

KADODE Kampot Pepper UK

Terms & Conditions

Welcome to the Kadode Kampot Pepper UK website terms and conditions for use ("Terms"). These Terms apply to the use of this Website and by accessing this Website and/or placing an order for Products you agree to be bound by the Terms set out below. If you do not agree to be bound by these terms and conditions please do not use our Website.

Before you place an order with us, if you have any questions relating to these terms and conditions please contact the office by email at Info@Kadodepepper.co.uk or call us on 0208 985 7795. We are open between 9.30am and 5pm Monday to Friday.

PART A

Online Store Terms / Definitions

"Personal Information" means the details provided by you upon registration;

"Product" means a product displayed for sale on the Website;

"We/us" means The Liminal Project Ltd. trading as KADODE Kampot Pepper UK with Company Reg. Number 08492964;

"Website" refers to the website located at www.Kadodepepper.co.uk or any future URL which may replace it;

"You" means a user of this Website.

PART B

USE OF THE WEBSITE

1. Access

You are provided with access to this Website in accordance with these Terms and any orders placed by you must be placed strictly in accordance with these Terms. Our Website is only intended for use by people resident in the Served Countries. We do not accept orders from individuals outside those countries.

2. Registration

By registering as a user of our Website, you warrant that:

- (a). The Personal Information which you provide upon registering as a user is true, accurate, current and complete in all respects; and
- (b). You will notify us immediately of any changes to the Personal Information via the '**my account**' feature of this website or by emailing Info@Kadodepepper.co.uk , or calling us on 0208 985 7795.
- (c). You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

3. Our rights

We reserve the right to:

- (a). Modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- (b). Change these Terms from time to time in accordance with **PART P 'Our Right to Change these Terms'**. If you do not agree to such amended terms, you must stop using the Website. If you continue to use the Website you will be deemed to have accepted the amended terms.

PART C

PURCHASE OF PRODUCTS

1. Orders

By placing an order through our Website, you warrant that you comply with the following:

- (a). Legally capable of entering into binding contracts;
- (b). Are at least 18 years old;
- (c). Resident In either the UK or EIRE
- (d). Accessing our Website from either of those countries

2. Contract between you and us

(a). After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this 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 that confirms that the Product has been dispatched (the "**Delivery Confirmation**"). The contract between us ("Contract") will only be formed when we send you the **Delivery Confirmation**.

(b). The Contract will relate only to those Products whose dispatch we have confirmed in the **Delivery Confirmation**. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate **Delivery Confirmation**.

(c). Non-acceptance of an order may be a result of one of the following:

- Stock unavailability
- Inability to obtain payment authorisation of your transaction
- Pricing or Product description error.
- You do not fulfil the order eligibility criteria set out in these Terms.

(d). If you do require any information regarding orders you have placed with us please call us on 0208 985 7795 or write to us at the following address:

Customer Services
KADODE Kampot Pepper UK
79A Elderfield Road
London
UK
E5 0LE

PART D

CONTRACT CANCELLATION

Cancellations / Returns / Refunds

1. You may cancel a Contract at any time within 14 days, beginning on the day after you received the Product(s). In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy.
2. To cancel a Contract, you must inform us in writing, email will suffice to Info@Kadodepepper.co.uk. You must also return the Product(s) to us immediately and at your own cost and risk. Please take reasonable care of the Products while they are in your possession. This provision does not affect your statutory rights (For specific Returns details please refer to the Returns Policy document).

PART E

DESCRIPTION OF PRODUCTS

Products

1. We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We will confirm the price of a Product in the Dispatch Confirmation.
2. Every care has been taken to ensure that the description and specifications of the Products are correct. However while the colour or photo reproduction is a close representation, a slight variation in the actual Products may occur.

PART F

PRICE AND PAYMENT

1. The price of any Products will be as quoted on our Website, except in cases of obvious error. These prices exclude delivery costs, which will be added to the total amount due.
2. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Delivery Confirmation.
3. Every effort has been made on this Website to ensure that shopping online is safe and secure. KADODE Kampot Pepper UK (i.e. The Liminal Project Ltd.) cannot be responsible for the fraudulent use on our Website of a lost credit card, but will assist your credit card company where necessary once you have reported the fraud to them.
4. Please also note that you must comply with all applicable laws and regulations of the UK or EIRE for which the products are destined. We will not be liable for any breach by you of any such laws.

PART G

DELIVERY

1. From receipt of your order and payment in full we aim to process and despatch within two working days, stock permitting. Standard Delivery itself may be between 3 to 5 days maximum.

2. For stock purposes, each item requested constitutes an individual order. We will always attempt to consolidate multiple orders in one shipment. Due to stock and packaging requirements, Products may occasionally be shipped over several days and in more than one package.

3. If you require further information please see our '**Shipping**' page.

PART H

RETURN OF GOODS

See **Returns Policy** document.

PART I

THIRD PARTY WEBSITE LINKS

1. Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed any of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

PART J

PRIVACY POLICY

1. We process information about you in accordance with our **Privacy Policy**. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate. For specific information please refer to our separate **Privacy Policy** document.

PART K

MULTI-BUY OFFERS

Multiple Items

1. Multi-buy offers (for example, '**The Tricolour**') only apply to those products to which the multi-buy offer applies and are clearly displayed as such.
2. Multi-buy offers are not valid when used in conjunction with any other promotions.
3. The multi-buy offers do not include gift wrapping or postage, which are charged in addition to the price of the Products.
4. If any Products which form part of a multi-buy offer are returned to us for a refund, you will be refunded the full price of that item less the total discount given in the offer. If any Products which form part of a multi-buy offer are returned for exchange with an item not included in the same multi-buy offer, you will be charged the difference between the discounted price and the full price item.

PART L

PROMOTIONAL DISCOUNTS

1. Promotional discounts and discount codes are not exchangeable for cash and can only be used once per transaction.
2. Promotional discounts and discount codes offered by the Website are valid only for use as part of a purchase made via the Website, unless otherwise stated.
3. If you return to us for a refund a Product which has been purchased with a promotional discount code, we will refund to you the full price of that item minus the level of discount provided by the promotional discount code.

PART M

COMPETITIONS

We may operate competitions from time to time that are governed by specific terms and conditions relevant to each individual one.

PART N

LIABILITIES

Our Liability

1. We warrant to you that any Product purchased from us through our Website is of satisfactory quality and fit for all the purposes for which products of the kind are commonly supplied.
2. We will not accept responsibility for a failure to comply with specific care instructions stated in the Product or within the Product's packaging.
3. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.
4. This does not include 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.
5. We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
 - (a). Loss of income or revenue;
 - (b). Loss of business;
 - (c). Loss of profits or contracts;
 - (d). Loss of anticipated savings;
 - (e). Loss of data
6. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

PART O

EVENTS OUTSIDE OUR CONTROL

Non-Liability

1. 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").
2. 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; and
 - (f). The acts, decrees, legislation, regulations or restrictions of any government.
3. 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.

PART P

GENERAL

1. Intellectual property and right to use

- (a). Unless otherwise stated, the copyright and other intellectual property rights in the content on the Website are owned by KADODE Kampot Pepper UK (i.e. The Liminal Project Ltd.) or our licensors. Any access or use of the Website for any reason other than your personal, non-commercial use is prohibited.
- (b). No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or Website without our prior written permission.
- (c). You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a purchase of Product(s)) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited.
- (d). You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

2. Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

3. 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 email 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.

4. Notices

All notices given by you to us must be given to KADODE Kampot Pepper at 79A Elderfield Road, London, E5 0LE. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in **Part P, General '3. Written Communications'** above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three 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 email that such email was sent to the specified email address of the addressee.

5. Transfer of rights and obligations

- (a). The contract between you and us is binding on you and us and on our respective successors and assigns.
- (b). 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.
- (c). 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.

6. Severance

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

7. Waiver

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

8. Entire Agreement

We intend to rely upon these Terms and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

9. Our Right to Change these Terms

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 **Delivery Confirmation** (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).

10. Law

These Terms and the Contracts shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England. Any dispute or claim arising out of or in connection with the Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

PART Q

CONTACT DETAILS

Any questions relating to the Terms and Conditions please forward to [Info@Kadode Pepper.co.uk](mailto:Info@KadodePepper.co.uk)