



www.jacksveg.co.uk
hello@jacksveg.co.uk
+44(0)1227 206 422

**TERMS AND CONDITIONS OF BUSINESS (SUPPLY OF GOODS AND SERVICES) BETWEEN
'JACK'S VEG' AND CONSUMER/CUSTOMER**

THIS AGREEMENT is made with: (any customer of T/A 'Jack's Veg', or consumer/purchaser of goods purchased direct from 'Jack's Veg')

AND IS MADE BETWEEN:

('Jack's Veg') Trading name of soletrader.

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.
- 1.3 We have made every effort in according with standards set by the FSA, Animal Health and Trading Standards to abide with the relevant levels of awareness of the most common allergens found on the FSA website. We have labelled products that we handle and produce that come under that list and follow a code of practice to constantly keep up to date with any new changes as they occur. – Change in the packaging and labelling 13th December 2014.
- 1.4 Damaged goods – If you feel that the goods delivered in our packaging is insufficient and damage to the good has occurred in transit/our storage,

2. Prices & Payment

- 2.1 The price for the supply of good and services are set out [specify]. We shall invoice/receipt you the customer/consumer every four weeks. Invoiced amounts will have been paid for when the order is placed and agreed over communications. This will be in the form of BACS/Standing Order/Online direct payments. Cash upon delivery of product and service is accepted, for which you will only receive your receipt upon request.
- 2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point. VAT on food stuffs is currently rated at 0%.

2.4 If goods go unpaid within 14 days of last order we will contact the person(s) involved to resolve the issue within 7 days. If there are still any outstanding payments a surcharge of 15% will be added every week until payment has been cleared/or after a statutory demand letter and a letter of action has been sent out by recorded delivery. After these actions all outstanding payments will be sent to a third party for funds to be reclaimed. This will incur their costs as well as the outstanding funds owed to us.

3. Risk

As soon as we have delivered the goods/services, you will be responsible for them and we will not be liable for their loss or destruction once out of our custody. This includes if the product/service is left at the customer/consumers house or local drop off point when they are not present. Therefore, you would need to take necessary steps to insure the items. We will make every effort to arrange a safe and weather proof area for the product/goods to be left to avoid damage.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Both these factors need to be completed to achieved ownership of goods. Goods supplied are not for resale. We also own the white linen bags that the produce is delivered in. We request these get given back to us when we deliver the next weeks goods. We have the right to respectfully request the bags back that we own.

Packaging including the bags and boxes used to carry and deliver the produce and times is owned by Jack's Veg. They need to be returned to the company once the items have been delivered. There is no deposit on this bags but a charge of £5 a bag will be put to the user if a successful return isn't completed.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time. If you need to miss a delivery we ask that you give us at least 48 hours' notice to complete this request for you. We need exact delivery dates you wish to miss and when you wish to continue. Any payment structure you have in place with us also needs to be amended accordingly with these dates.

6. Performance

[6.1. We will manufacture/produce and install the items within a reasonable time.]

6.2. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.

6.3. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than the delivery date from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

8. Warranty

8.1 We warrant that as from the date of delivery for a period of 0 hours 0 days and 0 months month's the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only. This is because the product sold is a food stuff.

8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

8.3 Some produce is lightly rinsed to remove the majority of any dirt etc. Considering this we still advise that all our produce is washed accordingly.

9. Right to Cancel

9.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit (monies already paid for future purchases) as a contribution towards any losses or costs we suffer as a result of the cancellation.

9.2 You cannot cancel this Agreement if the goods you have ordered are newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.]

9.3 If you have received the goods before you cancel this Agreement then [unless, under clause 9.2, for which you do not have a right to cancel] you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

9.4 Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

9.5 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

9.6 We reserve the right to cancel the Agreement between us if:

9.6.1 we have insufficient stock to deliver the goods you have ordered;

9.6.2 we do not deliver to your area; or

- 9.6.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

- 15.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.

15.2. If you are unhappy with any aspect of our service, please contact the proprietor 'Jack Boggia'. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

GDPR General data protection regulation (25th May 2018)

This privacy policy sets out the basis on which any personal information we may collect from you, or you provide to us, will be processed and used by us. When we refer to "we", "our" or "us" we are referring to Jack's Veg. Any links from our website to other websites are provided merely for your convenience and do not imply our endorsement of the content or the provider. If you follow a link to any of these websites, you do so at your own risk and we do not accept any responsibility or liability for the content of such websites.

Information we may collect from you

In using our website or by registering for any of the products and services we offer through it, you are confirming to us that you understand and accept that your personal information may be used by us in the manner described below. We may collect and process the following data about you:

- Information that you provide by filling in forms on our website, verbally in person or on the phone and Via Any other form of electronic communication. This includes information provided at the time of registering to use our website, subscribing to our products and services, posting material or requesting further products and services. We may also ask you for information when you report a problem with our website;
- if you contact us, we may keep a record of that correspondence (including email and phone conversations);
- your name, address, telephone numbers, email address and other information which you supply to us including information about any computer equipment you may own;
- Passwords – Only passwords provided to us
- we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;
- details of transactions you carry out and the fulfilment of those transactions;
- Details of your visits to our website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

How do we use the information?

We may use information held about you in the following ways:

- to ensure that content from our website is presented in the most effective manner for you and for your computer;
- to provide you with information, products or services that you request from us or which we feel may be of interest to you, where you have consented to be contacted for such purposes;
- to audit the usage of our website;

- to carry out our obligations arising from any contract entered into between you and us;
- for training purposes, quality assurance or to record details about the products and services you order from us;
- to satisfy and meet our legal and regulatory requirements;
- to allow you to participate in interactive features of our services, when you choose to do so; and
- To notify you about changes to our products and services.
- To Aid in Consultation between Us and you when it comes to IT equipment
- To Aid in Data recovery and repair of systems

Unless prescribed by law, we will retain your personal information for no longer than is necessary for the purposes for which the personal information was collected or for which it is to be further processed by us.

Disclosure of your information

We may disclose your personal information to any member Jack’s Veg. We may disclose your personal information to third parties if we are under a duty to disclose or share your personal information in order to comply with any legal or regulatory obligation, or in order to enforce or apply our terms and conditions and other agreements; or to protect the rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Upon agreement with you, we may provide your information to other companies that can better assist you or provide a service you require

Your rights

You have a right of access to personal information which we may hold about you (we may charge a small administrative fee for this). To have inaccurate information about you corrected or to request we stop using your personal information for marketing purposes, access requests should be put in writing.

You also have the right for all the information we hold on you to be permanently deleted or collated at your request.

Contact Information

If you have comments or any questions about our Privacy Policy please [contact us](#)

Jack’s Veg internally uses independent bodies who are all GDPR compliant to process emails, customer delivery information, order requests and payments.

SIGNED:

Jack Boggia

(For and on behalf of the Company)

SIGNED:

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(NOTE: WHEN ITEMS & PRODUCE ARE PURCHASED FROM US THE BUYER IS AUTOMATICALLY AGREEING TO THESE CONDITIONS SET OUT. A COPY IS AVAILABLE ON THE WEBSITE AT ALL TIMES AND CAN BE REQUESTED. THESE TERMS & CONDITIONS ARE THEREFORE AUTOMATICALLY SIGNED BY THE BUYER/READER.)

(name of Customer)

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