

Really Delicious Terms and Conditions of Sale

1. DEFINITIONS

- 1.1 “Buyer” means the individual or organisation who buys or agrees to buy the Goods and/or Services from the Supplier;
- 1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 “Contract” means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;
- 1.4 “Goods” means the articles that the Buyer agrees to buy from the Supplier;
- 1.5 “Services” means the services that the Buyer agrees to buy from the Supplier;
- 1.6 “Supplier” means **The Really Delicious Food Company Ltd** of 21 Watt Street, Glasgow, G5 8RR that owns and operates the website **www.really-delicious.com**
- 1.7 “Website” means www.really-delicious.com

- 1.8 “Terms and Conditions” means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier.

2. CONDITIONS

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.2 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.
- 2.4 Any complaints should be addressed to the Supplier’s address stated in clause 1.6

- 2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.
- 2.6 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

3. ORDERING

- 3.1 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the order process section.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Supplier reserves the right to substitute items of similar value and type.
- 3.3 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

4. PRICE AND PAYMENT

- 4.1 The price of the Goods and/or Services shall be that stipulated on the Website. The price is EXCLUSIVE of VAT. Where applicable, the price EXCLUDES delivery charges.
- 4.2 Payment of the price plus VAT and delivery charges, if applicable, must be made in full before despatch of Goods or commencement of the Services or if the Supplier agrees to credit terms, within 14 days of receipt of the invoice.
- 4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer’s shopping cart prior to confirming the order.
- 4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.
- 4.6 Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3% per annum above the base rate of The Bank of England from time to time in force.

5. RIGHTS OF SUPPLIER

- 5.1 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.
- 5.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.
- 5.3 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

6. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

7. AGE OF CONSENT

- 7.1 Where Goods and/or Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods and/or Services. If the Supplier discovers that the Buyer is not legally entitled to order certain Goods and/or Services, the Supplier shall be entitled to cancel the order immediately, without notice.
- 7.2 Where Goods and/or Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods and/or Services.

8. DELIVERY

- 8.1 Goods supplied will normally be delivered on the date the order is requested provided adequate notice as specified on the website is given. If the required notice is not given orders will not be processed and the Supplier will not be liable for any loss arising from non delivery in these circumstances.
- 8.2 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 8.3 Goods shall be delivered by the company itself 'Really Delicious Food Company'.
- 8.4 The Supplier shall use its reasonable endeavours to meet any time slot agreed for delivery. In any event, time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery time.
- 8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.
- 8.7 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

9. LIMITATION OF LIABILITY

- 10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

10. CANCELLATION/AMENDMENTS AND RETURN

- 9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Supplier immediately by telephone if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.
- 9.2 The Buyer may cancel/amend any order for Goods for any reason up until 12 noon on the day

before the goods are due to be delivered. After this deadline the Supplier reserves the right to charge the full cost of any food wasted and the staff costs for any abortive work. Any payments made by the Buyer (less any costs due to the Supplier) shall be refunded in full within 28 days.

11. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

12. FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

13. WAIVER

No waiver by the Supplier (whether implied or expressed) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

14. PRIVACY POLICY

-14.1 This privacy policy sets out how **The Really Delicious Food Company** uses and protects any information that you give when you use this website.

- 14.2 **Really Delicious Food Company** is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

- 14.3 You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to The Really Delicious Food Company, 21 Watt St, Glasgow G5 8RR.

- 14.4 We do NOT store credit card details nor do we share customer details with any 3rd parties.

15. CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.