

WEBSITE & APPLICATIONS

TERMS AND CONDITIONS OF SALE

This page (together with the documents referred to on it) tells you the terms and conditions on which independent Regency Pizza's Pizza franchisees (the "Regency Pizza's Franchisees") supply any of the products (the "Products") listed on the Websites and Apps and in store to you. Please read these terms and conditions carefully before ordering any Products from the Websites and Apps or a Regency Pizza's Pizza store (a "Store"). By accessing the Websites and Apps and placing an order, or by visiting a Store and placing an order, you agree to be bound by these terms and conditions and the Terms of Use policy set out in the Websites and Apps.

If you have any questions relating to these terms and conditions please contact joe.costandi@regencypizza.co.uk before you place an order.

If you do not accept these terms and condition please exit the Websites and Apps and do not place an order in a Store.

INFORMATION ABOUT THE Regency Pizza's PIZZA BUSINESS

The Websites and Apps are operated by Regency Pizza's Pizza UK & Ireland Limited ("Regency Pizza's", "we", "our" and/or "us"). Regency Pizza's is registered in England and Wales with its registered office at Unit 3 Woodstock Close, northallerton, DL6 2NB

PRIVACY

We may transfer personal data that we collect from you via the Websites and Apps to third party data processors located in countries that are outside of the European Economic Area in connection with processing orders that are placed online. Please be aware that countries which are outside the European Economic Area may not offer the same level of data protection as the United Kingdom or Republic of Ireland (as appropriate), although our collection, storage and use of your personal data will continue to be governed by these terms and conditions and our Privacy Policy. By ordering from us you acknowledge that you agree to such transfer.

PURPOSE

The purpose of the Websites and Apps is to provide a simple and convenient service to our Regency Pizza's Pizza customer, linking them to their nearest Regency Pizza's Franchisee. Our interactive menus allow customers to build and submit orders at the click of a button.

SERVICE AVAILABILITY

Regency Pizza's offers a delivery service throughout the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands. Regency Pizza's is rapidly expanding and as we expand in to new territories and countries our delivery areas expand with us. Each Store has a prescribed delivery area. This is to ensure that the Products reach your door when they are at their best. If you live outside a prescribed delivery area, a message will appear on screen notifying you that ordering online will not be possible. This does not stop you buying the Products from your chosen Store, you will just have to phone your chosen Store, order directly from them and collect the order.

We do not accept orders from individuals to a country in which we do not have a Store. Store opening hours will vary depending on local trading conditions and the availability of late opening licences for local Regency Pizza's Franchisees. Please click on the "View all Stores" link on the Websites and Apps, then click on your chosen Store which will provide you with the opening hours of that Store.

YOUR STATUS

By placing an order through the Websites and Apps, you warrant that:

you are legally capable of entering into binding contracts; and

you are at least 18 years old.

OUR STATUS

We may provide links on the Websites and Apps to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that any products you purchase from third party sellers through the Websites and Apps, or from companies to whose website we have

provided a link on the Websites and Apps, will be of satisfactory quality, and any such warranties are disclaimed by the Regency Pizza's Family absolutely. This disclaimer does not affect your statutory rights against the other third party seller.

Apple Inc. is not a sponsor of, nor is it responsible for, any promotional offers within the Regency Pizza's iPhone applications.

ORDERS VIA THE WEBSITES AND APPS AND IN STORE

After placing an online order via the Websites and Apps, you will be presented with a screen thanking you for your order and confirming your order has been received and accepted by the appropriate Regency Pizza's Franchisee (the "Confirmation Screen").

Regardless of whether you place an order via the Websites and Apps or in a Store, the contract will be between you and the Regency Pizza's Franchisee and will only be formed when you have been presented with the Confirmation Screen (online) or have paid for your goods (in a Store).

Where you have placed an order online, you should also receive a confirmation email. Please make sure the email address you provide is correct and your mailbox is in proper working order, as all correspondence regarding your order is sent to this address.

Incorrect personal details may lead to problems or delays in delivery, so please ensure that you have included your correct address (including postcode), email address and contact telephone number when ordering.

All food preparation and deliveries are the sole responsibility of the Regency Pizza's Franchisee accepting the order whether that order is placed via the Websites and Apps or in a Store.

provide a quality service, however Regency Pizza's accepts no responsibility or liability for the quality or quantity of any goods delivered by or collected from a Regency Pizza's Franchisee.

We do monitor the very closely and it is of utmost importance to us that they comply with our brand standards and help us to maintain our high won reputation. If you do have any questions,

comments, complaints or praise regarding the Products shown or ordered on the Website and Apps we would very much like to hear from you and you should direct all communication to Regency Pizza at your local store.

For the safety of our drivers, a driver will only deliver to the main door/reception when delivering to apartment blocks, flats or hotels.

Minimum delivery spend may apply.

PRODUCTS

All Products are subject to availability whether purchased via our Websites and Apps or in a Store. In most cases, your local Regency Pizza's Franchisee will offer an alternative for any out-of-stock item.

We do not use nuts in our pizzas or side orders, however, some ingredients are produced in factories that handle nuts and some ice creams contain nuts.

The Stores are busy working environments and there is a risk of cross-contamination between toppings. If you have an allergy we kindly ask that you do not order online. In this scenario, please telephone your chosen Store and inform your order-taker at the Store directly in full of your allergies.

Great care is taken in the preparation of all the Products, however, we cannot guarantee that all bones from meat products have been removed and some may remain. Olives may contain stones.

Most of our pizza bases are handmade to order with fresh dough. Although we try our hardest to be consistent at times the size of the bases can vary.

AVAILABILITY AND DELIVERY

Our goal is to provide the best pizza delivery service in the market which includes maintaining our excellent reputation for on-time delivery (i.e. delivering pizza at the time we quote). Unfortunately things do not always go to plan and factors, such as weather and traffic conditions, may occasionally prevent us from achieving this.

We will do our best to fulfil your order in accordance with the delivery date and time set out in the confirmation email or, if delivery is specified as asap, within a reasonable time from the time the confirmation email was sent taking into account the volume of orders and circumstances facing the Regency Pizza's Franchisee at the time.

We will inform you if we become aware of an unexpected delay. For a real time update of your order you can click on the Pizza Tracker link provided on the Confirmation Screen.

CANCELLATION

You have the right to cancel an order by telephoning the relevant Store up until either:

in the case of any advance order (which is/are order(s) placed more than 1 day before a requested delivery date), up to 1 day before the order is due to be delivered; or

in the case of same day orders and deliveries, within a reasonable time (usually just a matter of minutes) and, in any event, before any food has been used to start preparing the order.

Where an order is cancelled after food has been used to start preparing the order, the Regency Pizza's Franchisee may, at its sole discretion, classify this as a "Bad Order". Bad Orders will be charged to the customer and no refund will be due to the customer.

An order may be subsequently cancelled by a Regency Pizza's Franchisee, at its sole discretion, after you have been presented with the Confirmation Screen. Regency Pizza's and the Regency Pizza's Franchisee reserves the right to cancel any order, before or after acceptance, and will notify you immediately of any such cancellation.

You will not be charged for cancelled orders made in accordance with these cancellation provisions. Any payment made prior to an order being cancelled by Regency Pizza's or a Regency Pizza's Franchisee, in accordance with the above, will usually be reimbursed using the same method originally used by you to pay for your purchase.

PRICE AND PAYMENT

The price of any Products will be as quoted on our Websites and Apps or as advertised in the Stores and may vary from time to time, except in cases of obvious error. Prices include VAT. Prices will vary between Stores.

Prices are liable to change at any time, but changes will not affect orders placed that you have already paid for (in a Store) or where you have already checked-out and been presented with the Confirmation Screen in an online order (unless, due to a technical error, you have been overcharged for some reason). Despite our best efforts, some of the Products listed on our Websites and Apps may be incorrectly priced (either due to human or technical error). The Store will normally verify prices as part of the order process and the Store's decision in relation to pricing is final and binding.

Payment for all Products can be by credit or debit card at the point of ordering or in cash at the point of collection. We accept payment via Maestro, Visa Delta, Visa and MasterCard. We will charge your credit or debit card at the point of order.

Should you choose to pay by credit or debit card via the Websites and Apps, once your order has been confirmed your credit or debit card will have been authorised and the amount marked for payment. Payment is made directly to Regency Pizza's and is subsequently passed on by Regency Pizza's to the appropriate Regency Pizza's Franchisee. Where you pay for an order in Store, the Regency Pizza's Franchisee will be solely responsible for collecting payment from you.

OUR LIABILITY

If we and/or the Regency Pizza's Franchisee fail to comply with these terms and conditions we and/or the Regency Pizza's Franchisee are responsible for loss or damage you suffer that is a foreseeable result of our and/or the Regency Pizza's Franchisee's breach of these terms and conditions or our and/or the Regency Pizza's Franchisee's negligence, up to the amount of the purchase price paid by you for the Products you ordered. However, we and/or the Regency Pizza's Franchisee are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you purchased from the Websites and Apps.

We and the only supply the Products for domestic, private and business use. You agree not to use any Product for any commercial or re-sale purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We, and/or the (as appropriate), do not in any way exclude or limit our liability for:

death or personal injury caused by our and/or the Regency Pizza's Franchisee's negligence;

fraud or fraudulent misrepresentation;

any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

defective products under the Consumer Protection Act 1987.

TERMINATION

We reserve the right to decline a new registration, terminate your right to link to the Websites and Apps under these terms and conditions. If we consider there to be a risk of liability or loss to us or the we may take any action deemed necessary to prevent such a liability or loss from occurring. A Regency Pizza's Franchisee may also, in certain circumstances, ask you not to return to its Store and/or place any further orders in or from its Store and we would typically respect the Regency Pizza's Franchisee's decision in this regard.

If we terminate your right to link to the Websites and Apps you must cease linking to the Websites and Apps immediately. We reserve the right to assign or sub-contract any or all of our rights and obligations under these terms.

WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Websites and Apps, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Websites and Apps. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

EVENTS OUTSIDE OUR CONTROL

We and the 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 (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond both our reasonable control and the reasonable control of the and includes in particular (without limitation) the following:

strikes, lock-outs or other industrial action;

civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

impossibility of the use of public or private telecommunications networks;

the acts, decrees, legislation, regulations or restrictions of any government; or

non-performance by suppliers or subcontractors.

WAIVER

If the Regency Pizza's Family fails, at any time during the term of a contract, to insist upon strict performance of any of your obligations under any contract or any of these terms and conditions, or if the Regency Pizza's Family fails to exercise any of the rights or remedies to which it is entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by the Regency Pizza's Family of any default shall not constitute a waiver of any subsequent default.

No waiver by the Regency Pizza's Family of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing (email correspondence will be permitted).

SEVERABILITY

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or

provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them represent the entire agreement in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

Regency Pizza's has the right to revise and amend these terms and conditions from time to time. Any changes we make to these terms and conditions will be posted on this page. You will be subject to the policies and terms and conditions in force at the time that you order Product(s) from a Regency Pizza's Franchisee, 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

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with

such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.