

## **Terms and conditions**

### **Dunn's Raw Food Ltd ("Dunn's Raw")**

(is a company registered in England under number 1548073. Registered Office is at 70 Booth Street, Stalybridge SK15 1TS)

It may be beneficial for you to read the Legal Notice below before using this website, sending e-mails to Dunn's Raw or submitting articles, polls or interacting in any way.

**TERMS OF USE AND LEGAL RESTRICTIONS ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE YOU INDICATE THAT YOU ACCEPT THESE TERMS.**

### **Delivery**

Delivery of our frozen goods is by 24-hour Courier Service using our selected expert third-party partner carrier, with full tracking being made available. Other goods (treats etc) are sent by Royal Mail Tracked 48 hour delivery at a cost of £4.99 per parcel.

To give us time to ensure your products are packaged and distributed to the highest standards we request that orders are received by at least 10.00 am on the day prior to the day of delivery.

Raw food deliveries are sent by 24-hour courier in insulated boxes with a cardboard outer, ensuring products are delivered safely within the 48-hour frozen guarantee timeframe. The boxes hold a maximum of 30 454g packs, therefore an order of up to 30 blocks will incur a single delivery charge of £15, and a further £15 charge for each extra box.

Orders made before 10am on Monday, Tuesday, Wednesday or Thursday will be delivered next day. For orders made after 10am Thursday to before 10am on Monday, these will be scheduled on Mondays for delivery Tuesday. We are unable to deliver on weekends.

Upon delivery you will be required to check the goods as they are offloaded and to sign that a) the goods have been received in full and b) are in good condition. Product shortages or complaints must be notified immediately, by email to [dunnsraw@outlook.com](mailto:dunnsraw@outlook.com), at the time of delivery as subsequent claims for credit will not be accepted.

If you are unable to accept the goods we will leave a card providing the details of our attempt to deliver and advising how you can re-arrange delivery. Alternatively, your order may be automatically rescheduled for delivery, in which case you will receive an e-mail immediately providing all the details for the new delivery. Whilst we attempt to keep our charges to a minimum, if we are unable to leave the goods through no fault of our own a further standard delivery charge may be levied prior to re-arranging delivery.

If you are not available to sign for your delivery and have left delivery instructions to that effect when placing your order, you will be deemed to accept the full risks of receipt of those goods. In this instance, in the event of a dispute, proof of delivery will be constituted by proof that our van driver has acted upon those instructions.

We cannot be held responsible for the non-performance of any aspect of order delivery

arising as a direct result of incorrect information being provided. You may be responsible for the cost of delivery and return of the goods in these circumstances.

We shall not be liable for the non-performance of any aspect of order delivery arising from circumstances beyond our control.

In the unlikely event that your order should fail to arrive on the relevant delivery day please advise us of the fact by e-mail at: [dunnsraw@outlook.com](mailto:dunnsraw@outlook.com) within a period of 24 hours, providing us with your account number, post code and delivery date, and we will investigate the reason and respond to you within a further period of 24 hours from receipt of your e-mail. If, following our investigations, we fail to come up with an appropriate reason for non-delivery or are unable to locate a signed proof of delivery document your order will be deemed by us to be “lost”. In these circumstances you may either cancel your order and we will refund any amounts paid in full, or we will arrange for delivery of the goods on an alternative date.

We cannot be held liable for any consequential loss whatsoever as result of a product being “lost” or not arriving on time.

For every order placed you will receive an order confirmation, by e-mail, within 24 hours of placing that order with full details of products, prices and delivery details requested on that order. Please do not hesitate to contact us if confirmation is not received within that time frame.

## **Cancellation**

Due to our 24-hour service, we cannot accept a request to cancel a delivery due the following day. Provided your order is not due the following day, we can cancel for you. Please reach out to the Customer Service team for their assistance.

## **Returns**

You can return an order for ambient products; cans, pouches or dry products at any time up to 14 calendar days after the day of delivery. To do this, please email us at [\\*\\*\\*@dunnsraw.co.uk](mailto:***@dunnsraw.co.uk). quoting your order number and a reason for post-delivery cancellation.

**We regret that we are unable to accept returns for frozen products after the date of delivery as we are unable to guarantee their condition upon return to us.**

We are continually looking for ways to improve our service to you so would appreciate feedback on why you feel the need to cancel or return your order, although you are under no obligation to do so.

If you cancel your ambient order following delivery of the products you must return the goods to us at your own expense and in the original packaging. You must ensure goods are packaged sufficiently to protect against any damage in transit.

If you fail to return the goods, or do not ensure they are adequately packaged on return to us this may impact on your right to receive any refund in respect of these goods.

This cancellation and return policy does not affect your legal rights, for example if goods are faulty or misdescribed.

## **Copyright**

Dunn's Raw Food Ltd either owns the intellectual property rights in the underlying HTML, text, images, audio clips, video clips, software and other content (collectively, the "Content") that is made available to you on this website or has obtained the permission of the owner of the intellectual property in such Content to use the Content on this website. Except as provided in these Terms, Dunn's Raw prohibits the redistribution or copying of any Content on this website without its express written permission. Dunn's Raw hereby authorises you to display on your computer, download and print pages of this website, subject to the following provisions:

1. the copyright notice appears on all such printouts;
2. the information will not be altered in any manner; and
3. the Content is only to be used for personal educational and non-commercial use and will not be redistributed, broadcast or copied to any other media.

## **Trademark**

The trademarks, logos, and service marks (collectively, the "Trademarks") displayed on this website are registered and unregistered trademarks of Dunn's Raw and others. Nothing contained on this website should be construed as granting, by implication, contradiction, or otherwise, any license or right to use any trademark displayed on this website without the express written permission of Dunn's Raw or such third party that may own the trademarks displayed on this website. Your misuse of the Trademarks or any other Content on this website is strictly prohibited.

## **Registration**

To be eligible to purchase Products on this website and lawfully enter into and form contracts with this website under English law you must:

- Register by providing your real name, phone number, e-mail address, payment details and other requested information.
- Be over 18 years of age.
- Stipulate a delivery address in the United Kingdom. Please note that PO box numbers, hotels and accommodation addresses are not acceptable.
- Possess a valid credit or debit card issued by a bank acceptable to us.

By making an offer to buy a Product, you specifically authorise Dunn's Raw to transmit information about you to third parties if that information is necessary in the performance of our contractual obligation to you. Full details about how we use and manage any Personal Information held about you is detailed in our Privacy Policy.

## **Article Submissions**

Dunn's Raw reserves the right to edit, re-purpose or re-publish all articles submitted to it in any medium for any reason with proper credit to the author. Proper credit is defined as the author's name and where possible a link to the author's website and/or e-mail address, when such information has been included in the submission. The publication of any articles submitted to Dunn's Raw is solely at the Company's discretion.

## **External Links**

Dunn's Raw Products may have (hypertext) links to other unaffiliated websites. Linking to such websites is at your own risk. Dunn's Raw has not reviewed all the content of such linked websites and is not responsible for the content of any such linked website. Any (hypertext) links contained on this website shall not be construed as an endorsement by Dunn's Raw of any such linked website unless expressly stated.

## **Promotions**

Any promotional content contained on this website is subject to inventory availability. Dunn's Raw reserves the right to cancel or modify any such promotion at any time and without notice.

## **Use of the website**

### **ACCESS**

You are provided with access to this website in accordance with these Terms and any orders placed by you or on your behalf in respect of any of the Products must be placed strictly in accordance with these Terms.

### **REGISTRATION**

You warrant that:

- The Personal Information that you are required to provide when you register as a customer of ours is true, accurate, current and complete in all respects; and
- You will notify us by e-mail immediately of any changes to the Personal Information.
- You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

Our right to cancel:

Dunn's Raw reserves the right to cancel your registration without reference to you if:

- we have reason to believe that payment for an order has been made fraudulently
- we are unable to deliver to your address which will be evidenced by two failed deliveries by our partner carrier

- we have reason to believe that multiple registrations have been created with the intent to misuse our services

## **INDEMNITY**

You agree fully to indemnify, defend and hold Dunn's Raw and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Terms by you or anyone you are responsible for or any other liabilities arising out of your use of this website, or the use by any other person accessing the website using your shopping account and/or your Personal Information.

## **DESCRIPTION OF PRODUCTS**

Each Product purchased is sold subject to its Product Description which sets out any additional Specific Conditions related to that Product.

## **ORDERS**

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

## **CONTRACT CREATION AND ELECTRONIC CONTRACTING**

The technical steps required to create the contract between you and us are as follows:

- You apply to be a website user and will receive your authorised account number and appropriate delivery day.
- You place the order for your products on the website by pressing the confirm order button at the end of the checkout process.
- We will send to you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from us.
- Raw Food delivery charge - £15.00 including vat per box of 1-30 blocks.
- Ambient delivery charge: £7.95 including vat for orders under £39.00.
- Order acceptance and the creation of the contract between you and us will take place on the despatch to you of the Products ordered.
- We may but are not obliged to notify you of our non-acceptance of an order made by you.
- 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 our withdrawing any Product from this Website whether that Product has been sold or not; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.
- The contract will be concluded in English.

## **PAYMENT**

Payment can be made by any of the methods specified in the payment section of this website and payment will be debited and cleared from your account as set out in the payment section of this website. You confirm that the credit, debit or store card that is being used is yours.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

## **Competitions**

One person per email address to enter competitions unless otherwise stated.

Winners will be selected at random by the date stated on the competition.

Winners will be notified by email and will not receive any further correspondence regarding that prize draw.

Dunn's Raw reserves the right to extend competition entry deadlines without notice. This is at our sole discretion.

We may publish the names of Competition winners and reference past winners in any subsequent competition at any time.

Entrants agree that by entering a competition their personal details may be stored and otherwise processed by Dunn's Raw for the purposes of administering the competition and for marketing and sending offers and other information.

Competitions are open to UK Customers only.

Contact information will only be used for future marketing for Dunn's Raw, these will not be sold to third parties.

## **Zero Tolerance Policy**

Dunn's Raw operates a zero-tolerance policy to the use of any verbal threats or abusive language and any example of this will result in your order being cancelled and immediate loss of your account with us.

Your details will be retained by us to prevent any future application being considered.

This applies to telephone, email, face-to-face communications or online Live Chat.