



# Terms and Conditions

## *Terms and Conditions of Sale*

### **1. The contract between us**

1.1 When you submit an order through our website, phone, email or any other way, it will constitute an offer to purchase the goods. We will send you an email acknowledging its receipt. Our subsequent dispatch of the goods will comprise the acceptance of your offer and will bring into existence a legally binding contract between us provided that you have specified a UK or European delivery address with your order.

1.2 Your contract will be with Mr Truffle Limited - Company N. 9516816 - Registered office in England and Wales - 38a, Camberwell Road, London, SE5 0EN.

1.3 NOTHING IN THESE TERMS AND CONDITIONS AFFECTS YOUR STATUTORY RIGHTS AS A CONSUMER.

## **2. Price**

2.1 The prices payable for goods that you order include taxes for delivery anywhere in the EU and USA. It might not be possible for us to deliver to some locations. Delivery charges are set out in our website.

## **3. Right for you to cancel your contract**

3.1 You acknowledge that we cannot accept cancellation of your contract to purchase perishable goods in this way because they are by their nature liable to deteriorate or expire rapidly.

3.2 The cancellation of the contract to purchase perishable goods is applicable only when the product does not reflect the agreed specifications, and not for external reasons or circumstance beyond our control.

## **4. Cancellation by us**

4.1 We reserve the right to cancel the contract between us if:

4.1.1 we have insufficient stock to deliver the goods you have ordered;

4.1.2 we do not deliver to your area; or

4.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

4.2 If we do cancel your contract we will notify you by e-mail or phone and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order if you do not wish to place an alternative order. We will not be obliged to offer any additional compensation for disappointment suffered.

## **5. Delivery of goods to you**

5.1 We will deliver the goods ordered by you to the UK, EU or USA address you give us for delivery at the time you make your order

5.2 If you have specified a delivery address with your order which is outside the UK or the EU you must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

5.3 Delivery will be made as soon as possible after your order is accepted and in any event within 72 hours of your order.

5.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or damage.

## **6. Complaints and liability**

6.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us as soon as possible at the contact details listed on our website.

6.2 If you do not receive goods ordered by you within 7 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our address of the problem within 30 days of the date on which you ordered the goods.

6.3 If you notify a complaint or problem to us, our obligation will be, at your option:

6.3.1 to make good any shortage or non-delivery;

6.3.2 to replace or repair any goods that are damaged or defective, unless that would be impossible or disproportionate; or

6.3.3 to reduce the purchase price by an appropriate amount; or

6.3.4 to refund to you the amount paid by you for the goods in question in whatever way we choose.

6.4 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the some or all amount paid by you for the goods in question under clause 6.2 above. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **7. Notices**

7.1 Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent by email.

7.2 All notices from us to you will be sent to you at the email address you provide in your order form.

## **8. Events beyond our control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **9. Copyright**

Text, images and other content within the pages of our website and Brand Names & Trademarks are the property of Truffles in London and may not be copied, printed, reproduced, republished, downloaded, broadcast or transmitted in any way except for your own personal non-commercial use. You are granted a limited licence to access and make personal use of our website, which does not include the right to collect or use product listings, descriptions, images, meta-tags or any other material for your use or the use of any other trader.

## **10. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **11. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy

## **12. Third party rights**

Except for our affiliates, partners, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **13. Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

#### **14. Entire agreement**

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us.

Signed.

Francesco Di Maddaloni

Director