

Chocart London Ltd

Terms and Conditions

1. The Contract Between Us.

We must receive payment of the whole of the price for the products that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted in writing either by electronic form or hard copy. Our acceptance of your order brings into existence a legally binding contract between us.

For business or corporate purchasers, we may, at our discretion, allow such customers to make a 50% deposit payment with the balance to be paid prior to delivery of the goods.

2. Price

2.1 The prices payable for products that you order are as set out in this quotation.

2.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.

2.3 You will have to pay additional costs for delivery if the order is placed with less than 28 days available to the intended delivery date.

3. Re-Sale

You are not permitted to sell and must not offer for sale or re-sell any of our products, unless you have our prior written consent.

4. Our Products and Nuts

All Chocart products may contain nut traces.

5. Personalisation

5.1 All necessary artwork must be received by us at least 28 days before the intended delivery date of the products. You will have to pay for any artwork and associated costs at the rates quoted for each product.

5.2 We have your permission to use your artwork and logos for the purposes of printing and fulfilling the order.

5.3 The design and layout of the artwork must be approved by an authorised person within your business prior to any printing being carried out.

5.4 Where bespoke artwork has been requested and approved in accordance with this clause 5 and the order is subsequently cancelled by the purchaser, a payment of 70% of the invoice value of the products must be paid to us.

6. Right for you to cancel your contract

6.1 You may cancel your order with us for the products you order at any time within 24 hours from the date we receive your order. This is only applicable to orders we have received at least 28 days before the intended delivery date. You may not cancel your order if we have received it with less than 28 days before the intended delivery date. You do not need to give us any reason for cancelling your order nor will you have to pay any penalty. This right of cancellation shall not apply to business or corporate purchasers who must have a lawful reason for cancellation.

6.2 Once you have notified us that you are cancelling your order, any sum paid to us will be refunded by cheque as soon as possible and in any event within 30 days of your order. If you are a business or corporate purchaser and have lawfully cancelled your order you will be refunded by cheque as soon as possible and in any event within 30 days of your order.

7. Cancellation by us

7.1 We reserve the right to cancel the contract between us if.

7.1.1 we have insufficient stock to deliver the products you have ordered. If this is the case, we will contact you to advise of an availability date.

7.1.2 we do not deliver to your area; or

7.1.3 one or more of the products you ordered was listed at an incorrect price due to a typographical error.

7.2 If we do cancel your contract we will notify you by e-mail and any sum paid to us will be refunded by cheque and as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

8. Delivery of products to you

8.1 We will deliver the products ordered by you to the address you give us for delivery at the time you make your order. It is, however, your responsibility to provide us with accurate delivery address details. We will not check or verify addresses and messages supplied by you.

8.2 You will become the owner of the products you have ordered when they have been delivered to you. Once products have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

9. Your Use of this Website

9.1 You may not use this website for any of the following purposes:

9.1.1 disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

9.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or codes of practice;

9.1.3 interfering with any other person's use or enjoyment of the website; or

9.1.4 making, transmitting or storing electronic copies of materials protected by copyright or other intellectual property right without the proper permission.

9.2 You will be responsible for our losses and costs resulting from your breach of this clause 9.

10. Liability

10.1 If the products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, or if you do not receive the products ordered, we shall have no liability to you other than as set out below.

10.2 If you notify a problem to us under this clause, our only obligation will be:

10.2.1 to make good any shortage or non-delivery;

10.2.2 to supply and deliver substitute products if your original choice cannot be delivered for any reason.

10.2.3 to replace any products that are damaged or defective; or

10.2.4 to refund to you the amount paid by you for the products in question in whatever way we choose.

10.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the products in question under clause 10.2.4 above.

10.4 Chocart, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this website in any way or in connection with the use, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

10.5 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase products from our site. The importation or exportation of certain products to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the products you purchase.

10.6 Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

11. Intellectual Property

All content, product information and images you may receive from us protected by copyright, trademarks, database right and other intellectual property rights. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on this website without written permission from a director of Chocart.

12. Notices

Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our contact address Chocart London Ltd, 2 Portal Way, London, W3 6RT, England. All notices from us to you will be displayed on our website from time to time.

13. Events beyond our control

We shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation to, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

14. 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.

15. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK [Contracts \(Rights of Third Parties\) Act 1999](#) to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

16. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

17. Entire Agreement

These Terms and Conditions, together with our current prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the products to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these Terms and Conditions or as an authorised representation about the nature or quality of any products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.