

MADEMOISELLE MACARON TERMS & CONDITIONS

Standard Terms of Use

- 1. Do not upload offensive comments or material to mademoisellemacaron.co.uk. These will be deleted and posts that break the law may be reported to the police.
- 2. All rights in the site design, text, graphics and other content, interfaces, and the selection and arrangements thereof belong to Mademoiselle Macaron Ltd. (mademoisellemacaron.co.uk) or its licensors. All rights are reserved save as set out below. Permission is granted to electronically copy and to print hard copy portions of this site for the sole purpose of placing an order with Mademoiselle Macaron Ltd. (mademoisellemacaron.co.uk) or using this site as a shopping resource. Any other use of materials on this site, including reproduction for purposes other than those noted above, modification, distribution, or republication is strictly prohibited.
- 3. Disclaimers and Limitations on Mademoiselle Macaron Ltd. (mademoisellemacaron.co.uk). The information and materials contained in this site, including, without limitation, text, graphics, and links, are provided on an "as is" basis with no warranty, and in particular, mademoisellemacaron.co.uk limited does not represent or warrant that the information accessible via this site is accurate, complete or current, or that use of the site is free of risk of viruses or other damage. Price and availability information is subject to change without notice.

Terms and Conditions of Sale

The following are the terms ("Terms") on which Mademoiselle Macaron Limited ("we", "our", or "us") have agreed to supply French macarons ("Products") to you ("you" or "your").

We are Mademoiselle Macaron Limited a company registered in Scotland. Our company registration number is SC473753 and our registered office is **11 Stewartfield**, **Edinburgh**, **Scotland**, **EH6 5RQ**. Our registered VAT number is GB 206642525.

Online Macaron Orders



- Due to the nature of production, goods ordered in a specific colour, flavour and appearance may or may not be the exact equivalent of any pictures or samples provided in advance. As all of our macarons are handmade, slight deviation can occur.
- The images of the products on our website and social media platforms are for illustrative purposes only. We make every effort to display the colours and fillings accurately. We cannot guarantee that your computer's display of colours accurately reflects the colour of our products. Your products may vary from those images.
- 3. Images used on our social media pages and certain pages on our website are stock photos and may no longer be available to purchase.
- 4. We cannot take responsibility for any damage caused by our couriers mishandling of the parcel, and will not offer a refund or replacement.
- 5. We send our macarons fresh and they are best kept cool in the fridge for up 7 days. Macarons are best consumed at room temperature.
- 6. If we are not able to send you one or more of the flavours you have picked for your order, we reserve the right to replace it with a close alternative if your choice is not available.
- 7. In the event that there is a pricing error on the website we will not be bound to honour any orders made at that price.
- 8. It is your responsibility to ensure that you order from us with sufficient lead-time to prevent any loss or disappointment resulting from non-shipment or late delivery that is beyond our control.

Returns for macaron orders

- 1. We are only able to offer a refund if the items are proven to be faulty and that the fault is in the production of the product.
- 2. Where a complaint is raised we will require clear images of the product,, packaging and shipping label to investigate and find a resolve. Failure to provide any images will void any resolve that we can offer.
- 3. In the event where the fault is with the product, we will require the product to be sent back to us before issuing a refund.
- 4. We will not issue a refund for items that have already been consumed.
- 5. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable.
- 6. Depending on circumstances, Mademoiselle Macaron will issue a credit note, discount offer or resend the order.
- 7. If, for some reason, you are unsatisfied with your purchase, please contact our store on 01312855820 within 24 hours of when the package was received, and



we will make every effort to make sure you are happy with your Mademoiselle Macaron experience.

Shipping Policy

- 1. Mademoiselle Macaron ships orders UK wide using both DPD and Royal Mail as our third party shipping providers.
- In the case of DPD, as long as your order is received before cut-off, you will receive this next day, or by 8pm on the date specified. 98% of DPD orders sent via DPD are delivered on the specified date. A signature is required at point of delivery.
- In the case of Royal Mail, we use their 24 hour Tracked delivery service. See <u>Royal Mail</u> for their full terms and conditions. Please note that this is not a guaranteed service. The Royal Mail specify that the 24 hour tracked service is an 'aimed for' service where the majority of parcels reach their destination within 24 hours. No complaints can be made until 7 days have passed without delivery.
- 2. For large orders e.g. macaron towers, we use DPD Local delivery service on a next day delivery basis. We cannot accept liability for any delays caused by couriers.
- 3. Delivery dates are approximate and no liability whatsoever is accepted in respect of late deliveries that are shipped on time.
- 4. Royal Mail shipping that is 'In time for' a seasonal event may arrive one or two days earlier than the event if the date falls on a public bank holiday.
- 5. We cannot take responsibility if the customer is not at home to accept the delivery nor can we accept responsibility for where the parcel is left by the courier.
- 6. We cannot take responsibility for errors in the shipping address made by the customer at the time of ordering.
- 7. Shipments that are returned or require rerouting due to incorrect addresses will be subject to additional charges for reshipment and/or relabelling for Royal Mail.
- 8. Shipping charges will not be refunded for late deliveries in the event the business is closed or if the recipient is not available to receive the package when delivered.
- 9. You must contact us within five (5) days of the expected delivery date to notify us of any late or missing shipments.
- 10. Estimated delivery timelines do not take unexpected weather delays into consideration, which may affect shipping and arrival dates. Without prejudice to your statutory rights we accept no liability for any failure to ship products where this results from acts of God, civil commotion, riots, flood, drought, fire,



legislation or other factors outside our control, or our decision on reasonable grounds not to do so for reasons of suspicion of credit card fraud or similar, provided that we take all reasonable steps to notify you within five (5) days of order placement that products will not be shipped as ordered.

In such cases we will not process any payment or will immediately refund any payment made, in full.

Classes

- 1. Courses cancelled by the customer two weeks or less before the class date will not be refunded.
- 2. It may be possible to change the date of your class, subject to providing notice of two weeks or more and availability of spaces for another date. We cannot guarantee that if you need to change the date of your class booking that an alternative date is available.
- 3. If you find you are unable to attend a class, you are welcome to send someone in your place. However, you must notify us in advance if you wish to do this.
- 4. You can only rebook a class once. If you are unable to attend your second date, we cannot offer a refund nor move the booking again.
- 5. Classes take place at 11 Stewartfield, Edinburgh, EH6 5RQ. You are not required to bring any equipment with you.
- 6. Mademoiselle Macaron will not be liable for loss of personal property on the premises.

Gift Vouchers

- 1. Gift Vouchers are valid for one year from date of purchase.
- 2. Gift Vouchers can be used to book a macaron making class or redeemed against any product available on our website with the exception of subscription products.
- 3. It is your responsibility to ensure that the voucher is used before its expiry date.
- 4. Vouchers cannot be redeemed for cash, or refunded.
- 5. Gift Vouchers are redeemable against any class date set by Mademoiselle Macaron but places are subject to availability.



Weddings, Corporate and other large quantity event orders

- 1. Due to the nature of production goods ordered in a specific colour, flavour and appearance may or may not be the exact equivalent of any pictures or samples provided in advance.
- 2. All specifications are approximate only and as the product is handmade, subject to some variation and deviation.
- 3. We cannot take responsibility for any damage caused by our couriers mishandling of the parcel and will not offer a refund or replacement.
- 4. Orders for bespoke wedding orders can only be cancelled 4 weeks prior to pick up or shipping. If you are postponing your date we may be able to honour the order however this is only if it has not yet been scheduled for production. If this is the case, we can only offer a partial refund.

Returns for Weddings, Corporate and other large quantity event order

- 1. If, for some reason, you are unsatisfied with your purchase, please contact our store on 01312855820 within 24 hours of when the package was received, and we will make every effort to make sure you are happy with your Mademoiselle Macaron experience.
- 2. We are only able to offer a refund if the items are proven to be faulty and that the fault is in the production of the product. We will require pictures taken within 24 hours of receiving the order.
- 3. In the event where you feel you cannot use the macarons, we will require the macarons to be returned to us at, Mademoiselle Macaron, 11 Stewartfield Industrial Estate, Edinburgh, EH6 5RQ, without undue delay and in any event not later than 14 days from the day on which they arrived. You will bear the cost of returning the products.
- 4. Depending on circumstances, Mademoiselle Macaron will issue a credit note, discount offer or resend the order.

Returns for Non Macaron Products:

1. Our return policy lasts 14 days. If 14 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.



- 2. To complete your return, we require a receipt or proof of purchase.
- 3. To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.
- 4. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.
- 5. Refunds (if applicable): Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 7 working days.
- Exchanges (if applicable): We only replace items if they are defective or damaged. If you need to exchange it for the same item, <u>contact us</u> and send your item to: 11 Stewartfield, Edinburgh, EH6 5RQ. You will not be reimbursed for shipping.
- 7. In the event that there is a pricing error on the website we will not be bound to honour any orders made at that price.

Cancellations and modifications

- 1. If you wish to cancel or modify your online order (not for private or wedding orders) you must do so no later than 10am of the intended shipment date.
- 2. For order cancellation or modification requests, please contact us with this request in writing via email or using our chat service on our website. We will do our best to accommodate your needs, however, such requests may not be possible due to the order processing schedule. When contacting us, please include your name, contact number and order number. We aim to respond before close of business that day, or within 24 hours at the latest excluding weekends.

Contact

1. Mademoiselle Macaron is open Monday-Friday, 9.00am-4.00 pm. We will try to reply to your enquiry within 24 hours during working hours.



2. The Company is closed for business at the weekends. If we are unavailable to take your call please leave us a message including your name, number and where relevant order number and reason for calling.