

Cancellation and Refund Policy

Any Capitalized terms used but not defined herein shall have the meaning assigned to them under the Terms of Use which govern your use of our website <https://sites.google.com/view/smokin spice> (the "Website"). The Website is referred to as the "Platform".

Customer Cancellation

As a general rule Buyer shall not be entitled to cancel Order once placed. Buyer may choose to cancel Order only within one-minute of the Order being placed. However, subject to Buyer's previous cancellation history, Smokin Spice reserves the right to deny any refund to Buyer pursuant to a cancellation initiated by Buyer even if the same is within one-minute followed by suspension of account, as may be necessary in the sole discretion of Smokin Spice.

If Buyer cancels his/her Order after one minute of placing it, Smokin Spice shall have a right to collect a penalty of 100% of the Order amount for breach of contract terms as a compensation for the damages suffered by Smokin Spice, with a right to either not to refund the Order value in case Buyer's Order is prepaid or recover from the Buyer's subsequent Order in case his/her Order is postpaid, to compensate the Merchants and PDPs.

Non-Customer Cancellation

Smokin Spice reserves the right to collect a penalty for the Orders constrained to be cancelled by Smokin Spice for reasons not attributable to Smokin Spice, including but not limited to:

in the event if the address provided by Buyer is either wrong or falls outside the delivery zone;

failure to contact Buyer by phone or email at the time of delivering the Order booking;

failure to deliver Buyer Order due to lack of information, direction or authorization from Buyer at the time of delivery; or

unavailability of all the items ordered by Buyer at the time of booking the Order; or

unavailability of all the items ordered by Buyer at the time of booking the Order. However, in the unlikely event of an item in an Order being unavailable, Smokin Spice will contact the Buyer on the phone number provided to us at the time of placing the Order and inform Buyer of such unavailability. In such an event Buyer will be entitled to cancel the entire Order and shall be entitled to a refund to an amount upto 100% of the Order value.

In case of cancellations for the reasons attributable to Smokin Spice or the Merchant or PDP, Smokin Spice shall not collect any penalty from the Buyer.

Cancellation policy for Instamart/Meat stores/Supermarkets/Pet stores/Fruits and vegetables/Wellness essentials/Gourmet & Organic

The Orders placed by Buyers using the Platform are non-cancellable and non-refundable except if refund is requested under the following conditions –

If the Order could not be delivered within the estimated time while placing the order;

If the Order has not been picked by the PDP

If the Merchant doesn't accept or cancels the Order due to reasons not attributable to Buyer, including but not limited to store being closed, non-availability of items, store cannot service online orders at that moment, store is overcrowded, etc.

If Smokin Spice cancels the Order due to reasons not attributable to Buyer, including but not limited to non-availability of PDP, etc.

Smokin Spice reserves the right to look into the cancellation request of the Buyer and determine if such cancellation request falls under the conditions mentioned above. If Smokin Spice is satisfied that the request and same fulfills any of the aforesaid conditions, then Smokin Spice shall process the cancellation request and refund amounts to the Buyer.

Refunds

Buyer may be entitled to a refund for prepaid Orders. Smokin Spice retains the right to retain the penalty payable by the Buyer in Section I(2) from the amount refundable to him/her. The Buyer shall also be entitled to a refund of proportionate value in the event packaging of an item in an Order or the complete Order, is either tampered or damaged and the Buyer refuses to accept at the time of delivery for the said reason;

Buyer may be entitled to a refund upto 100% of the Order value if PDP fails to deliver the Order due to a cause attributable to either PDP or Smokin Spice , however such refunds will be assessed on a case to case basis by Smokin Spice.

Our decision on refunds shall be final and binding.

All refund amounts shall be credited to Buyer's account as may be stipulated as per the payment mechanism of Buyer's choice, the estimated timelines are detailed as below, in case Buyer don't choose to credit it to Buyer's wallet with his/her Smokin Spice Account;

Process

Forms - Order Edit/Cancellation/Compensation/Payment Failure

Payment method	Refund to	Refund within(TAT)
<i>Net Banking</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>Debit/Credit Cards</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>UPI</i>	<i>Source</i>	<i>2 hours</i>
<i>Amazon Pay (Wallet)</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>Amazon Pay (CC/DC/NB)</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>Phone Pe (Wallet)</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>Phone Pe (CC/DC/NB)</i>	<i>Source</i>	<i>5-7 Business Days</i>
<i>Wallets-Paytm/Mobikwik/Freecharge</i>	<i>Source</i>	<i>2 Hours</i>
<i>Lazy Pay</i>	<i>Source</i>	<i>2 Hours</i>
<i>Sodexo</i>	<i>Source</i>	<i>5-7 Business Days</i>

In case of payment at the time of delivery, Buyer will not be required to pay for:

Orders where packaging is either tampered or damaged at the time of delivery;

Wrong Order being delivered; or

Items missing from Buyer's Order at the time of delivery.

Provided the same is communicated to Smokin Spice Customer Care through the Platform before the Order is marked delivered.