing of your order will have already begun. Please refer to clause 7.3 above.

7.4 Any non consumable products ordered from us can be returned or exchanged within 14 days of receipt, providing they are returned in a resale-able condition, with all labels, tags attached / intact and where possible or applicable, the product packaging in good order.

7.5 Please contact us by email using info@cookiedolicious.co.uk advising us that you would like to return or exchange your order within 14 days of receiving your delivery. Upon receipt of your email we will acknowledge your request and ask you to arrange for the return of the item(s) to be refunded or exchanged within 7 days of our acknowledgment email to you.

7.6 Your order should be returned to us in secure packaging, within 7 days of our acknowledgment email, to ensure the items arrive with us undamaged.

7.7 It is your responsibility to pay for the cost of transit and to use a reputable and reliable delivery service who are able to track and let you know when your returns are received by us.

7.8 Once your order has been returned and received by us and we are satisfied it complies with the criteria referred to in clause 7.4 above, a full refund or partial refund will be returned to you within 30 days, being a payment for the appropriate amount using the same payment method used by you to pay for your order and

7.8.1 Any exchanged goods requested will be delivered to the address provided when you placed the order, within 14 days.

7.9 If your order has been returned and received by us and does not comply with the criteria referred to in clause 7.4 above, we will not be obliged to pay a refund, partial refund or provide exchanged goods and

7.9.1 We will notify you using the contact information provided when you placed the order of this fact and return the goods to you using the address provided when the order was placed. No further transaction with regard to this order will take place and our contract is immediately terminated.

7.10 If your order is damaged in transit we take no responsibility for damage resulting from inadequate packaging and will immediately contact you using the contact information provided by you when your order was placed informing you that we will not be obliged to pay a refund, partial refund or provide exchanged goods. No further transaction with regard to this order will take place and our contract is immediately terminated.

7.11 If your order is being returned to us because it is defective, incorrect or damaged on delivery and you have notified us by email within 48 hours of delivery, we will happily replace, exchange, partially refund or refund appropriately using the same method of payment used when your order was originally placed. Any replaced or exchanged orders will be expedited as quickly and efficiently as possible with any refunds or partial refunds being returned to you within 30 days.

7.12 If you have ordered both consumable and non consumable products in one order, your cancellation and amendment rights referred to in clauses 7.1, 7.2 and 7.3 apply to consumable products and clauses 7.4 to 7.11 inclusive apply to non consumable products.

7.13 The right of cancellation referred to above shall not apply to business or corporate purchasers who must have a lawful reason for cancellation.

7.14 We reserve the right to cancel your order if we are unable to fulfil your order or we are unable to take sufficient payment from the payment method used when the order was placed. We will contact you using the contact information provided by you when the order was placed informing you of this.

7.14.1 In the case of being unable to fulfil your order we we will offer an alternative or we will refund, within 30 days of the cancellation or amendment, a payment for the appropriate amount using the same payment method used by you to pay for your order.

7.14.2 In the case of being unable to fulfil your order because we were unable to take sufficient payment from the payment method used by you when placing the order, the contract between us will become void. No exchange or refund will apply.

8. Cancellation by us

8.1 We reserve the right to cancel the contract between us if:

8.1.1 We have insufficient stock to deliver the products you have ordered. If this is the case, we will contact you using the contact information provided when you placed the order to advise of an availability date or to offer you a substitute product;

8.1.2 We do not deliver to your area; or

8.1.3 One or more of the products you ordered was listed at an incorrect price due to a typographical error.

8.2 If we do cancel your contract we will notify you using the contact information provided by you when you placed the order and will re-credit any sum deducted by us from the method of payment used when the order was placed as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

9. Customer complaints

At CookieDoLicious Ltd we strive to provide high quality and well made products, delivered in a timely manner and in accordance with our terms and conditions. Our liability, accountability or obligation to you will be restricted to the following clauses only:

9.1 Should our products fail to meet this criteria, which gives you cause to complain we would ask you to do so by contacting us by email, using info@cookiedolicious.co.uk as soon as possible, providing an explanation for your complaint and where possible and applicable, provide a photograph(s)

9.2 All customer complaints are taken seriously and we will endeavour to respond within 48 hours of receiving your complaint email.

9.3 If you should receive an incorrect order or you are unhappy with the quality of the order delivered please notify us as quickly as possible. For consumable products that are perishable we would respectfully ask that you check them on delivery and notify us immediately if the order delivered is incorrect or damaged, subject to clause 6.3 above.

9.4 Since taste is a very personal matter and subjective, we cannot accept the return or exchange of any Products merely because you do not like the taste.

9.5 Once your complaint has been validated, we would ask you to return your order, within 72 hours where we will be happy to offer a replacement, exchange, refund or partial refund payable within 30 days for the appropriate amount using the same payment method used by you to pay for your order.

9.6 Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

9.7 Any refund will include the cost incurred by you for return postage and packaging, being a reasonable and fair cost and only payable at our discretion.

9.7.1 If you should request a replacement or exchange we will happily pay your delivery charge.

9.8 If your cause of complaint is due to your order not arriving we would ask you to notify us by email using info@cookiedolicious.co.uk as soon as you realise. This will enable us to ascertain why and arrange a further delivery if appropriate, subject to the contents of clause 6 above.

9.9 If, after receiving your complaint email, we consider your complaint unreasonable we will not be held liable. We will contact you informing you of this outcome.

9.10 The provisions of this clause do not affect your statutory rights.

10. Liability

10.1 Apart from where UK law restricts this, we, our directors, employees, shareholders and associates will not be liable for any loss, expense or damage, either personal or business, direct or indirect arising in anyway from a problem you encounter and inform us of under the terms of this clause. We shall not be liable to pay compensation other than to the maximum amount you paid for the products relating specifically to the claim.

10.2 To the maximum extent permitted by law, we, our directors, employees, shareholders, associates or any other party linked to the creation, maintenance, service and delivery of products on this website accepts no liability for any loss or corruption of any data, database or software or any special, indirect or consequential loss or damage.

10.3 We make no representation and accept no liability in respect of the export or import of any of our products that you purchase.

10.4 Our Terms are not intended to restrict any applicable consumer or other statutory rights you might have under local law, that may not be limited or excluded nor in any way to exclude or limit our liability to you for any death or personal injury arising due to our negligence.

11. Site Access

11.1. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice and as such will not be liable if for any reason it is unavailable at any time or for any period.

12. Intellectual property and acceptable use

12.1 All Content included on the Website, unless uploaded by users, is the property of CookieDoLicious Ltd, our affiliates or other relevant third parties. In these Terms, Content

means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise any license or right to use any trademark, or service mark displayed on the site without the owner's prior written permission.

12.2 In these Terms, User or Users means any third party that accesses the Website and is not either 1. employed by CookieDoLicious Ltd and acting in the course of their employment or 2. Engaged as a consultant or otherwise providing services to CookieDoLicious Ltd and accessing the Website in connection of the provision of such services.

13. Prohibitive use of Website

13.1 You may not use our Website for of any of the following purposes:

13.1.1 In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

13.1.2 In any way which is harmful, unlawful, illegal, abusive, libellous, obscene, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, codes of practice or governmental order;

13.1.3 Making, transmitting or storing electronic copies of Content protected by copyright or other intellectual property right without our permission.

13.1.4 You will be liable for any losses and costs that we or our associates or affiliates incur as a result of your breach.

14. Our Right to Suspend or Cancel your Registration

14.1 We may immediately cancel or suspend your registration without notice to you at our reasonable discretion or if you breach any of your obligations under these Terms.

14.2 The suspension or cancellation of your registration and your right to use this Website shall not affect either party's statutory rights or liabilities.

15. Circumstances beyond our control

We shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems, machinery failure, vehicle breakdown or network access, flood, fire, explosion or accident.

16. Notices

All notices from you to us must be sent in writing to our contact address at CookieDoLicious Ltd, 8 The Chase, Reigate, RH2 7DH, UK, unless stated otherwise in our Terms. All notices from us to you will be periodically displayed on our Website.

17. Privacy

You acknowledge and agree to be bound by the terms of our Privacy Policy

18. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

19. Our right to change these Terms

19.1 We have the right to periodically revise and amend these Terms, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we

notify you of the change to those policies or these Terms before we send you the invoice (in which case we have the right to assume that you have accepted the change to the Terms).

20. Invalidity

If any part of these Terms is unenforceable (including any provision in which we exclude or limit our liability to you), the enforceability of any other part of these Terms will not be affected.

21. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

22. Entire Agreement

These Terms, together with our current Website prices, delivery and contact details and privacy policy, set out the whole of our agreement relating to the supply of products to you by us.

Nothing said by any sales person on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any products offered by us for sale. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.