

Terms & Conditions

This page tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed in the Teruel Foods website (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

We amend these Terms from time to time as set out in paragraph 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1. We operate the website <http://www.teruelfoods.com/> We are Sanchoil Limited, a company registered in England and Wales under company number 06744257 and with our registered office at First Floor, 97 Templar Drive, London SE28 8PF, UK. Our VAT number is 942 7277 04.

1.2. Contacting us:

1.2.1. To cancel a Contract in accordance with your legal right to do so as set out in paragraph 6, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at info@teruelfoods.com . A cancellation form will be sent on request from you. Once received you have to fill and send back to us by e-mail. If you use this method we will e-mail you to confirm we have received your cancellation. If you are e-mailing us or writing to us by post please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

1.2.2. If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at welisten2customers@teruelfoods.com .

1.2.3. If we have to contact you or give you notice in writing, we will do so by e-mail to the e-mail address you provide to us in your order.

2. Our Products

2.1. Although we have made every effort to display the Product colours accurately in the images on our site, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

3. About you

3.1. You may only purchase Products from our site if you are at least 18 years old.

4. How the contract is formed between you and us

- 4.1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 4.2. After you place an order, we will confirm our acceptance to you by sending you an e-mail which confirms your order (Order Confirmation). The Contract between us will only be formed when we send you the Order Confirmation.
- 4.3. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

5. Our right to vary these Terms

- 5.1. We amend these Terms from time to time. Please look at the bottom of this page to see when these Terms were last updated and which Terms were changed.
- 5.2. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 5.3. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
- 5.4. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel in respect of some or all of the affected Product(s). If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, but not including any delivery charges.

6. Your consumer right of return and refund

- 6.1. As a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in paragraph 6.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2. Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is the end of 14 days after the day on which you receive the Product(s) in your order. Example: if we provide you with an Order Confirmation on 1 January and you receive the Product(s) on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
- 6.3. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at info@teruelfoods.com . A cancellation form will be sent on request from you. If you use this method we will e-mail you to confirm we have received your cancellation. If you are e-mailing us or writing to us by post please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will

have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

6.4. If you cancel your Contract we will:

6.4.1. refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling in a way which would not be permitted in a regular shop. For example, if any Products are not in the same condition as when they were shipped to you. This also includes if it is stained from food or drink or any other substances, or if any Products have obviously been opened and used for more than just trying them, such handling of them is unacceptable. 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.

6.4.2. NOT refund any delivery costs you have paid unless we delivered a faulty Product.

6.4.3. make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

6.4.3.1. if you have received the Product(s): 14 days after the day on which we receive the Product(s) back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product(s) back to us. For information about how to return a Product to us, see paragraph 6.7;

6.4.3.2. if you have not received the Product(s): 14 days after you inform us of your decision to cancel the Contract.

6.5. If you have returned the Products to us under this paragraph 6 because they are faulty, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

6.6. We will refund you via PayPal, if you paid using PayPal, or on the credit card used by you to pay.

6.7. If a Product has been delivered to you before you decide to cancel your Contract:

6.7.1. then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Returned Products must be sent to: 35 Capital Wharf, London, E1W 1LY, United Kingdom. Please ask in advance for a return form at info@teruelfoods.com ;

6.7.2. unless the Product is faulty (in this case, see paragraph 6.5), you will be responsible for the cost of returning the Products to us.

6.8. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this paragraph 6 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7. Delivery

7.1. Occasionally our delivery to you may be affected by an Event Outside Our Control. See paragraph 12 for our responsibilities when this happens.

7.2. Delivery of an order shall be completed when we deliver the Products to the delivery address you gave us and the Products will be your responsibility from that time.

- 7.3. You own the Products once we have received payment in full, including all applicable delivery charges.
- 7.4. If we miss the 14 day delivery deadline for any Products then you may cancel your order straight away if any of the following apply:
 - 7.4.1. we have refused to deliver the Products;
 - 7.4.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 7.4.3. you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.5. If you do not wish to cancel your order straight away, or do not have the right to do so under paragraph 7.4, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.
- 7.6. If you do choose to cancel your order for late delivery under paragraph 7.4 or paragraph 7.5, you can do so for just some of the Products or all of them. If the Products have been delivered to you, you will have to return them to us, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Products and their delivery.

8. International delivery

- 8.1. We deliver worldwide (International Delivery Destinations). If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 8.2. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 8.3. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

9. Price of products and delivery charges

- 9.1. The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.
- 9.2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 9.3. The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 9.4. The price of a Product may not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

10. How to pay

- 10.1. You can only pay for Products using a PayPal account. The payment transaction for Products is governed by PayPal's separate terms and conditions.
- 10.2. Payment for the Products and all applicable delivery charges is in advance.

11. Our liability

- 11.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 11.2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3. We do not in any way exclude or limit our liability for:
- 11.3.1. death or personal injury caused by our negligence;
 - 11.3.2. fraud or fraudulent misrepresentation;
 - 11.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 11.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 11.5. defective products under the Consumer Protection Act 1987.

12. Events outside our control

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in paragraph 12.2.
- 12.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 12.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 12.3.1. we will contact you as soon as reasonably possible to notify you; and
 - 12.3.2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will notify you of a new delivery date after the Event Outside Our Control is over.
- 12.4. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 14 days. To cancel please contact us by email to info@teruelfoods.com . If you opt to cancel, you will have to return (at your cost) any relevant Products you have already received and we will refund the price you have paid, excluding any delivery charges.

13. Communications between us

- 13.1. When we refer, in these Terms, to “in writing”, this will include e-mail.

14. How we may use your personal information

- 14.1. This paragraph 14 sets out the terms on which we process any personal data we collect from you, or that you provide to us. When you order any Products,

you consent to such processing and you warrant that all data provided by you is accurate.

- 14.2. We will use the personal information you provide to us to:
 - 14.2.1. process your order and arrange delivery of your order to you, including sharing your name, address, contact telephone number and email address with any third party dispatch and delivery companies who may process orders on our behalf. Such third parties will process such personal information in order to dispatch and deliver your order to you;
 - 14.2.2. send you e-mails in relation to your order, including the Order Confirmation;
 - 14.2.3. process your payment for your order; and
 - 14.2.4. inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 14.3. We will not give your personal data to any third party with the exception of the processing outlined in paragraphs 14.2.1 and 14.2.3 above. You acknowledge and agree that the payment process is between you and PayPal and information which you share with PayPal for these purposes is covered by PayPal's own terms.

15. Other important terms

- 15.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- 15.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6. Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

These terms were revised on October 12th 2015