

Terms and Conditions

We reserve the right to make changes to this site, the disclaimers and these terms and conditions at any time.

General

- The owner of this web site is Mill Street Chocolate.
- Your contract for purchases made through the Site is with Mill Street Chocolate.
- You agree that e-mail can be used as a long-distance means of communication. Should you have provided your phone number you are giving permission for us to contact you if relevant to the order / query you entered at the time.
- No contract for the sale of any product will subsist between you and millstreetchocolate.co.uk unless and until millstreetchocolate.co.uk accepts your order by way of an e-mail confirming that it has received payment in full for all the goods you have ordered. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time the e-mail is sent, whether or not you receive that e-mail. This confirmation e-mail amounts to an acceptance by millstreetchocolate.co.uk of your offer to buy goods from millstreetchocolate.co.uk.
- You must check that the details on this confirmatory e-mail are correct as soon as possible and contact millstreetchocolate.co.uk should there be any concerns about the details of your order.
- millstreetchocolate.co.uk will use PayPal to process the payments for your order and will process your data in accordance with the terms of our Privacy Policy. Please view this document for further information.
- You undertake that all details you provide to millstreetchocolate.co.uk for the purpose of ordering or purchasing goods or services are correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods or services ordered.
- If there are any changes to the details supplied by you it is your responsibility to inform millstreetchocolate.co.uk as soon as possible.
- You may cancel your order and withdraw from the contract at any time up until the product has been dispatched and you have received our email confirming that dispatch by:
 - Sending the notice of cancellation by email to millstreetchocolate.co.uk quoting your name, address and order number
- Once millstreetchocolate.co.uk receives notification from you that you wish to withdraw from the contract (in accordance with these terms), any sum debited to millstreetchocolate.co.uk via PayPal in relation to your order will be re-credited to your account as soon as possible using their refund system.

Liability

- This section applies only to the extent permitted by law. For the avoidance of doubt, millstreetchocolate.co.uk do not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from millstreetchocolate.co.uk's negligence or wilful default, or that of future employees, agents or subcontractors or (b) fraudulent misrepresentation.
- millstreetchocolate.co.uk does not accept liability (except as detailed out below) for any errors or omissions and reserves the right to change prices, specifications and descriptions of listed items of any sort.
- If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. In the event that you order an item and the price published on the site is incorrect for any reason, we will contact you to let you know the correct price and ask you whether you still wish us to fulfil your order at this price. We shall be under no obligation to fulfil an order for a product which was advertised at an incorrect price. We shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. If you cancel and have already paid for the goods in the circumstances described in this clause, we shall refund the full amount in accordance with these terms
- millstreetchocolate.co.uk will do its best to correct errors and omissions as quickly as POSSIBLE after being notified of them
- To the fullest extent permissible by law this site and contents are provided by millstreetchocolate.co.uk on an "as is" bases and no representations or warranty of any kind (express or implied) are made with regard to the site, content, products or materials including warranties of merchantability and fitness for a particular purpose.
- millstreetchocolate.co.uk and you will only be liable under these terms for losses which are a reasonably foreseeable consequence of the relevant breach of contract.
- Accordingly, millstreetchocolate.co.uk does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the site or for any purchases from millstreetchocolate.co.uk.

Processing of orders

- All prices are shown with relevant taxes included and delivery is specified separately. The full price to be charged including delivery will be shown prior to completion of the order online.
- millstreetchocolate.co.uk aims to arrange shipment of all "in stock" items within 72 hours of receiving your order. Some items may be unavailable. millstreetchocolate.co.uk will contact you if this is the case with a proposed date for the item(s) being dispatched to confirm if you wish to continue with the order.
- Our standard Cancellation Policy applies to all purchases from millstreetchocolate.co.uk

Delivery/title/risk

- The delivery schedule stated for receipt of your order is approximate. Goods will be sent to the address that was given by you in your order and subsequently stated in the order confirmation. Goods will be dispatched in one set of postage, but may be shipped in multiple containers depending on the volumes involved.
- Goods will be shipped only to destinations within the United Kingdom.
- Any product ordered will pass to you once millstreetchocolate.co.uk has received payment in full for that product. Risk in any product ordered will pass upon delivery to you.
- For Christmas Deliveries, we recommend that you order by the 5th December. We will endeavour to dispatch all 'in stock' orders within 72 hours, however we cannot guarantee delivery on or before the 24th December as the post may be delayed.

Miscellaneous

- We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
- We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment.
- No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
- You may not permit, create unauthorised framing of, or deep linking to, the Site or the creation of derivative works thereof from any other website under your management or control.
- In these Terms, 'Intellectual Property Rights' means patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights, together with the right to apply for the protection of any such rights. All Intellectual Property Rights in the Site shall be owned by us absolutely.
- Subject to the licence granted to you to use the Site, millstreetchocolate.co.uk reserves all rights, title and interest in its Intellectual Property Rights in the Site. Any goodwill accruing from use of millstreetchocolate.co.uk under this Agreement will vest in millstreetchocolate.co.uk as appropriate.
- It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law.
- We reserve the right to terminate this Agreement and to suspend or terminate your access to the Site immediately and without notice to you if:
 - you fail to make any payment when due
 - you breach the terms of this agreement (repeatedly or otherwise)
 - you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you when requested by us to do so
 - we suspect you have engaged, or about to engage, or have in any way been involved, in fraudulent or illegal activity on the Site
- The terms may be amended by millstreetchocolate.co.uk from time to time, and the new version will be placed on the Site. For customers purchasing or registering on the Site for the first time, all purchases from the date that the amended terms are placed on our website onwards will be governed by those new terms. Otherwise, changes will be effective for existing users thirty days following the amended version being posted on the Site. Your continued use of the Site following millstreetchocolate.co.uk posting of any changes will constitute your acceptance of such changes.
- These Terms supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement

between millstrectchocolate.co.uk and you relating to your purchase. We will store a copy of the contract entered into by you with millstrectchocolate.co.uk. You are advised to read (and are responsible for reading) fully all information on this website.

- If any provision of these Terms shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms and the remainder of the affected provision shall be unaffected.
- These Terms are subject to the laws and exclusive jurisdiction of the United Kingdom

