

## TERMS AND CONDITIONS

### BACKGROUND:

This agreement applies as between you, the User of this Website and Desire4food Ltd, the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 5 – 12 and 16 – 26 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3, 4, and 13 – 15 apply only to the sale of Goods. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur upon Our sending an order confirmation email to you indicating that your order has been fulfilled and is on its way to you.

#### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>"Account"</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>"Carrier"</b>	means any third party responsible for transporting purchased Goods from our Premises to customers;
<b>"Content"</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>"Goods"</b>	means any products that Desire4food Ltd advertises and / or makes available for sale through this Website;
<b>"Service"</b>	means collectively any online facilities, tools, services or information that Desire4food Ltd makes available through the Website either now or in the future;

<b>"Payment Information"</b>	means any details required for the purchase of Goods from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>"Premises"</b>	Means Our place(s) of business located at 40 Roebuck Lane, Essex, IG9 5QX;
<b>"System"</b>	means any online communications infrastructure that Desire4food Ltd makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>"User" / "Users"</b>	means any third party that accesses the Website and is not employed by Desire4food Ltd and acting in the course of their employment;
<b>"Website"</b>	means the website that you are currently using <a href="http://www.desire4food.com">www.desire4food.com</a> and any sub-domains of this site unless expressly excluded by their own terms and conditions;
<b>"We/Us/Our"</b>	means Desire4food Ltd, a company registered in England under 08176955.

## 2. Age Restrictions

Persons under the age of 18 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

## 3. Business Customers

These Terms and Conditions also apply to customers buying Goods in the course of business. If you are a business customer please consult our business terms and conditions located here.

## 4. International Customers

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of

record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and that We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

## 5. Intellectual Property

5.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Desire4food Ltd, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

5.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

## 6. **Third Party Intellectual Property**

6.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

6.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

## 7. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 8. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Desire4food Ltd or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites

themselves or of those in control of them.

#### 9. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.desire4food.com](http://www.desire4food.com) without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at [info@desire4food.com](mailto:info@desire4food.com).

#### 10. Use of Communications Facilities

10.1 When using System on the Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

10.1.1 You must not use obscene or vulgar language;

10.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

10.1.3 You must not submit Content that is intended to promote or incite violence;

10.1.4 It is advised that submissions are made using the English language as We may be unable to respond to enquiries submitted in any other languages;

10.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

10.1.6 You must not impersonate other people, particularly employees and representatives of Desire4food Ltd or Our affiliates; and

10.1.7 You must not use Our System for unauthorised mass-communication such as "spam" or "junk mail".

10.2 You acknowledge that Desire4food Ltd reserves the right to monitor any and all communications made to Us or using Our System.

10.3 You acknowledge that Desire4food Ltd may retain copies of any and all communications made to Us or using Our System.

10.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

#### 11. Accounts

11.1 In order to purchase Goods on this Website and to use certain other parts of the System, you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as We may not require Payment Information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

11.1.1 all information you submit is accurate and truthful;

11.1.2 you have permission to submit Payment Information where permission may be required; and

11.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

11.2 It is recommended that you do not share your Account details, particularly your username and password. We accept no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

11.3 If you have reason to believe that your Account details have been obtained by another person without consent, you should contact Us immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled up until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying Us of the unauthorised nature of the purchase, please email [info@desire4food.com](mailto:info@desire4food.com) as quickly as you become aware of the unauthorised use.

11.4 When choosing your username you are required to adhere to the terms set out above in Clause 10. Any failure to do so could result in the suspension and/or deletion of your Account.

## 12. Termination and Cancellation of Accounts

12.1 Either Desire4food Ltd or you may terminate your Account. If We terminate your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.

12.2 If We terminate your Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.

12.3 We reserve the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

12.4 If purchases are cancelled for any reason prior to dispatch you will be

refunded any sums paid in relation to those purchases within 14 working days.

12.5 If you terminate your Account, any non-dispatched purchases will be cancelled and you will be refunded any monies paid in relation to those purchases within 14 working days.

### 13. Goods, Pricing and Availability

13.1 Whilst every reasonable effort has been made to ensure that all graphical representations and descriptions of Goods available from Us correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not different Goods altogether. Please refer to Clause 15.1 for incorrect Goods.

13.2 Where appropriate, you may be required to select the required size, colour, number, **flavour and coatings** of the Goods that you are purchasing.

13.3 We neither represent nor warrant that Goods will be available. Stock indications are not provided on the Website .

13.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

13.5 In the event that prices are changed during the period between an order being placed for Goods and Us processing that order and taking payment, we will honour the price at the time the order was placed;

### 14. Orders and Delivery

14.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you an order confirmation email. Only once We have sent you an order confirmation email will there be a binding contract between Desire4food Ltd and you.

14.2 Order confirmations under sub-Clause 14.1 shall contain the following information:

14.2.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;

14.2.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;

14.2.3 Estimated delivery date(s) and time(s);

14.3 Order confirmations shall also be enclosed on paper with your Goods.

14.4 If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.

14.5 All Goods purchased by you will be delivered within 30 calendar days of Our order confirmation unless otherwise agreed.

14.6 The risk in the Goods shall remain with Us until payment in full has been received.

## 15. Returns Policy

Desire4food Ltd aims to always provide high quality Goods that are fault free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

15.1 If you receive Goods which do not match those that you ordered, you should contact Us, by email within 24 hours from receipt, to arrange a refund, or given the option of a replacement. Email [returns@desire4food.com](mailto:returns@desire4food.com). Photographic evidence must be received of damage, within 24 hours of receipt. Refunds will be issued within 10 working days. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.

15.2 If you are a consumer based within the European Union, you have a statutory right to a "cooling off" period. This period begins once your order is complete and ends 14 calendar days after the Goods have been delivered to you. If the Goods are delivered to you in instalments, the 14 calendar day period begins on the day that you receive the final instalment. If you change your mind about the goods within this period, please inform Us within 14 calendar days of receipt. Goods must be returned to Us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. You are responsible for paying return shipment costs if Goods are returned for this reason. Refunds will be issued no later than 14 calendar days after you inform Us that you wish to cancel under this provision and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.

15.7 Desire4food Ltd may not be able to accept returns under the cooling off period of the following types of Goods and/or taking into account the following circumstances:

15.7.1 Goods made to your specifications or that have been personalised;

15.7.2 Goods which are liable to deteriorate or expire rapidly;

15.7.3 Goods which are sealed for health or hygiene reasons that have been unsealed after delivery;

15.7.4 Goods which are, after delivery, according to their nature, inseparably mixed with other items;

15.7.6 Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop). Please note that opening packaging does not prevent you from returning Goods unless the Goods fall under sub-Clauses 15.7.3 or 15.7.5 and in any event does not include the opening of delivery packaging, only the packaging of the product itself.

## 16. Privacy

16.1 Use of the Website is also governed by Our Privacy policy which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link.

## 17. How We Use Your Personal Information (Data Protection)

17.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

17.2 We may use your personal information to:

17.2.1 Provide Our Goods and services to you;

17.2.2 Process your payment for the Goods; and

17.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

17.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

17.4 We will not pass on your personal information to any other third parties, without first obtaining your express permission.

## 18. Disclaimers

18.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided



will be accurate. We make no guarantee of any specific results from the use of Our services.

18.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

18.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

18.4 Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

19. Changes to the Service and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

20. Availability of the Website

20.1 The Website and any Service provided therein is provided "as is" and on an "as available" basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

20.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

21. Limitation of Liability

21.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

21.2 Nothing in these Terms and Conditions excludes or restricts Desire4food's liability for death or personal injury resulting from any negligence

or fraud on the part of Desire4food Ltd.

21.3 Nothing in these Terms and Conditions excludes or restricts Desire4food's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

21.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 22. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 23. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 24. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Desire4food Ltd.

## 25. Communications

25.1 All notices / communications shall be given to Us by email to [info@desire4food.com](mailto:info@desire4food.com). Such notice will be deemed received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please "click on the 'Unsubscribe' link in any email which you receive from us.

## 26. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Desire4food Ltd shall be governed by and construed in accordance with the Law of England and Wales and Desire4food Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.