
TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Food Products are sold by Us to consumers through this website, www.decentdrop.com ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Food Products from Our Site. You will be required to read and accept these Terms of Sale when ordering Food Products. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Food Products through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Food & Drink Products, as explained in Clause 8;
"Food Products"	means the products sold by Us through Our Site;
"Order"	means your order for Food & Drink Products;
"Order Confirmation"	means our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order; and
"We/Us/Our"	means 1819 Promotion Ltd , a company registered in England under 12429965, whose registered address is Irish Square, St Asaph, LL17 0RN and whose main trading address is 2 Trenchard Drive, M22 5NA.

2. Information About Us

2.1 Our Site, www.decentdrop.com, is owned and operated by 1819 Promotion Ltd , a limited company registered in England under 12429965, whose registered address is Irish Square, St Asaph, LL17 and whose main trading address is 2 Trenchard Drive, M22 5NA. Our VAT number is 369358351.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use - www.decentdrop.com. Please ensure that you have read them carefully and

that you understand them.

4. Age Restrictions

- 4.1 Consumers may only purchase Food & Drink Products through Our Site if they are at least 18 years of age.
- 4.2 The following Food Products contain alcohol and may only be purchased by consumers above 18 years of age. We are not permitted by law to supply these Food Products to anyone below that age:
 - 4.2.1 Wine, gin.
- 4.3 Under the Licensing Act 2003, it is illegal for Us to sell or deliver alcohol to anyone under 18 years of age. By agreeing to these Terms of Sale, you represent and warrant that you are at least 18 years of age and that the relevant Food Products are for adult consumption only.

5. Business Customers

These Terms of Sale apply to consumers only and do not apply to customers purchasing Food Products in the course of business.

6. International Customers

Please note that We only deliver within the United Kingdom.

7. Food Products, Pricing and Availability

- 7.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Food Products available from Us correspond to the actual Food Products that you will receive. Please note, however, the following:
 - 7.1.1 Images of Food Products are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays, lighting conditions, and the fact that foodstuffs will naturally vary in appearance;
 - 7.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Food Products may vary.
 - 7.1.3 Due to the nature of the Food Products sold through Our Site, there may be up to a 5% variance in the size of those Food Products between the actual Food Products and the description.
- 7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Food Products, not to different Food Products altogether. Please refer to Clause 11 if you receive incorrect Food Products (i.e. Food Products that are not as described).
- 7.3 Please contact us directly for any Food Product descriptions that are not provided on Our Site. This includes a full list of ingredients and nutritional information, which are not provided on Our Site. We will also indicate where a product is suitable for vegetarian and/or vegan customers and will clearly state if any Food Product contains (or may contain) any of the following which may

cause allergies or intolerances (please note, however, that some or all of Our Food Products are prepared in the same environment and we cannot guarantee that they will be 100% free of such ingredients):

- 7.3.1 Gluten;
- 7.3.2 Milk or lactose;
- 7.3.3 Eggs;
- 7.3.4 Peanuts;
- 7.3.5 Other nuts;
- 7.3.6 Celery;
- 7.3.7 Mustard;
- 7.3.8 Sesame seeds;
- 7.3.9 Soya or soybeans;
- 7.3.10 Fish.

- 7.4 We cannot guarantee that all Food Products will always be available. Stock indications are not accurately provided on Our Site , however such indications are not easy to stock exactly due to the nature of our sales process.
- 7.5 Minor changes may, from time to time, be made to certain Food Products between your Order being placed and Us processing that Order and dispatching the Food Products, for example, to reflect changes in relevant laws and regulatory requirements. Any such changes will not change any main characteristics of the Food Products and will not normally affect your use or enjoyment of those Food Products. However, if any change is made that would affect your use or enjoyment of the Food Products, suitable information will be provided to you.
- 7.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. [All pricing information is reviewed and updated every month. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.9 regarding VAT, however).
- 7.7 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Food Products at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 7 days, We will treat your Order as cancelled and notify you of this in writing.
- 7.8 In the event that the price of Food Products you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.9 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

- 7.10 Delivery charges are not included in the price of Food Products displayed on Our Site. For more information on delivery charges, please refer to our online store at www.decent-drop.myshopify.com. Delivery options and related charges will be presented to you as part of the order process.

8. Orders – How Contracts Are Formed

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 8.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 8.4 Order Confirmations shall contain the following information:
- 8.4.1 Your Order Number;
 - 8.4.2 Confirmation of the Food Products ordered including full details of the main characteristics of those Food Products;
 - 8.4.3 Fully itemised pricing for the Food Products ordered including, where appropriate, taxes, delivery and other additional charges;
 - 8.4.4 Estimated delivery date(s) and where possible time(s);
- 8.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 8.6 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Food Products unless you specifically request that We make a refund using a different method.

9. Payment

- 9.1 Payment for Food Products and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until We dispatch your Food Products.
- 9.2 We accept the following methods of payment on Our Site:
- 9.2.1 Visa, American Express, Mastercard.

10. Delivery, Risk and Ownership

- 10.1 All Food Products purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 14).
- 10.2 If We are unable to deliver the Food Products on the delivery date, the following will apply:
 - 10.2.1 If no one is available at your delivery address to receive the Food Products and the Food Products cannot be posted through your letterbox or left in a safe place nominated by you, We will leave a delivery note explaining how to rearrange delivery or where to collect the Food Products;
 - 10.2.2 If you do not collect the Food Products or rearrange delivery within 2 days, We will contact you to ask you how you wish to proceed. If We cannot contact you or arrange redelivery or collection, We will treat the Contract as cancelled and recover the Food Products. If this happens, you will be refunded the purchase price of the Food Products themselves, but not the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Food Products.
- 10.3 In the unlikely event that We fail to deliver the Food Products within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 10.1), if any of the following apply you may treat the Contract as being at an end immediately:
 - 10.3.1 We have refused to deliver your Food Products; or
 - 10.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 10.3.3 You told Us when ordering the Food Products that delivery within that time period was essential.
- 10.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 10.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Food Products in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Food Products and their delivery will be refunded to you within 7 days. Please note that if any cancelled Food Products are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Food Products.
- 10.6 Delivery shall be deemed complete and the responsibility for the Food Products will pass to you once We have delivered the Food Products to the address including, where relevant, any alternative address you have provided.
- 10.7 Ownership of the Food Products passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 10.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Food Products unless you specifically request that We make a refund using a different method.

11. Problems with the Food Products

- 11.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences).
- 11.2 If any Food Products you have purchased do not comply as stated above and, for example, are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Food Products, please contact Us at cheers@decentdrop.com as soon as reasonably possible and in any event within 7 days to inform Us of the problem, and to arrange for a refund or replacement.
- 11.3 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Food Products before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Food Products for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Food Products for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Food Products to Us under this Clause 11 merely because you have changed your mind. Please refer to Clause 12 for more details.
- 11.4 To return Food Products to Us for any reason under this Clause 11, please contact Us at cheers@decentdrop.com to arrange for a collection and return. We will be fully responsible for the costs of returning Food Products under this Clause 11 and will reimburse you where appropriate.
- 11.5 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 11.6 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Food Products were originally purchased.
- 11.7 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Food Products unless you specifically request that We make a refund using a different method.
- 11.8 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. Cancellations

- 12.1 You may cancel an Order (and receive a full refund of any sums already paid) at any time up to 48 hours before we dispatch your Food Products by next-day courier. Orders cannot be cancelled after this time or once they have been dispatched.
- 12.2 To contact Us directly to cancel, please use the following details:
 - Telephone: 07907696699 / 0161 706 1230;
 - Email: cheers@decentdrop.com;
 - In each case, providing Us with your name, address, email address,

telephone number, and Order Number.

- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our products and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 Please note that, due to the perishable nature of the Food Products that we sell, you will not have a right to cancel under the 14 day “cooling-off” period given to consumers under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You may cancel after receiving Food Products if there is a problem with them, as set out in Clause 11, but you cannot cancel merely because you have changed your mind.
- 12.5 Any refunds due under this Clause 12 will be issued to you within 14 calendar days of the day on which you inform Us that you wish to cancel your Order.
- 12.6 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Food Products unless you specifically request that We make a refund using a different method.

13. Our Liability to Consumers

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 We only supply products for domestic and private use by consumers. We make no warranty or representation that the Food Products are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 14.2.1 We will inform you as soon as is reasonably possible;

- 14.2.2 We will take all reasonable steps to minimise the delay;
- 14.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 14.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Food Products as necessary;
- 14.2.5 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 7 days of the date on which the Contract is cancelled;
- 14.2.6 If an event outside of Our control occurs and continues for more than 7 days and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience. If you would prefer to contact Us directly to cancel, please use the following details:
- Telephone: 07907696699 / 0161 706 1230;
- Email: cheers@decentdrop.com;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 7 days of the date on which the Contract is cancelled.

15. Communication and Contact Details

- 15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0790769699, by email at cheers@decentdrop.com.
- 15.2 For matters relating to the Food Products or your Order, please contact Us by telephone at 07907696699, by email at cheers@decentdrop.com.
- 15.3 For matters relating to cancellations, please contact Us by telephone at 07907696699, by email at cheers@decentdrop.com, or refer to the relevant Clauses above.

16. Complaints and Feedback

- 16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 16.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 16.2.1 By email, addressed to The Director at cheers@decentdrop.com;
- 16.2.2 By contacting Us by telephone on 07907696699 / 0161 706 1230.

17. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available from www.decentdrop.com and Our Cookie Policy, available from www.decentdrop.com.

18. Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you will be affected by them and are not happy with them.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or

associated therewith (whether contractual or otherwise) shall be subject to the non exclusive jurisdiction of the courts of England & Wales.