



## TERMS AND CONDITIONS

**DESCRIPTION AND QUALITY.** Every effort is made to conform to description and quality, but we reserve the right to substitute any goods which may not be available, for any reason, in which case we are most particular to give equal or better value.

**CANCELLATIONS.** Orders can be cancelled up to 7 days prior to despatch, when a full refund, minus any administration costs, will be credited. Any orders cancelled with less than 7 days' notice will be refunded less any charge for perishable goods which cannot be resold. An order can be cancelled up to 7 days after receiving goods. Where this right is exercised you will be refunded the full amount minus the cost of any perishable goods, items which have been consumed, damaged items and the original delivery charge. The refund will take place within 30 days. Notification of cancellation must be in writing – letter, fax or e-mail. You are responsible for the cost of returning the goods.

**DELIVERIES.** Deliveries are made by courier or, with certain products, by First Class Post. Orders are generally delivered Monday to Friday although Saturday deliveries can be arranged at an extra charge.

All address information must be accurate, including the postcode, and the recipient's telephone number. Delecto cannot accept responsibility for late or non-delivery if recipient address and telephone details are insufficient or incorrect.

Where the courier is unable to find someone to accept delivery they will either deliver to a neighbour or leave a card at the address for the recipient to make contact. If the recipient fails to make contact in good time, the goods are returned to Delecto and a charge will be made for the return and for redelivery to the original or alternative address. The purchaser will also be charged for any items which have become unsuitable for sale and need replacing (perishable and chilled items like smoked salmon and cheese which have a short shelf life).

Proof of Delivery of one or more hampers shall be good evidence of delivery of the specific hamper(s) requested by the customer and no question shall be raised as to delivery of individual items therein. Any shortfall of which you become aware must be notified to Delecto within three days of receipt of goods.

Where deadlines for ordering are stated, Delecto cannot be held responsible for late deliveries resulting from orders received after the required deadline.

**CLAIMS.** All claims for damage or loss caused in transit will be met in full provided that goods are signed for upon receipt as either 'damaged' or 'unexamined' and the carriers and ourselves are informed at once and confirmed in writing within three days of delivery.

Unsatisfactory goods will always be replaced or payment refunded. Damaged goods must be retained for inspection and it may be required they be returned to us at our expense before replacement or refund, this being at our option. Returned goods must clearly show the full name and address of the sender. Our liability is limited to the selling price of the goods in all cases.

**TAXATION.** If VAT or other relevant taxation changes, we reserve the right to adjust our prices accordingly. Our VAT Registration No. is GB532 854931.

**THE TERM HAMPER:** is used in the general sense and refers to any container used in which we pack a selection of food and wines. Where baskets or special containers are used, it is clearly stated.

**ALCOHOL.** It is illegal in the UK to sell alcohol to persons under the age of 18. It is also an offence for persons under 18 to buy, or attempt to buy alcohol. No persons under 18 years of age may place an order with Delecto if the goods contain alcohol.

**RESERVATION OF TITLE.** The legal title to any goods supplied or delivered to the buyer does not pass until they have been conditionally paid for in full. Until payment in full has been made, the buyer will be the bailee only of the goods and shall keep the goods for Delecto in an identifiable way. In the event of any proceedings being commenced involving the insolvency of the buyer, the right of the buyer to deal with the goods shall immediately cease and Delecto shall be entitled to recover or trace any goods or the proceeds of sale in the buyer's hands or in the hands of any trustee in bankruptcy, liquidator or receiver and for that purpose may enter any premises of the buyer in which Delecto shall believe the same to be. Notwithstanding the foregoing, the risk passes to the buyer on delivery who shall insure the goods for their full value.

**FORCE MAJEURE.** Every effort is made to carry out the contract but its performance is subject to cancellation or variation as may be necessary as a result of an Act of God, War, Strike, Lockout, Labour Dispute, Fire, Flood, Drought or other cause beyond the control of Delecto.

**DATA PROTECTION.** Delecto is compliant with the Data Protection Act.

When you order, we will receive personal/company details that will allow us to process and fulfil your order only. We will not pass on your details to anyone or any organisation and we will treat your details with complete confidentiality.

We may occasionally send you promotion material relating to Delecto and its associated businesses only.

If you do not wish to receive such material you may contact us on 0845 304 5300. Your details will then not be used in any future mailings.

The information we hold will be accurate and up to date. You can check the information that we hold about you by contacting us. If you find any inaccuracies we will delete or correct them promptly.

**LAW.** These conditions, and all acts of Delecto, its Directors and Employees, shall be governed and construed in every way in accordance with the Laws of England.



## How to order

### ORDERING BY POST/FAX/E-MAIL

Complete the order form and post to: Delecto, PO Box 636, Woodbridge, IP12 2WX or fax your order to us on 0844 561 7340 or e-mail: [sales@delectogifts.co.uk](mailto:sales@delectogifts.co.uk)

### TELEPHONE ORDERS

You can telephone your order on 0845 304 5300. We accept Visa, Access or Switch Credit/Debit cards.

### INTERNET ORDERS

Visit our website [www.delectogifts.co.uk](http://www.delectogifts.co.uk) and order online.

### PAYMENT

All orders must be accompanied by a signed cheque/postal order made payable to Delecto or complete the credit card section on the order form. If requested, a credit account can be opened, subject to references, on the condition that payment is made within 28 days from date of invoice.

### DELIVERY SURCHARGES

Carriage prices cover most of the UK. However, the Scottish Highlands and islands, Northern Ireland, Southern Ireland, Isle of Wight, Isle of Man and the Channel Islands will be subject to delivery surcharges. Please contact us on 0845 304 5300.

### CHRISTMAS ORDERS/DELIVERY

During December we are unable to deliver 'week commencing' unless additional carriage charges have been agreed. Please note that deliveries for Christmas will commence from the first week in December.

### NON CHRISTMAS ORDERS/DELIVERY

For orders and deliveries at other times of the year (and before December) we can arrange delivery within the standard carriage charge quoted on a 'week commencing' basis. However, if a particular delivery date is required, please contact us to agree the additional carriage charge.

