Terms and Conditions

The Terms and Conditions were last updated on July 2, 2025

Welcome to Turtabaker.com.

These Terms and Conditions govern your use of our website and the purchase of products from our store. By accessing, browsing, or placing an order through this site, you agree to be legally bound by these Terms and Conditions, along with any other applicable policies referenced herein. If you do not agree with any part of these terms, please do not use our website.

1. Introduction

These Terms and Conditions apply to your use of this website and to all transactions related to our products and services. You may also be subject to additional agreements with us regarding specific products or services. If any provisions in such additional agreements conflict with those in these Terms, the terms of the additional agreements will take precedence.

By accessing or ordering from this site, you agree to be bound by these Terms and Conditions set forth below.

2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and Conditions. The mere use of this website implies your knowledge and acceptance of these Terms and Conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and in the data, information, and other resources displayed or accessible within the website. All content on this website (including photos, logos, recipes, and designs) is the property of Turtabaker. Unauthorized copying, reproduction, or use is strictly prohibited.

4.1 All rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Newsletter

Notwithstanding the foregoing, you may forward our newsletter in electronic form to others who may be interested in visiting our website.

6. Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

8. Registration

You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

9. Content posted by you

We may provide various open communication tools on our website, such as blog comments, blog posts, forums, message boards, ratings and reviews, and various social media services. It might not be feasible for us to screen or monitor all content that you or others may share or submit on or through our website. However, we reserve the right to review the content and to monitor all use of and activity on our website, and remove or reject any content in our sole discretion. By posting information or otherwise using any open communication tools as mentioned, you agree that your content will comply with these Terms and Conditions and must not be illegal or unlawful or infringe any person's legal rights.

10. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first

signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

11. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

12. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to £250. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

13. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Statement and our Cookie Policy.

14. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United Kingdom.

15. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

16. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

17. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and Conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

18. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

19. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

20. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

21. Entire agreement

These Terms and Conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and Hatice Satin in relation to your use of this website.

22. Specific Business Information and Ordering

Business Address and Contact

Turtabaker is operated from:

2 Wild Close, Lower Earley, RG6 4JQ, Reading/Berkshire, UK

Email: info@turtabaker.com
Phone: +44 07342 736419
Website: www.turtabaker.com

Products

We specialize in handmade cheesecakes, cookies, and other baked treats. Due to the nature of our products, appearance may slightly vary.

Allergen Warning

At Turtabaker, all our products are prepared with care and in hygienic conditions. However, please be aware that our kitchen handles the following allergens:

- Gluten (wheat)
- Milk and dairy products
- Eggs
- Tree nuts (hazelnuts, walnuts, almonds, etc.)
- Peanuts
- Soy
- Sesame

Traces of these allergens may be present in our products. If you have a food allergy or intolerance, please contact us **before placing your order**.

Turtabaker cannot be held responsible for any health issues resulting from allergic reactions.

Orders and Acceptance

Orders can be placed online 24/7. All orders are subject to availability and confirmation. We reserve the right to cancel any order in the event of product unavailability or errors in pricing.

Payments

We accept the following payment methods:

- Cash and Card on Delivery
- Online Payment (via secure third-party gateways such as Square, Stripe, or PayPal)

Orders must be paid in full before dispatch or at the time of delivery for cash orders.

Orders and Deliveries

You may place orders at any time via our website. However, deliveries and pick-ups are only available on **Sundays**.

Delivery Locations:

- Wokingham
- Lower Earley
- Earley
- Arborfield
- Winnersh

If your delivery address is outside of these areas, you must collect your order from our kitchen at: **2 Wild Close, Lower Earley, RG6 4JQ, Reading/Berkshire, UK**

Delivery Window:

Deliveries take place every **Sunday** between 10:00 AM and 6:00 PM. Please ensure someone is available to receive your order.

Preparation times may vary depending on the product. Custom orders must be placed at least 24 hours in advance.

Delivery areas and hours are listed on our website. If the recipient is not available at the delivery address, an additional delivery fee may apply for a second attempt.

Our products are freshly made daily. Turtabaker is not responsible for any quality loss resulting from improper storage after delivery.

Cancellations and Refunds

Due to the perishable nature of our products, we do not accept returns or offer refunds once an order has been dispatched.

Cancellations must be made at least 12 hours before the scheduled delivery. No refunds will be issued for late cancellations.

Exceptions:

If you receive a wrong or damaged item please contact us immediately. We will investigate and provide an appropriate resolution. If the issue is confirmed, we may:

- Offer a full or partial refund
- Send a replacement (subject to availability)

We are not obliged to offer compensation under any other circumstances.

Liability

We are not responsible for delays caused by third-party couriers. Our liability for any claim shall not exceed the value of the goods purchased.

Data Protection

Your data is handled in accordance with our <u>Privacy Policy</u>. We comply with UK GDPR laws and use secure payment and data handling systems.

Governing Law

These terms are governed by the laws of England and Wales. Disputes shall be resolved in UK courts.

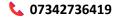
Contact Information

This website is owned and operated by Hatice Satın.

You may contact us regarding these Terms and Conditions by writing or emailing us at the following address:



info@turtabaker.com



23. Updating of these Terms and Conditions

We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and Conditions, please contact us. The most recent version will always be available on our website, and Turtabaker reserves the right to make such updates at its discretion.

24. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of United Kingdom. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of United Kingdom. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

25. Download

You can also download our Terms and Conditions as a PDF.