The Great American Bagel Factory Ltd.
60 Gray's Inn Road, London WC1X 8AQ

Non-Conforming Orders and Refund Terms and Conditions

Nothing in this Agreement limits or excludes your statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection laws in the United Kingdom. This applies to all purchases made in Bagel Factory stores or through approved ordering channels, including bagels, coffee, cold beverages, and sweet and savoury snacks.

1. Non-Conforming Goods (Including Quality Issues)

For the purposes of this Agreement, "Non-Conforming Goods" includes goods that are incorrect, incomplete, damaged, or not of satisfactory quality or not qualitatively in conformity with the order at the time of purchase or collection.

Where you allege that goods are Non-Conforming Goods, you should submit a claim within 24 hours of purchase or collection through our website or by sending an email to Eat@bagelfactory.co.uk.

For freshly prepared or perishable products, this 24-hour window is important to allow us to properly investigate the issue and is calculated from the time stamped on the proof of purchase (receipt or order confirmation) to the timestamp of the transmission of your claim.

All claims must include all of the following mandatory information and evidence:

- proof of purchase (receipt or order confirmation); A receipt is mandatory for all cash payments. For electronic payments, it is sufficient to provide either a bank/card statement or the transaction ID as proof of payment
- a clear description of the issue
- photographic or other reasonable supporting evidence, where applicable.

Failure to provide all mandatory elements will result in the claim being deemed incomplete and ineligible for progression.

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2. Overcharge Adjustments

Where it is reasonably established that you have been incorrectly charged for any item ("Overcharge"), whether due to pricing error, system malfunction, or operational mistake, you shall be entitled to a refund of the overcharged amount.

Overcharge claims are subject to verification of transaction records and may be processed either as:

- a partial refund of the difference; or
- a full adjustment where appropriate.

All refunds shall be processed using the original payment method, unless otherwise agreed or required by technical constraints.

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3. Claims Processing, Incomplete Submissions and Closure

Where a claim is incomplete, it will be placed on hold pending receipt of the missing information.

You must provide any requested additional information within 5 days of request. Failure to provide complete information within this timeframe will result in the claim being closed as unsuccessful, with no further action taken, except where otherwise required by applicable law.

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4. Remedies

Where a claim is complete and validated, your sole contractual remedy shall be:

- a refund (full or partial, as applicable); or
- an overcharge adjustment under Clause 2.

Refunds relating to orders placed via third-party delivery platforms (including, without limitation, delivery marketplaces and aggregators) are excluded from this Agreement**,** and shall be governed exclusively by the applicable refund, dispute, and compensation policies of the relevant platform

No alternative remedies shall be available unless required by law.

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5. No Replacement Entitlement

For operational, hygiene, and food safety reasons, product replacements cannot be provided under any circumstances once the goods have left our premises.
Where a valid claim is established after this point, your exclusive contractual remedy shall be a refund or adjustment in accordance with this Agreement.

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6. Exclusions

No refund or adjustment shall be due where:

- the claim is submitted outside the 24-hour reporting window for Non-Conforming Goods;
- the issue arises from improper storage, handling, or misuse by you;
- the issue relates to the inherent characteristics of freshly prepared or perishable food products;
- the condition or presentation of the product was reasonably apparent at the time of purchase or collection.

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7. Abuse, Repeat Claims and Good Faith Requirement

We reserve the right to refuse claims, restrict account usage, or implement operational safeguards where we reasonably suspect:

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- fraudulent, abusive, or bad-faith behaviour;
- repeated or systematic claims inconsistent with normal consumer usage;
- misuse of the refund or complaint process.

All claims must be submitted in good faith and in accordance with reasonable consumer standards.

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8. Customer Experience Complaints (Non-Product Related)

Complaints relating to general customer experience, including but not limited to service perception, store environment, or subjective satisfaction ("Customer Experience Complaints"), do not constitute grounds for refund.

Such complaints will be assessed internally and may result, at Bagel Factory's sole discretion, in:

- internal corrective actions;
- operational adjustments;
- staff training measures or disciplinary actions under internal management procedures.
- other non-contractual remedial measures determined appropriate by Bagel Factory.

No financial compensation is automatically due in respect of Customer Experience Complaints unless otherwise determined at our discretion or required by law.

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9. Verification and Final Determination

We reserve the right to request additional information and to inspect relevant goods or transaction records prior to determining eligibility for any refund or adjustment. All determinations made by Bagel Factory will be assessed in accordance with this Agreement, subject always to your statutory rights.

No refund or adjustment shall be issued unless and until the claim has been fully verified in accordance with this Agreement.

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10. Chargebacks and Payment Disputes

You agree to first engage with the internal claims process set out in this Agreement before initiating any chargeback or payment dispute. Where a chargeback is initiated without prior use of the internal resolution process, we reserve the right to:

- contest the chargeback with supporting evidence;
- classify the transaction as disputed; and/or
- restrict future ordering access where appropriate and lawful.

This clause does not affect your statutory rights.

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