

# STANDARD TERMS AND CONDITIONS

Please read all these terms and conditions carefully before ordering any products from us.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all you want and nothing that you are not happy with. If you are not sure about anything, just email us on [contactus@chaidirectuk.com](mailto:contactus@chaidirectuk.com).

## Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Chai Direct UK, t/a BUILD-UN LTD (the **Supplier** or **us** or **we**), our company registered number is 09670613, and registered address is 46 Crowshott Avenue, HA7 1HU, Stanmore, United Kingdom. You can contact us by calling us on 07823 699696 or by writing to us at [contactus@chaidirectuk.com](mailto:contactus@chaidirectuk.com).
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

## Interpretation

**Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

**Contract** means the legally-binding agreement between you and us for the supply of Goods;

**Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;

**Durable Medium** means paper or 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 information stored;

**Goods** means the goods advertised on the Website that we supply to you of the number and descriptions set out in the Order;

**Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

**Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

**Website** means our website [www.chaidirectuk.com](http://www.chaidirectuk.com) on which the Goods are advertised and sold.

## Goods

1. The Description of the Goods is as set out in the Website, or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.
2. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
3. All Goods which appear on the Website are subject to availability.
4. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## Using Goods Information

5. While every care has been taken to ensure Goods information is correct, Goods are constantly being reformulated, so ingredients, nutrition content, dietary and allergens may change. You should always read the Goods label and not rely solely on the information provided on the Website.
6. Although Goods information is regularly updated, Chai Direct UK is unable to accept liability for any incorrect information.
7. The images of the products on our Website are for illustrative purposes only. Although we have made every effort to display the images and colours accurately, we cannot guarantee that a Goods' display of the colours accurately reflects the image and colour of the Goods, your Goods may vary slightly from those images.
8. The packaging of the Goods may vary from that shown on images on our Website.
9. We reserve the right to amend the Goods description if required.
10. All weights and sizes are supplied as a guide only and are approximate.
11. Goods which are on special offer or promotion are only available in limited quantities. When stock of a Goods on special offer or promotion runs out, we will no longer be able to supply that item at the special offer or promotion price.

## Personal information

12. We retain and use all information strictly under the Privacy Policy.
13. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## Basis of Sale

14. You can order our products online using our Website- [www.chaidirectuk.com](http://www.chaidirectuk.com).
15. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

16. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
17. A Contract will be formed for the sale of Goods Ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation with the reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
18. Any quotation is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
19. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
20. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with different contract with terms which are more appropriate for you and which might, in some respect, be better for you, e.g. by giving you rights as a business.

## Price and Payment

21. The price of the Good and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing. (Subject to revision for errors).
22. All prices (where applicable) exclude VAT.
23. VAT (where applicable) is calculated in the checkout section when placing your order at the current rate chargeable. If the rate of VAT changes between the time you place your order and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless the payment has already been proceed in full before the change in the rate of VAT takes effect.
24. On the Order Confirmation that you will receive when you place an order, will include the total value for your order including VAT (where applicable) and delivery charges.
25. Your order will only be processed if full payment details are given, so please ensure that the details you provide us with are correct. We cannot accept responsibility for an order being held back as a result of incorrect or invalid payment details being given.
26. Our Website accepts payment by most major credit cards and debit cards.
27. In the event that payment is revoked after despatch and/or delivery of the Goods, we will take the necessary action to recover the payment from you.
28. For orders made through our website, you must pay by submitting your credit or debit card details with your Order and payment will be immediately taken. We use a third-party payment services provider to process payments.
29. Our Goods prices and delivery charges are liable to change at any time.
30. If you experience any difficulties processing your order or with payments, please call us +44 7823 699696.
31. By submitting an order, you are consenting to both our payment service provider and us using your personal data for these purposes. These uses are in addition to any other uses of your personal data that are described in our published Privacy Policy on our web site.

## Delivery

32. We will deliver the Goods, to the Delivery Location by the time or 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 is entered to.
33. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
  - 33.1. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time of the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
  - 33.2. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
34. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments (excluding delivery charges) made under the Contract.
35. If you were entitled to treat the Contract at an end, but do not do so, you are prevented from cancelling the Order from any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments (excluding delivery charges) made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us for which you will bear the cost of this.
36. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the good or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling the rejecting the Order for the rest of them.
37. We do not deliver to addresses outside United Kingdom.
38. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
39. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge reasonable cost of storing and redelivering them.

40. The Goods will become your responsibility from the completion of delivery. You must, if reasonably practicable, examine the Goods before accepting them.

#### Trade

41. Trade customers are subjected to additions and/or amendments to the normal Terms & Conditions due to the nature of the business.
- 41.1. Delivery- The delivery terms are the same
- 41.2. Returns- Returns are subject to approval. Under fair circumstances, returns will be approved and processed as per the normal terms & conditions
- 41.3. Discounts & Bulk Buy- Trade customers benefit with discounts, offers & bulk-buy pricing, for more details email us at [contactus@chaidirectuk.com](mailto:contactus@chaidirectuk.com)

#### Risk and Title

42. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
43. You do not own the Goods until we have received the payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any rights to use the Goods still owned by you, in which case you must return or allow us to collect them.

#### Withdrawal and cancellation

44. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
45. You can cancel the Contract except for any Goods which are made to your special requirements (the **Returns Right**) by telling us no later than 14 calendar days from the day the Contract was entered into, if you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay refund to you the price of the Goods which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for cancellation is any defective Goods. This Returns Right is different and separate from the Cancellation Rights below.
46. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:
- 46.1. foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied or frequent or regular rounds to your residence or workplace;
- 46.2. a newspaper, periodical or magazine except subscription contracts for the supply of them;
- 46.3. goods that are made to your specifications or are clearly personalised;
- 46.4. goods which are liable to deteriorate or expire rapidly.
47. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:
- 47.1. in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- 47.2. 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

48. Subject as stated in these Terms and Conditions, you can cancel this contract under the Consumer Contracts Regulations 2013 within 14 days starting the day on which the Goods came into the physical possession of you the consumer or the person you ask us to deliver the goods to, without giving any reason.
49. The Cancellation period will expire after 14 days from the day on which you acquire, or a third-party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over tie (i.e. subscriptions), the rights to cancel will be 14 days after the first delivery.
50. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement setting out your decision (eg a letter sent by post or email), we will communicate to you an acknowledge of receipt of such a cancellation in Durable Medium (e.g. by email) without delay. In any event, you must be able to show a clear evidence of when the cancellation was made.
51. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of cancellation in the cancellation period

52. Except as set out below, if you cancel this Contract we will reimburse to you all payments received from you, excluding any costs of delivery.

#### Deduction for Goods supplied

53. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result unnecessary handling by you (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: e.g. it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

#### Returning Goods

54. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods to us using the provided information upon acknowledgement of your request to return the goods. In any event not later than 14 days from the day on which

you communicated to us your cancellation of this contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of the returning the Goods, unless the goods were defective upon arrival.

55. For the purposes of these Cancellation Rights, these words have the following meanings:

- 55.1. distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- 55.2. sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both good and services as its object.

#### Faulty Goods

56. Goods returned because they are faulty or defective must be returned in the condition you received them.
57. The following information is intended as a guideline. Wherever possible we will respond to your individual circumstances.
- 57.1. If there is a fault with your product or other defect with your order upon arrival we will normally offer a replacement or repair from us. (Exclusions apply)
- 57.2. On returning faulty items ensure you adhere to the returns guidelines as outlined above. Failure to meet these conditions may result in your return not qualifying for a refund or replacement.
- 57.3. For faulty Products, we will examine them or we may have to return them to the manufacturer for examination.

#### General

58. Chai Direct UK reserve the right to amend these Terms and Conditions for any reason at any time and it is your responsibility as a customer to review these on each occasion you access our website. We have a complete discretion to modify, remove or suspend any part of this site without warning or liability arising from such action.
59. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
60. 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 the respective to Scotland or Northern Ireland. The users of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.
61. Chai Direct UK allows customer to leave reviews, comments and product questions on our website, whilst we reserve the right to remove, reject or edit it at any time.

#### Limit of Liability

62. The supplier does not exclude liability for:
- 62.1. any fraudulent act or omission; or
- 62.2. for death or personal injury caused by negligence or breach of the Supplier's other legal obligations
63. Chai Direct UK is not liable for
- 63.1. any loss which was not foreseeable to both parties at the time when the Contract was made; or
- 63.2. loss (e.g. loss of profit) to Customer's business, trade, craft or profession which would not be suffered by a Consumer – because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession; or
- 63.3. any destruction to your Goods once the Goods are delivered to your nominated delivery address; or
- 63.4. data in relation to your use of the Website

#### Reviews and Complaints

64. Chai Direct UK allows customer to leave reviews, comments and product questions on our website, whilst we reserve the right to remove, reject or edit it at any time.
65. When submitting information to our website as a review, product question or customer comment you understand that what you have submitted is not copyright protected and you are permitting its appearance on Chai Direct UK website.
66. We try to avoid any dispute, so we deal with complaints in the following way:
- 66.1. If dispute occurs customer should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.