

## Terms and conditions

These terms and conditions are the contract between you and oatandwheat.com (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

They protect your rights as well as ours.

oatandwheat.com is owned by Confectionery Enterprises, confectionery artisans registered in Shrewsbury, Shropshire UK.

Legal Address:

**CONFECTIONERY ENTERPRISES**

9 St Marys Ct.

Shrewsbury, SY1 1EG

Please note: The above address does not service parcels of any size, unsolicited snail mail and cold calling.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

### The terms and conditions:

#### 1. Definitions

In this agreement:

“Content”	means any content in any form published on Our Website by us or any third party with our consent.
“Goods”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

## 2. Interpretation

In this agreement, unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;

- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated £50 per hour.
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Our contract with you**

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or another term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. Because we rely on our raw ingredients suppliers, we / We do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

- 3.5. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

#### **4. Acceptance of your order**

- 4.1. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.
- 4.2. Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.
- 4.3. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.

#### **5. Price and payment**

- 5.1. The price payable for the Goods that you order is clearly set out on Our Website.
- 5.2. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 5.3. *International orders outside the UK must be confirmed first to ensure that your shipping charges are correct and there are no customs restrictions in your country. Should you order without contacting us first, your order will be cancelled and you will incur the current PayPal merchant fee.*

- 5.4. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 5.5. If by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.6. The price of the Goods might not include the delivery charge which will be charged at the rates applicable on the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.7. If we owe you money (for this or any other reason), we will credit your Paypal account/credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

## **6. Security of your credit card**

- 6.1. Card payments are not processed through pages controlled by us. We use PayPal online payment service providers who will encrypt your card or bank account details in a secure environment.

## **7. Cancellation and refunds**

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 7.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 7.2. The following rules apply to the cancellation of your order:
- 7.3. The option to cancel your order is not available:

7.3.1. *Under UK legislation our 'goods' Signature Savoury Sablé Biscuits fall under a **contract with no right to cancel**: "The supply of bespoke goods that are made to the customer's specification or are personalised." You are not able to cancel once the payment goes through and your order is confirmed.*

7.3.2. *If you have ordered Goods, but have not received them, you may cancel your order without giving a reason, at any time after 30 days of your order. You will have no obligation and we will return your money.*

7.4. If applicable, we will return your money within 14 days.

7.5. Should extraordinary circumstances arise. The customer is always responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.

## **8. Delivery**

8.1. Goods are delivered within 30 days from the day you place an order to purchase the Goods.

8.2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.

8.3. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery, but only if you agree to a longer delivery period.

8.4. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.

8.5. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition of the packaging. If your Goods

have been visibly damaged in transit, you must refuse the delivery and immediately contact us so that we may investigate.

- 8.6. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 8.7. We do not dispatch on a specified date and only between Monday to Friday.
- 8.8. If we agree with you to deliver within an estimated time frame, we will do our best to comply. But no time frame given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 8.9. The time frame for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

## **9. Foreign taxes and duties**

- 9.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 9.2. You are responsible for purchasing Goods that you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **10. Disclaimers**

Applicable to UK and EU consumers:

- 10.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 10.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this subparagraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

- 10.3. We make no representation or warranty for:
- 10.3.1.any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
  - 10.3.2.the adequacy or appropriateness of the Goods for your purpose.
- 10.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 10.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 14 days period for the Goods concerned.
- 10.6. We shall not be liable to you for any loss or expense which is:
- 10.6.1.indirect or consequential loss; or
  - 10.6.2.economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 10.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
- 10.8. If you become aware of any breach of any term of this agreement by any person, please tell us via email. We welcome your input but do not guarantee to agree with your judgement.



## Disclaimers

Applicable to the rest of the world:

10.9. The law differs from one country to another. This paragraph applies so far as the applicable law allows.

10.10. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this subparagraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

10.11. We make no representation or warranty for:

10.11.1. the quality of the Goods;

10.11.2. any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

10.11.3. the correspondence of the Goods with any description;

10.11.4. the adequacy or appropriateness of the Goods for your purpose.

10.12. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

10.13. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.

10.14. We make no representation or warranty and accept no responsibility in law for:

- 10.14.1. accuracy of any Content or the impression or effect it gives;
  - 10.14.2. delivery of Content, material or any message;
  - 10.14.3. privacy of any transmission;
  - 10.14.4. any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
  - 10.14.5. any aspect or characteristic of any goods or services advertised on Our Website;
- 10.15. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 10.16. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 months period for the Goods concerned.
- 10.17. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017.
- 10.18. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 10.19. Nothing in this agreement excludes liability for a party's fraud.

## 11. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 11.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 11.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 11.3. download any part of Our Website, without our express written consent;
- 11.4. collect or use any product listings, descriptions, or prices;
- 11.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 11.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 11.7. share with a third party any login credentials to Our Website.
- 11.8. Despite the above terms, we now grant a licence to you to:
  - 11.8.1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 11.8.2. you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## **12. Indemnity**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 12.1. your failure to comply with the law of any country;
- 12.2. your breach of this agreement;
- 12.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 12.4. a contractual claim arising from your use of the Goods;
- 12.5. a breach of the intellectual property rights of any person.

## **13. Intellectual Property**

- 13.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 13.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 13.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 13.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **14. Dispute resolution**

The following terms apply in the event of a dispute between the parties:

- 14.1. If you are not happy with our services or have any complaints then you must tell us by email message to

**hello@oatandwheat.com**

- 14.2. If a dispute is not settled directly, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

## **15. Miscellaneous matters**

- 15.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 15.2. Where we provide goods without a specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 15.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 15.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

- 15.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 15.6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 5 working days of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 15.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
- 15.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control, including any labour dispute between a party and its employees.
- 15.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 15.10. The validity, construction and performance of this agreement shall be governed by the laws of England and you agree that any dispute arising from it shall be litigated only in that country.

# Notice of right of cancellation:

## Right to Cancel and Model Cancellation Form

### Information about your statutory right to cancel

#### Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract after 30 days without giving any reason.

*Under UK legislation our 'goods' Signature Savoury Sablé Biscuits fall under a **contract with no right to cancel**: "The supply of bespoke goods that are made to the customer's specification or are personalised." You are not able to cancel once the payment goes through and your order is confirmed.*

How to cancel after 30 days:

Write to us via email to cancel your order in the unlikely event that you have not received it after 30 days. We will process a full refund without undue delay from the day after you inform us of your decision.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us via e-mail.

You may use the attached model cancellation form below, but you can use your own words as long as your intention is clear.

Model cancellation form

Subject: **Cancellation after 30 days of ordering**

To Confectionery Enterprises

**hello@oatandwheat.com**

I/We hereby give notice that I/we cancel my/our contract of sale of the following products [enter details of goods and any reference].

Ordered on [date],

Name: [enter name or names in which the order was made],

Address: [enter your address],

Date: [date]

[Net Lawman](#)