

CUSTOMER TERMS AND CONDITIONS

1. Acceptance of Use:

These terms and conditions apply to Carib and Co Brunch CIC website. Throughout this policy, “Site” is used to refer the website.

Please read these terms carefully before using this website (“Site”). Your use of this Site constitutes acceptance of these terms and conditions, which take effect on the first day of use of this Site.

Carib and Co Brunch CIC reserves the right to change these terms and conditions by posting the changes online. Your continued use of this Site after changes are posted constitutes your acceptance of this agreement as modified.

These terms and conditions apply to any site under the control of Carib and Co Brunch CIC and from which a link has been created to these terms and conditions.

If there is a conflict between these Terms and Conditions and/or specific terms of use appearing on this Site relating to specific material then the latter shall prevail.

You agree to use this Site only for lawful purposes and in a manner which does not infringe the rights of, restrict, or inhibit the use and enjoyment of this Site by any third party. Such restriction and inhibition includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive material or disruption of normal flow of dialogue within this Site.

If these Terms and Conditions are not accepted in full, the use of this Site must be terminated immediately.

2. About Us:

Carib and Co Brunch Community Interest Company (CIC) is a registered Community Interest Company limited by guarantee (registered company number 13181848).
Registered office: 20 – 22 Wenlock Road, London, England, N1 7GU

3. Accessing our Service:

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide through the Site without notice. We will not be liable if for any reason any of the Services are unavailable at any time or for any period.

While Carib and Co Brunch CIC endeavours to ensure that the Site is available 24 hours a day, this is not guaranteed. Carib and Co Brunch CIC does not warrant that the functions contained in the material in this Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs.

From time to time, we may restrict access to any or all of the Services, to users who have registered with us. We will use any personal information you provide to use through the Site or which we

collect about you in relation to your use of the Site in accordance with our Privacy Notice (as updated from time to time), which can be found [here](#).

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Customer Terms.

It is your responsibility to ensure that all information (including your name and address) you upload to the Site, is correct and accurate. Ensure that you check all information before making a purchase.

4. Intellectual property rights:

We own, or are the licensee to, all right, title and interest in and to the Service, including all rights under patent, copyright, trade secret or trademark law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof.

Copyright in the material is owned by Carib and Co Brunch CIC, its National Partners and/or its content suppliers. Carib and Co Brunch CIC has made every effort to gain copyright for all written material on this Site. Any person who owns the copyright for material published on this Site, please contact the Carib and Co Brunch team.

Unauthorised use of the material including reproduction, storage, modification, distribution or publication without the prior written consent of Carib and Co Brunch CIC or, where applicable, the respective copyright owner(s) is prohibited. Documents (including information, images, photos, logos, names and icons without the prior written permission of the copyright holders on this Site may not be downloaded, altered or adapted for any purpose except for personal, non-commercial use.

Where you are able to submit any contribution to this Site you agree, by submitting your contribution, to grant Carib and Co Brunch CIC a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution. If you do not want to grant Carib and Co Brunch CIC the rights set out above, please do not submit your contribution to Carib and Co Brunch CIC.

By submitting your contribution to Carib and Co Brunch CIC you warrant that your contribution is your own original work and that you have the right to make it available to Carib and Co Brunch CIC for any or all of the purposes specified above. Furthermore, you warrant your contribution is not defamatory, does not infringe any law, you indemnify Carib and Co Brunch CIC against all legal fees, damages and other expenses that may be incurred by Carib and Co Brunch CIC as a result of your breach of the above warranty and waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

Materials on this Site are provided for the purposes of information or reporting only and should not be relied upon. Independent advice should be sought on financial, legal and medical matters.

Carib and Co Brunch CIC has the right to remove any material or posting you make on this Site at its discretion.

We respect the intellectual property rights of others and we ask our Sellers to do the same. If you are aware that any of your intellectual property rights have been infringed on the Site, please contact us to report the concern.

5. Description of Caribandcobrunch.org.uk:

Please note that when you decide to purchase goods and/or services the resulting legal contract is between you and that Seller and such contract shall comprise of these Customer Terms, the email confirmation of your order and the applicable details on the product page and you agree to be bound by all such provisions.

You should carefully review the Customer Terms, the email confirmation of your order and the applicable details on the product page in relation to the order. If there is any conflict or inconsistency between these Customer Terms and the email confirmation of your order or the applicable details on the product page, these Customer Terms shall prevail to the extent of the conflict or inconsistency.

We cannot give any undertaking, that goods and/or services you purchase from Sellers through the Site will be of satisfactory quality, and this and any other such warranties (whether express or implied) are disclaimed by us absolutely to the fullest extent permitted by law. This disclaimer does not affect your statutory rights against the Seller. Where you order goods and/or services through the Site we may disclose your customer information related to that transaction to the relevant Seller.

We do not review or control, and are not responsible in any way for, listings provided by Sellers and at no time do we possess any items offered for sale by Sellers through the Site.

6. Disclaimer of Warranties and limitation of liability:

(a) To the fullest extent permitted by applicable laws, we disclaim responsibility for any harm resulting from your use of any part of the Service.

(b) The Site are provided “as is” and “as available” and we expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties.

(c) Nothing in these Customer Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

7. How contracts are formed between you and Sellers:

Each order you place shall be deemed to be an offer by you to purchase the goods and/or services specified within it subject to the Customer Terms and the applicable details on the product page.

No order shall be deemed to be accepted by the Seller until we (acting as the commercial agent of the Seller) issue an email acknowledgement of order. The contract between you and a Seller will relate only to those goods and/or services notified in the email acknowledgement of order.

8. Payment methods:

You acknowledge that these Terms and conditions, and/or any transaction made by you via caribandcobrunch.org.uk, do not create or imply any partnership, joint venture or trust relationship between us, you and/or the Seller. The Seller further agrees that it will not seek recourse (legal or otherwise) against you for payment of items if you have validly paid us. All prices shall be shown in the applicable currency and payable in that currency. You accept that some banks may charge you an additional fee for certain transactions (for example, international transactions). You accept that item prices in the currencies displayed do not vary according to your location; delivery charges will vary depending on the destination to choose to have the item delivered. All prices shown on the Site are inclusive of VAT or other sales taxes due in the United Kingdom or the EU. For delivery destinations outside of the United Kingdom, prices do not include other customs duties which will, if applicable, be payable by you.

9. Refusal of transaction:

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

10. Delivery arrangements:

Your shopping basket on the Site displays the goods you have chosen, the Seller who shall provide them and details of postage and packing. The delivery costs for each Seller vary according to the delivery methods they offer. Any delivery times quoted are in working days. Please see Seller's Shipping Information & Delivery and Returns Information.

11. Import regulations and duty:

If you order goods from our Site 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.

12. Returns:

Please see each Seller's Returns & Refunds Policy if you wish to discuss or organise a return, replacement or refund of an item purchased through the Site. Unfortunately some items are non-cancellable and non-refundable, please see Seller's Returns & Refunds Policy for more information.

13. Links to other websites:

Links to third party websites on this Site are provided solely as a convenience to you. Carib and Co Brunch CIC will not be held responsible for the contents or the reliability of linked third-party websites, either to or from Carib and Co Brunch CIC Site, and does not necessarily endorse the views expressed within them. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by our Privacy Notice. You should exercise caution and look at the privacy statement applicable to the website in question. Any website wanting to create a link to any Carib and Co

Brunch CIC Site, or to request a link to be created to them, must contact the Carib and Co Brunch team.

14. Uploading material to the Site:

Uploaded material must not: (i) be defamatory of any person; (ii) contain material which is obscene, discriminatory, offensive, hateful, threatening or inflammatory; (iii) infringe any copyright, database right or trade mark of any other person; (iv) be likely to deceive any person; (v) promote any illegal activity; (vi) be likely to harass, upset, embarrass, alarm or annoy any other person; or (vii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Any material a user uploads to the Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose a user's identity to any third party who is claiming that any material posted or uploaded by such user constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by users. We have the right to remove any material or posting a user makes on the Site.

Carib and Co Brunch CIC may make changes to the materials on this Site, or to the information, products and prices described in them, at any time without notice. The materials on this Site may be out of date, and Carib and Co Brunch CIC make no commitment to update the Materials on this Site. Carib and Co Brunch CIC do not accept liability for any damages whatsoever, including, without limitation, indirect or consequential damages, loss of profits, or any damages whatsoever arising out of, or in connection with the use or loss of use of this Site.

These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes arising here shall be exclusively subject to the jurisdiction of the courts of England and Wales.

Should Carib and Co Brunch CIC receive any complaint with regard to third party material on this Site, it will review the matter and remove material at its sole discretion. Carib and Co Brunch CIC will have no further liability to either party in such instance.

15. Viruses, hacking and other offences:

You must not misuse our Site or any part of the Service by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

16. Waiver:

If we fail at any time to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. 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.

17. Severability

If any of these Customer Terms 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, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Force majeure

Where we or a Seller are prevented from or delayed in carrying out obligations under these Terms and Conditions, due to circumstances beyond our or the Seller's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then either our or the Seller's (as the case may be) performance of its obligations shall be postponed for the period of time that the circumstances continue.

19. Rights of Third Parties

No provision of these Customer Terms shall be enforceable by any third party (which includes for these purposes any third party: employee, officer, agent, representative or sub-contractor of either Carib and Co Brunch or the Seller) under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Nothing in this clause excludes the rights of NOTHS when acting as commercial agent of any Seller.

20. Law and jurisdiction

Contracts for the purchase of goods or services through our Site shall be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England.

21. How to contact us:

If you have any questions about the terms and conditions above, please contact us, Carib and Co Brunch Community Interest Company;

- Address: 20 – 22 Wenlock Road, London, England, N1 7GU
- Telephone:
- Email: info@caribandcobrunch.org.uk

Last Amended: 1st May 2021