

TERMS & CONDITIONS OF SALE

1. About us

1.1 Company details. EPICURIUM LTD (company number 05587007) (“we”, “our” and “us”), is a company registered in England and Wales and our registered office is at Unit 3 Taylors Building, Hownsgill Drive, Consett, County Durham, DH8 9HU. Our VAT number is GB870981588. We operate the website www.epicurium.co.uk.
1.2 Contacting us. To contact us, telephone our customer service team at 01207 438385 or email sales@epicurium.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 14.2.

2. Our contract with you

2.1 These terms and conditions (“Terms”) apply to the order by you and supply of goods by us to you (“Contract”). No other terms are implied by trade, custom, practice or course of dealing, unless we have agreed otherwise with you in a written contract which has been signed by a director of Epicurium Ltd on our behalf.
2.2 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. Placing an order and its acceptance

3.1 Placing your order. You place your order online, through our website, by telephone, fax or email. Each order is an offer by you to buy the goods specified in the order (“Goods”) subject to these Terms and no other terms supplied by you shall apply. Please note that we do not supply to consumers and we will not accept orders from consumers.
3.2 Ordering online. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it.
3.3 Ensuring your order is completed and accurate. You are responsible for ensuring that your order is complete and that all details you provide are correct, including that your delivery details are correct and sufficiently clear to enable our appointed carriers to correctly identify the delivery premises.
3.4 Acknowledging receipt of your order. After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.5.
3.5 Accepting your order. Our acceptance of your order takes place when we dispatch the Goods to the carrier for transporting to you and this is when the Contract between you and us will be formed. You should receive an email from the carrier to the email address which you have provided with your order on the day following the dispatch of the Goods to you.
3.6 If we cannot accept your order. If we are unable to supply you with any of the Goods which you have ordered for any reason, we may send part of the order that we are able to fulfil and refund you for the Goods that we are not able to fulfil or at our discretion we may cancel the whole order and refund you for the costs of the Goods and any delivery charges as soon as possible. Where we are unable to fulfil your order in full, we will endeavour to inform you by email.

4. Cancelling your order

4.1 You can cancel your order if you notify us in writing in prior to its dispatch.

5. Our goods

5.1 The images of the Goods on our website are for illustrative purposes only. From time to time the branding of the Goods is changed and there may be a delay in updating the website to display the new branding and we accept no liability in relation to this.
5.2 The ingredients, nutritional qualities, allergens and other specifications of the Goods are as advised to us by the manufacturer and are not guaranteed by us.
5.3 From time to time the manufacturer may change the weight of the Goods and there may be a delay in updating the website to display the new weights.
5.4 We aim to provide Goods which have a reasonable shelf life so that Goods can be resold within a reasonable time. We shall not be liable for Goods whose shelf life expires before they are sold on as a result of Goods not being sold within a reasonable time having regard to the nature of the Goods and their reasonable shelf life.

6. Return and refund

6.1 Subject to clause 6.2, no returns for the Goods will be accepted by us.
6.2 If you would like to receive a refund in respect of faulty, damaged or wrongly supplied Goods you must:
6.2.1 provide us with written notification promptly and in any event within 48 hours of your receipt of the Goods;
6.2.2 provide such evidence as we request to demonstrate that the Goods are faulty, damaged or wrongly supplied; and
6.2.3 follow our instructions in relation to making the Goods available for collection or disposing of the Goods.
6.3 Subject to clause 6.2, if we have accepted that the Goods are faulty damaged or have been wrongly supplied, we will refund the price of the Goods by crediting your trade account or refunding your credit card or debit card if that was the method of payment.

7. Delivery, transfer of risk and title

7.1 We aim to dispatch your order within 48 hours of you placing your order with us. Any dates given are approximate and late delivery will not be an acceptable reason for refusing the Goods. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 13 (Events outside our control) for our responsibilities when this happens.
7.2 Delivery is complete once the Goods have been delivered to the address set out in your order by our third party carrier and the Goods will be at your risk from that time.
7.3 Title to the Goods shall not pass to you until:
7.3.1 we receive payment in full in cash or cleared funds) for the Goods; or
7.3.2 you resell those Goods, in which case title to those Goods shall pass to you at the time specified in clause 7.5.
7.4 Until title to the Goods has passed to you, you shall:
7.4.1 store those Goods separately from all other goods held by you so that they remain readily identifiable as our property;
7.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to those Goods;
7.4.3 maintain those Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks with an insurer that is reasonably acceptable to us; and
7.4.4 on request by us, allow us to inspect the Goods.
7.5 Subject to clause 7.6, you may resell or use or consume the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before we receive payment for the Goods:
7.5.1 you do so as principal and not as our agent; and
7.5.2 title to those Goods shall pass from us to you immediately before the time at which resale by you occurs.
7.6 If before title to Goods passes to you, you become subject to any of the events listed in clauses 12.1.3 to 12.1.5 inclusive, then, without limiting any other right or remedy we may have:
7.6.1 your right to resell Goods or use or consume them in the ordinary course of its business ceases immediately; and
7.6.2 we may at any time:
7.6.2.1 require you to deliver up all Goods in your possession that have not been resold, used or consumed; and
7.6.2.2 if you fail to comply with clause 7.6.2.1 promptly, enter any premises of yours or any third party where the relevant Goods are stored to recover them.

7.7 If we fail to deliver the Goods within a reasonable time, we will credit your trade account or refund your credit or debit card as applicable. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
7.8 If you fail to take delivery within 10 days after the first date that our carrier attempted to deliver the Goods, we may resell part of, or all the Goods and charge you in respect of any costs incurred by us in relation to our attempted delivery of the Goods to the extent they exceed the price we receive from any resale of the Goods.
7.9 Unless otherwise agreed with us, delivery is only available within mainland United Kingdom. If we agree to deliver outside of the United Kingdom, we will advise you of the applicable delivery charges.

7.10 If we agree to deliver to a country outside of mainland United Kingdom, you:
7.10.1 will make us aware of any details we require in order for the Goods to be imported to you; and
7.10.2 will be responsible for payment of any import duties and taxes.
7.11 You must comply with all applicable laws and regulations of the country for which the Goods are destined and you must hold any relevant registrations or licences required for the Goods to be imported into the territory (including, without limitation, all labelling requirements). We will not be liable or responsible if you sell the Goods or allow the Goods to be consumed in breach of any law or regulation of the country in which the Goods are destined to be resold or consumed and you shall indemnify us against all liabilities, costs and expenses, damages and losses (including direct, indirect and consequential loss, loss of profit and all interest, penalties and legal costs (calculated on a full indemnity basis and all other professional costs and expenses) that we suffer or incur in connection with you selling the Goods or allowing the Goods to be consumed in breach of any law or regulation of the country in which the Goods are destined to be resold or consumed.

8. Price of goods and delivery charges

8.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.
8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect. If required, you will provide us with information as requested by us to enable us to determine the correct VAT treatment of the supply. We may charge VAT if you fail to provide such information.
8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. For more information, please refer to our Shipping & Returns page: https://www.epicurium.co.uk/index.php?main_page=shippinginfo
8.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

9. How to pay

9.1 Payment for the Goods and all applicable delivery charges must be made in pounds sterling, unless we agree otherwise with you prior to you placing your order. We may at our discretion and subject to satisfactory checks allow you to open up a trade account with us. Note that we only offer trade accounts to limited companies.
9.2 For all non-account customers, cleared payment is due prior to dispatch.
9.3 All invoices are to be paid within 30 days from the date of invoice. You shall pay interest on the overdue amount at the rate of 4% per annum above Santander UK plc’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount and shall also pay all costs and expenses including without limitation legal costs and expenses incurred by us in recovering the overdue amount and interest from you.
10. Our warranty for the goods
10.1 We do not warrant that the Goods comply with any laws, regulations or standards outside the UK.
10.2 We provide a warranty that on delivery, the Goods shall:
10.2.1 subject to clause 5, conform in all material respects with their description;
10.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
10.2.3 comply with all applicable statutory and regulatory requirements in the United Kingdom.
10.3 Subject to clause 10.4, if:
10.3.1 you give us notice in writing within 48 hours of receipt of the Goods that some or all of the Goods do not comply with the warranty set out in clause 10.2;
10.3.2 we are given a reasonable opportunity of examining the Goods; and
10.3.3 we ask you to do so, you return the Goods to us at our cost,
we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.
10.4 We will not be liable for breach of the warranty set out in clause 10.2 if:
10.4.1 you make any further use of the Goods or sell the Goods after giving notice to us under clause 10.3;
10.4.2 you alter the Goods without our written consent;
10.4.3 the defect arises as a result of wilful damage, negligence, or abnormal storage conditions; or
10.4.4 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
10.5 We will only be liable to you for the Goods’ failure to comply with the warranty set out in clause 10.2 to the extent set out in this clause 10.
10.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
10.7 These Terms also apply to any replacement Goods supplied by us to you.

11. Our liability; your attention is particularly drawn to this clause

11.1 Nothing in these Terms limits or excludes our liability for:
11.1.1 death or personal injury caused by our negligence;
11.1.2 fraud or fraudulent misrepresentation;
11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
11.1.4 any other liability that cannot be limited or excluded by law.
11.2 Subject to clause 11.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
11.2.1 any loss of profits, sales, business, or revenue;
11.2.2 loss of business opportunity;
11.2.3 loss of anticipated savings;
11.2.4 loss of goodwill; or
11.2.5 any indirect or consequential loss.
11.3 Subject to clauses 11.1 and 11.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price paid for the Goods.
11.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. 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 Goods are suitable for your purposes.

12. Termination

12.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, only deal with you if you make payment for Goods in advance, or terminate the Contract with immediate effect by giving written notice to you if:
12.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) you fail to remedy that breach within 14 days of you being notified in writing to do so;
12.1.2 you fail to pay any amount due under the Contract on the due date for payment;
12.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
12.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
12.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
12.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (“Event Outside Our Control”).
13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
13.2.1 we will contact you as soon as reasonably possible to notify you; and
13.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
13.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 10 days. To cancel please contact us. If you opt to cancel, we can require you to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

14. Communications between us

14.1 When we refer to “in writing” in these Terms, this includes email.
14.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
14.3 A notice is deemed to have been received:
14.3.1 if delivered personally, on signature of a delivery receipt;
14.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
14.3.3 if sent by email, at 9.00 am the next working day after transmission.
14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
14.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15. Data Protection

15.1 You will need to register with us to order any Goods. You will also need to enter certain details during the “checkout” process. You are responsible for ensuring that all of the information you provide to us is true and accurate.
15.2 It is important to us that you know what personal details we collect from you and how we use it. You can see full details in our Privacy Notice – https://www.epicurium.co.uk/index.php?main_page=privacy

16. General

16.1 Assignment and transfer.
16.1.1 We may assign or transfer our rights and obligations under the Contract to another entity.
16.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if you agree in writing.
16.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
16.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
16.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
16.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.
16.6 Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees for its sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this paragraph shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

