

CANABABES FOOD COMPANY LIMITED
Terms and Conditions for the Provision of Catering Services

DEFINITIONS

In these Terms and Conditions and the Agreement the following expressions shall have the following meanings:

1.1 **"Additional Costs"** means such additional costs attributable to the provision of Additional Services to the Customer by Canababes Food Co. Ltd together with ancillary charges for delivery and collection of supplies, storage, corkage and handling charges that may be charged by Canababes Food Co. Ltd from time to time (which shall include VAT where applicable and/or other taxes, duties and appropriate other charges) details of which will be set out in the relevant Invoice.

1.2 **"Additional Services"** means any additional services Canababes Food Co. Ltd may agree to provide to the Customer in accordance with Clause 7 of these Terms and Conditions.

1.3 **"Agreement"** means any agreement between Canababes Food Co. Ltd and the Customer for the provision of Catering Services incorporating these Terms and Conditions including the Schedules, Order, any quotation and Invoices.

1.4 **"Business Day(s)"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.5 **"Catering Services"** means the Catering Services set out in the Agreement together with any Additional Services to be provided to the Customer by Canababes Food Co. Ltd under the terms of the Agreement.

1.6 **"Customer"** means the customer named on/in the Invoice/Order purchasing the Catering Services.

1.7 **"Deposit Invoice"** means an invoice for the deposit paid or payable in respect of the Catering Services.

1.8 **"Event Plan"** the description or specification of the Catering Services provided in writing by Canababes Food Co. Ltd to the Customer including the cost summary applicable for such Catering Services.

1.9 **"Facilities"** means the facilities and/or equipment to be provided by or on behalf of the Customer at the Premises on the Event Date.

1.10 **"Event Date"** means the date and time of the event specified in the Order.

1.11 **"Invoice"** means any invoice issued and/or despatched to the Customer detailing the Catering Services, the Price, Additional Services and any Additional Costs.

1.12 **"Intellectual Property Rights"** patents, rights to inventions, copyright, related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.13 **"Order"** means the order from the Customer to Canababes Food Co. Ltd, which can be placed by telephone and/or by email.

1.14 **"Order Confirmation"** means the confirmation of the Order in accordance with Clause 3.5.

1.15 **"Price"** means the price to be paid by the Customer to Canababes Food Co. Ltd for the Catering Services as specified in the Order Confirmation which shall exclude VAT where applicable and/or other taxes, duties and appropriate other charges.

1.16 **"Premises"** means the premises specified in the Order at which the Catering Services are to be provided.

1.17 **"Canababes"** means Canababes Food Co. Ltd.

1.18 **"Canababes Materials"** has the meaning given in Clause 5.1.4.

1.19 **"Terms and Conditions"** means the terms and conditions set out in this document, which apply to events operated by Canababes Food Co. Ltd.

INFORMATION ABOUT CANABABES

2.1 Canababes Food Co. Ltd operates the website www.canababes.com. Canababes Food Co. Ltd is a company registered in England and Wales under company number 09442830 and with its registered office at 5 Fir Close, Walton-on-Thames, Surrey, KT12 2SX. Canababes Food Co. Ltd.'s VAT number is 233989469.

2.2 To contact Canababes Food Co. Ltd, please see Canababes Food Co. Ltd.'s "Contact" page www.canababes.com/contact-us/

APPLICATION OF TERMS

3.1 Each Order for Catering Services placed by the Customer with Canababes shall be deemed to be an offer by the Customer to purchase Catering Services subject to these Terms and Conditions.

3.2 When an Order is placed by the Customer, Canababes shall issue a quote in respect of such Order (which shall include the Event Plan).

3.3 Any quotation is given on the basis that it is not an offer capable of acceptance, and is only valid for a period of 60 Business Days from its date of issue.

3.4 Once the final quotation is approved by the Customer in writing, Canababes may despatch the Deposit Invoice to the Customer and the Order shall be considered accepted by Canababes.

3.5 No Order placed by the Customer shall be deemed to be accepted by Canababes until the Deposit Invoice is signed and despatched by Canababes or (if earlier) Canababes delivers the Catering Services to the Customer ("Order Confirmation"). Upon Order Confirmation, the Customer and Canababes shall be legally bound in respect of the supply of Catering Services at the Premises on the Event Date on these Terms and Conditions.

3.6 If the Customer wishes to modify an Order (including changes to numbers of guests), it is entitled to do so provided such request to modify is provided in writing no less than 5 Business Days prior to the Event Date. If the Order is so amended by the Customer, a revised quote shall be issued by Canababes and the quotation process described in Clauses 3.2, 3.3, and 3.4 shall apply to such modified Order.

3.7 Subject to any variation under Clause 3.9, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any enquiry, Order, specification or other document).

3.8 No terms or conditions endorsed upon, delivered with or contained in the Customer's Order, specification or other document will form part of the Agreement simply as a result of such document being referred to in the Agreement.

3.9 These Terms and Conditions apply to the Catering Services provided by Canababes to the Customer and any variation to these Terms and Conditions and any representations about the Catering Services shall have no effect unless set out in the Agreement or as expressly agreed in writing and signed by Canababes.

3.10 The Customer shall ensure that the terms of its Order and any applicable specifications are complete and accurate.

CANABABES OBLIGATIONS

4.1 Canababes shall be responsible for:-

4.1.1 providing the Catering Services in accordance with the Event Plan in all material effects at the Premises on the Event Date;

4.1.2 ordering and purchasing of all supplies and equipment (other than the Facilities or those independently arranged by the Customer) used by Canababes to provide the Catering Services. Such supplies to be ordered in the name and on behalf of Canababes and not the Customer and shall remain the property of Canababes;

4.1.3 choosing, preparing and pricing all food and beverages supplied (subject to reasonable prior consultation with the Customer);

4.1.4 providing staff as is required for the provision of the Catering Services and all administration relating thereto;

4.1.5 paying all suppliers with whom Canababes shall enter into contracts in accordance with Clause 4.1.2;

4.1.6 removing Canababes Materials from the Premises after the Event Date ensuring that post event, the Premises are left in at least as clean condition as they were at before the Event Date;

4.1.7 effecting and maintaining insurance cover in respect of the following risks arising from the provision of the Catering Services:

(a) employer's liability cover but not for more than £10 million in respect of any one occurrence; and

(b) public and product liability (including cover in respect of food poisoning and deleterious substances in foodstuffs and beverages due to the negligence of Canababes) but not for more than £5 million in respect of any one incident or period of insurance; and

4.2 Canababes shall have the right to make any changes to the Catering Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Catering Services, Canababes shall only notify the Customer if such change has a material impact on the provision of the Catering Services and/or the Price.

4.3 Specific items on menus, decoration or other items to be supplied by Canababes are subject to market availability and Canababes shall notify the Customer as soon as practicable if any item will not be available on the Event Date.

THE GRANT AND THE CUSTOMER'S OBLIGATIONS

5.1 The Customer grants to Canababes or shall procure the right for Canababes to supply the Catering Services and any Additional Services at the Premises on the Event Date and shall be responsible for:

5.1.1 ensuring the Premises are fit for purpose and enable Canababes to perform the Catering Services in accordance with the Agreement;

5.1.2 where appropriate, preparing the Premises for the supply of the Catering Services;

5.1.3 obtaining and maintaining all necessary licences, permissions and consents which may be required before the Event Date;

5.1.4 keeping and maintaining all materials, equipment, documents and other property of Canababes ("Canababes Materials") at the Premises in safe custody at its own risk, maintain Canababes Materials in good condition until returned to Canababes, and not dispose of or use Canababes Materials other than in accordance with Canababes' written instructions or authorisation; and

5.1.5 providing the Facilities and paying all suppliers whom the Customer enters into contracts to provide the Facilities;

5.1.6 providing Canababes, its employees, agents, consultants and subcontractors, with access to the Premises, office accommodation and other facilities as reasonably required by Canababes;

5.1.7 paying the Price and any Additional Costs in accordance with Clause 6;

5.1.8 providing and maintaining of (renewing and repairing where necessary):

(a) first aid and fire fighting equipment; and

(b) such other plant or equipment as may be agreed in writing between the Customer and Canababes or as may be reasonably required by Canababes for the provision of the Catering Services;

5.1.9 providing water, heating, lighting, electricity, gas and any other fuel required together with sewerage and refuse collection facilities;

5.1.10 all cleaning (other than that which is the responsibility of Canababes under Clause 4.1.6) including the cleanliness of walls above the level of 6 feet from floor level windows ceilings lighting and ventilation fittings and floor surfaces and furniture in dining areas; and

5.1.11 effecting and maintaining all insurance (other than that which is the responsibility of Canababes under Clause 4.1.7) including insurance for the Premises and loss or damage to the plant and equipment; and

5.1.12 ensuring that no smoking is permitted in the Premises in accordance with the Smoke-Free Premises and Enforcement Regulations 2006.

5.2 The matters to be undertaken or provided in accordance with Clause 5.1 are to be undertaken and provided at the Customer's cost and subject to all statutory provisions or regulations relating thereto.

PRICE AND PAYMENT

6.1 The Price shall be paid by the Customer to Canababes in cleared funds as follows (the "Due Dates") and time for payment shall be of essence:-

6.1.1 a deposit amount equal to 25% of the Price (which shall be offset against the Price) shall be due upon receipt of the Deposit Invoice ;

6.1.2 within 14 Business Days prior to the Event Date (and following payment of the sums described in Clause 6.1.1), the Customer shall pay to Canababes a "top up" deposit, equal to 75% of the Price (which shall be offset against the Price);

6.1.3 the balance of the Price, together with any Additional Costs shall be due within 14 days of the date of the relevant Invoice; and

6.1.4 notwithstanding Clauses 6.1.1 to 6.1.3, Canababes reserves the right to require the Price to be paid in full by the Customer immediately upon despatch of the relevant Invoice by Canababes.

6.2 Any rates, prices and discounts stated online, in catalogues, lists, mail shots, advertisements and other documents issued by Canababes are subject to variation at any time without prior notice.

6.3 Unless expressly stated otherwise herein, the Customer shall pay each Invoice which is properly due and submitted to it by Canababes within 14 days of receipt, to a bank account nominated by Canababes.

6.4 If any instalment of the Price is not paid in full by any of the Due Dates, Canababes may:

6.4.1 cancel or suspend commencement of the Catering Services; and

6.4.2 charge the Customer interest (both before and after any judgment) on the outstanding amount at a rate of 4% per annum above the base rate of Santander UK PLC from time to time, until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).

6.5 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Agreement by Canababes to the Customer, the Customer shall, on receipt of a valid VAT Invoice from Canababes, pay to Canababes, such additional amounts in respect of VAT as are chargeable on the supply of the Catering Services at the same time payment is due for the supply of the Catering Services.

6.6 Except with the express agreement in writing of Canababes, no deduction shall be made by the Customer from any payment for or on account of any matter or thing whatsoever including, but not limited to any set-off, compensation, counter-claim or present or future taxes. This Clause 6.6 shall not apply to any Customers acting as a consumer.

6.7 The Customer shall reimburse Canababes on a full indemnity basis for all costs and expenses incurred in connection with the recovery of any money due to Canababes under the Agreement. This Clause 6.7 shall not apply to any Customers acting as a consumer.

6.8 Any alcoholic beverages that are requested by the Customer, that do not appear on Canababes in-house wine, champagne, and spirits list, will be charged per the quoted amount stated in the Order and not by consumption. Any unconsumed bottles may be collected by the Customer to retain.

ADDITIONAL SERVICES

7.1 At any time not less than 7 days prior to the Event Date, the Customer may submit a written request to Canababes for the provision of Additional Services.

7.2 Canababes may, at its sole discretion, either accept or reject such request, subject to the Customer's acceptance of a revised quote which incorporates the Additional Costs arising from the provision of such Additional Services, in accordance with Clause 3.6.

7.3 In order to maintain and ensure compliance with food safety hygiene and health and safety legislation and regulations the Customer shall not itself provide or engage any person organisation or firm other than Canababes to provide catering services at the Premises on the Event Date unless agreed in writing by the Customer and Canababes prior to the Event Date.

INTELLECTUAL PROPERTY

8.1 All Intellectual Property Rights in or arising out of or in connection with the Catering Services shall be owned by Canababes.

8.2 Canababes acknowledges that, in respect of any third party Intellectual Property Rights, Canababes use of any such Intellectual Property Rights is conditional on the Customer obtaining a written licence from the relevant licensor on such terms as will entitle the Customer to license such rights to Canababes.

8.3 All Canababes Materials and any Intellectual Property Rights therein are the exclusive property of Canababes, unless stated otherwise in the Order Confirmation.

FORCE MAJEURE

Canababes shall not have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of Canababes. Canababes shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance.

LIMITATION OF LIABILITY

10.1 Neither party excludes or limits liability to the other party for death, personal injury or fraud. Canababes does not exclude liability for:-

10.1.1 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

10.1.2 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

10.1.3 defective products under the Consumer Protection Act 1987.

10.2 Save as provided in Clause 10.1, Canababes shall not be responsible for any losses, charges, costs and expenses (whether such losses or damages were foreseen, foreseeable, known or otherwise) whatsoever incurred or suffered of an indirect or consequential nature including but not limited to loss of:

10.2.1 sales or turnover;

10.2.2 actual or anticipated profit;

10.2.3 opportunity;

10.2.4 goodwill; or

10.2.5 reputation,

which arise out of or in connection with the Catering Services (including but not limited to any advice or recommendations provided by Canababes) and in no event shall Canababes be liable for any losses, charges, costs and expenses arising from the Customer's provision of the Facilities hereunder or for any food or beverage supplied by the Customer or a third party.

10.3 If Canababes performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

10.3.1 Canababes shall without limiting its other rights or remedies have the right to suspend performance of the Catering Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Canababes performance of any of its obligations; and

10.3.2 Canababes shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Canababes failure or delay to perform any of its obligations as set out in this Clause 10; and

10.3.3 the Customer shall reimburse Canababes on written demand for any costs or losses sustained or incurred by Canababes arising directly or indirectly from the Customer Default.

10.4 Subject to Clause 10.2 and 10.3, Canababes aggregate liability in contract, tort (including negligence), breach of statutory duty (misrepresentation or otherwise) arising under or in connection with the Agreement or any act or omission by Canababes in the performance of its obligations under the Agreement shall not exceed the aggregate of all sums paid or payable to Canababes under the Agreement.

10.5 If the Customer is a consumer (meaning an individual who is not acting in their business, trade or profession) it shall not be subject to Clauses 10.2, 10.3, or 10.6.

10.6 Any advice or recommendation given by Canababes or its employees shall be followed or acted upon entirely at the Customer's risk.

10.7 Canababes does not accept responsibility for lost, missing or damaged items in cloakrooms.

CONSUMER RIGHTS

11.1 This Clause 11 shall only apply where the Customer is a consumer (i.e. an individual not acting in the course of their business, trade or profession). The Customer is entitled to the following remedies:-

11.1.1 in the event the items supplied as part of the Catering Services are not of satisfactory quality or mis-described:-

(a) Canababes shall refund the price quoted in respect of the unsatisfactory quality or mis-described items in full, and any reasonable costs the Customer incurs in returning the items to Canababes; and

(b) such refund shall be made using the same method of payment used to make the payment (in the case of card payments, on the credit card or debit card used by the Customer to pay).

11.1.2 If any non-rapidly deteriorating items (such as bottles of wine) are delivered to the Customer:-

(a) the Customer shall return such items to Canababes as soon as reasonably practicable;

(b) unless such items are of unsatisfactory quality or not as described (in this case, see Clause 11.1.1), the Customer shall be responsible for the cost of returning such items to Canababes; and

(c) the Customer has a legal obligation to keep such items in its possession and to take reasonable care of such items while they are in its possession.

TERMINATION BY NOTICE

12.1 Notwithstanding Clause 11 (in the case of consumer Customers) and subject to Clause 12.2 the Customer may elect to cancel an Order and terminate the Agreement provided it gives prior written notice and makes the following payments in respect of:-

12.1.1 food and/or catering staff, if notice to cancel is given:-

(a) within 7 days prior to the Event Date, the Customer shall pay Canababes an amount equal to 100% of the relevant cost quoted in the signed Order; or

(b) more than 7 days prior to the Event Date, the Customer shall pay to Canababes an amount equal to 50% of the relevant cost quoted in the signed Order.

12.2 If the Customer is not acting as a consumer, in the event of termination under Clause 12.1, where termination takes effect within 28 days of the Event Date (or, in the event of force majeure in accordance with Clause 9), Canababes shall be entitled to retain such element of the Price paid as a deposit in accordance with Clause 6.1 required to cover Canababes costs incurred prior to such cancellation (or, in the event of force majeure) subject to Canababes using its reasonable endeavours to mitigate its losses.

12.3 If the Customer is acting as a consumer, in the event of termination under Clause 12.1, where termination takes effect within 28 days of the Event Date, Canababes shall be entitled to retain such element of the Price paid as a deposit in accordance with Clause 6.1 required to cover Canababes costs incurred prior to such cancellation subject to Canababes using its reasonable endeavours to mitigate its losses.

TERMINATION ON DEFAULT

13.1 Each party may terminate the Agreement with immediate effect by giving written notice to the other party if:-

13.1.1 the other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 28 days after receipt of notice in writing to do so;

13.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, (in either case, within the meaning of section 268 of the Insolvency Act 1986);

13.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

13.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

13.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

13.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

13.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1.2 to Clause 13.1.9 (inclusive);

13.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

13.1.12 the other party's financial position deteriorates to such an extent that in Canababes opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

ENTIRE UNDERSTANDING

14.1 The Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in the Agreement. Nothing said by any salesperson, agent, employee or other representative on Canababes behalf should be understood as a variation of the Agreement or an authorised representation about the nature or quality of the Catering Services. Save for fraud or fraudulent misrepresentation, Canababes shall have no liability for any such representation being untrue or misleading.

14.2 Any samples, drawings, descriptive matter or advertising issued by Canababes, and any descriptions or illustrations contained in Canababes catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Catering Services described in them. They shall not form part of the Agreement or have any contractual force, subject to Clause 11.1.1.

LAW AND JURISDICTION AND MEDIATION

The Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with the Agreement. Notwithstanding the jurisdiction of the English courts the parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement promptly through negotiations between the parties or the respective senior executives of the parties who have authority to settle the same. If the matter is not resolved through negotiations, the parties will attempt in good faith to resolve the dispute or claim through an alternative dispute resolution procedure recommended to the parties by the Centre for Dispute Resolution.

THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and (notwithstanding any other provision of the Agreement) this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

NOTICES

18.1 Any notice given under the Agreement shall be in writing and may be served:

18.1.1 personally;

18.1.2 by registered or recorded delivery mail;

18.1.3 by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or

18.1.4 by any other means which any party specifies by notice to the others.

18.2 Each party's address for the service of notice shall be the above mentioned address or such other address as it specifies by notice to the others.

18.3 Notice shall be deemed to have been served:

18.3.1 if it was served in person, at the time of service;

18.3.2 if it was served by post, 48 hours after it was posted; and

18.3.3 if it was served by e-mail, telex or facsimile transmission, at the time of transmission.

MISCELLANEOUS

19.1 Canababes may transfer its rights and obligations under the Agreement to another organisation, and if the Customer is a consumer, Canababes shall notify the Customer in writing if this happens and this will not affect the Customer's rights or Canababes obligations under the Agreement.

19.2 The Customer may only transfer its rights or obligations under this Agreement to another person if agreed in writing by Canababes.

19.3 Complaints must be addressed in writing to the Directors of Canababes at 5 Fir Close, Walton-on-Thames, Surrey, KT12 2SX within 14 days of the event.

WEBSITE

20.1 All rights, including copyright, in this website are owned by or licensed to Canababes. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

20.2 We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately. Online prices are examples and subject to change, dependant on your Order/Event.

20.3 We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

GENERAL

21.1 We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

21.2 This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

21.3 If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

21.4 You acknowledge and agree to be bound by the terms of our privacy policy.

21.5 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Privacy Statement

Canababes Food Co Ltd are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

DATA PROTECTION ACT 1998 ('THE ACT')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

USE AND COLLECTION OF PERSONAL INFORMATION

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

COOKIES

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail or post. Our email address is info@canababes.com.

SECURITY

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

GENERAL

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Directors
Canababes Food Co. Ltd.
Unit 8 Hamlet Industrial Estate
96 White Post Lane
London
E9 5EN