

Terms and Conditions: Fruitful Office Home Box deliveries

Updated: 8th July 2020

By placing an order on our website www.fruitfuloffice.co.uk you are agreeing to the following terms and conditions.

Please read these terms carefully before you submit your order to us. These terms tell you who we are and how the service will work.

The terms 'we', 'us', 'our' or 'Fruitful Office' are each intended as reference to Fruitful Office Ltd, a company registered in the Registrar of Companies for England and Wales with company number 5655624.

1. Order set-up

- All subscription requests received for our Home Boxes are subject to acceptance by Fruitful Office
- To set up an order, please complete the steps on our website www.fruitfuloffice.co.uk to create a new account (including client area on our website) and your order
- Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so by logging into your client area and making the necessary alterations
- Once you press **Confirm order and proceed to payment** you will be redirected to a third-party secure payment provider Sagepay to provide your card details (See the *Payment* section below)
- Once the process is complete you will receive an Order Confirmation email with details of your order and you will be provided with a Customer Number to be used in any correspondence with our Customer Service team
- If you have any difficulties with the order set-up, please contact us on home@fruitfuloffice.com

2. Order changes

- If you wish to make any changes to your order, please do so by logging into your client area on the Fruitful Office website and using the “**your orders**” page
- Because our fruit and vegetables are sourced to order, we can only guarantee changes to an order if requested **by midday, two business days before the scheduled delivery day**. For example, if your delivery day is a Thursday, any changes must be made before midday on Tuesday. Any changes made after this point will still be processed but will only affect deliveries from the following week. See below a table to help you:

Your delivery day	Cut-off time for order changes
Tuesday	By Friday 12:00 (noon)
Wednesday	By Monday 12:00 (noon)
Thursday	By Tuesday 12:00 (noon)
Friday	By Wednesday 12:00 (noon)

- By joining Fruitful Office's Home Box service, you understand that we offer an ongoing weekly delivery service. If you ever want to skip a delivery, you must place the order volume to "0" using the "your orders" page in your account by the cut-off as mentioned above

3. Our Home Boxes

- The fresh produce you receive may vary slightly from their pictures. We believe our Home Boxes always look and taste delicious, but please note that the images of the fresh produce on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflects the colour of the produce
- The produce you actually receive in your Home Box will be based on what is in season and what is available that week. This is to ensure that the produce you receive is the freshest and highest quality possible. We can confirm that the produce is always First-Class category produce – the highest quality category
- It is not possible to tailor the boxes to individual requirements because produce availability and quality varies from week to week. Suggestions can be sent through to home@fruitfuloffice.com
- The packaging of the Home Boxes may vary from that shown in images on our website or in other promotional materials supplied to you

4. Prices

- The price of each Home Box will be the price indicated on the website and is in pounds sterling (£) and includes VAT (if applicable)
- Being basic goods, fruit and vegetables are zero-rated for VAT, meaning no VAT on the Home Boxes. However, please note that if the contents of the box ever do become subject to VAT we would be forced to adjust the price to reflect this
- There are no delivery charges and no other hidden charges

5. Client codes

- If your company is an 'office fruit' client of Fruitful Office's, you may, at our sole discretion, be eligible for a client code
- A client code will enable you to receive a discount on your deliveries during a period of three months starting on your initial order creation date, unless otherwise specified
- We reserve the right to change the offer at any time, but will honour previous code redemptions in these cases

6. Delivery policy

- We will deliver at any time between 8.00 am and 5.00 pm, Tuesday to Friday. Deliveries are more likely to arrive, however, in the morning up to 12.00 noon. You will either receive your deliveries from a Fruitful Office van or a third-party courier service. We cannot guarantee specific delivery slot times
- We are not responsible for delays outside our control, including *force majeure* events which may impact deliveries. If the delivery of the Home Box is delayed by an event outside of our

control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay

- If there is a substantial delay not included in the clause above, please contact us to receive a refund for any Home Boxes you have paid for but not received. Any delay you inform us about is eligible for the following discounts:
 - Next-day delayed delivery: 10% discount on the value of the Home Box delivery
 - No delivery: Full discount on the value of the Home Box delivery
- If no-one is available at your address to take delivery, we will leave your Goods in your nominated "safe place" (as specified in the Delivery Note in your setup form and online client area)

7. Hygiene and allergies

- All fruit and vegetables in our Home Boxes must be given a thorough wash before eating
- If you have any allergies, please ask someone to double-check the box before opening. If this method is still a risk for you, we would recommend you stop the service as soon as possible

8. Payment

- Our website uses a third-party payment provider, Sagepay, for online card payments. When you set up the account, you add your debit card details directly on to the SagePay secure site - no card details are stored on any computers/servers belonging to, or managed by, Fruitful Office. All payment information is transmitted in secure mode and is encrypted
- We accept payment only by Visa or Mastercard debit card
- At this point payment will be taken for your first week's worth of deliveries
- Payment for each subsequent delivery is taken each week before your delivery, after the cut-off point (after midday, two business days before your scheduled delivery day)
- The Home Box must be paid for in full before it is despatched. If payment in full is not received on your card, your Home Box will not be sent to you. If payment does fail we will try to contact you to request an alternative card to make payment. Please keep an eye on the expiry date of your debit card
- Each week you will receive an email to confirm that payment has been successful
- If you need to update or change your debit card details please do so by logging into your client area and navigating to 'your payment details'. Please note that at this point you will be charged for one week's worth of deliveries (which is how we authenticate your card). Subsequent deliveries will follow the usual payment process: two business days before your delivery day

9. Returns and refunds policy

We care an awful lot about the fresh Boxes we send to our customers. If you are in any way disappointed with our Boxes or service, please email us at home@fruitfuloffice.com. Please make sure you use your Customer Number when communicating with us.

Alternatively, you can call us on 0345 643 1615 or write to us at:

Fruitful Office Ltd
 Customer Service team
 Brandon House
 Marlowe Way
 Croydon, CR0 4XS

Quality issues: fresh produce is perishable and sensitive. If you experience a quality issue please send our Customer Service team an email, within 12 hours of your box’s arrival, to home@fruitfuloffice.com with a photo of any damaged produce and we will refund the proportional amount for the damaged portions back on to your debit card. Given the Home Boxes contain perishable items please do not return your box to us by mail.

Delivery delay: please see the *Delivery policy* section.

No delivery: if no delivery has been made please contact our Customer Service team by e-mailing us on home@fruitfuloffice.com.

Our Customer Service team operates between 9:00am and 5:00pm Monday to Friday. We aim to respond to customer service matters within one working day and resolve all complaints within three working days. Calls may be monitored for training purposes and to maintain our high level of quality service. All calls are charged at the national rate.

10. Cancellations

- If you feel you would like to halt or stop the service, you can stop your order easily by logging into your account online and putting all volumes to “0”
- Please note that a cancellation has to be done before the next “cut-off” time (as shown in the table below), or you will receive another Home Box before the cancellation takes effect:

Your delivery day	Cut-off time for order pauses or cancellations
Tuesday	By Friday 12:00 (noon)
Wednesday	By Monday 12:00 (noon)
Thursday	By Tuesday 12:00 (noon)
Friday	By Wednesday 12:00 (noon)

11. Privacy policy

- We promise to look after your personal data in accordance with data protection rules. If you want to learn more, take a look at our **Privacy Notice** here: <https://www.fruitfuloffice.co.uk/help/privacy-notice/>

12. General

- Our trading address is: Fruitful Office Limited, Brandon House, Marlowe Way, Croydon CR0 4XS
- We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the Fruitful Office site and service from time to time. We will post any changes on the Fruitful Office site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the Fruitful Office site or service. Any amendment to our Terms and Conditions will be deemed to apply 6 hours from being updated

- We do not guarantee that our website or services will be uninterrupted or error-free and we will not be responsible for any losses arising from such errors or interruptions. Additionally, we reserve the right to suspend, restrict or terminate access to the Fruitful Office website and services for any reason at any time for repair, maintenance, improvement or other technical reason, and to make changes to them
- These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Fruitful Office site, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions shall prevail. If any of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect
- A person who is not a party to the agreement between you and us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions but this does not affect any right or remedy which exists apart from that Act
- In respect of fraudulent misrepresentation, this agreement (including any documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between you and us (whether written or oral) and sets forth the entire agreement and understanding between you and us relating to the subject matter hereof