

# Wonky Vegetables Ltd - 2020 Terms & Conditions

## Introduction

These Terms and Conditions apply between you, as User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Wonky Vegetables Ltd, the owner and operator of this Website. Please read these Terms and Conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

In these Terms and Conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Wonky Vegetables Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Wonky Vegetables Ltd and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these Terms and Conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Wonky Vegetables Ltd, our affiliates or other relevant third parties. In these Terms and Conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a

computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

2. You may, for your own personal, non-commercial use only, do the following:

a. retrieve, display and view the Content on a computer screen

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Wonky Vegetables Ltd.

### **Prohibited use**

4. You may not use the Website for any of the following purposes:

a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Registration**

5. You must ensure that the details provided by you on registration and at any other time are correct and complete.

6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

7. We may suspend or cancel your registration with immediate effect for any reasonable purposes, including if you do not live in our delivery area, or if you breach these Terms and Conditions.

8. You may cancel your registration at any time by accessing informing us in writing to the address at the end of these Terms and Conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

## Payment

### *Home boxes/products*

9. If you wish to purchase a home box, you must ensure that Wonky Vegetables Ltd is provided with details of a valid credit or debit card bearing either the MasterCard or Visa symbol. You must update us with any change to these details within the deadlines specified on the Website. You can make changes to your payment details by updating them in the **[My account]** section of the Website or by emailing us via the contact details on the Website.

10. Redacted payment information is stored within our systems for administrative purposes; we do our utmost to ensure the security of these details. Your full payment card details are encrypted, stored and processed by a fully PCI compliant third party provider, and are inaccessible to any Wonky Vegetables

Ltd staff or any other third party. We use your payment information when you register with us to enable automatic payment for regular orders.

11. Your card will automatically be charged for the goods which you have ordered, usually on the Friday of the week before the day we deliver them to you. We will submit our request for payment to your bank a maximum of 72 hours in advance of your delivery. We cannot, however, accept any liability for how long it takes the bank to process the payment.

12. 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 reasonable legal costs and expenses) that we may incur in obtaining payments due from you that you have not made in accordance with your agreement with us as set out in these Terms and Conditions.

13. If a payment has been rejected by your bank, we may suspend your ability to amend, cancel or add to your orders via our Website. You must contact us to arrange payment and wait for that payment to go through before you can make changes to your order through the Website again. You can, however, change orders by emailing us (contact details are on the Website), during our office opening hours and subject to our order deadlines.

### *Office boxes*

14. Direct Debit and BACS payment methods will be available solely for office customers at our discretion and can be arranged by emailing us via the contact details on the Website.

Our payment terms are as specified / agreed at the time of ordering and are usually 7 days from the date of invoice.

15. We reserve the right to suspend deliveries to you and/or terminate our agreement with you in case of any outstanding payments not settled within the agreed payment terms.

## **Product Purchases**

16. For home boxes/products, you may submit orders for products by using our online ordering facility on the Website at any time after you have created an account. For office boxes, you may submit orders for products by emailing us at [info@wonkeyvegboxes.co.uk](mailto:info@wonkeyvegboxes.co.uk). The facility and our communications to you in relation to any order or contract will be in the English language. For home boxes, the facility allows you to review your order and make any corrections before submitting it to us and by submitting the order you confirm that you have made any such corrections.

17. For home boxes/products, each product for which you click [Add to Delivery] is added to a [shopping basket] facility. You are given the opportunity to review the quantity, delivery date and frequency of order of each item in your shopping basket when you choose to view your basket details by clicking the basket icon. You can change these, or cancel the purchase of each of the products completely, at this stage, at any time before clicking [Checkout securely]. After you have clicked [Checkout securely] and after our acceptance of your order, items are added to your delivery in addition to any items that you have previously ordered. The Website still allows you to review all the products that you have already ordered from us, and make amendments and corrections to them until the cut-off deadlines mentioned on your account.

For office boxes, you may make any changes to your order for the following week by emailing us before the cut-off of **Wednesday 6pm.**

18. Your submission of an order amounts to an offer to enter a contract to buy the products from us; subject to paragraph 17, you cannot then withdraw or cancel your order except as stated below.

19. For home boxes/products, no order is accepted from you until our website displays an order confirmation message. This message is displayed after you click **[Checkout securely]** in the shopping basket **[Order Summary]** page. When you order by email for our office boxes, your order will be accepted (or rejected, as the case may be) in writing by our staff. A contract for our sale of Products to you arises on our acceptance of your order.

20. Where we accept an order, we do all that we can to ensure that your order is fulfilled. Products are, however, subject to availability and market conditions and we do not always know if a product is or will be available at the time of accepting an order. If we are unable to deliver an item you have ordered, we may offer a reasonable substitute. You may reject that substitute within seven days from getting the Product, and you will not be charged for it, or, if you have paid already, we will refund the full amount paid for it. If we do not offer a substitute, we will remove the Product from your order so that you are not charged or, if you have paid already, we will refund you the price. We will, however, bear no liability for unavailability of Products.

21. Subject to clause 22 below, the price that we charge you for the Products will be the price stated by us on the Website prior to you clicking the **[Checkout securely]** button or agreed in writing via email.

22. All Products offered by us are subject to seasonal changes in supply levels and supply prices. If you are a [Subscription] customer (e.g. where you choose to have repeat orders of Products) the prices for certain Products may therefore differ from the price for those Products when first ordered by you. The prices for all Products ordered on a subscription basis shall be those prices for the Products stated on our Website. We recommend that you check the Website regularly.

23. Ordering a Product from us carries with it the obligation to pay for it unless we receive from you a cancellation of or change to your orders before the cut-off deadlines, for home customers indicated on your account or for office customers as mentioned above. We are also happy to inform you of these deadlines by email if you wish to contact us by email. You remain responsible for ensuring that any such change or cancellation is not only transmitted by you, but received by us, in time for the deadline. We reserve the right to deliver and charge in full for any order unless we have received notice of cancellation before the published cut-off deadline. This deadline is important since, typically, we make up the deliveries for dispatch to you the day before delivery and obtain some of the Products especially to fulfil your order and may not be able to sell the Products elsewhere. For any payments you have made for orders which have been properly cancelled, a credit will be applied to your account.

24. Despite the above provision, you are entitled to cancel a payment for Products where fraudulent use has been made of your payment card by a person not acting, or to be treated as not acting, as your agent. If you have already made a payment where your payment card has been so fraudulently used, then you should approach your card issuer for recredit to your card.

25. All prices for products are inclusive of any applicable VAT.

## Delivery of products and inspection by you

26. We will make delivery to your address as stated when you set up your account or updated that address. We reserve the right not to deliver to all locations and we will tell you when you apply to register an account with us whether we can deliver to your address. You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions. In the event that your delivery is stolen from your doorstep or damaged while there, we do not accept liability, and will offer compensation at our discretion. We reserve the right to refuse to accept orders from any customer; considerations of delivery problems may give rise to such a refusal. Any changes to address details must be made before the order deadlines published on our Website.

27. We endeavour to keep your delivery day the same each week, but we reserve the right to change it temporarily or permanently and will tell you if we do so.

28. Where we agree with you that we will hold a key to your premises and make delivery of the Products to a place within those premises by using the key, the following terms shall apply:

- we will use our reasonable endeavours to ensure that we hold the keys securely;
- we will use our reasonable endeavours to ensure that the Products are delivered to a place within the premises that you and we have agreed;
- save in respect of losses, damages or costs caused by our negligence in relation to our holding and use of your keys (for which we shall be liable to you for all such losses, damages and costs that were foreseeable by you and us at the time we entered into the contract for the supply of the Products), we shall not be liable to you for any losses,



damages or costs (whether in contract or tort) arising from our holding and use of your keys;

- nothing in this paragraph shall limit or exclude our liability for death or personal injury or damage to property caused by our negligence or wilful misconduct.

29. 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, traffic congestion or supplier failure, we cannot accept liability for any inconvenience or loss that this causes. We will not, of course, charge for products unless or until we have delivered them to you and will either issue a credit to your account or refund you for the full amount charged for the Products we couldn't deliver.

30. We will not charge you for incorrect Products (Products that you have not ordered and substitutes for those Products which substitutes are not acceptable to you) or Products which 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 or the Products not so delivered.

31. You must inspect the Products as soon as reasonably possible after delivery and notify us within a maximum of 7 days from the day of delivery if you find any defects, by emailing us or writing to us at the email or physical addresses mentioned below.

32. I understand that I need to give my fruit & veg a good wash before eating.

### **Your consumer right of return and refund**

33. As our Products contain fresh and perishable food, you are not entitled to the "normal" right to return goods within 14 days after the day you receive them, simply if you change your mind.

This is because the food is likely to have a best before date within only a few days of delivery of the Products.

34. You have the right to cancel an order (or the whole Subscription) either online directly on your account or by email within the normal business hours of 9am to 6pm, if you notify us before your indicated cut-off (see our contact details below). We agree to cancel your order and will not charge you for it. You will need to tell us whether you just want to cancel your next order(s) or your whole Subscription with us.

35. Right of return and refund if the Product is defective or not as described: because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. You have legal rights in relation to Products that are defective or not as described. If the Products we deliver to you are defective or are not as described on our Website, you should contact us and report such defect or misdescription as soon as possible (we ask that this is within 7 days from delivery of the Products and if possible we ask that you send us a photograph as evidence of the defective or misdescribed Product - this will assist in processing your refund quickly).

36. We will ask you to safely dispose of such Product and if we agree that it is defective or misdescribed (acting reasonably) we will offer you the choice of either an exchange or a refund of the price of the Product in full.

37. We will refund you within 14 days of the earlier of:

- the day we receive the Product back from you;
- the day on which you provide us with acceptable evidence that you have sent the Product back to us; or
- the day on which you provide us with acceptable evidence that the Product is defective or misdescribed and we have agreed for you to throw the Product away safely.

38. We try our best to ensure that our Products are perfect 100% of time, but we are sure you will agree that this is not always possible. In the event of a minor error (for example, failing to include one Product, or substituting a red pepper for a yellow pepper) we reserve the right to use our discretion as to the amount of the refund. We will act reasonably and may offer you a partial refund or a voucher.

39. We will refund you by the method used by you to pay.

40. Your legal rights: advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office. Your legal rights are not affected by your right of return and refund in this condition or anything else in these Terms and Conditions.

### **Links to other websites**

41. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Wonky Vegetables Ltd or that of our affiliates.

42. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

43. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### **Privacy Policy**

44. Use of the Website is also governed by our Privacy Policy that you can find [[here](#)].

45. If you wish to contact us about anything to do with your data and Wonky Vegetables Ltd, please contact us at [info@wonkyvegboxes.co.uk](mailto:info@wonkyvegboxes.co.uk) or write to us at Wonky Vegetables Limited, Unit 16 Phoenix Business Park, Brindley Road, Hinckley, Leicestershire LE10 3BY .

46. For information about your rights under UK data protection laws, see the website of the [UK Information Commissioner](#). You can report any concern to the ICO by [\[clicking here\]](#).

47. If you have any questions or queries relating to this Privacy Policy, please contact us.

### **Availability of the Website and disclaimers**

48. Any online facilities, tools, services or information that Wonky Vegetables Ltd makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Wonky Vegetables Ltd is under no obligation to update information on the Website.

49. Whilst Wonky Vegetables Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

50. Wonky Vegetables Ltd accepts no liability for any disruption or non-availability of the Website.

51. Wonky Vegetables Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including,

but not limited to, any Products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **Limitation of liability**

52. Nothing in these Terms and Conditions will:

- a. limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
- b. limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
- c. limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

53. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

54. To the maximum extent permitted by law, Wonky Vegetables Ltd accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

## **General**

55. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions where we reasonably believe your rights will not be affected.

56. These Terms and Conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the Terms and Conditions regularly to ensure familiarity with the then current version.

57. These Terms and Conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms and Conditions.

58. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no third party will have any right to enforce or rely on any provision of these Terms and Conditions.

59. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions will not be affected.

60. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

61. These Terms and Conditions will be governed by and interpreted according to English law. All disputes arising under these Terms and Conditions will be subject to the exclusive jurisdiction of the English courts.

**Cookie Policy**

62. Our Website uses cookies to help analyse how users use the site and to help us improve our service. This allows us to continue our mission of reducing food waste and providing consumers with fresh and healthy produce. Below you will find out all the information about how we use cookies.

63. If you want to find out more about how we deal with your personal data, then please see our Privacy Policy (above). We are committed to protecting your right to privacy and respecting your rights, and if you think we ever fall short of this then please do get in touch and let us know and we will be happy to deal with your enquiries.

### **What is a cookie?**

64. A cookie is a text file that is stored on your computer or mobile device by a website's server, if you agree. Only that server will be able to retrieve or read the contents of that cookie. Each cookie is unique to your web browser. It will contain anonymous information such as a unique identifier and the site name. Further information on cookies should be available in the help pages of your browser, and most browsers will recognise when a cookie is offered and allow users to control how and when they are accepted. However, you should be aware that if you choose to decline cookies, you may not be able to fully experience all of the features of the Wonky Vegetables Ltd website, and other websites that you choose to visit.

### **How does Wonky Vegetables Ltd use cookies?**

65. Wonky Vegetables Ltd uses cookies that are strictly necessary to enable you to move around the site or to provide certain basic features. We use cookies to provide better functionality of the website by storing your preferences, for example. We also use cookies to help us to improve the performance of our website to provide you with a better user

experience. The information we collect using cookies is anonymous. We will never (and will not allow any third party to) use the statistical analytics tool to track or to collect any personally identifiable information of visitors to our site or associate your IP address with any other data held about you. We will not associate any data gathered from this site with any personally identifiable information from any source, unless you explicitly submit that information via a fill-in form on our website.

66. We may use the following types of cookies on our website:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** These cookies allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our software products. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record a user's visit to a website, the individual pages visited and the links followed. If the cookie is set by a third party (for example, an advertising network) which also monitors traffic on other websites, this type of cookies may also be used to track a



user's movements across different website and to create profiles of their general online behaviour. Information collected by tracking cookies is commonly used to serve users with targeted online advertising.

## What are the specific cookies that Wonky Vegetables Ltd uses?

67. As well as some Wonky Veg specific cookies we list below, our Website uses [Google Analytics], which allows us to recognise and count the number of visitors to our site and to see how visitors move around the site when they are using it. The information generated by the cookie about your use of the Website, including IP address, is transmitted to Google. This information is then used to evaluate your use of the Website and to compile statistical reports on website activity for Wonky Vegetables Ltd but more information can be found by visiting [Google here](#).

### a. Strictly necessary cookies:

*Cookie Name:* Log in\_SessionId | *Type:* Session

This cookie is required to determine the Log in session that is in use. These are temporary cookies used in our Website and application, which helps us identify users, track their activity on specific pages to provide better user experiences. It may also contain details such as your customer name, company name, and email address. These cookies get deleted automatically as soon as you close your browser or leave your session in the app. Session cookies and similar technologies may be used in our Website and application in future as well, to improve its quality and to be able to offer you certain features of our application.

### b. Cookies which can improve the Website and user experience

*Cookie Name: \_\_utma | Type: Persistent*

This cookie keeps track of the number of times a visitor has been to the site pertaining to the cookie, when their first visit was, and when their last visit occurred. Google Analytics uses the information from this cookie to calculate things like Days and Visits to purchase.

*Cookie Name: \_\_utmb & \_\_utmc | Type: Persistent*

The B and C cookies are brothers, working together to calculate how long a visit takes. \_\_utmb takes a timestamp of the exact moment in time when a visitor enters a site, while \_\_utmc takes a timestamp of the exact moment in time when a visitor leaves a site. \_\_utmb expires at the end of the session. \_\_utmc waits 30 minutes, and then it expires. You see, \_\_utmc has no way of knowing when a user closes their browser or leaves a website, so it waits 30 minutes for another page view to happen, and if it doesn't, it expires.

*Cookie Name: \_\_utmz & \_\_utmx | Type: Persistent*

This cookie is used by Website Optimizer and only set when the Website Optimizer tracking code is installed and correctly configured for your pages. When the optimizer script executes, this cookie stores the variation this visitor is assigned to for each experiment, so the visitor has a consistent experience on your site.

*Cookie Name: \_\_utmz | Type: Persistent*

\_\_utmz keeps track of where the visitor came from, what search engine you used, what link you clicked on, what keyword you used, and where they were in the world when you accessed a website. It expires in 15,768,000 seconds - or, in 6 months. This cookie is how Google Analytics knows to whom and to what source / medium / keyword to assign the credit for a Goal Conversion or an Ecommerce Transaction. \_\_utmz

also lets you edit its length with a simple customization to the Google Analytics Tracking code.

### c. Cookies which can be used to target or retarget

*Cookie Name:* Facebook Pixel | *Type:* Persistent

This cookie keeps track of visitors from Facebook and Instagram to the site and tracks their interaction with the site. You can learn more about it [[here.](#)]

*Cookie Name:* LinkedIn Insight Tag | *Type:* Persistent

This cookie keeps track of visitors from LinkedIn to the site and tracks their interaction with the site. You can learn more about it [here.](#)

*Cookie Name:* Twitter Universal Website Tag | *Type:* Persistent

This cookie keeps track of visitors from Twitter to the site and tracks their interaction with the site. You can learn more about it [here.](#)

### What if I don't want cookies?

68. You can restrict or block web browser cookies which are set on your device through your browser settings. You can be notified when cookies are sent to your browser, or you can refuse cookies completely. You can also delete existing cookies. The Help function of your browser will tell you how to do this. You can visit [www.aboutcookies.org](http://www.aboutcookies.org) for further information about disabling cookies.

69. For further information about cookies, visit the Interactive Advertising Bureau ([www.iab.net](http://www.iab.net)), an industry body that develops standards and guidelines to support online business processes. It has produced a series of web pages that explain how cookies work and how they can be managed.

## What if I have any questions?

70. We hope that we have shared with you all the information you need, but in the event that we haven't, or if you have any questions then please do not hesitate to contact our appointed Data Protection Officer, Stuart Starkey, on [stuart@wonkyvegboxes.co.uk]

## Wonky Vegetables Ltd details

71. Wonky Vegetables Ltd is a company incorporated in England and Wales and it operates the Website [www.wonkyvegboxes.co.uk](http://www.wonkyvegboxes.co.uk).

72. You can contact Wonky Vegetables Ltd by email at [info@wonkyvegboxes.co.uk](mailto:info@wonkyvegboxes.co.uk) or write to us at Unit 16, Phoenix Business Park, Brindley Road, Hinckley, Leicestershire LE10 3BY.