

## Terms and Conditions

Please read these conditions carefully before using the Montezuma's Chocolates website. By using this website, You signify Your agreement to be bound by these conditions.

### Definitions

Customers or visitors to this web site are referred to as "You" or "Your"

Montezuma's Direct Limited is referred to as "Us" or "We".

### 1. Security & Order Confirmation

If You pay by credit or debit card, Your details are handled by Us on a secure server using Global Payments encryption. While it is impossible for any web site to be completely impregnable to fraud, Our system of a secure server and encryption offers a good level of security that You can be confident with.

When You place an order to purchase a product We will send You an e-mail confirming receipt of Your order and containing the details of Your order including transaction and order reference numbers.

Your order represents an offer to Us to purchase a product which is accepted by Us when We process payment for your order.

When We accept Your order, We will send a Dispatch Confirmation E-mail.

Any products which We have not confirmed in a Dispatch Confirmation E-mail do not form part of that contract.

If You have incorrectly entered Your email address Your confirmation and dispatch email may fail. So long as payment has been processed successfully this will in no way affect Your order.

Failure by Us to send a receipt confirmation email or dispatch confirmation email in no way invalidates Your offer or Our acceptance of your offer.

### 2. Post & Packaging

Post & packing prices are based on orders to UK mainland addresses only. We send orders by various methods but generally We will provide You with tracking information in Your confirmation email.

If You have special delivery directions or the telephone number of the recipient these may help with Your delivery and therefore please ensure You leave details in the appropriate field in the checkout section.

FULL VALID POST CODES are required for every order. We will not send any

orders without one. If You provide an incorrect address, including the postcode, We do not accept any responsibility for a failure of an order to arrive or any costs involved in redirecting that order.

We strive to dispatch orders the same day if they are received before 0930 (Monday to Thursday) although this is not always possible. Orders may take up to 5 days to be dispatched.

If You have chosen next day delivery We will send the order the same day for next day delivery so long as the order was received before 1400 (Monday to Thursday). Because delivery is handled by outside contractors we cannot guarantee delivery although we use our reasonable endeavours to ensure delivery on the date requested.

If next day delivery orders are received outside of the above times We will strive to send the order the same day, or if this is not possible, orders will be sent the next working day.

In hot or extremely cold weather, We reserve the right to delay Your order until the weather has moderated. In extreme situations this can delay orders for several days.

For urgent orders when extreme weather is present We will contact You for authority to send despite prevailing weather conditions. If You authorise such dispatch We cannot accept any liability for damage or loss.

Time is not of the essence in relation to this contract.

### 3. Damage & Tracing Parcels

In the event that Your chocolate is damaged in transit please contact Us within 24 hours of receipt. Products received by courier should be checked before being signed for. If the exterior packaging or the product are found to be damaged You must then sign "checked and found to be damaged". If You fail to do this We may not be able to offer a refund.

If orders are not delivered please check your tracking information before contacting us. If orders are considered by Us to be lost in transit after a reasonable period time has elapsed we shall at Our discretion either refund or resend the order.

Should You fail to collect a parcel or re arrange delivery of your parcel after a failed delivery and the parcel is returned to Us then You will incurr a further postage charge for Us to re send the order.

### 4. Overseas Orders

We only deliver to addresses in the UK, EU and the USA.

## 5. Contact Details

For delivery, purchase or product queries please contact us using any of the methods listed on the web site.

## 6. Prices & Product Details

Our web site may display prices in other currency but purchases will always be completed in £ Sterling.

We endeavour to ensure that the information shown on the web site is as accurate however we cannot guarantee that information and offer no warranties as to the accuracy.

We cannot be held responsible for typographical errors on the web site, including but not limited to those regarding price. We reserve the right to make changes to Our web site including prices, products, ingredients and terms & conditions without any notice being given.

All products and services are subject to availability and may be withdrawn from sale at any time. If for any reason goods ordered are not available You may be offered an alternative. This alternative will be offered by telephone or email. We will never ship an alternative product without obtaining authorisation beforehand unless the product is part of a collection or gift hamper.

## 7. Returns Policy

If for any reason You are not entirely satisfied with any product that You have purchased from Us, because you feel they are either damaged or faulty, You may return it to Us, at Your expense, within 7 days from the date of dispatch.

Provided it is returned in its original packaging and the product has not been consumed other than is reasonable to establish the quality of the product You are not happy with We will refund the entire purchase price including the cost of postage or alternatively we will exchange the item for you.

If Your returned chocolate is damaged, not in the original packaging or consumed more than was reasonable to establish the quality of product, We reserve the right to levy a charge commensurate with that loss.

We are unable to process returns or refunds on items that are just unsuitable or unwanted.

## 8. Title

The title for goods supplied remains with Us until full payment has been received.

## 9. Cookies & Beacons

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on Your computer's hard disk so that the website can remember who You are.

A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number.

Two types of cookies are used on our website:

Session Cookies are temporary cookies that remain in the cookie file of Your browser until You leave the site. They allow You to carry information across pages of Our site and avoid having to re-enter information. They also allow You to maintain a shopping basket and within registration to allow You to access stored information.

Persistent Cookies remain in the cookie file of Your browser for longer depending on how long the lifetime of the specific cookie is. They help Us recognise You as a unique visitor by using a unique random number when You return to Our website. They also allow Us to compile anonymous, aggregated statistics that allow Us to understand how users use Our site and to help Us improve the structure of Our website.

We cannot identify You personally in this way.

Cookies help Our website arrange content to match Your preferred interests more quickly. The vast majority of websites use cookies. Cookies cannot be used by themselves to identify You.

**Web Beacons** Some of Our Web pages may contain electronic images known as Web beacons or clear GIF's. These allow Us to count users who have visited these pages. Web beacons collect only limited information which include a cookie number, time and date of a page view, and a description of the page on which the Web beacon resides.

**Disabling/Enabling Cookies** You have the ability to accept or decline cookies by modifying the settings in Your browser. However, You may not be able to use all the interactive features of Our site if cookies are disabled.

## 10. Privacy

We take Your privacy seriously and are committed to providing users with an Internet experience that respects Your privacy.

When You place an order we need to collect certain information to process Your transaction and fulfill Your order, You can be confident We will not disclose Your

details to anybody unless required by law to do so.

We do not hold your credit card details online once the order has been completed.

Our web site links to other sites. Please be aware that We are not responsible for the privacy practices of these other sites.

#### 11. Spam Attack

The EU Directive on Privacy and Electronic Communications demands that member states do more to combat spam. The UK law tries to create a system that lets legitimate businesses send direct e-mail to users but attempts to stop the scammers and spammers.

We only send emails to addresses that have been supplied directly to Us by customers and We always remove addresses from Our address book when requested to do so by those customers. We never spam.

#### 12. Data Security

We endeavour to take all reasonable steps to protect Your personal information. All the data collected by Us is stored on a secure server. The secure server software encrypts all information You input before it is sent to Us.

#### 13. Data Protection Act 1998

We are not required to register under the Act (see "Core Business" exemption), however We are required to follow eight guiding principles laid down by the Act.

These are:

Fairly and lawfully processed; Processed for limited purposes; Adequate, relevant and not excessive; Accurate and up-to-date; Not kept for longer than is necessary; Processed in line with the data subject's rights; Secure; and Not transferred to a country outside the European Economic Area (EEA), unless that country ensures the protection of the rights of the individual to whom the data relate.

#### 14. Your Account

If You use the website, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer to prevent unauthorised access to Your account.

You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Us immediately if You have any

reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

#### 15. Access to Our Website

We will do Our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed.

Your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

#### 16. Licence for Website Access

We grant You a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent from Us.

This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our express written consent.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of Our web site as long as the link does not portray Us, Our products or services in a false, misleading, derogatory, or otherwise offensive matter.

#### 17. Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You must use the website for lawful purposes only and must not use the website for any of the following: Fraudulent purposes, or in connection with a criminal offence or other unlawful activity; To send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; In breach of copyright, trademark, confidence, privacy or any other right; Is otherwise injurious to third parties; Objectionable; Which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"; or Causes annoyance, inconvenience or needless anxiety.

## 18. Copyright

All content included on the website, such as text, graphics, logos, button icons, and images belong to Us, and are protected by United Kingdom and international copyright laws.

## 19. Trademarks

Montezuma's, Monty's and other marks indicated on Our website are trademarks or registered trademarks of Montezuma's Direct Limited, Montezuma's Chocolates Limited or Montezuma's Limited.

Our graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of Montezuma's Direct Limited, Montezuma's Chocolates Limited or Montezuma's Limited and may not be used in connection with any product or service without Our written authorisation.

## 20. Events Beyond Our Reasonable Control

We will not be held responsible for any delay or failure to comply with Our obligations under these conditions if the delay or failure arises from any cause which is beyond Our reasonable control. This condition does not affect Your statutory rights.

## 21. Waiver

If You breach these conditions and We take no action, We will still be entitled to use Our rights and remedies in any other situation where You breach these conditions.

## 22. Governing Law and Jurisdiction

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

## 23. Statutory Rights

These conditions in no way affect Your statutory rights.