

HOMESLICE WEBSITE TERMS AND CONDITIONS OF USE

1 THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions (together with the documents referred to in them) (collectively, these "Terms") set out the basis on which you may make use of the website <http://www.homeslicepizza.co.uk/> (our "Site"). Please read these Terms carefully before you start to use our Site.
- 1.2 By using our Site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you must not use our Site. You should check these Terms whenever you use the Site as we amend the Terms from time to time.

2 INFORMATION ABOUT US

- 2.1 Our Site is operated by Homeslice Holdings Limited ("we"). We are a company incorporated in England and Wales under company number 08965107. Our registered office address is 2nd Floor 32-33 Gosfield Street, Fitzrovia, London W1W 6HL. We are a limited company.
- 2.2 You can contact us using the following email address: info@homeslicepizza.co.uk.

3 OTHER TERMS THAT MAY APPLY TO YOU

- 3.1 Our Privacy Policy which also applies to your use of our Site, tells you the terms on which we process the personal data (if any) we collect from you, or that you provide to us (including when you submit an order for products). When you use our Site, you show that you consent to such processing and you warrant that the data you give us is accurate.
- 3.2 If you purchase goods from our Site, our Supply Terms will apply to the sale of such goods. These are set out at paragraph 11 below.

4 WE MAY MAKE CHANGES TO OUR SITE

We often make changes to or update the Site. This is sometimes because our products/ services have changed, because our priorities as a business have changed, because our users' needs have changed or for any other reason.

5 WE MAY SUSPEND OR WITHDRAW OUR SITE

Access to our Site is permitted on a temporary basis. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will not be liable if, for any reason, our Site is unavailable at any time or for any period.

6 INTELLECTUAL PROPERTY RIGHTS AND HOW YOU MAY USE MATERIAL ON OUR SITE

- 6.1 When it comes to the intellectual property rights in our Site and all the materials contained on our Site, we are the owner or the licensee of it all. The works on or in our Site are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 We don't mind if you print a copy and or download pages or extracts from the Site for your personal reference. If you want to, we also don't mind if you draw other people's attention to the material posted on our Site. We do ask though that you don't modify any materials you have printed off or downloaded in any way. If you want to use the materials please make sure that any images, illustrations, photographs, video or audio sequences or any graphics are not used separately from the text that accompanies them on the Site. Anything you use should be for personal usage only – if you want to use any materials for commercial purposes, you'll need our permission or the permission of our licensors.
- 6.3 If you do use the materials, you must acknowledge in your use of the materials that we (our any identified contributors) are the authors.

6.4 If you breach these Terms, your right to use our Site will end immediately and you must return or destroy any copies of the materials you have made.

7 OUR LIABILITY

7.1 The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy.

7.2 To the extent that we are unable to, by law, we do not exclude or limit our liability to you. For example, we do not exclude or limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

7.3 If we supply any products to you, different terms will apply in relation to our liability. They are set out in our Supply Terms that are set out in paragraph 11 below.

If you are a business user of our Site:

7.4 As a business user of the Site certain exclusions and limitations of our liability will apply. All implied conditions, warranties, representations or other terms that may apply to our Site or any content on it are excluded.

7.5 We will have no liability to you in relation to any losses, costs, liabilities or damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of our Site, inability to use our Site, use of on any content displayed on our Site or reliance on any content displayed on our Site.

7.6 In addition, under no circumstance will we be liable for any:

7.6.1 loss of profits, sales, business, or revenue; or

7.6.2 loss of anticipated savings; or

7.6.3 business interruption; or

7.6.4 loss of business opportunity, goodwill or reputation; or

7.6.5 indirect or consequential loss or damage.

If you are a consumer user:

7.7 You agree that you will not use the Site for any commercial or business purposes. You also acknowledge that we won't be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8 VIRUSES, HACKING AND OTHER OFFENCES

8.1 It is always your responsibility to configure your IT systems, computer programmes and platform to enable you to safely access our Site. You should use your own virus protection software. We cannot, and therefore we do not, guarantee that our Site is secure or free from bugs or viruses.

8.2 You must not:

8.2.1 misuse our Site by knowingly or intentionally introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; or

8.2.2 attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site.

- 8.3 If you breach these clauses you will be guilty of committing a criminal offence under the Computer Misuse Act 1990. We will report any breaches of this paragraph to law enforcement authorities and we will at all times co-operate with and support those authorities by disclosing your identity to them. If you do breach this paragraph your right to use our Site will stop immediately.
- 8.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any Site linked to it.

9 LINKING TO OUR SITE

- 9.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it in any way whatsoever. If you do link to your home page, we have a few rules. It is also really important that you do not:
- 9.1.1 establish a link in a way which suggests any form of association, approval or endorsement from us where it does not exist;
 - 9.1.2 establish a link to your Site from any other website that is not owned by you;
 - 9.1.3 frame our Site on any other website;
 - 9.1.4 create a link to any part of our Site other than the home page.
- 9.2 We can and will, if we want to for any reason, withdraw linking permission without notice.
- 9.3 If for any reason you want to use any material or content from our Site other than that set out above, please address your request to: info@homeslicepizza.co.uk

10 LINKS FROM OUR SITE

Where our Site contains links to other websites that are provided by third parties, we offer these links just for information purposes and to enable you to access our delivery partners' platforms. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11 SUPPLY TERMS

- 11.1 When you buy something from our Site, you demonstrate that you accept these Supply Terms and that you agree to abide by them. If for any reason you do not agree to these Supply Terms, you must not purchase products from our Site.
- Our contract with you
- 11.2 After you have placed your order, we will email you to confirm whether or not we have accepted your order. If we confirm that we have accepted your order a contract will come into existence between you and us. At this point we will also give you an order number. We will not accept your order until payment for the order has been confirmed.
- 11.3 If we cannot accept your order, we will let you know, and you will not be charged. Sometimes we cannot accept orders because the product is out of stock, because of unexpected limits on our resources, because we have noticed an error in the price or description of the product or because we are unable to meet a delivery deadline that you have specified.
- 11.4 If you want to make any changes to your order, please get in touch. If the change you have asked for is possible, we will let you know about any changes we need to make to the price of the order, the timing of delivery or anything else which is different as a result of the change. We will also check whether you want to go ahead with the order on this basis. If we cannot make the change or you are not happy with the consequences of making the change, you may cancel the order.

Our products

- 11.5 The images on our Site are for illustrative purposes only. We have tried hard to display the product colours accurately, but we cannot guarantee that your device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from the Site images.

Delivery

- 11.6 Our delivery charges are set out on the Site. We will contact you with an estimated delivery date. If our supply of the products to you is delayed by any event that is outside our control, then we will let you know as soon as we can but we are not responsible for delays that are outside our control.
- 11.7 If you have specified a delivery deadline in your order and we miss that deadline you can treat the contract as at an end if either (a) we have refused to deliver the products; or (b) you told us, before we accepted your order, that delivery before the deadline was essential. If you do not wish to treat the contract as terminated you can set a new, reasonable deadline for delivery. If you do decide to treat the contract as at an end we will then refund any sums you have paid to us for the cancelled products (including any delivery charges). If the products have already been delivered to you, you must post them back to us within 30 days. We will pay the costs of postage. Please email us at info@homeslicepizza.co.uk for a return label.
- 11.8 If no one is available at your address to take delivery we will inform you how to rearrange delivery. If you do not then either collect the products from a delivery depot or contact us to re-arrange delivery we will contact you for further instructions and details (including details of any additional delivery costs). If we are unable to contact you or re-arrange delivery we may end the contract and paragraph 11.18 will apply.

Ownership

- 11.9 The product(s) will be your responsibility either from the time of delivery to the address you gave us. You own the product(s) once we have received payment in full.

Suspending the contract

- 11.10 If you do not pay us for the products when you are supposed to and you still have not paid us within 10 days of us reminding you to do so, we may suspend supply of the products until you have paid us any outstanding amounts. We will let you know if we do suspend the supply of the products.

Your rights to end the contract

- 11.11 Is it something we have done? If you end the contract because of one of the reasons described below, it will end immediately and you will be refunded in full for any products which have not been provided. The reasons are:
- 11.11.1 we have told you about a change to our Supply Terms which you do not agree to;
 - 11.11.2 there was an error in the price or product description on our Site and you do not wish to proceed with your order;
 - 11.11.3 we have let you know that supply of the products may be significantly delayed because of events outside our control;
or
 - 11.11.4 we have done something which gives you a legal right to end the contract.
- 11.12 Have you changed your mind? You have 14 days to change your mind about the products beginning after the day you receive the products.

11.13 Are you still allowed to change your mind? You can still end the contract before it is completed (i.e. before delivery) even if we are not at fault and you do not have a right to change your mind. If you want to end a contract before it is completed, just contact us to let us know. The contract will end immediately and we will refund any sums that you have already paid for products that have not been provided. We may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the costs we incur as a result of your ending the contract.

Ending the contract

11.14 If you want to end the contract, please let us know by emailing us at info@homeslicepizza.co.uk.

11.15 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to the address provided. Please email us at info@homeslicepizza.co.uk for a return label. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

Costs of return and Refunds

11.16 We will pay the costs of return:

11.16.1 if the products are faulty or do not match the description provided online; or

11.16.2 if you are ending the contract because of one of the reasons listed in the paragraph "Is it something we have done?"

In all other circumstances (including where you are exercising your right to change your mind) you will be required to pay the costs of return. These charges will be the same as our standard delivery charges.

11.17 The price paid for the products including delivery costs, will be refunded to you by the same method that you used to pay, as soon as possible.

Our rights to end the contract

11.18 We may end the contract if (a) you fail to pay us when payment is due and you still do not make payment within 10 days of us reminding you that payment is due; or (b) you do not allow us to deliver the products to you within a reasonable time. If we end the contract we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the costs we will incur as a result.

If there is a problem with the product

11.19 Please contact us if you have any questions or complaints about the product. You can email our customer service team at info@homeslicepizza.co.uk.

11.20 We have a legal duty to supply products that are in conformity with this contract. After you have received the products you have the following legal rights:

11.20.1 up to 30 days: if your goods are faulty, then you can get an immediate refund.

11.20.2 up to six months: if your goods can't be repaired or replaced, then you are entitled to a full refund, in most cases.

11.20.3 up to six years: if your goods do not last a reasonable length of time, then you may be entitled to some money back.

11.21 If you wish to exercise any of these legal rights to reject products, you must post them back to us. We will pay the costs of postage. Please email us at info@homeslicepizza.co.uk for a return label.

Price and payment

- 11.22 The price of your product (which includes VAT) is set out on the Site. We take care to make sure that the price of the product advised to you is correct. However, it is always possible that something may be incorrectly priced. We will contact you if the price you have been given is wrong and ask you whether or not you want to continue with your order. We accept payment by any major credit or debit card and Pay Pal. You must pay for the products before we dispatch them.

Other important terms

- 11.23 We only supply products for domestic and private use. We are not liable for any business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Our maximum liability to you in relation to any order for products will be the amount equal to the price of the products you have ordered from us.
- 11.24 Alternative dispute resolution is a process where an independent body considers both sides of a dispute and helps to resolve it, without having to go to court. If you are unhappy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. Disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#)

12 JURISDICTION AND APPLICABLE LAW

- 12.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 12.2 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13 ENTIRE AGREEMENT

We may transfer our rights and obligations under these Terms to another organisation. This contract is between you and us. No other person shall have any rights to enforce any of its terms. These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the use of our Site.

If you have any concerns about material which appears on our Site or concerns with regards to our services, please contact: info@homeslicepizza.co.uk