



MEL VARVEL t/a TOTALLY WONDERFUEL

TERMS & CONDITIONS OF SALE

Never Knowingly (Under)Pants

If we fail to live up to your expectations, please tell us!

**We can't promise eternal happiness or peace on earth and you may think
beetroot and yeast extract are the foods of the devil.**

**But if you think we've been pants or you don't like one of our products, let us
know and we'll do our best to put things right.**

Contact us anytime: mel@totallywonderfuel.co.uk

Definitions

In this document the following words shall have the following meanings:

"Buyer" means the organisation or person who buys Goods.

"Seller" means Mel Varvel t/a Totally Wonderfuel at 1A Auckland Road,
Christchurch, Dorset, BH23 4HH.

"Goods" means the items to be supplied to the Buyer by the Seller.

The headings in these Conditions are for ease of reference only and shall
not affect their interpretation or construction.

These terms and conditions, plus the menu on the website www.totallywonderfuel.co.uk and the e-mail confirmation of order shall form the entirety of the contract between the parties and no evidence of verbal discussions shall be admissible as affecting the contract terms.

General

The Buyer accepts that these Terms and Conditions shall apply to all sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing before the order is placed. This does not affect terms implied by statute.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties as above) shall be inapplicable unless agreed in writing by the Seller.

A binding contract will be completed between the parties when the Buyer places an order by e-mail to the Seller and the Seller accepts that order by return e-mail. According to normal contract law the Seller reserves the right to reject any such orders placed by the Buyer.

Price and Payment

The contract price shall be calculated according to the current menu at the time the order is placed, which shall be displayed on the website www.totallywonderfuel.co.uk. All prices include VAT, where applicable.

Payment of the price shall be made by the Buyer at the time of provision of the Goods and payment will be required before release of Goods by the Seller.

Sample

Where a sample of the Goods is shown to and tasted by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

Delivery

Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to, the date required by the Buyer. The Buyer shall make all reasonable arrangements to take delivery of the Goods whenever they are tendered for delivery.

If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, it shall become the Buyer's responsibility to arrange collection as soon as possible. The Seller shall have no responsibility if the freshness of the Goods is compromised by delay caused in this way by the Buyer. The full price will still be payable by the Buyer.

Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller on delivery to enable replacement or refund.

Risk

Risk in the Goods shall pass to the Buyer upon receipt of the Goods. Where the Buyer chooses to collect the Goods, risk will pass when the Goods are entrusted to the Buyer or set aside for the Buyer's collection, whichever happens first.

Title

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

Cancellation

Any cancellations of orders must be advised to the Seller, by telephone or e-mail, at least 48 hours before the agreed delivery date in order for the Buyer to be relieved of their contractual duty to make full payment to the Seller; if a cancellation is received between 24 and 48 hours of the agreed delivery time the Buyer will make every effort to re-allocate the Goods prepared to satisfy other orders and the Buyer will only be required to pay for those goods which cannot reasonably be re-allocated. Cancellation within 24 hours before the delivery date will incur the full contract price.

Alternative provider

The Seller reserves the right to instruct a suitable alternative provider to satisfy an order in the extreme event that the Seller is unable, through illness or otherwise, to fulfil the order on time.

Disclaimer

All allergens in our products are clearly labelled on our packaging and our website and it is the responsibility of the purchaser to ensure that the items are suitable for their own consumption, or consumption by anyone to whom they are made available after purchase.

Limitation of liability

The Seller shall not be liable for any economic loss or damage suffered by the Buyer, whether due to the Seller's negligence or otherwise, in excess of the contract price.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence.

Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to illness, acts of God, strikes, accidents, war, fire, or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations in these circumstances. If the delay persists for such time as the Seller or Buyer considers unreasonable, they may, without liability for loss on their part, terminate the contract without any further liability.

Relationship of Parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent or employee of the other.

Assignment and sub-contracting

Any contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred.

Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision excluded.

Rights of Third Parties

It is not intended that any Contract between the Buyer and Seller, either expressly or by implication, shall confer any benefit on any person who is not a party to the

Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply

Data Protection

To the extent that the Seller acts as a data processor in respect of any personal data pursuant to the contract, the Seller shall only process such personal data as is necessary to enable it to fulfil its obligations under the instant contract.