



## TERMS AND CONDITIONS

Welcome to [www.westcornwallpasty.co.uk](http://www.westcornwallpasty.co.uk). If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern West Cornwall Pasty Company's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term "West Cornwall Pasty Company" or "us" or "we" refers to the owner of the website whose registered office is Woodbine Farm Business Centre, Truro Business Park, Threemilestone, Truro, Cornwall, TR3 6BW. Our company registration number is 8924955. Our VAT Number is 184186779. The term "you" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

### BUSINESS PRIVACY POLICY

This privacy policy sets out how West Cornwall Pasty Company uses and protects any information that you give West Cornwall Pasty Company when you use this website.

West Cornwall Pasty Company is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

West Cornwall Pasty Company may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 04/02/2015.

### **What we collect**

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

### **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@westcornwallpasty.co.uk](mailto:info@westcornwallpasty.co.uk)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Pasty House, Unit 10, Hikers Way, Long Crendon Industrial Estate, Buckinghamshire, HP18 9RW or email [info@westcornwallpasty.co.uk](mailto:info@westcornwallpasty.co.uk)

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

### **WEBSITE DISCLAIMER**

The information contained in this website is for general information purposes only. The information is provided by West Cornwall Pasty Company and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of West Cornwall Pasty Company. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, West Cornwall Pasty Company takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

### **COPYRIGHT NOTICE**

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Any redistribution or reproduction of part or all of the contents in any form is prohibited.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## LOYALTY CARD

1. The West Cornwall Pasty Co. Loyalty Card (“the WCPCo. Loyalty Card”) rewards customers with Points each time a purchase is made at a participating West Cornwall Pasty Co. outlet.
2. The WCPCo. Loyalty Card scheme is operated by West Cornwall Pasty Co. Limited (Registered Office: Woodbine Farm Business Centre, Truro Business Park, Threemilestone, Truro, Cornwall, TR3 6BW) (“we” or “us”) and is governed by the Terms and Conditions set out below (“the Terms and Conditions”). By using a WCPCo. Loyalty Card you confirm that you accept and agree to be bound by the Terms and Conditions.
3. We reserve the right to amend the Terms and Conditions or amend or withdraw the WCPCo. Loyalty Card scheme at any time. The most up to date version of the Terms and Conditions shall be displayed on our website at <http://westcornwallpasty.co.uk/terms-and-conditions>.
4. Points are earned on purchases of all food and non-alcoholic drinks at a rate of 10 Points for every full £1 spent (e.g. £1.50 earns 10 points, £2.00 earns 20 points) in a single transaction at participating West Cornwall Pasty Co. outlets in the United Kingdom (which does not include Twickenham Stadium, kiosks situated at Moto service areas, or units operated by Stephen Freeman Catering “SFC”). An up to date list of participating outlets is available at [www.westcornwallpasty.co.uk](http://www.westcornwallpasty.co.uk). Points earned shall be credited to your WCPCo. Loyalty Card upon presentation of it at the time of purchase, although the credit of Points shall always be subject to network availability at the time of purchase.
5. WCPCo. Loyalty Card Points registered to a single Loyalty Card may be redeemed against future purchases of food and non-alcoholic drinks only at participating West Cornwall Pasty Co. outlets.
6. Points have no cash or other value and once redeemed they will be debited from your WCPCo. Loyalty Card and you will not be able to use them again. For the avoidance of doubt, the WCPCo. Loyalty Card is not a debit or credit card.
7. WCPCo. Loyalty Cards are issued by and remain the property of the West Cornwall Pasty Co. Limited and are non-transferable.
8. To protect your WCPCo. Loyalty Card in the event of theft or loss, please register your card online at [www.westcornwallpasty.co.uk](http://www.westcornwallpasty.co.uk). We shall not be liable for lost, stolen or damaged WCPCo. Loyalty Cards. However, we will replace a lost, stolen or damaged WCPCo. Loyalty Card that has been registered with a new card together with the current balance of Points at the time of notification (where possible). If you subsequently find your Loyalty Card which you reported as lost or stolen, you must notify us immediately and we shall instruct you how to proceed, which may involve you returning either your original or replacement WCPCo. Loyalty Card to us at our discretion.
9. A WCPCo. Loyalty Card can only be registered to and used by a single individual. Points are not transferable to any other person or WCPCo. Loyalty Card, including any other WCPCo. Loyalty Card registered or used by you.
10. In the event that a member is suspected of abusing or engaging in a fraudulent activity in relation to the use of a WCPCo. Loyalty Card or the WCPCo. Loyalty Card scheme generally, we reserve the right to confiscate the relevant WCPCo. Loyalty Card and cancel the WCPCo. Loyalty Card of the relevant individual. In such circumstances, all unused Points shall be forfeited. You agree that our decision in relation to the confiscation or cancellation of a WCPCo. Loyalty Card shall be final and we shall not be obliged to enter into any correspondence.
11. WCPCo. Loyalty Cards do not have an expiry date. However, we reserve the right to cancel any Points held on a WCPCo. Loyalty Card on which Points have not been credited or redeemed within an uninterrupted period of one calendar year and which shall be deemed “inactive”.
12. You have the right to cancel your WCPCo. Loyalty Card at any time by returning it to us at our registered office address, marked for the attention of Customer Services.
13. If you have any general enquiries relating to your WCPCo. Loyalty Card, please contact our Customer Service team by telephone on 01844 0205100 between the hours of 9.00 am and 5:00 pm on Monday to Friday, by using the “Contact Us” form on our website at [www.westcornwallpasty.co.uk](http://www.westcornwallpasty.co.uk), or by e-mail at [info@westcornwallpasty.co.uk](mailto:info@westcornwallpasty.co.uk).

14. Complaints regarding the WCPCo. Loyalty Card scheme should be sent in writing to West Cornwall Pasty Co. Limited, Pasty House, 10 Hikers Way, Crendon Industrial park, Long Crendon, Buckinghamshire HP18 9RW and marked for the attention of Customer Services.
15. We will only use personal information provided by you (including information provided upon registration of your WCPCo. Loyalty Card) in accordance with the West Cornwall Pasty Co. Limited Privacy Policy which is available at <http://westcornwallpasty.co.uk/terms-and-conditions>. We may use your personal information to administer the WCPCo. Loyalty Card scheme and notify you of our latest offers and promotions. Should you wish to be removed from our mailing list, please inform Customer Services. We will never release your personal details to other companies or third parties without first obtaining your express agreement.
16. The Terms & Conditions and the WCPCo. Loyalty Card scheme are governed by the laws and England and Wales and the determination of any disputes arising in relation to them shall be within the exclusive jurisdiction of the English courts.
17. Loyalty card points cannot be used for purchases where a discount has already been applied.
18. £1.00 minimum spend.
19. Points cannot be used as part payment in a transaction.