

# BOBA BOX LIMITED TERMS OF WEBSITE USE

## Who we are and how to contact us.

www.bobabox.co.uk is a site operated by Boba Box Limited ("We"). We are registered in England and Wales under company number 07212310 and have our registered office at Hilden Park House 79 Tonbridge Road, Hildenborough, Tonbridge, England, TN11 9BH. Our head office address is 9-11 Broadwick Street (Suite 202), London, W1F 0DB. Our VAT number is 126495402.

## By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

## There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

If you purchase goods or services from our site, our [Terms & Conditions of supply](#) will apply to the sales.

## We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## We may make changes to our site

We update and change our site from time to time.

## We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

## **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **Information on this site**

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **Our responsibility for loss or damage suffered by you**

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our [Terms and conditions of supply](#).

## **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please [contact us](#).

## Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## BOBA BOX LIMITED TERMS & CONDITIONS OF SUPPLY

### These terms:

- **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - You are an individual; and
  - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- Provisions specific to consumers only are in **red** and those specific to businesses only are in **green**.
- **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### Information about us and how to contact us:

- **Who we are.** We are Boba Box Limited a company registered in England and Wales. Our company registration number is 07212310 and our registered office is at Hilden Park House 79 Tonbridge Road, Hildenborough, Tonbridge, England, TN11 9BH. Our head office address is 9-11 Broadwick Street (Suite 202), London, W1F 0DB. Our VAT number is 126495402.

- **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## Our contract with you:

- **How we will accept your order.** Our acceptance of your order will take place when we expressly confirm acceptance of it in writing, at which point a contract will come into existence between you and us. This will be sent through an email to advise you your order has been accepted by Boba Box.
- **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you [contact us](#) about your order.
- **Basis of contract.** These terms apply to the contract between us to the exclusion of any other terms you seek to impose or incorporate, or which are implied by trade custom, practice or course of dealing.

## Our products:

- **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- **Product specifications.** The products may have up to 20% variance in terms of size and dimensions from the description.
- **Stock is subject to availability.** If a product is out of stock it is not available for purchase. Please note that no promotions or discounts will be valid for any products we do not have in stock. If you would like to take advantage of discounts and or promotions increase volume of existing products on your order or purchase other products in stock.

## Our right to make changes:

- **Minor changes to the products.** We may change the product:
  - to reflect changes in relevant law and regulatory requirements; and
  - to implement minor technical adjustments and improvements. These changes should not affect your use of the products.
- **More significant changes to the product and these terms.** If we have to make significant changes to the products, their specifications, size or dimensions (in excess of the stated variance in clause 4.3) we will notify you and you may contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received. You will not be entitled to receive a refund for any products received unless you have some other right to end the contract under these terms.

## Providing the products:

- **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If delivery will be longer than 30 days, we will contact you with an estimated delivery date where you can choose whether you wish to proceed with the order.
- **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may [contact us](#) to end the contract and receive a refund for any products you have paid for but not received.
- **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you.
- **When you own goods.** You own a product which is goods once we have received payment in full.
- **If you are not in when the product is delivered.** If nobody is available at your address to take delivery and the products cannot be left at your premises or posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot together with any costs associated with the re-delivery.
- **If you do not rearrange delivery.** If you do not attempt to re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage and any further delivery costs. If despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9 will apply.
- **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product for various reasons, including to:
  - deal with technical problems or make minor technical changes; or
  - update the product to reflect changes in relevant laws and regulatory requirements.
- **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

## Your rights to end the contract:

- **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
  - **If what you have bought is faulty or mis-described you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), [see clause 11 if you are a consumer](#) and [clause 12 if you are a business](#).
  - **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2.**
  - **If you are a consumer and have just changed your mind about the product** see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products that have been provided and you may also be entitled to compensation. The reasons are:
  - we have told you about a significant upcoming change to the products or these terms which you do not agree to (see clause 5.2) ;
  - we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;

- there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 months; or
  - you have a legal right to end the contract because of something we have done wrong.
- **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most non-perishable products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
  - services, once these have been completed, even if the cancellation period is still running;
  - perishable goods (being goods which are liable to deteriorate or expire rapidly). Most of the products we sell are perishable goods and as such you will not have the right to cancel;
  - products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
  - goods that are made to your specification or are clearly personalised; and
  - any products which become mixed inseparably with other items after their delivery.
- **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
  - **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  - **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

## How to end the contract with us (including if you are a consumer who has changed their mind):

- **Tell us you want to end the contract.** To end the contract with us let us know by doing one of the following:
  - **Phone or email.** Call customer services on 02038565880 or email us at office@bobabox.co.uk. Please provide your order number, name, address and phone number and e-mail address.
  - **Online.** complete the returns form on our website.
  - **By Post.** Please post any correspondence to the Head Office address, including details of what you have bought, when you ordered or received it and your name and address and order number.
- **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at: Boba Box, C/o Walker Logistics, Membury Logistics Centre, Ramsbury Road, Lambourn Woodlands, Berkshire, RG17 7TJ . or (if they are not suitable for posting), allow us to collect them from you. Please call customer services on 0203 856 5880 or email us at office@bobabox.co.uk for a return label or to arrange collection. **If you are a consumer exercising your right to change your mind, you must send off the goods within 14 days of telling us you wish to end the contract.**
- **When we will pay the costs of return.** We will pay the costs of return if the products are faulty or misdescribed, if you are ending the contract because we

have told you an upcoming change or error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. Otherwise you must pay the costs of return.

- **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. Within Mainland UK, the costs of collection are £10 plus VAT per box (up to maximum weight of 30kg) plus £15 plus VAT administration fee. Outside Mainland UK, the box collection prices will be quoted on spot rates and advised to you beforehand to accept.
- **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind: We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop including opening sealed products or using them in anyway that they cannot be resold. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund you what you would have paid for the cheaper delivery option.
- **When your refund will be made.** We will make any refunds due to you as soon as possible. **If you are a consumer exercising your right to change your mind then:**
  - If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 8.2.
  - In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## Our rights to end the contract:

- **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
  - you do not make any payment to us when it is due; or
  - you do not allow us, within a reasonable time, to deliver the products to you.
- **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you the net costs we will incur as a result of your breaking the contract.



## If there is a problem with the product:

- **How to tell us about problems.** If you have any questions or complaints about the product, please [contact us](#) using the details set out at the beginning of these terms.

## Your rights in respect of defective products if you are a consumer:

- If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services for a return label or to arrange collection.

## Your rights in respect of defective products if you are a business:

- If you are a business customer we warrant that on delivery any products which are goods shall:
  - conform in all material respects with their description and any relevant specification;
  - be free from material defects in design, material and workmanship; and,
  - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- Subject to clause 12.3, if:
  - you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 12.1;
  - we are given a reasonable opportunity of examining such product; and
  - you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- We will not be liable for a product's failure to comply with the warranty in clause 12.1 if:
  - you make any further use of such product after giving a notice in accordance with clause 12.2(a);
  - the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
  - the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
  - you alter or repair the product without our written consent; or
  - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.
- These terms shall apply to any repaired or replacement products supplied by us under clause 12.2.

## Price and payment:

- **Where to find the price for product.** The price of the product will be the price indicated on the order pages when you placed your order. If you place your order by telephone or e-mail the price will be notified to you when you submit your order. The price of the goods will exclude the costs and charges of packaging, insurance and transport of the products which will be notified to you separately before the contract is entered into between us. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- **We will pass on changes in the rate of VAT.** Where applicable, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis pricing, we may end the contract, refund any sums you have paid and require return of the goods provided to you.
- **When you must pay and how you must pay.** We will specify in the order process at what point you must pay for the goods or services ordered. You must pay for the goods before we dispatch them but **if you are a consumer we will not charge your credit or debit card until we dispatch the products to you. If you are a business customer time for payment is of the essence.**
- **How you must pay.** We accept payment by bank transfer, and by Mastercard and Visa card payments via Sage Pay payment terminals.
- **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- **What to do if you think an invoice is wrong.** If you think an invoice is wrong please [contact us](#) promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## Our responsibility for loss or damage suffered by you if you are a consumer:

- **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match the information we provided to you; of

satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care, and for defective products under the Consumer Protection Act 1987.

- **We are not liable for business losses.** If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

## Our responsibility for loss or damage suffered by you if you are a business:

- Nothing in these terms shall limit or exclude our liability for:
  - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - defective products under the Consumer Protection Act 1987;
  - any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- Subject to clause 15.1:
  - we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 125 percent of the total sums paid by you for products under such contract.

## How we may use your personal information:

- We will only use your personal information as set out in our privacy policy which is available on our website.

## Other important terms:

- **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of

your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## Fees

- **Manual Order Processing.** All orders must be placed online on our website. In the exceptional circumstance that we agree to process a manual order, we will charge a fee of £10.00 plus VAT.
- **Returns Fee.** Where the return of goods is not due to defect or our error, we will not accept a return of food products. There is an administration fee of £15.00 plus VAT for the return of non-food goods (per return). You will also be responsible for the costs of the return. If you wish for us to organise the collection of the returned items, there is a fee of £15.00 plus VAT per case. Any refund due will be subject to the return of goods in a satisfactory resaleable condition.
- **Cancellations.** Cancellations after the order has been processed but not picked yet will incur a cancellation fee of £5.00+VAT. Cancellations after the order has started picking or has been fully picked will incur a fee of £15.00+VAT plus any labour fees. If the order has already been dispatched you would be required to reject the delivery to be returned back to the sender (us). Alternatively, you can accept the delivery and allow us to collect the stock from you. You will be responsible for the delivery, admin and collection charges where applicable.

## Forms

- [Cancellation Form](#)