

MR FOX



FINE FOODS

Terms & Conditions

1. THESE TERMS

- 1.1. What these terms cover. These are the terms and conditions on which we supply goods to you through our website.
- 1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you have any questions or queries relating to them, please do not hesitate to contact us by email clare@mrfoxfinefoods.co.uk

2. HOW TO CONTACT US

- 2.1. How to contact us. You can contact us by telephoning 07889 788629 or by writing to us at clare@mrfoxfinefoods.co.uk
- 2.2. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the goods. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
- 3.3. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. We only sell to the UK. Our website is solely for the promotion of our goods in the UK. Unfortunately, we do not sell to addresses outside the UK.

4. OUR GOODS

- 4.1. Goods may vary slightly from their pictures. The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours

accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods and food itself varies in colour, size and quality. Your goods may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our goods are mainly food products and some are made by hand, all sizes, weights and colours indicated on our website are approximations only unless we state otherwise.

- 4.2. Product packaging may vary. The packaging of our goods may vary from that shown on images on our website.
- 4.3. We provide general information only. Whilst we may provide general advice, recipes and instructions relating to our goods, any advice, recipes and instructions provided by us relating to our goods have been produced in order to help you in using the goods and to give guidance. These are provided for general information only. We accept no liability for any loss, damage or injury arising as a result of the advice, recipes or instructions provided to you on our website or in conjunction with any of our goods.
- 4.4. Inspecting our goods. You are responsible for opening and inspecting the goods upon delivery and then storing them correctly (for example, in the fridge). We accept no liability for any loss, damage or injury arising as a result of your incorrect storage, preparation or cooking of our goods. You are required to contact us within 14 days of receiving the goods to make us aware of any problems with the items delivered.
- 4.5. We like to tell you which suppliers we are using as we think they are some of the best. However, we reserve the right to change suppliers at any time and without telling you, particularly if there are supply and delivery issues or shortages.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1. If you wish to make a change to the goods you have ordered please contact us as soon as possible. We require you to tell us about any amendments to your order 4 working days before the delivery of your items.
- 5.2. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. Minor changes to the goods. We may change the goods to reflect changes in relevant laws and regulatory requirements and/or to implement technical adjustments and improvements. These changes will not affect your use of the goods.
- 6.2. More significant changes to the goods and these terms. In addition, we may make more significant changes to these terms or to the goods, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. PROVIDING THE GOODS

- 7.1. Delivery costs. The costs of delivery will be as displayed to you on our website.
- 7.2. When we will provide the goods. You will be able to choose the available delivery date and details when you order goods, and we will confirm if this is possible in an order confirmation email to you. We will try to deliver on your selected date/time but such delivery dates/times are estimates only.

- 7.3. We are not responsible for delays outside our control. If our supply of the goods is delayed by an event outside our control (this can include weather, vehicle breakdowns, traffic jams and other such events) then we will contact you as soon as practically possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by events outside of our control, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 7.4. If you are not at home when the goods are delivered. If no one is available at your address to take delivery we may follow the instructions you have given us of where to leave the goods in the circumstances. If we leave the goods on your doorstep or with a neighbour, and they are stolen or damaged, we do not accept any liability.

If you have contacted the courier directly and made a 'redelivery request' so that the courier delays the delivery of your goods, we are no longer liable for any changes to the condition of the goods, or any delay to the delivery. We accept no liability for the goods if a 'redelivery request' is made with the courier directly.

- 7.5. If you do not re-arrange delivery. If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and condition 10.2 will apply.
- 7.6. When you become responsible for and own the goods. You own goods once we have received payment in full. The goods will be your responsibility from the time we deliver the goods to the address you gave us in your initial order.
- 7.7. What will happen if you do not give the required information to us. We may need certain information from you so that we can supply the goods to you, for example, the quantity of food and the delivery address. If so, this will have been stated in the description of the goods on our website. We will contact you to ask for this information if not provided. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and condition 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.8. Reasons we may delay the supply of goods to you. We may have to delay the supply of goods to deal with technical problems or make minor technical changes, update the goods or packaging to reflect changes in relevant laws and regulatory requirements and/or make changes to the goods as requested by you or notified by us to you (see clause 6).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1. Your rights to end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it and when you decide to end the contract:
 - 8.1.1. If what you have bought is damaged or misdescribed you may have a legal right to end the contract (or to get the goods replaced or to get some or all of your money back), see condition 11.

- 8.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see condition 8.2;
- 8.1.3. If you have just changed your mind about the goods, see condition 8.3. You may be able to get a refund if you are within the cooling-off period for non-perishable goods, but this may be subject to certain conditions and deductions and you will have to pay the costs of return of any goods.
- 8.1.4. In all other cases (if we are not at fault and there is no right to change your mind), see condition 8.6.
- 8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:
 - 8.2.1. we have told you about an upcoming change to the goods or these terms which you do not agree to (see condition 6.2);
 - 8.2.2. we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
 - 8.2.3. there is a risk that supply of the goods may be significantly delayed because of events outside our control;
 - 8.2.4. we have delayed the supply of the goods for technical reasons, or notify you we are going to delay the supply of them for technical reasons, in each case for a period of more than 48 hours or
 - 8.2.5. you have a legal right to end the contract because of something we have done wrong.
- 8.3. A right to change your mind if the goods are not fresh and perishable. As many of our goods contain fresh and perishable food, you may not be entitled to the "normal" right to change your mind within 14 days after the day you receive them (such right as set out in the Consumer Contracts Regulations 2013). One of the reasons for this is because the food is likely to have a best before date within only a few days of delivery of the goods. If you have purchased goods that are not fresh and perishable foods (for example, a recipe book), then you will be entitled to change your mind within 14 days, return the item to us (which you must organise) and receive a refund. These rights are explained in more detail in these terms.
- 8.4. Our guarantee. Please note that we offer a guarantee for all of our goods as we stand behind every step of our production process. This guarantee does not affect your legal rights as set out in these terms (see condition 11.2).
- 8.5. How long do I have to change my mind if my goods are not fresh and perishable (for example, a recipe book)? You have 14 days after the day you (or someone you nominate) receives the goods unless your goods are split into several deliveries over different days. In this case, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- 8.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see condition 8.1), you can still end the contract before it is completed, but you may have to pay us compensation.

A contract for goods is completed when the goods are delivered and paid for. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable compensation for the net costs we will incur as a

result of your ending the contract which may be up to 100% of the price.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND FOR NON-PERISHABLE GOODS)

- 9.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
 - 9.1.1. Phone or email. Call us on 07889 788629 or email us at clare@mrfoxfinefoods.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2. Returning goods after ending the contract. If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. If you are exercising your right to change your mind about non-perishable goods you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3. When we will pay the costs of return. We will pay the costs of return:
 - 9.3.1. if the goods are damaged or misdescribed;
 - 9.3.2. if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; orIn all other circumstance, you must pay the costs of return.
- 9.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery as set out on our website.
- 9.5. How we will refund you. We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6. Deductions from refunds. If you are exercising your right to change your mind for non-perishable goods:
 - 9.6.1. we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
 - 9.6.2. the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- 9.7. When your refund will be made. We will make any refunds due to you as soon as practically possible. If you are exercising your right to change your mind for non-perishable goods then if we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see condition 9.2.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1. We may end the contract if you break it. We may end the contract for goods at any time by writing to you if:

- 10.1.1. you do not make any payment to us when it is due;
- 10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, delivery address; and/or
- 10.1.3. you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.
- 10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in condition 10.1 we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract which may be up to 100% of the price.
- 10.3. We may withdraw the goods. We may at any time withdraw certain goods for sale, and we will use our best efforts to ensure our website it up-to-date.

11. IF THERE IS A PROBLEM WITH THE GOODS

- 11.1. How to tell us about problems. If you have any questions or complaints about the goods, please contact us. You can telephone us on 07889 788629 or write to us at clare@mrfoxfinefoods.co.uk
- 11.2. Summary of your legal rights. We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

As we supply goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods (see best before dates on our food/drink as this may impact on your rights) your legal rights entitle you to the following:

up to 30 days: if your item is damaged (rather than simply going out of date after delivery), then you can get a refund. up to six months for our non-perishable goods: if your damaged item can't be repaired or replaced, then you're entitled to a full refund, in most cases. up to six years for our non-perishable goods: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

- 11.3. Your obligation to return rejected goods. If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 07889 788629 or email us at clare@mrfoxfinefoods.co.uk for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 12.1. Where to find the price for our goods. The price of the goods (which includes VAT where appropriate) will be the price indicated on the order pages when you placed your order. All prices are shown in pounds sterling (£). We use our best efforts to

ensure that the price of the goods advised to you is correct. However please see condition 12.3 for what happens if we discover an error in the price of the goods you order.

- 12.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
- 12.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' correct price at your order date is higher than the price stated on our website, we will contact you for your instructions before we accept your order. If we 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 end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4. When you must pay and how you must pay. We accept payment with all major credit and debit cards, including American Express. Your payment will be taken as soon as the order has been placed.
- 12.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

13. PROMOTIONS AND DISCOUNTS

- 13.1. Promotional Codes From time to time, we may make promotional codes available ("Promotional Codes") that can be redeemed online during the check-out process by entering the code into the relevant box. We may make these codes available via the Website, by email, telephone, social media or through a third party.
- 13.2. The availability and use of Promotional Codes may also be subject to additional terms and conditions which we will make available to you at the time of the promotion.
- 13.3. Such terms may include restrictions such as minimum order amounts and may only apply in relation to specific Products or categories of Products.
- 13.4. Details of the validity period of a Promotional Code will be made available at the time of its issue.
- 13.5. Promotional Codes cannot be exchanged for cash. We do not permit the sale, trade or purchase of Promotional Codes in any way. This also applies to Promotional Codes published by third parties.
- 13.6. Promotional Codes cannot be used in conjunction with each other nor any other special offers or discounts.
- 13.7. Promotional Codes can only be used once per customer, unless specified otherwise at the time of promotion.
- 13.8. Mr Fox Fine Foods retains the right to remove a promotion at any time.
- 13.9. Discounted Prices - Discounted prices apply to products only (subject to availability). Eligible products will be indicated on the relevant pages of the website. We

reserve the right to end or alter this offer at any time and are able to remove specific products from the offer at any time.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2. We are not liable for business losses. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1. How we will use your personal information. We will use the personal information you provide to us:
- 15.1.1. to supply the goods to you;
 - 15.1.2. to process your payment for the goods; and
 - 15.1.3. if you agreed to this during the order process, to inform you about similar goods that we provide, but you may stop receiving these at any time by contacting us.
- 15.2. We will only give your personal information to third parties where the law either requires or allows us to do so.

16. OTHER IMPORTANT TERMS

- 16.1. We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if this affects the delivery address or method. However, you may transfer our guarantee at condition 8.4 to a person who has acquired the goods.
- 16.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in condition 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority

decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

16.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English court.