

Terms and Conditions of Supply of www.cocoamalone.co.uk

1. INTRODUCTION

www.cocoamalone.co.uk ("site") is owned and operated by Caroline Malone business address at 3 Belvedere Road, Broadstairs, Kent CT101PF

Please read these terms and conditions carefully before placing an order. By purchasing products on this site, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions please do not purchase products on this site.

2. CHANGES TO TERMS

We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting.

Please check these terms and conditions periodically for changes.

Your continued use of this site and purchase of products on this site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase.

If the revised terms apply to your order, we will notify you of the changes. If you intend to cancel the Contract with us upon such changes, you may cancel either in respect of all the affected Products or just the Products you are yet to receive. If you opt to cancel, you shall return (at our cost) relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

3. PRIVACY POLICY AND ACCEPTABLE USE POLICY

Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy

<https://www.cocoamalone.co.uk/t-c-s>

4. PRODUCTS

We have made every effort to display the images of the Products accurately on our Site, but they are for illustrative purposes only. All sizes, weights, capacities, colours, dimensions and measurements

indicated on our Site have a [2%] tolerance. Products delivered and packaging may vary slightly from those images.

5. AGE RESTRICTION

You shall not purchase any Products from our Site if you are below the age of 18 years old.

6. ACCEPTANCE OF ORDER

- 6.1. These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the Order issued to you by email (**Dispatch Confirmation**) or Message. We are not bound by the Order unless we accept it in writing.
- 6.2. If there is any conflict between these Terms and any term of the Order, the Order will take priority.
- 6.3. At the time of acceptance of an Order an order number is assigned to you. You should quote the order number in all your subsequent correspondence relating to the Order.
- 6.4. If you have already paid for the Products and we are unable to supply you with a Product because the Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, we will notify you and will refund you the full amount (including any delivery costs charged) as soon as possible.

7. ENTIRE AGREEMENT

These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

8. REPRESENTATIONS

- 8.1. You acknowledge and agree that by entering into this Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy.
- 8.2. You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.
- 8.3. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which

might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

9. RIGHT TO CANCEL

- 9.1. Your legal right to cancel a Contract starts from the date on which you receive the Dispatch Confirmation. Your right to cancel the Contract depends on what you have ordered and how it is delivered, as set out in clause 9.2 below.
- 9.2. You have a legal right as a consumer to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	14 days after the day on which you received the Product. Example: if we provide you with a Dispatch Confirmation on 1 April and you received the Product on 10 April you may cancel at any time between 1 April and the end of the day on 24 April.
Your Contract is for either of the following: <ul style="list-style-type: none"> • one Product which is delivered in instalments on separate days. • multiple Products which are delivered on separate days. 	14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 April and you receive the first instalment of your Product or the first of your separate Products on 10 April and the last instalment or last separate Product on 15 April you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 April and the end of the day on 29 April.
Your Contract is for the regular delivery of a Product over a set period.	14 days after the day on which you receive the first delivery of the Products. Example: if we provide you with a Dispatch Confirmation on 1 April in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 April, you may cancel at any time between 1 April and the end of the day on 24 April. 24 April is the last day of the cancellation period in respect of all Products to arrive during the year.

9.3. If during the relevant period you intend to cancel the Contract with us, you can notify us of your decision and receive a refund. You can obtain advice on your legal right to cancel the Contract from your local Citizens' Advice Bureau or Trading Standards office.

9.4. However, you cannot cancel Contract in below cases:

- a) Fresh handmade chocolates to order.
- b) once the Products are unsealed.
- c) if Products are mixed inseparably with other items after their delivery.

10. RETURN AND REFUND

- a) To cancel a Contract in accordance with clause 9 above, you should fill in the cancellation form <https://www.cocoamalone.co.uk/contact9> available on our Site. The Dispatch Confirmation will also have a link to the cancellation form. On receipt of your cancellation form we will e-mail you confirmation of receipt.
- b) You can also e-mail us at cocoamalone@hotmail.com or contact our Customer Services team at **07482721191** or by post to **3 Belvedere Road, Broadstairs, Kent CT10 1PF**. If you are emailing us or writing to us please include details of your order.
- c) If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.
- d) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at **07482721191** or by e-mailing us at cocoamalone@hotmail.com
- e) We will contact you or give you notice by e-mail or by pre-paid post to the address you provided us with your order.

10.2. If you cancel your Contract we will:

- a) refund you the price you paid for the Products after deducting any reduction in the value of the Products that has been caused by your handling them in an unacceptable manner. [See our Returns page <https://www.cocoamalone.co.uk/contact9> or information about acceptable handling and examples.]
- b) refund you any delivery costs you have paid calculating them on the basis of the least expensive delivery method that is generally acceptable. 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 what you would have paid for the cheaper delivery option.

c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you: 14 days after 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 10.5;

(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you notify us that you intend to cancel the Contract.

10.3. If you have returned the Products because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

10.4. Refunds will be made to you on the credit card or debit card used by you to pay.

10.5. If a Product has been delivered to you prior to your decision to cancel your Contract:

a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please see our Returns page <https://www.cocoamalone.co.uk/contact9> for our returns address[, authorised carrier and how to arrange a return]. If we have offered to collect the Products from you, we will collect the Products from the address to which they were delivered;

b) you will be responsible for the cost of returning the Products to us except where the Product is faulty or not as described. If the Product cannot be returned by post, then the costs of delivering it by carrier should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, you will be charged with the direct cost to us of collection. We charge **£20** for collection of **chocolates, chocolate figures, any other chocolate products.**

10.6. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 10 or anything else in these Terms. You can seek advice on your legal rights from your local Citizens' Advice Bureau or Trading Standards office.

11. DELIVERY

11.1. We will let you know the estimated delivery date which will be within 3-5 business days after the date of the Dispatch Confirmation. Our delivery date may occasionally be affected by Circumstances Beyond Our Control in which case please see clause 20 below.

11.2. If no one is available at your address to take delivery, we will leave you a note to rearrange delivery.

11.3. Delivery of an Order shall be deemed to be completed when:

- (i) we deliver the Products to the address given by you;
- (ii) we deliver the Products directly to you; or
- (iii) a carrier organised by you to collect Products from us collects the Products from us

and you will be responsible for the Products from that time.

11.4. Upon receipt of full payment (including all applicable delivery charges) you will be the owner of the Products.

11.5. If we fail to deliver Products within 7 business days, then you may cancel your Order straight away if any of the following applies to you:

- a) we have refused to deliver the Products;
- b) delivery within the delivery deadline was essential considering relevant circumstances; or
- c) you informed us prior to acceptance of your order that delivery within the delivery deadline was essential.

11.6. If you do not wish to cancel your order straight away, or do not have the right to do so under clause 11.5, you can specify a new reasonable delivery deadline, and you can cancel your Order if we do not meet the new deadline.

11.7. You can cancel your Order under clause 11.5 or clause 11.6, only for some of the Products **chocolates, chocolate figures**, or all of them, unless splitting them up would significantly reduce their value.

12. NO INTERNATIONAL DELIVERY

12.1. Unfortunately, we do not delivery to addresses outside the UK.

12.2. You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.]

13. PRICE AND DELIVERY CHARGES

- 13.1. Prices of the Products are specified on our site and confirmed on the checkout page. We may change our prices any time, but that will not affect the prices for confirmed orders.
- 13.2. Our prices are inclusive of VAT. However, if there is a change in the rate of VAT between the date of the Order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.
- 13.3. Delivery cost is not included in the price specified for a Product. It will be added to the due amount.
- 13.4. Despite our best efforts, there may be incorrect prices on some of the Products. If the Products' correct price is less than a price shown on our site, the lower amount will be charged. If the Products' correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakable and mispricing could have been recognised reasonably by you, we will not be liable to provide the Products to you at the lower price that was incorrect.

14. PAYMENT

Payment for Products is to be made in advance by credit or debit card. Your credit or debit card will not be charged until the Products are dispatched to you. We accept credit and debit card payment through Stripe or Paypal.

15. LIMITATION OF LIABILITY

- 15.1. We are responsible for loss or damage you suffer that is consequence of our negligence or our breach of the Terms, but we are not responsible for any loss or damage that is not a consequence of our negligence or our breach of the Terms.
- 15.2. Products supplied by us are for non-commercial purposes only. You shall not use the Products for any business or re-sale, commercial purpose. We are not liable to you for any loss of business, loss of profit, loss of business opportunity, or business interruption.
- 15.3. Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (c) defective products under the Consumer Protection Act 1987;
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession).

19. CIRCUMSTANCES BEYOND OUR CONTROL

- 19.1. If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.
- 19.2. Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, pandemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.
- 19.3. If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:
- 19.4. you will be notified as soon as reasonably possible; and
- 19.5. the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control. If the delivery date is affected by the Circumstances Beyond Our Control, we will reschedule the delivery date with you after the Circumstances Beyond Our Control are over.
- 19.6. If Circumstances Beyond Our Control occur and you do not wish us to provide the Products, you may cancel the contract in accordance with clause 10. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 4 weeks in accordance with our cancellation rights in clause 10.

20. NOTICE

- 20.1. Any notice to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to **Cocoa Malone at 3 Belvedere Road, Broadstairs, Kent, CT10 1PF.**
- 20.2. Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the Order.

21. MISCELLANEOUS

- 21.1. We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.
- 21.2. You cannot transfer your rights and obligations under these Terms to any another person without our written approval.
- 21.3. This contract is only between you and us. No other third person shall have any rights to enforce any terms.
- 21.4. Each paragraph of these Terms are separate and distinct form other. If any court or relevant authority determines any of paragraphs of these Terms is unlawful, then such determination will not affect other paragraphs and all other remaining paragraphs will remain in effect and full force.
- 21.5. Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.
- 21.6. English law governs these Terms and contract between you and us. English courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us. However, you may bring proceedings in Northern Ireland if you are a resident of Northern Ireland, and you may bring proceedings in Scotland if you are a resident of Scotland.

22. CONTACT US

- 22.1. For any questions or queries you can contact us at **07482721191** or e-mail us at cocoamalone@hotmail.com