



TERMS & CONDITIONS

Welcome to the Indian Curry Pot website terms and conditions for use ("Terms"). Terms apply to the use of our Website. In accessing this Website and/or placing an order for our Products you agree to be bound by the Terms & Conditions we set out below. If you do not agree to be bound by these Terms & Conditions please do not use our Website.

Before you order with us, please refer any questions relating to these Terms & Conditions to us by email: arya@indiancurrypot.co.uk, or call us on 07857 978725. We are a small family business, cooking for our community on a Saturday night and handling all aspects of the spice business ourselves. We promise to respond to your enquiry as soon as possible.

1) DEFINITIONS

- "Personal Information" means details provided by you on registration;
- "Product" means a product displayed for sale on our Website;
- "Serviced Countries" means countries where we sell to, currently the UK only;
- "We/us" means Indian Curry Pot.
- "Website" means the website located at <https://spices.indiancurrypot.co.uk> or any subsequent URL which may replace it;
- "You" means a user of our Website.

2) USE OF THE WEBSITE

2.1 Access

You are given 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 UK. We do not accept orders from individuals outside those countries.

2.2 Registration

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

- (a) the Personal Information which you provide when you register as a user is true, accurate and current
- (b) you will notify us immediately of any changes to your Personal Information by email, or calling us on 07857 978725.

2.2.2 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 in your dealing with us.

2.3 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 clause 17.9 Our Right to Vary 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.

3) PRODUCT PURCHASE

3.1 Ordering

By placing an order through our Website, you warrant that you are:

- (a) legally capable of entering into binding contracts;
- (b) at least 18 years old;
- (c) resident in one of the Serviced Countries; and
- (d) accessing our Website from that country.

3.2 How the contract is formed between you and us

3.2.1 After placing an order, you will receive an email 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 email that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

3.2.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch 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 Dispatch Confirmation.

3.2.3 Non-acceptance of an order may be a result of one of the following:

- The Product you ordered being out of stock.
- Our inability to obtain authorisation for your payment.
- The identification of a pricing or Product description error.
- You not meeting the eligibility to order criteria set out in these Terms.

3.2.4 If you do require any information regarding orders you have placed with us please call us on **07857 978725** or email **arya@indiancurrypot.co.uk**

4) CONTRACT CANCELLATION

4.1 You may cancel a Contract at any time within 14 days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy.

4.2 To cancel a Contract, you must inform us in writing. 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 and obtain proof of postage on returns. This provision does not affect your statutory rights.

5) DESCRIPTION OF PRODUCTS

5.1 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.

5.2 Every care has been taken to ensure that the description and specifications of the Products are correct. However while the colour reproduction is a close representation, a slight variation in the actual Products may occur.

6) PRICE AND PAYMENT

6.1 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 unless stated otherwise.

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

6.3 Every effort has been made on this Website to ensure that shopping online is safe and secure. Indian Curry Pot 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.

6.4 Pricing and VAT outside of the UK

6.4.1 If you order Products from our Website for delivery outside the UK, they 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.

6.4.2 Indian Curry Pot has a policy of charging all customers the same, so that the price paid in pounds sterling is the same wherever customers live (except for the cost of delivery).

6.4.3 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.

7) DELIVERY

7.1 From receipt of your order and payment in full we aim to despatch within three - five working days, stock permitting.

7.2 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 be shipped over several days and in more than one package.

7.3 If you require further information please see our [Delivery & Returns Information](#) page

8) RETURN OF GOODS

8.1 Products purchased via Indian Curry Pot can be returned to us, in their original unopened condition, for a full refund or exchange within 14 days of the date of dispatch.

8.2 When you return a Product to us:

(a) because you have cancelled the Contract between us within the 14 day period above we will process the refund due to you as soon as possible and, in any case, within 30 days of receipt of the returned goods. In this case, we will refund the price of the Product in full, but not the cost of delivery to you. You will be responsible for the cost of returning the item to us with proof of postage.

(b) for any other reason (for instance, because you have notified us in accordance with clause 17.4 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 process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you were entitled to a refund for 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 reasonable cost incurred by you in returning the item to us.

8.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8.4 If you require further information please see our Delivery & Returns page.

9) THIRD PARTY LINKS

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.

10) PRIVACY

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.

11) GIFT VOUCHERS

11.1 Gift vouchers can be redeemed in full at <https://spices.indiancurrypot.co.uk>

11.2 Gift vouchers may not be exchanged for cash.

11.3 Gift vouchers must be used within 12 months of issue.

11.4 When redeeming gift vouchers online you will be required to give the code supplied on the digital voucher. This may be used once only and customers must be registered with Indian Curry Pot website.

11.5 If you have to return Products you have purchased online using gift voucher/s, then in most instances we re-issue a new gift voucher. This does not affect your statutory rights.

12) MULTI-BUY OFFERS

12.1 Multi-buy offers only apply to those products to which the multi-buy offer applies and are clearly displayed as such.

12.2 Multi-buy offers are not valid when used in conjunction with any other promotions.

12.3 The multi-buy offers do not include gift wrapping or postage, which are charged in addition to the price of the Products.

12.4 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.

12.5 Individual items within the multi-buy offer may be substituted by us depending upon availability.

13) DISCOUNT CODES AND MONEY OFF VOUCHERS

13.1 Money-off vouchers and voucher codes are not exchangeable for cash and can only be used once per transaction. Money-off vouchers and voucher codes cannot be used to purchase gift vouchers.

13.2 Money-off vouchers and voucher codes cannot be used in conjunction with any other voucher or voucher code.

13.3 Discounts and promotional discount codes offered by the Website are valid only for use as part of a purchase made via the Website, unless otherwise stated.

13.4 If you return to us for a refund of a Product which has been purchased with a money-off voucher, we will refund to you the full price of that item less the value of the voucher used.

14) PRIZE DRAWS

We may operate prize draws from time to time which are governed by relevant terms and conditions.

15) OUR LIABILITY

15.1 We warrant to you that any Product purchased from us through our Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

15.2 We will not accept responsibility for a failure to comply with specific care instructions stated in the Product or within the Product's packaging.

15.3 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.

15.4 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.

15.5 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; or
- (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 15.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 15.1 or clause 15.3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 15.5.

15.6 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.

16) EVENTS BEYOND 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 a Contract that is caused by events outside our reasonable control (“Force Majeure Event”).

16.2 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.

16.3 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.

17) GENERAL OVERVIEW

17.1 Intellectual property and right to use

17.1.1 Unless otherwise stated, the copyright and other intellectual property rights in the content on the Website are owned by us or our licensors. Any access or use of the Website for any reason other than your personal, non-commercial use is prohibited.

17.1.2 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.

17.1.3 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.

17.1.4 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.

17.2 Legal Compliance

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.

17.3 Written Communication

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.

17.4 Notices

All notices given by you to us must be given to Indian Curry Pot, Sanderlings, Willingham Road, Market Rasen, LN8 3RE. 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 clause 17.3 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.

17.5 Transfer of rights and obligations

17.5.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

17.5.2 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.

17.5.3 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.

17.6 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.

17.7 Waiver

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

17.8 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.

17.9 Our Right to Vary 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 Dispatch 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).

17.10 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.