



## **Terms and conditions**

### **Introduction**

1. Thank you very much indeed for accessing this website [rawfairies.com](http://rawfairies.com). We are delighted that you are interested in Raw Fairies' (“our”) services (“us”).
2. Please read the following terms and conditions carefully. By using this website and placing an order with us you are agreeing to the conditions that appear below. These terms and conditions were last updated on 27th May 2011. From time to time we may modify them so please continue to review them. If at any time you do not wish to accept these conditions then you may not use this site or our services.

### **Security**

1. To order from Raw Fairies, you must set up an account with us. This can be done by following the instructions on our website or over the telephone. You must be over 18 years of age. The personal details that you provide are governed by a strict privacy policy. Please see the privacy section below.
2. When you register an account with us online you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us by contacting us immediately. We would also suggest that you change your password immediately through the “My profile” section of the website.
3. If we have any reason to believe that there has been or is likely to be a breach of security or misuse of our website, we may require you to change your password or we may suspend or cancel your account.
4. You acknowledge that we cannot guarantee and therefore shall not be responsible for the absolute security of the website, although we shall use our best endeavours to avoid any security breach at all times.

### **Payment**

1. We reserve the right to suspend deliveries to you and/or terminate our agreement with you if we are refused authority from your card issuer for payment or we reasonably believe that payment will be refused. You agree to compensate us in full against any and all reasonable costs and expenses (including reasonably legal costs) that we may incur in obtaining payments due from you.
2. If you are aware that a payment has been rejected by your bank you must contact us to arrange payment and wait for that payment to go through before you can make orders.

3. All payments must be made in advance, unless expressly agreed in writing by us. We reserve the right to charge interest on late payments at the rate of 8% per annum above the base rate of the Bank of England in force from time to time from the due date until the date of payments after as well as before judgment. You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim which you may have or allege to have for any reason whatever.
4. Please note that we reserve the right to change prices without prior notice.

## Ordering

1. All orders for our regular daily delivery service must be made (either through the website by you or specifically accepted by us over the phone or by email) before the following times: by 9am on Friday for deliveries the following Monday; by 2pm on Sunday for deliveries the following Tuesday; by 2pm on Monday for deliveries the following Wednesday; by 2pm on Tuesday for deliveries the following Thursday; and by 9am on Wednesday for deliveries the following Friday.
2. Our office is open Monday to Friday. If you wish to make a booking over the weekend you should do so via the website.
3. All orders for the 5-day cleanse must be received by 9am on the Friday before the Monday on which the cleanse begins.

## Cancellations

1. All cancellations for our regular daily delivery service must be made (either through the website by you or specifically accepted by us over the phone or by email) before the following times: by 9am on Friday for deliveries the following Monday; by 2pm on Sunday for deliveries the following Tuesday; by 2pm on Monday for deliveries the following Wednesday; by 2pm on Tuesday for deliveries the following Thursday; and by 9am on Wednesday for deliveries the following Friday. **Cancellations after these times will be charged the full cost of the delivery.**
2. All cancellations for the 5-day cleanse must be received by 9am on the Friday before the Monday on which the cleanse begins. **Any late cancellations will be charged the full amount of the cleanse price.**

## Delivery

1. We only undertake to make deliveries to the postcodes specified on our website.
2. We reserve the right to refuse orders from customers at our discretion and considerations of delivery problems may give rise to such a refusal.
3. We will make delivery to your address as stated when you set up an account or update that address. We reserve the right not to deliver to all locations. **You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions.**
4. Changes to your delivery address must be notified to us within the order deadlines outlined above.
5. If your delivery is stolen from your doorstep or other place specified to us or damaged while there we do not accept liability and will offer compensation only at our discretion. Please let us know immediately if you suspect that your delivery has been stolen. We shall liaise with you to make alternative arrangements if there is a risk that the theft may happen again, which may involve making alternative delivery arrangements. In the meantime, we reserve

the right to suspend your deliveries until new arrangements have been finalised or to cancel your remaining deliveries provided that we refund you the cost of your remaining orders.

6. If we are unable to deliver to the address you have given to us for any reason, we will attempt to contact you to make other arrangements. **We will normally contact you using the telephone number that you have registered on your account and it is your responsibility to ensure that you are available on this number.** If we are unable to contact you or to deliver in such circumstances, we reserve the right to charge you for that delivery in any event.
7. We do not guarantee to be able to meet specific delivery time requirements. Time for delivery shall not be the essence of our contract.
8. If we are unable to deliver to you or have to deliver late for reasons beyond our control, for example adverse weather conditions, strike actions, vehicle breakdown, driver accident, traffic congestion or supplier failure, we cannot accept liability for any inconvenience or loss this causes.
9. We will not charge you for incorrect products or products that we have not delivered in accordance with these terms and conditions. Otherwise our liability in respect of incorrect delivery is limited to the price of the incorrect products.

## **Refunds**

1. You must inspect all deliveries as soon as possible after you have received them and notify us promptly if you find any defects by calling or emailing us using the contact details on our website. **If you do not let us know by 1pm on the delivery day** of any such problems we reserve the right not to refund or replace the item and you will be deemed to have accepted your delivery for that day. We reserve the right to collect and inspect any delivery for which you request a refund.
2. If you request a refund of a multiple booking of regular deliveries we will where appropriate recalculate the price of any deliveries you have already received to work out the amount of your refund e.g. if you booked 12 deliveries and having only used 4 you would like a refund of the remaining 8, we will charge those 4 at our '3 or more' delivery rate rather than our '10 or more' delivery rate before refunding you the balance.

## **Health and nutritional information**

1. We do not guarantee to meet any specific health or dietary requirements or objectives.
2. Raw Fairies' deliveries may not be suitable for everyone, for example those with a compromised digestive system or significant blood sugar instability. Our service should not be used by pregnant or breastfeeding women without your own medical supervision. If you have any concern, you are taking specific medication or have a medical condition it is your responsibility to check with your doctor before placing an order with us.
3. We are not obliged to accept your dietary preferences or requirements. If you have special requests or wish to omit certain ingredients please contact us to check if this is possible **in advance of placing your first order.** However please bear in mind that we cannot guarantee to accept your requests and we cannot make significant changes to our menus. **We reserve the right to charge an additional fee for any menu or ingredient adjustments that we do agree to make for you.**
4. It is your responsibility to inform us of any food allergies or intolerances **before you begin**

**using our service.** We regret that we are unable to accept clients with food allergies that result in anaphylactic shock without specific prior written consent. In ordering from us you acknowledge that we cannot be responsible for any reaction that you may have to any menu ingredient.

5. While the website and other information that we may send you provides general information on health and nutrition this does not in any way constitute medical advice or health claims and is not tailored to your specific requirements.

### **Availability of the website**

1. Although Raw Fairies aims to offer you the best service possible, we make no promise that our website services will meet your requirements and we cannot guarantee that the service will be fault free. If a fault occurs with the service, please report it to us as soon as possible using the contact details on our website and we will correct the fault as soon as we reasonably can.
2. Your access to the website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will restore the service as soon as we can. In the event that our website is unavailable, our usual order and cancellation deadlines will still apply.

### **Warranties**

1. While we try to ensure that material included on the website or any other material is correct, we cannot accept responsibility if, despite our endeavours, this is not the case. Without prejudice to your statutory rights, we may correct any inaccuracies or errors and we will not be responsible for any such inaccuracies or errors or for the results obtained from the use of such information.
2. Nothing in these terms and conditions affects your statutory rights as a customer. To find out more about these, contact your local Trading Standards Office ([www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk)) or Citizens Advice Bureau ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).

### **Copyright**

1. The content of the website (including but not limited to text, graphics and detox information packs) is protected by copyright and other applicable intellectual property rights. You may not reproduce, modify, copy, distribute or use for commercial purposes any of the materials or content on the website without express written permission from us.

### **Privacy**

1. Please note that we will use your personal information to send you deliveries and to communicate with you about your deliveries and Raw Fairies' services more generally. We will not share your information with anyone else without your consent. You may at any time request to see, change, correct or delete your information.
2. Our use of your personal information is governed by the Data Protection Act 1998.

### **Miscellaneous**

1. This website is operated by Raw Fairies Limited, a company incorporated in England and Wales, whose registered office is Unit 21, Grand Union Centre, West Row, London W10 5AS, registered with company number 06447291 and with VAT registration number 940

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2. You may not assign, sub licence or otherwise transfer any of your rights under these terms and conditions.
3. If any of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
4. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from our contractual relationship with you so that no third party may claim any rights under that relationship (but this shall not affect any right or remedy of a third party which exists or is available apart from the Act).

**Applicable law**

1. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.
2. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in relation to these terms and conditions.