



## TERMS AND CONDITIONS OF SALE

Welcome to the Spice Larder Website (the “**Website**”) terms and conditions for use and terms of sale. These terms and conditions apply to purchases made through this Website and/or placing an order you agree to be bound by the terms and conditions set out below.

### 1. **GENERAL INFORMATION AND SELLER DETAILS**

1.1. These Terms of Sale apply to all distance sales carried through the Website, made between you, the consumer, and vendors using our platform (the “**Vendors**”). We recommend that you read the following Terms of Sale carefully before making any purchase on the Website. Any purchase of product(s) on this Website is subject to these Terms of Sale. We reserve the right to change the Terms of Sale from time to time, thus, we recommend you always check the latest version.

1.2. **Buying Product on this Website:** All products available on the Website are sold by our Vendors and not by us. Information about each Vendor is available on their product page. Therefore the contract for the purchase of the item is between you and the Vendor. These terms and conditions will apply to each such contract. Each order you place by clicking the place order button is an offer by you to purchase the products or services you have selected from the relevant Vendor on the basis of these Terms and Conditions and the applicable details on the product page. The order is accepted when we (acting as agent of the Vendor) issue an email confirmation of your order. The contract will be between you and the Vendor.

1.3. **Liability of Spice Larder** The Spice Larder will make every effort to require Vendors to describe products accurately on this Website but as you are buying the products from one of our Vendors and not from the Spice Larder, the Spice Larder will not be liable to you if you are unhappy with the products or if they are defective, the wrong product, delivered late and so on. We therefore accept no liability for goods or services you purchase from our Vendors. This does not affect your statutory rights. Vendors make their own listings on the Website, they can upload their own photos and product descriptions and we do not check these for accuracy. If you are of the view that any information provided on the Website by any of our Vendors is inaccurate or misleading please let us know.

### 1.4. **Complaints**

Whilst responsibility for a product or service bought on this website is that of the Vendor, we will try our best to respond to concerns and pass your comments to the Vendors. If you are unhappy with any part of the service therefore please contact us directly via support@spicelarder.co.uk. We also operate a telephone service from Monday to Friday during 9am to 5pm and calls will be transferred to an answer phone at other times and a message left. We will process responses to emails within our operational hours from 9am to 5pm Monday to Friday. We will try to respond to all queries within 5 working days. If it is not possible to reply in full within this timescale, we will issue an interim response. If you are not happy with our response, please note you will have to take up the matter with the Vendor as your legal contract is with them and not with us.

### 1.5. **Spice Larder Company and Contact Details**

Our contact details are displayed below:

Spice Larder Limited of Hillcrest House, 2 Woodland Avenue, Staffordshire, ST5 8AZ UK

Director: Julia Roberts



Company Registration Number: 12697214

Email: [spicelarder@gmail.com](mailto:spicelarder@gmail.com)

Telephone: 07989 980 016

## 2. SHIPPING AND COSTS OF SHIPPING

Please note that we do not offer delivery of products ourselves, we only act as the agent for Vendors who are selling their products on the Website. All deliveries are made by Vendors from whom you purchased your products. Our Vendors, partners and the delivery companies they use will do their best to meet the delivery stipulated by the Vendor at the time of purchase. Each product is sent to you directly from the Vendor and not by us. The Vendor will choose their own option from the delivery guide below.

Delivery Option	Time it takes	Guide Cost **
Basic (UK only)	Delivery within 5-8 days after the product has been dispatched but often sooner	£3.95 per product & often less, and many are listed for free. <i>The cost is made on the product size and weight.</i>
Standard (UK only)	Up to 3 working days	£6.95 per product & often less and many are listed for free. <i>The cost is made on the product size and weight.</i>
Non Standard (UK Only)	Delivery times may vary – please see the vendor’s shop page for details.	The delivery cost will vary according to the item but the cost and delivery time will be shown on the relevant product page and/or checkout page.
International	<u>We currently do not offer international delivery</u>	

\*\* These are guide costs and indicate the maximum charge for orders in each category

If you have purchased multi items from different Vendors, they will arrive separately, as we do not distribute any items directly. The delivery times will be stipulated on the Vendors product page and the Vendors will let you know when they will dispatch your order once you have placed your order.

If you need to know more about the delivery of the item you have ordered, please contact the Vendor directly. If you cannot reach them and require any further assistance, please contact us via the **contact us** details on the Website and above.



### 3. PAYMENT AND PRICE

- 3.1. You may pay for the products and the relevant delivery charges using the following methods of payment: credit and debit cards via paypal checkout. We require that your billing and shipping addresses match in order to prevent credit card fraud.
- 3.2. In the event that, for any reason, it is impossible to debit amounts due from you, the transaction will be stopped and the sale cancelled. No debit will be made at the moment of transmission of the order proposal with the exception of the charge necessary to check the credit card's validity,
- 3.3. The prices of the products will be indicated on the Website in GBP. Delivery costs shall be added to the price of the products and indicated separately. Standard UK VAT rate is charged to all orders. This is included in the prices displayed on the Website.

### 4. PURCHASE PROCESS AND CONTRACT

- 4.1. Each product purchased is sold subject to its product description, which you find on the Website. Vendors are required to take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct.
- 4.2. The technical steps to place an order for a product are outlined below. You will be guided through the process of placing an order by a series of simple instructions on the Website. You must place the product in your "shopping bag/cart" and read and accept these Terms of Sale and the privacy policy. Then you must select the desired payment method and choose the "place order" option. Your order will not be accepted and there will not be a binding contract until we, as agent for the Vendor, have sent you an order confirmation.

Non-acceptance of an order may be a result of one of the following: unavailability of stock, we cannot obtain authorisation for your payment, there is a pricing or product description error, you do not meet the eligibility to order criteria. We and our Vendors reserve the right not to supply an age-restricted product where we reasonably believe that you are below the relevant minimum age. Should we have taken payment prior to non-acceptance of your order then we will refund you, but please note that it can take up to 5 days for the bank to transfer the funds to you.

- 4.3. All the products are subject to availability. Depictions of the products displayed on the Website may not correspond to their actual appearance. Due to the nature of the products advertised, the photos are of the demonstrative character only.

### 5. YOUR CONSUMER RIGHTS, CANCELLATIONS ON RETURNS

#### 5.1. **Food products**

Where products you buy are food items you are not entitled to the regular consumers' right to return goods without a reason. This means that you are not allowed to send such items back, unless faulty (see section 6 below). This applies for example to fresh chillies, fresh herbs, cheese, cakes and other items

#### 5.2. **Non-perishable products**

You have the following cancellation rights when you buy online: You are entitled to cancel your contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the Products. Your right to return or cancel Products does not apply to goods that are made to measure or are made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly. This doesn't affect your statutory rights if goods are faulty or not as described.



### 5.3. Cancellation process

If you wish to exercise your right of cancellation, you are obliged to retain possession of the products and take reasonable care of them. To exercise the right to cancel, you must inform us as agent for the Vendor of your decision to cancel within 14 days after the day when you received the products giving your contract by a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address. You can cancel by either logging back into your account or email/telephone the Vendor via the contact details you received on your order confirmation form. If you decide to cancel, you should return the products to the Vendor at your cost within 14 days of such cancellation and we, as the Vendors' payment agent, will reimburse to you (by the method used to pay for the original transaction) the amount in relation to products to which cancellation rights apply. This includes the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the applicable standard and least expensive method of delivery). We (as agent for the Vendor may make a deduction from the reimbursement for loss in value of any products supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any products supplied. We shall have the right to withhold the reimbursement until we receive the products back or evidence proving that you have sent them back.

### 6. **FAULTY ITEMS AND REFUND**

PLEASE NOTE THAT THIS SECTION DOES NOT APPLY TO PERISHABLE GOODS SUCH AS FOOD.

All Spice Larder Vendors offer a 30 day no quibbles refund. To claim the refund please return the Product to the Vendor within 30 days of purchase and they will exchange or refund it. After 30 days, they will be obliged to replace the product in accordance with the terms of the Consumer Rights Act 2015. For items capable of repair they may repair them. For online purchases, the Vendor should refund the standard delivery charge if the full order is returned within 30 days. Where a product is faulty or misdescribed you may have the right to request repair, replacement or a refund. These rights exist for a period of 2 years. For further information about your statutory rights as a consumer, we recommend that you contact your local consumer authority.

### 7. **LIABILITY**

Except as expressly stated otherwise in the Terms and Conditions, to the fullest extent permissible under applicable law, we and your Vendor disclaim any and all warranties of any kind, whether express or implied, in relation to the products. **This does not affect your statutory rights as a consumer.** We and our Vendors will not be liable, in contract, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise in connection with the use of the Website or with the delay or inability to use the Website or for any information, products, and services obtained through the Website including any order, attempted order, delivery, product or otherwise for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings) or any loss of goodwill or reputation, special or

indirect losses or punitive damages suffered or incurred by you. Nothing in the Terms of Sale shall exclude or limit liability for death or personal injury resulting from negligence.



## 8. **ALLERGENS**

The advertisements placed on our Website and packaging of the products, contain details of allergens which might be contained within the products. Please note that you are responsible for checking the packaging and the Website in order to ensure that you are not allergic to the given product or its ingredients. Products available on the Website are advertised by the Vendors who are responsible for marking them correctly. In cases where the Vendor recalls their product for any reason, we will not accept any liability for loss, damage or injury caused by an ingredient recall or incorrect labelling.

## 9. **ACCESS TO THE TERMS OF SALE**

These Terms of Sale are made available to you on this Website. They are also available in a downloadable version, allowing you to store and reproduce them.

## 10. **GOVERNING LAW AND JURISDICTION**

This agreement is governed by the laws of England and Wales. In order to learn more about the consumer protection offered in the United Kingdom, please contact your local consumer authority. Any dispute or claim arising out of or in connection with the purchases made on the Website, will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 11. **ALCOHOL**

Buyers of alcohol on this site must be of legal age for purchasing and consuming alcoholic beverages sold by vendors in accordance with regulations of the United Kingdom.

Vendors will not sell or deliver alcohol to anyone who is, or appears to be, under the age of 18. In purchasing such items you agree that you are aged 18 years or older. Vendors agree to operating a "challenge 25" policy and may request age identification from you before proceeding with the sale. If they believe that you are under 18 years old, and you cannot prove otherwise, they reserve the right not to deliver the item to you.

For information relating to responsible alcohol consumption please visit [www.drinkaware.co.uk](http://www.drinkaware.co.uk).