

Online Platform - Customer Terms and Conditions

1. Cotta's service – Who are we

We are Cotta Digital Services Limited trading as Cotta, a limited company (registration number 16714780, with VAT number 505329411. We are based at 34-35 Clarges Street, London, United Kingdom, W1J 7EJ.

Cotta is an online marketplace that connects independent food producers and suppliers ("**Partners**") directly with customers like you. When you buy a product through us, you are entering into a contract for that product directly with the relevant Partners – not with us. We act as the Partner's agent to process your order and payment, and arrange delivery to you on behalf of our Partners. Please see "About the contract you are entering into" below at paragraph 4) for more detail on this. The term 'Partner' is used for convenience only. It does not mean that Cotta is in a legal partnership with, or shares any liability for, the Partners or their products.

You can find everything you need to know about us and our Partner's products which are available on our marketplace on our [website](#) and on our mobile application, also known as Cotta ("**Platform**"). We also confirm key information to you in writing after you place your order, by email, push notification and/or SMS.

2. Your account with us

To place orders on the Platform, you first need to create an account with us on our Platform. You can do this via our [website](#) or our mobile application, Cotta.

You must be aged 18 or over to use and place orders on our Platform. By creating an account and placing an order, you confirm that you meet this requirement.

We may carry out identity or age verification checks where we have reasonable grounds to do so, including to protect you and us from fraud or illegal activity. If you do not cooperate with a reasonable request for verification, we may suspend or close your account.

Keeping your account secure

When you create your account, you will set up a secure login method. You are responsible for keeping your login details confidential and for preventing anyone else from accessing your account. If you think your account has been accessed by someone else, please contact our customer concierge team immediately via the [chat link](#), support section on our mobile application, or by email at concierge@cottavita.com. If another person places an order using your account, you may be responsible for the cost of that order, unless the unauthorised access was not reasonably within your control or was caused by our failure to keep your details secure on our systems.

You must use your own valid email address. You may hold only one account at a time.

Only individual consumers can create an account and purchase products through our Platform. Our Platform cannot be used by businesses to purchase products.

Closing your account

You may close your account at any time by visiting the account settings section of our website or app, or by contacting our customer concierge team.

3. When you buy on our Platform, you are agreeing that:

- You will comply with these terms and conditions, and that you will use our Platform in accordance with our [Acceptable Use Policy](#).
- The contract for the purchase of products on our Platform is between you and the relevant Partner, not between you and us – we only facilitate the transaction (including order and payment) on behalf of our Partner as the Partner's agent.
- Once an order is placed, it is automatically accepted, provided that your payment has been authorised (please see section 5 for further details on the order process).
- We will charge you for your order at the time you place your order, and we charge a service fee and a separate delivery charge for each order (please see section 6 for further details on payment process and relevant fees and charges).
- Sometimes we or a Partner may need to cancel your order (and we will let you know and refund you if this happens).
- We are not responsible for delays outside our control, but we will always keep you informed (please see section 9 for further details on this).
- You have rights if something is wrong with your product. In particular, non-perishable products bought via our Platform come with a 14-day cancellation right. However, some products (particularly fresh, perishable food) cannot be cancelled once preparation has started or the order is in transit (please see section 10 for further details on your cancellation rights).
- Products may vary slightly from the images displayed on our Platform.
- We do not compensate you for all losses — but we never limit liability that the law does not allow us to limit.
- We use your personal data as set out in our [Privacy Policy](#).
- You must be aged 18 or over to use our Platform and place orders.
- You have options for resolving disputes with us.
- We can change these terms.
- Other important terms apply to your contract.

4. About the contract you are entering into

When you place an order through our Platform for a product listed by a Partner, two separate contracts are formed:

1. The product contract. This is between you and the relevant Partner for the purchase of their product(s). We act as agent for the Partner when accepting your order and processing your payment, but the Partner is the seller of the product and is legally responsible for it.
2. The delivery and platform contract. This is between you and us for the delivery of your products and for your access to and use of the Platform.

We are not the seller of the products listed on the Platform; we are a marketplace operator that facilitates transactions between Partners and customers like you. Each Partner on the Platform is a separate and independent business from us.

Our Platform is provided as a digital service. We will provide the Platform to you with reasonable care and skill. If you believe our Platform has not met this standard — for example, if a technical fault on our Platform has caused you to lose an order or be overcharged — please contact our customer concierge team. You may be entitled to a remedy, including having the issue fixed or, where appropriate, receiving a refund for any amounts you have been overcharged.

5. How orders are placed and accepted

When you submit your order through our Platform, provided that payment has been authorised, your order is automatically accepted on behalf of the relevant Partner, and a binding contract is formed between you and that Partner. We will send you an order acknowledgement and acceptance by push notification, email and/or SMS. This acknowledgement confirms the contract between you and the relevant Partner for the supply of their products.

Your order acknowledgement will include details of the products you have, the Partner's business name and contact details (which you must use through our Platform only), the total price you have paid, and the estimated delivery timeframe based on the Partner's lead time. The Partner's business name and key details are also displayed on the relevant Partner listing page on our Platform, which is available for you to review before you place your order.

Each order placed through our Platform is limited to a maximum of 40 items, sourced from no more than 4 different Partners per basket. This will be limited automatically via our Platform in your basket and prior to checkout and payment of your order.

Products may vary slightly from their images

Because many of the products sold on our Platform are produced by independent artisan food producers, the appearance of products (including colour, size, weight, and packaging) may vary slightly from the images shown in the Partner's listing. This is a natural result of handmade and small-batch food production.

All product descriptions, ingredient lists, allergen information, and provenance details are provided by the relevant Partner on our Platform. While we take reasonable care in displaying this information on our Platform, we are unable to independently verify all product information provided by Partners and are not responsible for any inaccuracies in such information. If you believe a product has been misdescribed, please contact our customer concierge team and we will investigate.

We will do our best to respond promptly and professionally to any questions you may have about your orders or products displayed on our Platform.

6. When and what we charge you for your orders

We charge you at the time you submit your order. Your payment is taken by our third-party payment provider, Stripe. All payments must be made in pounds sterling.

The total amount you pay includes:

- **The product price** – the price set by the Partner;
- **A service fee** – charged per order regardless of the number of products or Partners in your order; and
- **A delivery charge** – which varies depending on how many Partners you have ordered from. For example, where you place an order for products from multiple Partners, which requires the collection and consolidation of products from multiple locations, the delivery charge will be greater than when your order contains products from a single Partner / pick-up location.

The total price of your order, including the product price, service fee, and delivery charge, is shown on the checkout page before you submit your order. All prices displayed on our Platform are inclusive of VAT, where applicable.

We may adjust our service fee and delivery charges from time to time, and you will be notified of the relevant service fee and delivery charge applicable to your order prior to confirming your order. Any changes will only apply to orders placed after the change takes effect.

If we are unable to collect payment from you at the time you submit your order, we will let you know. Your order will not be processed until payment has been successfully taken.

We do not charge interest on failed consumer payments, but we reserve the right to take steps to recover any sums lawfully owed to us.

7. How your order is delivered

We arrange delivery of all products ordered through our Platform. We do not deliver outside England and only deliver to postcodes within our delivery area. You can check whether your address is within our delivery area on our Platform before placing your order and if you are outside our delivery area (i.e. the address you select for delivery) you will not be able to purchase products using our Platform.

We offer two types of delivery:

- **Direct delivery:** Your order is collected directly from the Partner and delivered to you. This is the only delivery method available for hot, chilled, frozen, or temperature-sensitive food products.
- **Consolidated delivery:** Where your basket includes products from multiple Partners that are eligible for consolidation, our Platform will automatically suggest a consolidated delivery, in which we collect all your products from the different Partners and deliver them together in the relevant timeframe. You may remove individual items from a suggested consolidated delivery and have them delivered to you by direct delivery instead, but you are not able to select items for consolidated delivery that our Platform has not identified as eligible for consolidation (for clarity, as noted above under 'Direct Delivery', products that are hot, chilled, frozen, or temperature-sensitive are not eligible for consolidated delivery and will always be delivered to you via direct delivery).

We use our own delivery drivers and electric cargo vehicles where possible, and may use third-party delivery providers during busy periods. Please note, delivery times shown on our Platform are estimates and may vary depending on factors such as the Partner's lead time, traffic, and weather conditions. Please check our Platform for your most up-to-date estimated delivery time before placing your order.

If your delivery does not arrive: If your order is delayed or does not arrive, please contact our customer concierge team in the first instance rather than contacting the Partner directly. If a delivery attempt is unsuccessful because you were unavailable or provided an incorrect address, you may still be charged for the products and delivery.

Risk: Once your order has been delivered to the address you provided, you are responsible for the products. This means that if products are lost or damaged after delivery, we and the Partner are not liable.

8. When orders may be cancelled by us or the Partner

Although orders are automatically accepted when you submit them and your payment is processed, there are some circumstances in which your order may be cancelled after acceptance. This may happen if, for example:

- A product is unexpectedly out of stock or has been delisted before your order could be fulfilled;
- The Partner is unable to fulfil your order for reasons outside their control; or
- Your payment cannot be successfully processed.

If we or the relevant Partner need to cancel your order for any of the reasons set out above, or for any other reasonable reason, we will let you know as soon as possible and you will receive a full refund, including any delivery charge and service fee you have paid.

9. If there is a delay outside our control

Sometimes things happen that are outside our control – for example, severe weather, road closures, or third-party service disruptions. If your delivery is delayed for a reason outside our control, we will contact you as soon as possible to let you know and will do everything we can to minimise the delay.

If a delay is caused by the Partner (for example, because the Partner has not prepared your order on time), we will notify you via our Platform and keep you updated. You should contact our customer concierge team if you have concerns about a delay.

10. Your legal right to cancel

Non-perishable goods

If you have purchased non-perishable goods through our Platform (for example, jarred, bottled, or packaged goods that are shelf-stable and not subject to rapid deterioration), you have a legal right to cancel your order within 14 days of receiving your delivery, without giving any reason. This right is provided by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To exercise your right to cancel, please contact our customer concierge team within 14 days of receiving your delivery. Our customer concierge team at <https://support.cottavita.com>, will guide you through the cancellation and returns process. You may also cancel by making any other clear statement of your decision to cancel (for example, by email to concierge@cottavita.com). We will confirm your cancellation in writing.

You must return the product to the relevant Partner address (which our customer concierge team will confirm with you when you arrange the return) within 14 days of telling us you wish to cancel. The cost of return is your responsibility unless we agree otherwise. Products must be returned in their original condition and, where applicable, with original packaging.

Perishable goods

You can only cancel an order for perishable goods (fresh food, chilled or frozen items, hot food, or any products with a short shelf life) in the limited circumstances set out below:

- The lead time for the delivery window is not scheduled immediately (for example, you have placed a pre-order for a later date); **AND**
- The Partner has not yet started to prepare your order; **AND**
- Your order has not been marked as "in transit" on our Platform.

If all three conditions are met, please [contact](#) our customer concierge team immediately or email us at concierge@cottavita.com and we will try to cancel your order and issue a full refund.

If any of the three conditions above are not met, you will not be able to cancel your order or receive a refund under this section. However, this does not affect your statutory rights if the product is faulty or not as described (please see section 13 below).

Products sealed for hygiene or made to order

You cannot cancel an order for any products that are sealed for health protection or hygiene purposes if those products have been unsealed after delivery.

In addition, goods that are made to your specifications or are clearly personalised cannot be returned.

Refund after your cancellation

If your cancellation is valid, we will process either a full refund within 14 days of receiving your cancellation request (or, if the product must be returned to us, within 14 days of receiving the returned product). We will refund you by the same method you used to pay. If you have any questions about the status of your refund, please contact our customer concierge team.

11. Customer complaints

If you have a problem with your order, please contact our customer concierge team as soon as possible. Our team is available from 09:00–23:00, seven days a week, via the [chat link](#), support section on our mobile application, or by email at concierge@cottavita.com. We will do our best to resolve your complaint as quickly as possible.

When we receive a complaint from you, we will:

- Let you know promptly that we have received it and provide you with an acknowledgement;
- Handle your complaint on your behalf, acting as the Partner's agent through our customer concierge team, and use our reasonable endeavours to resolve it as quickly as possible in a way that complies with consumer law;
- Keep a detailed record of how your complaint has been handled, which is available to you on request.

We may request further information or a photograph of the issue if it is something that can be identified by inspecting the product.

Please do not contact the Partner directly about a complaint. All complaints must be raised through our Platform or by contacting our customer concierge team. If a Partner contacts you directly about a complaint, please let our customer concierge team know.

12. Your responsibilities when using our Platform (Acceptable Use Policy)

When using our Platform, you agree to:

- Only use our Platform for lawful purposes and in accordance with these terms;
- Provide accurate information when creating your account and placing orders;
- Keep your account login details secure and not share them with anyone else;
- Not attempt to contact Partners directly outside of our Platform;
- Not use our Platform to engage in any abusive, offensive, or fraudulent activity; and
- Comply with our [Acceptable Use Policy](#) and forms part of these terms.

After your order has been delivered, we may invite you to leave a review of the products you purchased and of your delivery experience. Reviews help other customers and help Partners improve their products. When leaving a review, you agree to be honest, fair, and respectful. You must not leave a review that is false, misleading, defamatory, offensive, or in breach of our Acceptable Use Policy. We may remove reviews that breach these standards.

You can only leave a review if you have created an account on our Platform and have placed an order for the relevant product.

13. Our liability to you

We are committed to providing you with a good service and ensuring that your orders are delivered as expected. However, we need to be clear about the limits of our liability to you.

We will always be liable to you for:

- Death or personal injury caused by our negligence or the negligence of our employees or agents;

- Fraud or fraudulent misrepresentation; and
- Your statutory rights as a consumer, including your rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Nothing in these terms limits or excludes those liabilities.

We are not responsible for losses that:

- Are not foreseeable, meaning it is not obvious they will occur, and you have not told us anything before placing an order that would make them foreseeable; or
- Are caused by an event outside our control; or
- Could have been avoided if you had taken reasonable steps, including following instructions we provide to you.

Liability for products: Your contract for the products is with the relevant Partner, not with us. The Partner is the seller and is responsible for making sure that products match their description, are suitable for their intended use, and are of satisfactory quality, as required by consumer law (including the Consumer Rights Act 2015). We handle complaints on the Partner's behalf through our customer concierge team. If a product causes you harm, you may also have rights against the Partner under consumer law and product liability laws.

Under the Consumer Rights Act 2015, if a product you have purchased through our Platform is faulty (for example, spoiled, contaminated, or containing a foreign object), not as described, or not suitable for its intended use, you may have the following rights against the Partner: (a) a short-term right to reject the product and receive a full refund (this right must generally be exercised within 30 days of receiving the product, but for perishable goods the period may be shorter, depending on the expected shelf life of the product — in such cases, you should notify us as soon as possible after discovering the issue); (b) a right to request a replacement of the product, where an identical or equivalent replacement is available; and (c) if a replacement is not available or does not resolve the issue, a right to a price reduction or a final right to reject the product. For the avoidance of doubt, a product that contains incorrect allergen information (see section 15) may be considered "not as described" for the purposes of this section. These are your statutory rights and nothing in these terms limits or removes them. To exercise any of these rights, please contact our customer concierge team and we will handle your claim on the Partner's behalf.

14. How we use your personal data

When you create an account on our Platform and place orders, we collect and use your personal data. This includes your name, contact details, delivery address, payment information, order history, and information about your use of our Platform (including reviews you submit).

We share certain data (including your name, contact details, and delivery address) with the relevant Partner in order to fulfil your order. We also share data with our third-party service providers, including our payment provider (Stripe) and our delivery partners, in order to process your payment and deliver your order.

We process your personal data in accordance with the UK GDPR and all applicable Data Protection legislation. Full details of how we collect, use, store, and share your personal data, and how you can exercise your rights under UK data protection law, are set out in our [Privacy Policy](#).

15. Allergen and food safety concerns

All allergen information displayed on our Platform is provided by the relevant Partner and is published for general guidance only. It should not be relied upon as a substitute for direct communication with the relevant Partner or professional dietary advice. We make every reasonable effort to display this information accurately and promptly, but we do not independently verify, and cannot guarantee, the completeness, accuracy, or reliability of the allergen information provided by Partners. While the Partner is responsible for the accuracy of their product information, if you believe any allergen information on our Platform is incorrect, please contact our customer concierge team immediately.

If you have a food allergy or intolerance, you must:

- Carefully read the allergen information displayed in the product listing before placing your order; and
- Contact our customer concierge team before ordering if you are unsure about any allergen information or if you have a severe allergy.

We are not the producer of the products listed on our Platform and do not have oversight of the food production process. As such, we cannot guarantee the standard of services or the quality of products offered on our Platform, and we rely on the information provided by the relevant Partner. The Partner is responsible for the quality of their products, for making sure that their product information (including allergen information) is accurate and up to date, and for ensuring their products meet any descriptions or commitments made to you. We bear no liability for ensuring that the products were produced with reasonable care or skill. We are not liable to you for any loss or harm caused by allergen information that was inaccurate or incomplete as a result of the Partner's failure to provide correct information. The Partner remains fully responsible for product safety under the law, and nothing in these terms limits any liability that we are not permitted to exclude by law.

If you believe you have suffered a reaction as a result of a product purchased through our Platform, please seek medical attention immediately and then contact our customer concierge team so that we can investigate and take appropriate steps.

If a product you have purchased is subject to a safety recall, we will contact you as soon as possible using the contact details you provided when you created your account. We will advise you of the steps you should take and arrange a full refund where appropriate. Please ensure your contact details on your account are kept up to date.

16. When we may suspend or close your account

We may cancel an order, restrict your access to our Platform or close your account if:

- Your payment is unsuccessful and you are unable to resolve the issue promptly;
- You have breached our [Acceptable Use Policy](#);

- We reasonably suspect fraudulent activity in connection with your account, or that your account is being misused;
- We are required to do so for legal or regulatory reasons;
- You make repeated claims for refunds or credits that we do not consider to be valid; or
- You are abusive towards our employees or Partners.

We may also take other steps that are reasonable and proportionate in the circumstances. This may include removing any content you have submitted to our Platform (such as reviews) or taking legal action against you. Where we are legally required or permitted to do so, we may also share information about your account or activity with law enforcement authorities — for example, if we suspect fraud or other illegal activity.

17. Intellectual property

All intellectual property rights in our Platform, website, app, and the content we publish through these media (excluding content you submit, such as reviews), belong to us or our licensors. These works are protected by copyright and other intellectual property laws.

You may use our Platform and its content for your own personal, non-commercial purposes only. You must not copy, reproduce, download, distribute, transmit, or otherwise make available any content from our Platform for any other purpose without our prior written consent.

18. Links to third-party websites

Our Platform may contain links to websites or resources provided by third parties. These links are provided for your convenience only. We have no control over the content of such websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. Changes to product listings and these terms

As our Platform is a marketplace for independent food producers, Partners may update, change, or remove their product listings at any time. Prices, availability, and product descriptions are set by Partners and may change between your visits to our Platform. Either we or our Partners may permanently withdraw a product from our Platform at any time. We will always charge you the price shown at the time you submit your order, unless there is an obvious pricing error.

Please note changes to prices will not affect any orders already in your basket, provided you complete your order within 5 minutes of adding items to your basket (our Platform will provide you with a timer countdown on the basket in our mobile application). If you do not complete your order within this period, your basket may be cleared and updated prices will apply.

We may also update these terms from time to time. If we make a change that affects your rights or the way you use our Platform, we will give you reasonable advance notice before the change takes effect where possible, although there may be circumstances where this is not practicable (for example, where a change is required by law at short notice). **If you do not agree with the updated terms, you may close your account before the change takes effect. If you continue to order products from our Platform after the change takes effect, this will mean you have accepted the updated terms.**

20. How to resolve a dispute with us

As noted above, if you have a problem with your order, product, or delivery, please contact our customer concierge team in the first instance. Our team is available from 09:00–23:00, seven days a week, via the [chat link](#), support section on our mobile application, or by email at concierge@cottavita.com. We will do our best to resolve your complaint as quickly as possible.

Going to court: These terms are governed by English law. Any dispute may be referred to the courts of England and Wales by either party.

21. Other important terms

Transferring our agreement: We may transfer our rights and obligations under these terms to another organisation. We will notify you if this happens. If the transfer materially affects your rights under these terms, you may close your account and stop using our Platform from the date the transfer takes effect.

Your account: You may not transfer your account on our Platform or the benefit of any contract formed through our Platform to anyone else without our prior written agreement.

No third-party rights: These terms are between you and us (and, in respect of each product order, you and the relevant Partners). No other person has any rights to enforce any of these terms.

Severance: If a court finds that any part of these terms cannot be enforced, the remaining terms will still apply.

No waiver: If either of us delays in taking action about a breach of these terms, that does not mean we have given up the right to act later.

Entire agreement: These terms, together with our Privacy Policy and our Acceptable Use Policy, set out the entire agreement between you and us in relation to your use of our Platform.

Version

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