

## **B2B Offline Terms & Conditions**

**“We” are Clearwater Hampers Ltd, also trading as hampers.com (“Clearwater” to include any of our subsidiaries). Our registered office is at 36 Innovation Drive, Milton Park, Abingdon, Oxfordshire, United Kingdom, OX14 4RT. Our Company Number is 06167203, VAT Number is 907467994 and AWRS Number XJAW00000101727.**

**“You” are the business customer wishing to purchase goods from us.**

These terms and conditions (“Terms”) apply to the order by you and supply of goods by us to you (“Contract”). No other terms are implied by trade, custom, practice or course of dealing. Please read these Terms carefully as they affect your rights and liabilities under law.

### **1. Agreement**

- 1.1 In response to a request from you, we will provide you with a written quote or proforma invoice (“quote”) for the goods that you wish to purchase from Clearwater. Please check the quote carefully as you are responsible for ensuring that the quote accurately reflects your wishes.
- 1.2 The quote must be accepted by you in writing, at which point the Contract between you and us for the supply of the specified goods will come into existence.

### **2. Amendments**

- 2.1 We reserve the right to update these Terms from time to time.

### **3. Authority to make an order**

- 3.1 You undertake and warrant that the person contacting us with the order and confirming the quote has the authority to commit you to the Contract.

### **4. Our goods and PERISHABLE ITEMS**

- 4.1 The images of hampers and other goods on our website are for illustrative purposes only. Although we have made every effort to be as accurate as possible, sizes, weights, measurements and packaging may vary from that shown on images.
- 4.2 It is your responsibility to ensure the recipient knows that the delivered items contain perishable goods that have specific storage requirements and must be opened immediately and stored appropriately.
- 4.3 We do not accept any liability for spoiled products if any items are not stored in the correct manner from delivery.

### **5. Delivery**

- 5.1 After providing you with a quote, we will discuss and agree with you an appropriate target delivery date. If no target date is agreed, delivery will be within a reasonable time (subject always to clause 11.2 below).
- 5.2 Where you request a specific date for delivery, and we accept that request in writing, we will use our reasonable efforts to deliver our goods on the requested delivery date.
- 5.3 Where delivery is to an international address, delivery times may be subject to delays caused by customs or other agencies beyond our control.
- 5.4 As Clearwater is dependent on the services of third party carriers and the actions of third parties, we do not accept any liability for any delays that might occur.
- 5.5 We or our courier may require an age appropriate person to accept delivery of the goods.
- 5.6 Our courier will normally attempt delivery up to 3 times. If, after these attempts, it has been unable to deliver to you for whatever reason, the goods will be returned to us.
- 5.7 If either:

5.7.1 the goods are perishable, or

5.7.2 the delivery is outside of the UK

we cannot make any refund to you for the cost of the goods or attempt any further redelivery once the goods have been returned to us after failed delivery attempt(s).

5.8 If either:

5.8.1 the goods are non-perishable; or

5.8.2 the delivery is within the UK

we can arrange for re-delivery, subject to the payment by you of such reasonable fees (including administration fees) as we shall tell you will be payable.

5.9 If the failure to deliver arises because of a fault by us or our courier, then we shall arrange a redelivery at no cost to you (including of any perishable goods).

5.10 Delivery is complete once the goods have been delivered to the address given to us by you for delivery. You will have the risk for the goods once they have been delivered. We accept no liability if you provide an incorrect delivery address and we deliver to it.

## **6. Protecting Your Security**

6.1 We take the risk of internet fraud/credit card fraud seriously. There is a possibility we may contact you to make security checks and we ask for your co-operation. By accepting these Terms, you consent to such checks being made.

## **7. Indemnity**

7.1 You agree to fully indemnify, defend and hold us and our officers, directors, employees and suppliers harmless immediately on demand from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of this Contract.

## **8. Cancellation**

8.1 Once a verbal/written agreement has been made to us (via your Account Manager) of your intention to purchase, the contract is legally binding and full payment may still be required even if the delivery of goods are no longer required. At the discretion of Clearwater we may consider refunding some or all of the order if products can be resold by us.

## **9. Returns policy**

9.1 Under these Terms, hampers bought from Clearwater cannot be returned. Once the quote is accepted by you, and a Contract exists between us, the Contract may not be terminated (other than as expressly provided in clause 16.2). For the avoidance of doubt, cooling off periods do not apply to B2B orders.

## **10. Faults and Damaged Goods**

10.1 You must tell us of any hamper that is delivered damaged or that has defective contents as soon as possible after delivery, and (subject to clause 10.2) in any event within 14 days of delivery.

10.2 If goods are perishable, you must tell us promptly of any faults with or damage to the goods delivered to you. If, because of a delay by you in telling us, we are not able to assess the goods for the faults or damage that you have identified (because, for example, of natural deterioration of perishable products), we shall deem such goods as **not** damaged or faulty on delivery.

10.3 Notification must be made to your Account Manager with reasonable photographic evidence or other evidence reasonably acceptable to us, or such evidence as we reasonably request. We reserve the right to require the damaged item(s) or whole hamper (in our discretion) to be returned to us first using our return service for further inspection, so we can investigate the issue further.

10.4 If we accept that damage has occurred before delivery, or that contents were defective before delivery, we will send a replacement hamper as soon as possible (but subject always to our right to see the damaged goods before agreeing to provide a replacement).

10.5 A replacement will be of the same type of hamper, or an alternative hamper of the same value or higher.

## **11. Price and Payment**

11.1 Payment shall be made by you at the same time as you accept the quote by credit or debit card (Visa/MasterCard, American Express, Maestro) unless you have a credit account previously arranged with us.

11.2 Where you are paying by card, all payments must be received in full before any goods will be prepared for despatch.

11.3 All payments for an agreed credit account are due and payable by 28 days from the date of invoice, unless an alternative time for payment is specifically agreed by us in writing at the time of the quote. All credit accounts shall be paid by bank transfer unless we have specifically agreed an alternative method of payment. Interest will be charged on all overdue amounts at a rate of 1.5% per month from the due date.

11.4 Any discounts offered by us in any quote will apply only to amounts paid fully and properly within the correct time for payment under these Terms. Failure to make payment timely may result in a discount being withdrawn. If a discount is withdrawn, you shall be liable to pay the additional amounts to us immediately on demand.

11.5 The price of the goods normally includes delivery charges for UK deliveries. For international deliveries, the delivery charges will depend on the destination and we will tell you what the charges will be. We will always tell you if there are any delivery charges to pay in addition to the price of the goods.

11.6 Title to goods remains with Clearwater until all sums due are paid in full.

11.7 Our hamper range is reviewed regularly. Purchasers are advised to check and confirm prices of hamper orders prior to requesting a quote. We reserve the right to amend prices from time to time.

11.8 Prices in a quote will be valid for 30 days from the date of the quote, or for such other period as is specified in the quote.

## **12. Value Added Tax**

12.1 VAT shall be additionally payable by you at the applicable rate chargeable at the relevant time. All prices that we quote to you shall normally identify the VAT payable; we will normally give you both ex-VAT and VAT inclusive figures in our quote.

## **13. Eligibility to Purchase**

13.1 If you are an individual, to be eligible to purchase goods from Clearwater Hampers and enter into the Contract you must 18 years of age or over.

13.2 By offering to purchase goods and services you authorise us to transmit information (including updated information), and to obtain information from third parties, including but not limited to, administrators of the payment method selected.

13.3 It is a criminal offence to purchase or attempt to purchase goods with a stolen credit card, or with stolen personal details, or with a false name. We will take appropriate action if we discover any person is attempting to fraudulently purchase goods from our website.

13.4 We reserve the right to withhold goods and terminate any account details with anybody whom we suspect of fraudulent practice and / or breach of these terms and conditions.

13.5 You confirm that you are authorised to use the payment method you select. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card does not authorise payment to us, we will not be liable to you for any delay or non-delivery.

**14. Our liability: your attention is particularly drawn to this clause**

14.1 We only supply the goods for internal use by your business. You agree not to use the goods for any resale purposes.

14.2 Nothing in these Terms limits or excludes our liability for:

14.2.1 death or personal injury caused by our negligence;

14.2.2 fraud or fraudulent misrepresentation;

14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

14.2.4 any other liability that cannot be limited or excluded by law.

14.3 Subject to clause 14.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.3.1 any loss of profits, sales, business, or revenue; or

14.3.2 loss of business opportunity; or

14.3.3 loss of goodwill; or

14.3.4 any indirect or consequential loss.

14.4 Subject to clause 14.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% of the price payable under the relevant Contract.

14.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

**15. Privacy Policy and Data Protection**

15.1 We treat all personal information as confidential and process personal data in accordance with relevant data protection legislation in force from time to time. Please refer to our [Privacy Policy](#) for more information on what personal data we hold, what we do with that data and how long we will keep it. We are registered with the Information Commissioner's Office (see [ico.org.uk](http://ico.org.uk)).

15.2 In relation to personal data given as part of the supply of goods, including performing the Contract, we act as a data controller. You confirm that you will at all times comply with your obligations under data protection legislation, and that you shall have the appropriate and necessary consents and/or approvals to provide the personal information to us that you give in respect of the Contract. All personal data that you give us shall be correct and up to date. We

may share the personal data that you give us with a third party for the purposes of performing this Contract, including to facilitate the delivery process of the goods ordered.

## **16. Events outside our control**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an act or event beyond our reasonable control ("Event"). If an Event takes place that affects the performance of our obligations under the Contract:

16.1.1 we will contact you as soon as possible to let you know; and

16.1.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event. Where the Event affects our delivery of goods to you, we will arrange a new delivery date after the Event is over.

16.2 You may cancel the Contract affected by an Event that has continued for more than 30 days. To cancel, please contact us in writing.

## **17. Communications**

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 A notice or other communication given under or in connection with this Contract must be in writing and delivered personally, by pre-paid first class post (or other next day delivery service) or email. If delivered personally, it shall be deemed received on signature of a delivery receipt or at the time that the notice was left at the proper address. If sent by post or delivery service, it shall be deemed received at 9am on the second working day after posting. If sent by email, it shall be deemed received at 9am on the next working day after transmission.

17.3 Nothing in this clause shall apply to the service of any proceedings or other documents in any legal action.

## **18. Severance**

18.1 If any part of the Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

## **19. Waiver**

19.1 No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **20. Third party rights**

20.1 This Contract is between you and us. No other person has any rights to enforce any of its terms.

## **21. Entire Agreement**

21.1 These Terms set out the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. For the avoidance of doubt, the Important Information listed below and on our website do not form part of the Terms.

## **22. Law and Jurisdiction**

22.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction.

## **IMPORTANT INFORMATION**

### **Food & Drink**

To make the most of the goods content, we recommend that the food and drink items are consumed as soon as possible after delivery. Some items can be kept for many months, but some require immediate consumption & refrigeration; these include but are not limited to cheese, fruit, bread, meats & fish. It is the purchaser's responsibility to ensure the recipient is aware that the gift should be opened immediately if it contains perishable goods. We cannot accept liability for spoiled products if the items in the order are not stored in the correct manner once delivered.

### **Allergens**

Please note that that food items may contain allergens such as nuts, egg, milk & gluten.

In addition, you must be aware that our hampers are stored and packaged in environments in which nuts may be present. Details of ingredients of any item are as supplied by the manufacturer, are shown on manufacturers' packaging and/or on our website(s) and are available on request.

### **Alcohol**

Many of our gifts contain alcohol, therefore the minimum age to order from Clearwater is 18 years of age regardless of the contents. Where the gift contains alcohol, the recipient of the delivery must be over 18 years old. We may also require proof of age to be supplied by the person accepting delivery of the goods.

It is an offence for an under 18 year old to purchase or attempt to purchase alcoholic liquor under the Licensing Act 2003.

### **Delivery**

We aim to deliver our goods on your requested delivery date where possible. However, neither Clearwater nor our carriers guarantee any time or date of delivery: there are sometimes events beyond our control that may affect the delivery date and normal transit times.

We will do everything we reasonably can to arrange delivery on the date requested and we have a very high success rate in achieving delivery on customers' preferred date. We do however recommend that you select a preferred delivery date allowing for any possible delays, including the recipient not being home when delivery is attempted.

If your order confirmation for a pre-Christmas delivery only arrives within the last 7 days prior to our cut-off for Christmas delivery we may not be able to offer you a preferred delivery date. For the UK, we may offer a pre-Christmas delivery slot; an approximate date will be confirmed by your account manager in this circumstance. In respect of international deliveries, we will tell you what we can offer you regarding delivery timings.

For orders that involve delivery to multiple delivery addresses, you will be required to complete an order template. The template, which will be provided to you by your Account Manager, contains the required fields recognised by Clearwater's order system for importing address information. This is to ensure that we have the addresses in a format that is approved by the carriers. For this reason, the information must be provided in this format. Failure to do so may delay the dispatch of your order. Clearwater are not responsible for any delivery issues which occur due to incorrect information and/or information provided in the incorrect format.

Our third party contracted carriers may give the recipient additional delivery options via text or calling card. Clearwater are not responsible for any changes or agreements relating to deliveries made between the recipient and a courier that were not part of the original order.

The couriers will normally make up to 3 delivery attempts and then, subject to holding the parcel for a limited time, will send it back to Clearwater. If we are then requested by you to re-send or redirect the goods, there may be additional charges and an administration fee payable by you. If the goods were perishable, we will be unable to resend or redeliver them.

In the event of non-delivery due to an incorrect address or other recipient information supplied by you, or if the recipient refuses to accept the parcel, Clearwater reserves the right to charge an administration fee and additional delivery cost for re-directing or arranging return or re-sending the order.

We will refund the cost to the purchaser of returning any item if the item was faulty or damaged prior to delivery.

We offer delivery tracking on most orders from despatch to delivery. Where available, this tracking information is updated regularly by our couriers and available on request from the Account Manager. It may also be available through our gateway portal.

Clearwater will always do our best to ensure we have up to date delivery information, however we cannot guarantee accuracy or availability of delivery tracking information as we rely on third parties for this information.

Subject to the following paragraph, notification of damage or non-delivery must be made in writing to Clearwater within 14 days of the due delivery date. We will not accept claims for compensation or refunds after this period.

For perishable goods, notification of damage or non-delivery must be made urgently (and followed up in writing). If due to delay, we are unable to investigate any damage to goods (due to natural deterioration), we will not accept liability for that damage.

For deliveries to hospitals, universities, colleges, military bases, work addresses etc., please be aware that the driver is required only to deliver to the address on the label – not directly to the recipient. We cannot be held responsible for delays between the parcel being delivered to the address and being received by the recipient. Delivery to these locations (and other commercial locations) is not available on non-working days.

Please check that hospitals will allow deliveries of food, drink or flowers to the relevant ward and ensure the ward details are entered when completing the address details. For deliveries to blocks of flats, it is important that the driver can gain access for a card to be left or to attempt delivery. Unfortunately, we are unable to arrange delivery to PO Box or BFPO addresses or similar.

**BANK & PUBLIC HOLIDAYS** - We are unable to delivery on UK Bank Holidays or deliver internationally on public holidays in the relevant delivery country.

Remote or regional addresses will take longer to deliver to than city locations, so please allow up to 7 working days for delivery to these addresses. Clearwater will not be liable for any compensation or refunds claimed for not meeting specific delivery date as these are given as a guide only.

### **International Deliveries**

In addition to the delivery information above, the following information relates to international deliveries.

We despatch our hampers for delivery around the world subject to available destinations for each hamper as shown. Due to the sensitive nature of importing food products and the inconsistency of customs regulations by border controls, we regret that we are unable in any circumstances to refund delivery charges or the cost of the hamper in the event of a failed delivery outside the UK.

Some products available for international delivery are despatched in the country to be delivered using a third-party supplier in that country. Whilst we maintain a high-quality service and product availability in the UK, we are unable to guarantee availability or service standard of our third-party suppliers. All our third-party suppliers must maintain a level of service and quality expected by Clearwater.

A telephone number (either local or mobile) for the recipient must be provided to Clearwater upon order, which we will pass onto the third party supplier to contact for delivery purposes only. As with UK deliveries, we do our best to achieve delivery on a certain date, however the actual delivery date is beyond our control and will depend on location, availability and local delivery processes in the international delivery country.

### **VAT**

Applicable VAT is payable on hampers despatched by Clearwater dependent upon the country and tax authority of the destination territory, not the country of the customer. VAT is chargeable in the EU, so for hampers despatched to the UK & Europe except for the following countries: Channel Islands, Andorra, Monaco & San Marino. VAT is not charged on any of our items if delivered outside the EU, regardless of where you are situated when the item is ordered.

We take advantage of the HMRC rules for the VAT sales tax relating to 'mixed good supplies' and to 'linked goods supplies concession'. These allow VAT, (including that on any despatch cost included in the total hamper price) to be charged in proportion to the amounts of VAT-able and non-VAT-able items in the hamper. The overall VAT rate may therefore be less than 20% or the prevailing standard VAT rate.

### **Customs clearance and paperwork**

Orders with a delivery address outside the UK (not sent out by our third party international agents) may be subject to opening and inspection by local customs authorities.

In respect of such orders the recipient is deemed to be the importer of the goods and must therefore comply with all the laws and regulations of the country into which the goods are being delivered and be subject to import duties and taxes. As long as Clearwater is notified before payment of any import duties, we will be responsible for settling such charges. However, these import duties cannot normally be reimbursed once the charges have been paid by a third party.

Although this does not normally cause delays, the timing of customs clearance is outside the control of Clearwater or our international carriers (currently DHL International) and therefore we are not liable for claims for any delay or damages to parcels due to custom delays or checks. Under world-wide shipping conventions, paperwork including a proforma invoice (with a minimal value and stating that the parcel is a gift) has to be attached to the parcel.

### **Bulk deliveries by Pallet**

For large orders destined for delivery to one business location, your account manager will organise a pallet delivery with our bulk delivery couriers to ensure a timely delivery of all hampers rather than sending through our usual courier network. A preferred time and date may be requested with your account manager which we will do our best to meet, however there are sometimes events beyond our control that may affect the delivery date and normal transit times.

Such deliveries will generally take place by an articulated lorry, please ensure to inform your account manager prior to your requested delivery date if you envisage any difficulties gaining access to the delivery location such as narrow roads, lack of parking/loading bays or road closures etc. In such an instance we will do our best to make alternative arrangements. Should such information not be made clear prior to the attempted delivery, Clearwater will not be held responsible for delayed or failed delivery.

The driver is not obligated to remove the hampers from the pallet on your behalf, equally if the delivery location is beyond the ground floor the driver is not obligated to distribute the hampers directly to the location.

Unless authorised prior to delivery attempt, the driver will require a signature on delivery, someone should be available at the specified delivery time to sign for the goods, the driver is not obligated to wait for any length of time. Should no one be available, the driver will return the goods to us, any subsequent re-delivery or re-direction request will be chargeable. Alternatively, we can instruct the driver to leave in a safe location by prior arrangement. Goods left will be left at your risk.

### **Testimonials**

From time to time we may use testimonials and company branding to showcase the clients we work with and the services we are able to provide. Please do contact your Account Manager by Phone/Email if you would prefer for your company to be opted out of this.

If we do not have confirmation from you that you wish to opt out, we will deem this as permission to go ahead with any promotion we see fit mentioning your company's name as a customer of Clearwater.



### **Samples**

Samples may be provided for potential large multiple corporate orders. These remain the ownership of Clearwater until an order has been placed or the account manager has acknowledged in writing that these samples can be kept without charge. Failure to return samples after 28 days will result in an invoice being produced at full retail value.

### **Hamper listings**

While photography and descriptions are intended to be accurate, plates, glasses, boxes and other props shown in photographs may not be included in a hamper unless specifically listed in contents.

Clearwater reserves the right to substitute items of equal or greater value if, for any reason, those stated are unavailable at time of despatch.

### **Gift Messages**

Every gift ordered from Clearwater either over the phone, by email or on our website(s) has the option to leave a gift message. This should be provided to your account manager along with the rest of the order details. This message is then included on the delivery label which in most cases (apart from international third party despatches) is stuck on the top of the delivery box where the delivery address can be found.

It is hidden from view with the words 'Peel Back the Label For Sender's Gift Message' in red.

From January to October, the gift message may also be included inside the gift. This gift message is free and part of our added value service, however we cannot accept liability for the contents of the message, nor can we promise that it will be included inside or on the gift. Our third party international agents will attach a gift message to the hamper in a similar way to Clearwater, however this again is not guaranteed.

There is also the option to include a branded gift card if desired. Please ensure you inform your account manager prior to accepting the quote and provide a jpg file of your logo. Any gift message provided for large corporate orders should be generic and not individually addressed to the recipient. Gift cards cannot be added later than order stage.

It is also possible to send us a gift card or similar paraphernalia to be packed within the hamper if pre-agreed with your account manager and sent in a minimum of 7 days before your requested delivery date. Unless already authorised by your account manager failure for such material to be received by our workshop before this time may result in it not being used. If we return this material to you, you will be liable for the costs of us so doing. Again, such material should be generic and not include individual recipient names on either the card or any envelope you wish to provide. Clearwater will not be responsible for any material not included in any delivery due to our requirements not being adhered to.

### **Copyright**

All photographs, copy, images, graphics contained within the website(s) or within a quotation from your account manager are the wholly owned property of Clearwater.

**Any parties found to be using or copying without written permission in advance any element of this website(s) including our products or product descriptions will be deemed to be infringing our copyright.**

### **Complaints**

We take complaints very seriously. In the first instance, please submit your complaint in writing to your Account Manager either Laura Knox at [laura@hampers.com](mailto:laura@hampers.com) or Mark Wright at [mark@hampers.com](mailto:mark@hampers.com) or call us on 01235 604955. We will respond as soon as possible.