

ESSENTIAL FOOD HYGIENE

TERMS AND CONDITIONS

Please read all these terms and conditions.

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 that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 0800 9993868.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Essential Food Hygiene a company registered in England and Wales under number 12780394 whose registered office is at Lodge House, Cow Lance, Burnley, Lancashire BB11 1NN with the email address info@essentialfoodhygiene.co.uk; telephone number **0800 9993868**; (the **Supplier** or **us** or **we**).
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. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter a contract and are at least 16 years old.

Interpretation

3. **Consumer** means an individual or a group who intends to order, purchases or uses purchased goods, products, or services primarily for personal, social, family or businesses use.
4. **Contract** means the legally binding agreement between you and Essential Food Hygiene for the supply of the goods.
5. **Delivery Location** means the Supplier's premises or other location where the courses are to be supplied, as set out in the order
6. **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;
7. **Goods** means the courses that are advertised on our website that we supply to you of the number and description as set out in the Order.
8. **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.
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website.
10. **Website** means our website www.essentialfoodhygiene.co.uk on which the Goods are advertised.

Goods

11. The description of the Goods is as set out on the Website, catalogues, brochures, 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.
12. 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.
13. All Goods which appear on the Website are subject to availability.
14. 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.

Personal information and Registration

15. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.
16. We retain and use all information strictly under the Privacy Policy.
17. 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

18. 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.
19. 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.
20. 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 (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
21. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
22. 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.
23. We intend that these Terms and Conditions apply only to a Contract entered by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Price and Payment

24. The price of the Goods 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.
25. Prices and charges include VAT at the rate applicable at the time of the Order.
26. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Risk and Title

27. You do not own the Goods until we have received 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 right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal, returns and cancellation

28. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason providing that the course has not been registered to a learner.
29. The cancellation period will expire after 14 days from the day on which you acquire the goods
30. 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 (e.g. a letter sent by post, email or telephone call). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
31. 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

32. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you,

Timing of reimbursement

33. We will make the reimbursement without undue delay, and not later than 14 days after the day we receive your cancellation.
34. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
35. For the purposes of these Cancellation Rights, these words have the following meanings:
 - a. **distance contract** means a contract concluded between a trader and a consumer under an organized
 - b. 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;
 - c. **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 goods and services as its object.

Conformity

36. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
37. Upon delivery, the Goods will:
 - a. be of satisfactory quality.
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
38. It is not a failure to conform if the failure has its origin in your materials.
39. We will provide the following after-sales service: Telephone and email support

Successors and our sub-contractors

40. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

41. In the event of any failure by a party because of something beyond its reasonable control:
 - a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Privacy

42. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation about your personal information.
43. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (www.essentialfoodhygiene.co.uk/privacypolicy) and cookies policy (www.essentialfoodhygiene.co.uk/cookiespolicy).
44. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
45. We are a Data Controller of the Personal Data we Process in providing Goods to you.

46. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.
 - b. we will only Process Personal Data for the purposes identified.
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organizational measures to ensure your Personal Data is secure.
47. For any enquiries or complaints regarding data privacy, please email: jo.kerry@essentialfoodhygiene.co.uk.

Excluding liability

48. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to the 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.

Governing law, jurisdiction and complaints

49. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
50. 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 respectively Scotland or Northern Ireland.