

TERMS & CONDITIONS

1. Introduction

1.1 Welcome to our website (www.eatjar.store) (the "Website" or the "site")

1.2 These terms and conditions apply to both Business and Personal consumers. For the purposes of these terms and conditions, a "consumer" is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession.

1.3 These terms and conditions (together with our Website Terms of Use, our [Privacy Policy](#)) tell you the legal terms and conditions on which we supply any of the products listed on our Website ("Products") to you. These terms and conditions apply to any contract between us for the sale of Products to you from our Website ("Contract"). Please read these terms and conditions carefully, and ensure that you understand them, before ordering any Products from our site as they will be binding on you. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

1.4 If you find yourself unable to agree to these terms and conditions, please do not use our ordering service and we ask that you do not proceed to purchase any Products listed on the site.

1.5 You will be required to confirm that you accept these terms and conditions when you register with our site and when you order any Products from us. If you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

2. Information about us

The Website is operated by Appleton Assets Management Ltd ("we") trading as The Jar - Healthy Vending. We are registered in England under company number 08879108 and with our registered office at Suite 5, 3rd Floor Sovereign House, 1 Albert Place, London, England, N3 1QB. Our main trading

address is 1 St. Catherine's Mews, London, England, SW3 2PX.
Our VAT number is 318 3395 93.

3. Service Availability

Our site is only intended for use by people who require delivery in London within the M25 and nearby areas. We do not accept orders for delivery outside these locations. Unfortunately, that means we cannot accept orders for delivery to the other UK Mainland areas, Scottish Islands, the Isle of Man, the Channel Islands or the Scilly Isles.

4. Your Status

By placing an order through our site, you warrant that:

4.1 You are legally capable of entering into binding contracts; and

4.2 You are at least 18 years old.

5. How the contract is formed between you and us

5.1 Before an order is placed you will be given an opportunity to verify and correct the Products included in your order. After placing an order via the Website, you will receive an email from us acknowledging that we have received your order. This acknowledgement is for your information and convenience only and 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 if we accept your order (or part of your order) we will indicate our acceptance to you by sending you an email confirming that we have dispatched your order (or part of it) (the "Order Acceptance") and containing a VAT invoice in respect of the Products dispatched. The Contract between us will be formed when we send you the Order Acceptance, whether or not you receive such email.

5.2 The Contract will relate only to those Products confirmed as dispatched in the Order Acceptance. 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 Order Acceptance.

5.3 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5.4 If we are unable to supply you with a Product, for example because that Product is not in stock or is no longer available or because we cannot meet your requested delivery date, we will inform you of this by email and we will not process your order. If you have already paid for the Product, we will refund you the full amount including any delivery costs charged as soon as possible. We may also be unable to supply you with a Product if we discover a pricing error on our Website; please see conditions 8.4 and 8.5 for further information about what happens in these circumstances.

6. Availability and Delivery

6.1 We will deliver the Products to the location set out in your order ("Delivery Location"). Delivery shall be completed once we deliver the Products to the Delivery Location and the Products will be your responsibility from that time.

6.2 Your order will be fulfilled by the delivery date set out in the Order Acceptance or, if no delivery date is specified, then within 14 days of the Order Acceptance. We will try to accommodate preferred delivery dates within our possible delivery time frame; however, we cannot guarantee it. We may deliver your order at any time between the hours of 9.00 a.m. and 6.00 p.m. on working days only. Early mornings are also possible with prior arrangement. If you require a prior call to delivery, we must be informed beforehand. Please see the relevant Product page on our Website for estimated delivery dates.

6.3 Occasionally our delivery to you may be affected by an Event Outside Our Control (as defined in condition 14). See condition 14 for our responsibilities when this happens. We shall not be liable to you for any delay in delivery that is

caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

6.4 We only deliver to London within the M25 and nearby areas. Unfortunately, we cannot deliver to any other locations.

6.5 We do not deliver to PO Box addresses.

6.6 If for any reason we are unable to deliver your order (or any part of it) within the period specified in our Order Acceptance (or if no period is specified then within 14 days of the date of the Order Acceptance), then we will contact you and you may choose to cancel the Contract and receive a full refund. In these circumstances, a full refund shall represent your sole remedy and our sole liability to you in relation to the non-delivery of the Products. If you choose to cancel the Contract for non-delivery under this condition 6.6, you may do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. Any refund due to you will be processed within 30 days of the date of your cancellation.

6.7 All deliveries must be signed for. If we are unable to obtain a signature at the time of delivery, we will leave you a note that the Products have been returned to us, in which case please contact us to rearrange delivery. In these circumstances, we shall not be liable to you for any loss you may suffer because of such non-delivery.

6.8 The delivery charges applicable to the Products are set out on the relevant Product page on our Website. Delivery is free for orders over £150 and costs £25 for orders under £150. However, in some circumstances (for example because the delivery address is particularly remote), a higher delivery charge may be applicable. We will usually inform you of the delivery charges at the time of your order but, if these cannot reasonably be calculated in advance, we will notify you of the delivery charges by email afterwards and give you an opportunity to confirm whether you want to proceed with your order.

6.9 It is your responsibility to ensure that there is sufficient access to the Delivery Location (for example, sufficient door widths) to enable delivery of the Product. Please inform us of any access issues at the time you place the order.

6.10 If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this.

7. Risk and Title

The Products will be your responsibility from the time of delivery. Ownership will pass to you when we receive payment in full (including all delivery charges) for the Products ordered.

8. Price and Payment

8.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

8.2 These prices exclude delivery costs, which will be added to the total amount due.

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Acceptance.

8.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection. If, within a reasonable time after you place your order, we are unable to contact you using the

contact details you provided during the order process, we will treat the order as cancelled and notify you by email.

8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Acceptance, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all Products must be by credit card, debit card, PayPal, credit note or bank transfer. We accept card payments with Mastercard, Debit Mastercard, Maestro, Visa, Visa Debit, Visa Electron and Amex. We will not charge your credit or debit card until we dispatch your order. Paypal payments will be taken at the time you place your order, but the processing of your payment will not constitute our acceptance of your order, which will occur as set out in condition 5.

9. Our Refunds and Returns Policy

9.1 As a consumer, you have the legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") to cancel the Contract at any time up to the date 14 days after the day on which you have received the Products ("Cancellation Period"), subject to certain exceptions listed in conditions 9.6 and 9.7 below. This means that during the Cancellation Period if you change your mind or decide for any other reason that you do not want to receive or keep the Products, you can notify us of your decision to cancel the Contract and receive a refund. For example, if the Contract is formed on 1 January (i.e. the date we sent you the Order Acceptance) and you receive the Products on 5 January, you may cancel the Contract at any time between 1 January and the end of the day on 19 January.

9.2 To cancel the Contract under the Regulations, you must let us know about your decision to cancel. The quickest and easiest way to do this is to contact us [via our website](#), by email or by telephone. If e-mailing to us, please include details of the Contract (such as the Products ordered, the

purchase price and the date of the order) to help us identify it. If you send your cancellation notice [via our website](#), then the cancellation is effective from the date that you sent the query. If you send your cancellation notice via our website or by email, we will email you to confirm receipt and provide a returns number to include with the Product.

9.3 If you cancel the Contract under the Regulations, we will refund the price you paid for the Products and any delivery charges and will arrange for courier collection of the Products at our cost. However, please note that we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we can inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.4 Refunds for cancellations under the Regulations will be completed as soon as possible but in any event within 14 days after the day on which you informed us of your decision to cancel the Contract.

9.5 Except where the Products are defective or not as described, your right to cancel the Contract under the Regulations does not apply to the following:

9.5.1 Products which have been personalised or made to your specification;

9.5.2. Products which have been sourced specifically for you;

9.5.3 Products which are perishable including, without limitation, food and beverages;

9.5.4 Products liable to deteriorate or expire rapidly; and

9.5.5 Sealed Products which are not suitable for return due to health protection or hygiene reasons (including, without limitation, first aid supplies, ear plugs and

masks/respirators), if such Products become unsealed after delivery;

9.6 Unless the Products are defective or not as described (in which case see condition 9.9), you are not entitled to cancel the Contract under the Regulations after the expiry of the Cancellation Period. However, although we are under no obligation to accept a return after the Cancellation Period, we may exercise our discretion to do so, provided that in these circumstances you might not receive a full credit in respect of the price you paid for the Products and your refund may be by way of a credit note. Unless the Products are defective or not as described, no returns will be accepted under any circumstances after the expiry of 28 days following delivery of the Products to you.

9.7 All refunds will be processed to the payment method you used to make the original payment, save that if condition 9.7 applies, you may receive a credit note.

9.8 In addition to your cancellation rights under the Regulations, you have a legal right to reject goods which are defective or not as described. If you wish to return a Product because it is defective or not as described, you must [contact us](#) within five working days of receipt or, if a defect is not immediately apparent, within a reasonable time of discovering the defect. What is considered a reasonable time will depend on the nature of the Product and the nature of the defect and you are strongly advised to inspect all Products immediately on receipt. Provided you notify us in accordance with the above timescales, we will contact you with a returns number and arrange for collection at our cost. Once we have received the Products back to our warehouse, we will inspect them and notify you of the outcome of our inspection by email within a reasonable time. If the Products are found to be defective or not as described, we will refund the price of the Products together with any applicable VAT and delivery charges. We will 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.

9.9 We are under a legal duty to supply consumers with Products that are in conformity with the Contract. As a consumer, you have additional legal rights in relation to goods that are faulty or not as described. These legal rights are not affected by anything in these terms and conditions. Advice about the legal rights of consumers is available from your local Citizens' Advice Bureau or Trading Standards office.

9.10 If you consider there to be a shortage in your order you must [contact us](#) within five working days of delivery, failing which you will be deemed to have received the Products in the quantities ordered and shall not be entitled to cancel the order. You are therefore strongly advised to inspect all Products immediately on receipt. Provided you notify us of the shortage within the required timescale, we will contact you with a returns number and arrange for collection at our cost. We will 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. Products returned by you under this condition 9.10 will be refunded in full together with any applicable VAT and delivery charges.

10. Our liability

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

10.2 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

10.3 Nothing in these terms and conditions shall operate to restrict or limit in any way our liability for:

10.3.1 death or personal injury caused by our negligence;

10.3.2 defective products under section 2 of the Consumer Protection Act 1987;

10.3.3 fraud or fraudulent misrepresentation; or

10.3.4 any matter for which it would be illegal for us to restrict or exclude, or attempt to restrict or exclude, our liability.

10.4 We are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable by you and us. Loss or damage is foreseeable if it is an obvious consequence of our failure to comply with these terms and conditions or if it was contemplated by you and us at the time we entered the Contract.

11. Our use of your personal information

11.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

11.2 Please be aware that if you fail to make a payment to us by the due date for payment, we reserve the right to instruct third-party debt collection agencies to pursue payment of the debt on our behalf or, at our option, to assign to a third party the right to recover that debt. You acknowledge and accept that in these circumstances we will be required to disclose to such third parties such of your personal information held by us in accordance with our privacy policy as may be reasonably necessary for the purpose of recovering the debt, including without limitation, your name, address, the details of your order, your payment details, correspondence between you and us and any other personal information we hold in relation to you or your order.

12. Communication between us

12.1 If you wish to cancel your order in accordance with your consumer rights under the Regulations, please see clause 9 above for details of how to do so. All other notices to be given by you to us must be sent by email to office@eatjar.com or [via our website](#). If you need to speak to us urgently, you

can contact our Customer Services team by telephone on 0203 727 5435.

12.2 If we need to contact you or give notice to you, we will do so using the email or postal address you provide to us when placing an order. If the matter is urgent, we may contact you by telephone, if you have given us your telephone number. We may also post notices on our Website from time to time.

12.3 Notice will be deemed received and properly served: (i) immediately, when posted on our Website; or (ii) 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.

12.4 We will always endeavour to resolve any complaint you may have. However, if we are unable to resolve any dispute which may arise between us, either party is entitled to seek further recourse through the ODR Platform. Financial Ombudsman Service have been sorting out complaints between financial businesses and their customers since we were set up by Parliament in 2001. The dispute resolution services available on the Platform, although neither you nor we are under any obligation to participate.

13. Transfer of rights and obligations

13.1 The Contract between you and us is binding on you and us and on any person we might transfer our rights to.

13.2 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.

13.3 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.

14. Events outside our control

14.1 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 an event outside our reasonable control ("Event Outside Our Control").

14.2 An Event Outside Our Control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

14.2.1 Strikes or lock outs or other industrial action which affect third parties (for example as Royal Mail or other courier or delivery services).

14.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.2.5 Impossibility of the use of public or private telecommunications networks.

14.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control 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 Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.

14.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel, please [contact us](#). If you opt to cancel, you will have to return (at our cost) any relevant Products you have already

received and we will refund the price you paid, including any delivery charges.

15. Waiver

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with condition 12.

16. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

17. Entire agreement

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18. Our right to vary these terms and conditions

18.1 We have the right to revise and amend these terms and conditions from time to time without your consent.

18.2 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 Order Acceptance (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).

18.3 Nothing in this condition 18 restricts or excludes your consumer cancellation rights under condition 9. Advice about the legal rights of consumers is available from your local Citizens' Advice Bureau or Trading Standards office.

19. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England. This does not affect your legal right as a consumer to bring claims in your local jurisdiction.

