

Terms & Conditions of Supply Eurodiet UK

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (the "Products") listed on our website www.eurodiet.co.uk (the "Site") to you.

Please read these terms and conditions carefully before ordering any Products from the Site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you should not order any Products from our site.

Our site is only intended for use by people resident in the United Kingdom and we do not deliver Eurodiet products outside of the UK.

We do not represent that any product referred to in the materials on our website is appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

For a details of European distributors of Eurodiet products, please go to www.eurodiet.com

Information About Us

The Site is operated by Eurodiet Retail UK Ltd ("We"). We are registered in England and Wales under company number 06006335 and have our registered office at 10 Gloucester Place, London, W1U 8EZ.

We are registered for VAT purposes and our VAT registration number is 897 3823 63.

Your Status

By placing an order through our site, you warrant that:

- You are legally capable of entering into binding contracts
- You are at least 18 years old

- If you are outside of the UK, you are permitted to use the Products in your jurisdiction
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How the Contract is Formed Between Us

Please note that placing an order does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail stating that your order has been accepted (the "Confirmation E-mail"). The contract between us (the "Contract") will only be formed when we send you the Confirmation E-mail.

The Contract will relate only to those Products orders for which we have confirmed in a Confirmation E-mail. We will not be obliged to supply any other Products which may have been part of your order until acceptance of your order for such Products has been confirmed in a separate Confirmation E-mail.

You may check to see whether your application and orders have been placed correctly and, if necessary, correct any errors by logging in with your username and visiting the members' area. Once an application has been made or an order for products has been placed we shall file it and it shall be accessible to you as soon as is reasonably practicable.

You may contact us by calling **0844 8 11 60 90** during normal business hours, by writing to us at our registered address or by sending an email to us at info@eurodiet.co.uk

Consumer Rights

If you are contracting as a consumer, you may cancel a Contract at any time within seven (7) working days, beginning on the day after you received the Products from us. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out below).

To cancel a Contract, you must inform us in writing by post at our registered address or by email info@eurodiet.co.uk and return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You will not have any right to cancel a Contract for the supply of any of the following:

- Kit 1

- Kit 2
- Kit 3
- Laktolight
- Pasta
- All Chocolate Coated Bars
- All Cereal Bars
- All Omelettes
- All Soups
- All Desserts

No Eurodiet food product may be returned / reimbursed if the product has been opened, unless such food product is faulty.

Details of this statutory right and an explanation of how to exercise it are provided in the Confirmation E-mail. This provision does not affect your statutory rights.

Availability and Delivery

Your order will be fulfilled by the delivery date set out in the Confirmation E-mail or, if no delivery date is specified, then within thirty (30) days of the date of the Confirmation E-mail, unless there are exceptional circumstances

Risk and Title

Products purchased on this Site are entirely at your risk from the time of delivery. In addition, ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

Price and Payment

The price of any Products will be as quoted on our Site from time to time, except in cases of obvious error. These prices include VAT but exclude delivery costs, which will be added to the total amount due.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation E-mail.

The Site contains a number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch

procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Confirmation E-mail, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Payment for all Products must be by credit or debit card. We accept payment with MasterCard/Diners Club, Visa Electron, Visa, American Express; Switch card/Maestro card (UK issued only), JCB, AirPlus or Solo card. We will not charge your credit or debit card until we confirm your order in a Confirmation E-mail.

Refunds Policy

When you return a Product to us (for instance, because you have cancelled the Contract between us, or because you have notified us that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case; within thirty (30) days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund for delivery of the defective Product.

Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

Products returned by you within the seven-day cancellation period (see 'Consumer Rights' above) will be refunded in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

Limitation of Liability

WE WARRANT TO YOU THAT ANY PRODUCT PURCHASED FROM US THROUGH OUR SITE IS OF SATISFACTORY QUALITY.

OUR LIABILITY IN CONNECTION WITH ANY PRODUCT PURCHASED THROUGH OUR SITE IS STRICTLY LIMITED TO THE PURCHASE PRICE OF THAT PRODUCT. THIS DOES NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY: (A) FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (B) UNDER SECTION 2(3) OF THE CONSUMER PROTECTION ACT 1987; (C) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR (D) FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE, OR ATTEMPT TO EXCLUDE, OUR LIABILITY.

WE ACCEPT NO LIABILITY FOR:

- LOSS OF INCOME OR REVENUE;
- LOSS OF BUSINESS;
- LOSS OF PROFITS OR CONTRACTS;
- LOSS OF ANTICIPATED SAVINGS;
- LOSS OF DATA;
- WASTED MANAGEMENT OR OFFICE TIME; AND/OR
- ANY OTHER DAMAGE OF ANY KIND HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Import Duty

As stated above, we do not deliver Products outside the UK. If you order Products from our Site for delivery outside the UK your order will not be accepted. To the extent that the order is accepted, any Products ordered may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given to Eurodiet Retail UK Limited at our registered address (see [Contact](#) page) or at our email address info@eurodiet.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified above ('Written Communications'). Notice will be deemed received and properly served immediately when posted on our Site, twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Severability

If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us relating to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us whether oral or in writing.

You acknowledge that, in entering into a Contract, you have not relied on any representation, undertaking or promise given by us or implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Assignment

The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks.
- f. The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these terms and conditions

Third Party rights

Unless specifically provided for in a Contract, no third party shall have any right under any Contract.

Our Right to Vary These Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation E-mail (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

Law and Jurisdiction

Contracts for the purchase of Products through our site, and any dispute or claim arising out of or in connection with any such contracts or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.