

## TERMS AND CONDITIONS

These are the terms and conditions on which we supply products to you, whether in store or by phone or via our websites (our "Website").

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.

## INFORMATION ABOUT US

Our Sites are operated by Badabing Pizza Ltd ("we", "our" or "us"). We are a company registered in Northern Ireland under company number NI639142 at 128 Duncairn Gardens, Belfast, Northern Ireland, BT15 2GL.

## SERVICE AVAILABILITY

We offer a delivery service to certain areas surrounding our store. Please allow 45 minutes from the time of ordering until the time of delivery for your order to arrive. 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. Please allow 30 minutes from the time of ordering to collection.

## 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 Website, you will be presented with confirmation on your screen that your order has been received and accepted. Your contract with Badabing Pizza is only formed when you have been presented with this confirmation.

You will 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.

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

## 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.

We will always do our best to fulfil your order in accordance with the date and time confirmed to you at the time of your order.

## PRICE AND PAYMENT

Prices are as quoted on our menus, Website and in store and may change from time to time, although changes will not affect orders already placed (unless due to a technical error).

## 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 a contract that is caused by events outside our reasonable control.

## 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.

## VARIATION OF THESE TERMS AND CONDITIONS

We have the right to amend these terms and conditions from time to time. 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 Northern Ireland law.

## OUR POLICIES

### Refund Policy

If you are not satisfied with your order then please contact us on the day that you received your order and we will endeavour to fix the situation so that our customers are satisfied with their service.

### Delivery Policy

Our goal is to that orders are received within 30 minutes and that deliveries are received within 45 minutes. If you are

not satisfied with your order then please contact us on the day that you received your order and we will endeavour to fix the situation so that our customers are satisfied with their service.

#### Customer Data Policy

##### How we use your information

The marketing materials that Badabing Pizza Limited might want to send to you include information about our existing or new products and services, special offers, promotions and competitions (which we will refer to collectively as “Promotions”).

Please be aware that the opt-in / opt-out contained on the Badabing Pizza website and/or applications relates solely to direct marketing which you may receive as a result of placing an order on the Badabing website. You may also receive local store marketing materials from Badabing Pizza Limited when obtain your details in the course of taking your order directly at our store. To opt-out of any local store marketing you must contact the store directly or follow the opt-out instructions on the marketing material you have received.

We receive and store certain types of information whenever you interact with us. For example, like many websites, we use “cookies” and obtain certain types of information when you access the Website. Cookies are small pieces of information that are stored by your browser on your computer’s hard drive and enable us to provide features such as remembering your address. Cookies can be deleted from your hard drive if you wish. Most web browsers automatically accept cookies, but you can change your browser to prevent it from accepting them.

We may also use aggregate information and statistics for the purposes of monitoring web site usage in order to help us develop the web site and our service and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual

##### Disclosure to 3rd parties

We do not sell trade or rent your personal information to others. It is our policy not to pass email addresses to any third parties without first obtaining your consent. We may provide aggregate statistics about users, traffic patterns and related site information to reputable third-parties, but these statistics will include no personally identifying information.

##### Your consent

By submitting your information you consent to the use of that information as set out in this Policy. If we change our Privacy Policy we will post the changes on this page, and may place notices on other pages of the web site, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail you should we make any changes so that you may consent to our use of your information in that way. Continued use of the service will signify that you agree to any such changes.