# PRIVACY POLICY

### 1. GENERAL INFORMATION

This privacy notice sets out the ways in which Leaf Tea Shop & Bar Limited, company number 7457271, (LEAF) collects, processes and shares your personal data.

### HAT INFORMATION IS COLLECTED THROUGH OUR WEBSITE?

LEAF may collect, process and use the following information you provide during the online order process, when you are on our website and when you sign up for our newsletter online:

name: address;

email address:

telephone number:

your payment card information;

browsing data, including pages you look at on our website, your URL and your IP address;

your date of birth; vour gender: and

your purchase history.

### 3. COOKIES

A cookie is a small file which asks permission to be placed on your computer's hard drive. 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.

Cookies used on this site serve the following purposes:

Google Analytics. Google Analytics' use of cookies is explained here.

Session Cookies. These are used by the website to display personalised information based around which pages you have visited on our site. A cookie is set to let us know you have read our cookie policy.

Overall, cookies help us to provide a better website 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.

### 3. WHAT INFORMATION IS COLLECTED IN-STORE?

At present no information is collected in-store.

### WHAT IS YOUR DATA USED FOR?

LEAF processes your personal data in the following ways, and on the following legal bases:

To carry out LEAF's obligations arising from any contracts entered into between LEAF and you, for example to create and operate your LEAF account, to process and deliver any orders you make (including payment), and to confirm and keep you up to date with such orders. To enhance your experience of the LEAF website, we do this as it is in our legitimate interest to ensure that you receive the best experience possible when you shop with us.

### 6. DISCLOSING INFORMATION TO THIRD PARTIES

LEAF does not sell, trade, or otherwise transfer your personal identifiable information to outside parties other than as set out in this privacy notice. LEAF provides your personal data:
to selected third party providers in order to process and deliver your orders, for example delivery companies and payment providers;

to selected marketing agencies, web-mailing companies and hosting companies; to other companies in the same group of companies as LEAF. These companies will only use your personal data in the same way as LEAF can under this privacy policy; and credit reference agencies or fraud prevention agencies.

LEAF will not transfer your personal data outside the EEA

# LEAF will disclose your personal data to third parties:

if LEAF sells or buys any business or assets, in which case LEAF will disclose your personal data to the prospective seller or buyer of such business or asset;

if LEAF or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; or

if LEAF is under a duty to disclose or share your personal data in order to comply with any legal obligation, or to protect the rights, property, or safety of LEAF, you or any third party, and to investigate illegal activities and breaches of any agreement LEAF has with you. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

LEAF may pass your personal data to third parties in a statistical and/or aggregated manner in order to analyse the data, LEAF will always ensure that you are be identifiable from any such data.

# PROTECTING YOUR PERSONAL DATA

LEAF has put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, it limits access to your personal data to those employees, agents, contractors and other third parties who have a business need to know and in accordance with this privacy notice. They will only process your personal data in accordance with LEAF's instructions.

LEAF has put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where it is legally required to do so.

# HOLDING YOUR PERSONAL DATA

LEAF will retain your data for as long as you hold an account with us, or for as long as we need to hold it in order to provide you with services or to improve, analyse and optimise our customers' experience.

We may also retain your data for further periods where we need to do so in order comply with any legal or regulatory requirements (including keeping certain records for seven years for VAT purposes), to carry out audits, to detect and prevent fraud, to enforce contracts or to resolve any disputes.

To determine the appropriate retention period for personal data, LEAF considers the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which LEAF processes your personal data and whether those purposes can be achieved through other means, and the applicable legal requirements.

Where LEAF relies on consent as the condition for processing your personal data, for example for sending you electronic direct marketing, you have the right to withdraw that consent at any time.

You have various statutory rights in relation to your personal data. In particular, you have the right to: object to direct marketing communications at any time; request and obtain access to your personal data; rectification or erasure of your personal data, in certain circumstances;

object to or restrict the processing of your personal data in certain circumstances; have your personal data stored in a manner in which it is portable from the environment in which it is stored by LEAF to another environment; and nfile a complaint with the Information Commissioner's Office.

# 10. CHANGES TO PRIVACY NOTICE

If LEAF decides to change this privacy notice, any changes will be posted on this page. This privacy notice was last modified on October 8th 2018.

If you wish to contact LEAF in relation to this privacy notice, including in relation to any of the rights set out in section 8 above, please contact us at info@thisisleaf.co.uk

# TERMS AND CONDITIONS

Leaf Tea Shop & Bar (Liverpool) Ltd (LEAF) provides access to the www.leafteashop.co.uk website (the "website") and sell our products to you subject to the conditions set out on this page. Our aim is to provide the very best customer service that we can.

### 1. DESPATCH

Goods should be despatched within three business days of ordering. If an item is out of stock and we are unable to despatch within five business days, we will advise you by email as soon as possible after receipt of your order and offer you a full refund or partial shipment of your order. Delivery times and estimates are subject to receipt of an order before the daily cut-off point. All goods purchased by you will be delivered within 30 calendar days of our order confirmation unless otherwise agreed.

### 2. CANCELLATION

You may cancel your order at any time within 14 days, beginning on the day after you received the goods. In this case, you will receive a full refund of the price of the original goods and standard delivery charges. To cancel your order, you must inform us in writing. You must also return the goods to us at your own cost. For further details, please see point 3 below.

### 3 RETURNS

LEAF aims to always provide high quality goods that are fault free and undamaged. On occasion however, goods may need to be returned. We aim to keep this process as simple and easy as possible:

You have the right to cancel the contract for the purchase of any item within seven working days of delivery. EU customers are also entitled to an additional statutory cooling off period of 7 days. However, we regret that we cannot accept cancellations of contracts for the purchase of products where foodstuffs have been opened unless the items are of unsatisfactory quality.

It is our policy that if you are not entirely happy, you can return your purchase in its original condition within 30 days for a full refund or replacement - it's up to you.

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Please note that you will be responsible for the costs of returning the goods to us unless we delivered the item to you by mistake or the item is faulty.

If you wish to change your original purchase for something else on our site or you would like a replacement for an item that is not faulty you will be responsible for the new package postage fees.

Please contact us for a returns form and send it with your returned items to:

### THE TEA ROOM

Leaf Tea Shop & Bar (Liverpool) Ltd. 65-67 Bold Street, Liverpool. L1 4EZ Company number: 07457271 VAT number: 103227564

TEL: +44(0)151 707-7747 EMAIL: hello@leafteashop.co.uk

LEAF may not be able to accept returns under the cooling off period of the following types of goods and/or taking into account the following circumstances:

Goods made to your specifications or that have been personalised;

Goods which are liable to deteriorate or expire rapidly;

Goods which are sealed for health or hygiene reasons that have been unsealed after delivery;

Goods which are, after delivery, according to their nature, inseparably mixed with other items;

Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop).

4. PRICING AND AVAILABILITY

While we make every effort to ensure the accuracy of the pricing and availability information on the website, there may be occasions when these are not up to date and we reserve the right to change them without notice. Postage is calculated according the weight of the order and the destination. We try to ensure that this is current and accurate for the destination but reserve the right to amend if necessary.

# 5. CURRENCY

Please note that prices shown in on the website are in GBP. All transactions on the website are processed in GBP.

# 6. CUSTOMS

When ordering goods for delivery outside the UK , you are responsible for ensuring compliance with the laws of the importing country and for paying all applicable customs duties, taxes and import charges.

# 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. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the 'my account' area of the website. LEAF reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

# 8. 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 impaired in any way. Neither may you cause it to be changed or modified in any way.

# 9. LOSSES

LEAF will not be responsible for any loss arising from the use of this website or in respect to the purchase of any goods hereunder.

# 10. GOVERNING LAW AND JURISDICTION

These conditions are governed by and construed in accordance with the laws of England and Wales.

# 11. ALTERATION OF SERVICE OR AMENDMENTS TO THE CONDITIONS

We reserve the right to make changes to our website, policies, and these Conditions at any time.

# 12. GIFT VOUCHERS

Our gift vouchers are valid for one use  $\ensuremath{\text{0}}$ 

Our gift vouchers can be redeemed against products on www.leafteashop.co.uk

Our gift vouchers cannot be redeemed for cash or spent on additional gift vouchers

If the value of the gift voucher is larger than the value of the order, we are unable to refund the balance. If the order value is higher than the gift voucher amount then the balance must be paid by one of our alternative payment methods.

# 13. DISCOUNT CODES

Only one eligible Discount Code may be applied to a single order at any time at the Checkout. Offer-specific terms and conditions may apply (e.g. expiry date, country restriction) - see offer for details.

If you have any questions regarding our terms of conditions, please don't hesitate to contact the team at info@thisisleaf.co.uk

# **RETURNS AND DELIVERIES**

### **DELIVERIES**

Our aim is to always dispatch all orders within 2 working days (in fact we get the majority dispatched within 1 day of you placing your order). We send all our parcels with Royal mail with the option of either 1st or 2nd class left to your discretion. So if you need your order in a hurry our 1st class option will guarantee your parcel will reach you within 3 days. Whereas, our 2nd class option will on average take no more than 5 days to reach its destination. The cut off point is 2pm for the order to begin to registered that day.

If you have any queries, questions or concerns regarding your order please contact hello@leafteashop.co.uk or call 0151 707 7747 to speak to a member of staff directly.

Unfortunately we cannot deliver to America at this time.

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Delivery type Price Time to Deliver 1st class £4.50 1-2 working days 2nd class £3.50 3-5 working days Over 2kg (UK) £10 3-5 working days UK £15.00 3-7 working days
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# **RETURNS & REPLACEMENTS**

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