



By using this site, fruitanicals.com you are agreeing to follow and abide by our terms and conditions. Fruitanicals Limited is the company name.

Please note, we reserve the right to revise the Terms and Conditions at any time without notice to you.

1. Availability - All orders are subject to availability and acceptance by Fruitanicals Limited. If the items you have ordered are unavailable we will contact you by your chosen preferred method (phone or email). You will be able to choose a replacement for the order or receive a refund for the part of the order which was unavailable.

2. Prices - All prices are listed on the website. We reserve the right to revise the price of goods without notice at any time. Trade – Wholesalers and caterers required to enquire for a price, Fruitanicals will email you a price for goods. We have described all goods on the website as accurately as possible. As we deal in food and the products are homemade it is possible actual goods may vary slightly, in style and taste although we will endeavor to keep all items as uniform as possible.

3. Payment - Payment can be made by PayPal/Credit/Debit cards. Please contact us if you are unsure.

4. Delivery - We will deliver your order via Royal Mail first class to the contact name and address you supply. The products will arrive in packaging dedicated to keep your items protected from damage. We cannot accept any liability for loss or damage to goods once they have been delivered, or once they leave our premises if being collected. Once delivered the recipient is responsible for the product and is held at your own risk. Delivery times are approximate, if your delivery is delayed by a substantial amount of time, we will contact you to ensure delivery is still suitable.

5. Ownership - Risk of damage to or loss of goods passes to you at the time of delivery to you, or if you fail to take delivery on the agreed day. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale unless otherwise agreed.

6. Cancellation Policy - Edibles Under the Distance Selling Regulations you do not have the legal right to cancel orders of made-to-order items, which includes ALL edible goods. Cancellations cannot be made within 24 hours of the order being collected or delivered as the order may have gone into production - however we will always try our best to amend orders at short notice please contact us for details. If we do cancel your contract, we will notify you by e-mail and will refund any payment you have made to us within 30 days of your order. All refunds must be made within 30 days of the cancellation date and in the original payment format. Receipt/proof of

purchase must be shown to gain a full refund, otherwise refunds are at the discretion of Fruitanicals Limited.

7. Liability - Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract. 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. 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.

8. Notices - Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to us, by email to [hello@fruitanicals.com](mailto:hello@fruitanicals.com). All notices from us to you will be displayed on our website.

9. Changes to legal notices - We reserve the right to change these terms and conditions from time to time and you should look through them before making a purchase from us.

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. Jurisdiction - These terms and conditions will be governed by the laws of England and Wales and by using the Website you agree to submit to the exclusive of the courts of England and Wales.

13. Intellectual Property - All the content on the site including pictures, graphic design and text are subject to copyright and other intellectual property rights held by Fruitanicals Limited. The entire content of the site is copyrighted under applicable copyright laws. The use of our site [www.fruitanicals.com](http://www.fruitanicals.com) and its content is intended for the personal and wholesale commercial use by the users of our site.

14. Use of the site - You may download, view, copy and print documents and graphics incorporated in these documents (the "Documents") from the Site subject to the following: (a) the Documents may be used solely for personal, informational, wholesale, catering purposes; and (b) the Documents may not be modified or altered in any way. You may not otherwise use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from this Web Site in whole or in part without the express authorisation of Fruitanicals Limited