

## LANGHAM FOODS LIMITED

### GENERAL TERMS & CONDITIONS

(as of 18 June 2021)

Langham Foods Limited is a private limited company incorporated in England and Wales with Registered Number 10377568. Our Registered Office is at UNIT B9 Alpha Business Centre, 7-11 Minerva Road, London, United Kingdom, NW10 6HJ.

The below forms a legal agreement (“Agreement”) between us and a customer (“you”). When you place an order with us, you agree to the general terms and conditions outlined in this Agreement. If any item or section of this Agreement is held unenforceable or null, that item or section shall instead be interpreted, as closely as possible, in a fashion consistent with the applicable law to reflect the original intentions of the parties. All other items and sections will remain in full effect.

#### **1. PLACING AN ORDER**

You may place an order via our website, telephone or email to [sales@langhamfoods.com](mailto:sales@langhamfoods.com). Alternatively orders can be placed through the Rekki app.

1.1. Your order constitutes a request to us to buy a Product(s) but does not guarantee acceptance from us. Your order shall be deemed to be complete once it is delivered by us or our third-party courier/s.

1.2. Once the order is completed, you will receive a sales invoice or order confirmation email from us. Payment must be made by the payment date specified in the invoice.

1.3. It is your responsibility to check the delivery note provided on delivery against our sales invoice to ensure that the order details are correct. If you do not receive a sales invoice, please first check your junk folder as it might be redirected there by your security software. If not there, please contact us directly to enquire.

1.4. If you notice an error in your order, you must notify us within 24 hours of accepting delivery of the product.

1.5. Some products may **not** be available for sale at the time of your order and we will contact you to advise and offer an alternative.

#### **2. PRICING**

2.1. Our prices include VAT (where appropriate) and can be found in our product list.

2.2. Any applicable delivery charge will be added to the total amount in the sales invoice.

2.3. Prices are liable to change at any time, however these changes will not impact any order where an invoice has already been sent/paid.

#### **3. ORDER AMENDMENTS & CANCELLATIONS**

3.1. We will do our best to accommodate amendments to any order, within reason, prior to 2 working days before the delivery date (including delivery date).

3.2. You may cancel your order prior to 2 working days before the delivery date. You cannot cancel an order on the working day prior to the delivery date.

#### **4. DELIVERY**

4.1. The Products ordered by you shall be delivered to the delivery address provided by you. Our delivery schedule is outlined in our product list.

4.2. Unless you specify a delivery date in your order instructions we will endeavour to deliver your products as soon as possible. We cannot guarantee delivery on the delivery date.

4.3. Our delivery driver will attempt delivery only once and if nobody is available to collect the order your products shall be left outside the delivery address entrance.

4.4. Delivery can take up to 2 working days when we use a third party courier. If your delivery arrives on the third working day we will automatically send out a replacement order.

4.5. We will make every effort to fulfil your order correctly. In the event that this does not occur, we do not accept any responsibility for consequential costs incurred due to errors made with products supplied or delivered.

4.6. The Products will be at your risk from the time you accept delivery of the products from us.

#### **5. CUSTOMER SATISFACTION**

5.1. We hope that you will be pleased with the Products purchased. However, if you happen to find that the Product received isn't what you ordered, or the Product, or portion of the Product, is in a damaged condition when you receive it, or if the order is incomplete, please contact us immediately.

5.2. As taste is subjective and personal, we cannot accept the return of any Products where the taste is not to your preference.

#### **6. QUALITY**

6.1. Our products are handmade using quality fresh ingredients. There may be slight variations in appearance in size, shape or colour from those shown on our site or in any publicity material.

6.2. For any dietary or allergen information please see our product list and/or product labelling. If you require further information, please contact us directly.

6.3. Our products are prepared in a kitchen where sesame seeds are present and we cannot guarantee that sesame seeds will not be found in any of our Products. Therefore, we cannot accept any liability for any damage to your health or any distress experienced by the consumption of such Products.

#### **7. DISCLAIMERS**

7.1. Our Products delivered by third party courier are baked fresh on the day of dispatch and will remain fresh in transit. We will not be liable for any deterioration caused by these not being consumed within that time frame.

7.2. The Products must be kept at chilled temperature below 5 degrees in their box until consumed. We are not liable for any deterioration caused by the Products being incorrectly stored in any fashion including, being left at ambient room temperature.

7.7. Once the Products have been delivered to the requested address, we are no longer liable or able to take responsibility for any damage caused by you. We recommend that you check the items before leaving the store/accepting delivery.

7.8. We are not liable, under any circumstances, to you with regards to any complaint regarding any aspect of any Product if not raised to us within 24 hours of delivery of the Product.

## **8. YOUR RESPONSIBILITIES**

8.1. You are required to provide, and update, your company information to ensure that it remains accurate. You confirm that all the details that you provide to us for the purpose of purchasing and delivering Products to you are accurate.

8.2. You are required to ensure that your email address is correct and current when making an order. We will only use your personal information in accordance with the Data Protection Act 1998, The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and our Privacy and Cookies Policy .

## **9. NOTIFICATION OF CHANGES**

9.1. We have the right to amend and/or revise these terms and conditions from time to time. You will be subject to the terms and conditions in place at the point that your order was confirmed with us, unless any changes to the terms and conditions is required to be made by a law or government authority (in which case it will be applied to all orders, past and present, by you), or if we notify you of any change prior to an invoice being sent or your order is confirmed (in which, by confirming your order, we have the right to assume you have accepted any change).

## **10. INDEMNIFY**

10.1. You agree to indemnify, and hold harmless, us, our directors, employees and consultants from and against any and all claims, demands, causes of action, losses and judgments (including fees for solicitors or attorneys and court costs) concerning or arising from any breach of this Agreement and you agree to reimburse us on any demand for losses and/or costs/expenses we incur as a result.

## **11. CORRESPONDENCE**

BY TELEPHONE: +44 (0) 7872040611

BY EMAIL: [SALES@LANGHAMFOODS.COM](mailto:SALES@LANGHAMFOODS.COM)