



Terms and Conditions

1. Definitions

"Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;

"Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions; "Goods" means the articles that the Buyer agrees to buy from the Seller; "Seller" means Local's Best. "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2. Conditions

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Ordering

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason. Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund. When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described as you go along the order process.

4. Price and payment

The price of the goods shall be that stipulated on the website. After the order is received the Seller shall confirm by email and/or by telephone the details, description and price for the Goods. Payment of the Price and delivery charges must be made in full before delivery of the Goods. All payment is in £ sterling.

5. Content and photography

The information provided for each product or collection of products is accurate at the time we published the information. Where the product is a collection of many products, a full list is supplied. We sometimes use props in our photography, in these cases the product description or list clearly defines what is being advertised for purchase.

6. Rights of the Seller

The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion. The Seller reserves the right to withdraw any goods from the Website at any time.

The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

7. Age of consent

You must be 18 years old or over to participate in our service.

8. Warranty

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

9. Delivery

We normally deliver within 5 working days.

The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date. Delivery of the Goods shall be made to the Buyer's address specified in the order. The Buyer is responsible for making suitable arrangements to receive the delivery and giving appropriate instructions. In the event that the delivery is stolen from the Buyer's doorstep or damaged while there, the Seller does not accept liability, and will offer compensation at their discretion. The seller reserves the right to refuse to accept orders from any customer; considerations of delivery problems may give rise to such a refusal.

To ensure freshness, products are sent packed in insulated cool boxes with ice packs. If you are not cooking the pies on the day of delivery please ensure to place them in the freezer by the end of the day. The pies will keep in the freezer for 3 months.

Delivery rates

Our standard delivery charge is £7.50. If you require delivery before 12am, the cost is £16.00.

Delivery charges are for one delivery up to 24 pies to any single mainland United Kingdom address. This excludes Southern Ireland, Isle

of Man and the Channel Islands. Extra delivery charges may apply for orders over 24 pies.

In the event of non arrival, please contact New Zealand Gourmet Pie Company on 0191 286 9375 as soon as possible.

10. Defective Goods

We guarantee the quality of our Goods. You must inspect the goods and notify us promptly of any dissatisfaction with your order. We will promptly and fully refund the cost of any goods that do not meet with your reasonable satisfaction.

11. Cancellation rights

In respect of non-perishable items, you have the right to cancel the contract up to 7 working days following the delivery of the goods by notifying us by telephone or e-mail. In the case of perishable items you do not have the right to cancel the contract. We will arrange with you for cancelled non-perishable goods to be returned to us, and we will credit your payment card with their price within a reasonable period of the day on which cancellation was given (provided payment has already been debited to your payment card).

12. Warranty and liability

Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, neither will any of these terms restrict any of your statutory rights. In addition to clause 8 above, we will not be deemed to be in breach of contract or of these Terms and Conditions as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war. Other than as set out above, our maximum liability arising out of any order for the supply of goods to you under this contract will be limited to the retail price of the goods contained in that order.

13. Waiver

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

14. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

15. Changes to terms and conditions

The Seller shall be entitled to change these Terms and Conditions at any time.

16. Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.