

TERMS AND CONDITIONS

PLEASE READ ALL OF THESE TERMS AND CONDITIONS

As Packed Lunch Productions (the "Organisation") can accept orders from you (the "Customer") and make a legally enforceable agreement without further reference to the Customer, the Customer must read these terms and conditions to make sure they contain everything the Customer wants and nothing with which they are not happy. If unsure about anything, phone +44 7790 115 786 or email hello@packedlunch.org.

APPLICATION

1. These terms will apply to the purchase of goods by the Customer from the Organisation, a registered social enterprise and limited-by-guarantee company registered in England and Wales, no. 13819601.
2. These are the terms on which the Organisation sells all goods to the Customer. On ordering any goods, the Customer agrees to be bound by these Terms and Conditions, and the Customer can only purchase goods from the Organisation if they are legally eligible to enter into a contract or are at least 18 years old.

ADDITIONAL DEFINED TERMS

3. "Commercial unit" means a refers to a item the division of which would materially impair the value of the good(s) or its character;
4. "consumer" means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
5. "contract" means the legally binding agreement between the Customer and the Organisation for the supply of goods;
6. "data protection laws" means any applicable law relating to the processing of personal data, including, but not limited to the GDPR;
7. "delivery location" means the the place where the goods are to be supplied, as set out in the order;
8. "distance contract" means the contract concluded between the Organisation and the Customer under an organised distance sales or service-provision scheme without the simultaneous physical presence of either party and with the exclusive use of one or more means of distance communication up to and including the time at which a contract is concluded;

9. "durable medium" means paper, email or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information and allows the unchanged reproduction of the stored information;
10. "GDPR" means the UK General Data Protection Regulation;
11. "good(s)" means the item(s) advertised for purchase by the Organisation, either in person or online, that are supplied to the Customer and of the number and description set out in the order;
12. "online" refers to the Organisation's website and any virtual platform operated by the Organisation through which the purchase of goods is described and/or processed;
13. "order" means the Customer's purchase of goods from the Organisation following a secured, traceable and transparent process either in person or online;
14. "Privacy Policy" refers to the terms setting out how the Organisation deals with confidential and personal information received from the Customer via ordering, available at <http://www.packedlunch.org/due-diligence>;
15. "sales contract" means a contract under which the Organisation transfers or agrees to transfer the ownership of goods to the Customer and the Customer pays or agrees to pay the price, including any contract that has both goods and services as its object;
16. "website" means the Organisation's website at <http://www.packedlunch.org>.

GOODS

17. The descriptions of goods are as set out on the website, otherwise online and in tangible advertisements. Any description is for illustrative purposes only, and there may be small discrepancies in the dimensions or colour(s) of the goods supplied.
18. In the case of goods made to the Customer's requirements, it is the Customer's responsibility to ensure any information or specification(s) provided is/are accurate.
19. All goods appearing online are subject to availability.
20. The Organisation can make changes to goods regarding their compliance with any applicable law or safety requirement, and, in this event, it will notify the Customer of these changes prior to purchase.

PERSONAL INFORMATION

21. The Organisation retains and processes all information in accordance with its Privacy Policy.
22. The Organisation may contact the Customer using email and other electronic communication methods, as well as by pre-paid post, and the Customer expressly agrees to this.

BASIS OF SALE

23. The description of goods online does not constitute a contractual offer to sell said goods. When an online order has been submitted, the Organisation can reject it for any reason, although it will endeavour to relay the reason to the Customer without delay.
24. The order process is set out online where the Customer will have the power to check and amend any errors before submitting an order. It is the Customer's responsibility to check that they have used the ordering process correctly..
25. A contract will be formed for the sale of goods ordered only when the Customer receives an email from the Organisation confirming the order (the "Order Confirmation"). The Customer must ensure the Order Confirmation is complete and accurate and inform the Organisation immediately of any errors. The Organisation is not responsible for any inaccuracies in the order placed by the Customer. By placing an order, the Customer agrees to the Organisation giving the Customer confirmation of the contract via email with all details of the Order Confirmation in it. The Customer will receive the Order Confirmation within a reasonable time after making the contract, but in any event no later than the delivery of the goods supplied under that contract.
26. Any quotation for bespoke discounts or orders is valid for a maximum of 14 days unless it is expressly withdrawn by the Organisation at an earlier time.
27. No variation of the contract, whether about the description of goods, fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Organisation in writing.
28. The Organisation intends that these Terms and Conditions apply only to a contract entered into by the Customer as a consumer. If this is not the case, the Customer must tell the Organisation so it may provide them with a different contract with terms more appropriate for them and which might, in some respects, be better for them.

PRICE AND PAYMENT

29. The price of goods and any additional delivery or other charges are out online or in person at the date of the order or such other price as may be agreed in writing between the Customer and the Organisation.
30. Prices and charges include VAT at the rate applicable at the time of the order.
31. The Customer must pay for goods by submitting credit or debit card details with their order or via cash, at which point a receipt will be immediately offered to them by the Organisation as proof of purchase, and the Organisation can take payment immediately or otherwise before the delivery of goods.

DELIVERY

32. The Organisation will arrange for the delivery of goods to the delivery location within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the contract was entered into.
33. In any case, regardless of events beyond the its control, if the Organisation does not deliver the goods on time, the Customer can, in addition to any other remedies, treat the contract at an end if:
 - a. the Organisation has refused to deliver the goods, delivery on time is essential taking into account all the relevant circumstances at the time was contract was made or the Customer says to the Organisation, before the contract was entered into, that delivery on time is essential; or
 - b. they, after the Organisation has failed to deliver on time, have specified a later period which is appropriate to the circumstances and the Organisation has not delivered within that period.
34. If the Customer treats the contract at an end, the Organisation will, in addition to other remedies, promptly return all payments made under the contract.
35. If the Customer is entitled to treat that contract at an end but does not do so, they are not prevented from cancelling the order for any goods or rejecting goods that have been delivered, and, if they do this, the Organisation will, in addition to other remedies, without delay return all payments made under the contract for any such cancelled or rejected goods. If the goods have been delivered, the Customer must return them to the Organisation or allow the Organisation to collect the goods from them, and the Organisation will pay the associated costs.
36. If any goods form a commercial unit, the Customer cannot cancel or reject the order for some of those goods without also cancelling or rejecting the order for the rest of them.
37. For deliveries outside England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, the Customer may need to pay import duties or other taxes.
38. The Customer agrees the Organisation may deliver goods, where possible and applicable, in instalments in the event of a stock shortage or other genuine and fair reason, subject to the above provisions and provided the Customer is not liable for extra charges.
39. If the Customer or their nominee fails, through no fault of the Organisation, to take delivery of the goods at the delivery location, the Organisation may charge the reasonable costs of storing and re-delivering them.
40. Goods will become the Customer's responsibility from the completion of delivery or Customer collection. The Customer must, if reasonably practicable, examine the goods before accepting them.

RISK AND TITLE

41. Risk of damage to, or the loss of, any goods will pass to the Customer when they receive them.
42. The Customer does not own the goods until the Organisation has received payment in full. If full payment is overdue or a step occurs towards the Customer's bankruptcy, the Organisation can choose, by notice to cancel any delivery and end any right to choose the goods still owned by the Customer, in which case they must return the goods or allow for the Organisation to collect them.

WITHDRAWALS, RETURNS AND CANCELLATIONS

43. The Customer can withdraw the order by telling the Organisation before the contract is made if they wish to change their mind, without needing to give a reason or incurring any liability.
44. These Terms and Conditions function as a distant contract which has the Cancellation Rights set out below. They also provide the framework for an in-person sales contract, of which the Cancellation Rights are also applicable. The Cancellation Rights, however, do not apply to a contract for the following goods (with no others) in the following circumstances:
 - a. foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on frequent and regular rounds to the Customer's residence or workplace;
 - b. goods that are made to the Customer's specifications or are clearly personalised;
 - c. goods that are liable to deteriorate or expire rapidly.
45. The Cancellation Rights for a contract cease to be available in the case of any sales contract if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

46. The Customer can cancel this contract within 14 days without giving any reason.
47. The cancellation period will expire after 14 days on which the Customer or a third party other than a carrier indicated by them acquires physical possession of the last of the goods. In a contract for the supply of goods over time - i.e., subscriptions - the right to cancel will be 14 days after the first delivery.
48. To exercise the right to cancel, the Customer must inform the Organisation of their decision to cancel this contract by a clear statement setting out their decision - e.g., an email or a letter sent by post. They can use the Model Cancellation Form below, although this is not obligatory. In any event, the Customer must be able to show clear evidence of when the cancellation was made.

49. To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation in the cancellation period

50. Except as set out below, if the Customer cancels this contract, the Organisation will reimburse them all payments received from them, including the costs of delivery (except the for the supplemental costs arising if they choose a type of delivery other than the least expensive type of standard delivery offered by the Organisation).

Deduction for goods supplied

51. The Organisation may make a deduction from the reimbursement for the loss in value of any goods supplied if the loss is a result of unnecessary handling by the customer - i.e., handling the goods beyond what is necessary to establish their characteristics, nature and functioning (e.g., it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because the Customer is liable for that loss, and, if that deduction is not made, they must pay the Organisation the amount of that loss.

Timing of reimbursement

52. If the Organisation has not offered to collect the goods, it will make the reimbursement without undue delay and no later than:

- a. 14 days after the day it receives back from the Customer any goods supplied or,
- b. if earlier, 14 days after the day the Customer provided evidence they have sent back the goods.

53. If the Organisation has offered to collect the goods or if no goods were supplied, it will make the reimbursement without undue delay and no later than 14 days after the day on which it was informed about the Customer's decision to cancel this contract.

54. The Organisation will make the reimbursement using the same means of payment used by the Customer for the initial transaction unless the Customer has expressly agreed otherwise. In any event, The Customer will not incur any fees as a result of the reimbursement.

Returning goods

55. If the Customer has received goods in connection with the contract which they have cancelled, they must send back the goods or hand them over to the Organisation at 7 Cooper's Yard, London SE19 1TN, United Kingdom without delay and, in any event, no later than 14 days from the day on which they communicate to the Organisation their cancellation of this contract. The deadline is met if the Customer sends back the goods before the period of 14 days has expired.
56. The Customer agrees to bear the cost of returning the goods.

CONFORMITY

57. The Organisation has a legal duty to supply goods in conformity with the contract and will not have conformed if the goods, upon delivery, are not:
- of a satisfactory quality;
 - reasonably fit for any particular purpose for which the Customer has bought the goods which, before the contract was made, they made known to the Organisation (unless the Customer does not actually rely, or it is unreasonable for them to rely, on the Organisation's skill and judgement) and fit for any purpose held out by the Organisation or set out in the contract; and
 - in conformity with their description(s).

SUCCESSORS AND DESIGNATED SUBCONTRACTORS

58. Either party may transfer the benefit of this contract to someone else and will remain liable to the other for its obligations under the contract.
59. The Organisation will be liable for acts of any subcontractors it chooses to help perform its duties.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

60. In the event of any failure by a party because of something beyond its reasonable control:
- they will advise the other party as soon as reasonably practicable and
 - their obligations will be suspended so far as is reasonable provided they will not be liable for any failure which could not reasonably be avoided, but this will not affect the Customer's above-mentioned rights relating to delivery and cancellation.

PRIVACY

61. The Organisation respects the Customer's privacy and complies with the GDPR with regard to their personal information.

62. These Terms and Conditions should be read alongside, and are in addition to, the Organisation's policies, including its Privacy Policy and the Cookies Policy of the website's provider at <https://www.squarespace.com/cookie-policy>.
63. For the purposes of these Terms and Conditions, "Data Controller", "Personal Data" and "Processing" shall have the same meaning as in the GDPR.
64. The Organisation is a data controller of the personal data it processes in providing goods to the Customer.
65. Where the Customer supplies personal data to the Organisation so the Organisation can provide goods to the Customer, and the Organisation processes that personal data in the course of providing the Customer goods, the Organisation will comply with its obligations as imposed by data protection laws. Accordingly, the Organisation will:
- identify, before or at the time of collecting personal data, the purposes for which information is being collected;
 - only process personal data for the purpose(s) identified;
 - respect the Customer's rights in relation to their personal data; and
 - implement technical and organisational measures to ensure the Customer's personal data is secure.
66. For any enquiries or complaints regarding data privacy, email roy@packedlunch.org.

EXCLUDING LIABILITY

67. The Organisation does not exclude liability for any fraudulent act or omission or for death or personal injury caused by negligence or breach of the Organisation's other legal obligations. Subject to this, the Organisation is not liable for loss which was not reasonably foreseeable to both parties at the time when the contract was made or for loss - e.g., loss of profit - to the Customer's business, trade, craft or profession which would not be suffered by a consumer, and this is because the Organisation believes the Customer is not buying goods from them wholly or mainly for its business, trade, craft or profession.

GOVERNING LAW, JURISDICTION AND COMPLAINTS

68. This contract, including any non-contractual matters, is governed by the laws of England and Wales, and disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of those jurisdictions.
69. The Organisation aims to avoid any dispute, so should a complaint arise, the Customer should contact the Organisation in the first instance, and the Organisation will endeavour to respond with an appropriate solution within 5 working days.
70. The Organisation aims to follow these codes of conduct, which can be obtained at <http://www.packedlunch.org/due-diligence>.



MODEL CANCELLATION FORM

To:
Packed Lunch Productions
7 Cooper's Yard, London SE19 1TN
United Kingdom

Email: hello@packedlunch.org
Phone: +44 7790 115 786

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*], ordered on [*]/received on [*]_____ (date).

Name of Customer: _____

Address of Customer: _____

Signature of Customer: _____

Date: _____

[] Delete as appropriate.*

