

TERMS AND CONDITIONS

These terms

- 1.1 These are the terms and conditions on which we supply our Home Farm Cornwall Eggs, Preserves and associated products (Products) on our website homefarmcornwall.com.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. By submitting an order to us you agree to these terms.

Information about us and how to contact us

- 2.1 We are Home Farm Cornwall a partnership company registered in England and Wales. Our registered office is at Home Farm, Morval, Looe PL13 1PR.
- 2.2 You can contact us by telephoning by emailing us homefarmcornwall@gmail.com.
- 2.3 How we may contact you. If we must contact you, we will do in writing or telephone to you at the contact details you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

Our contract with you

- 3.1 How we will accept your order. All orders must be made online and full payment is required at the point of ordering for us to accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the Products. This might be because the Products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Products or because we are unable to meet a delivery deadline you have specified.
- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 We only sell to the UK. Our website is solely for the promotion of our Products in the UK. We do not deliver to addresses outside the UK.

Our Products

- 4.1 Our Product ranges. The Home Farm Cornwall Products available for sale are shown on our website shop together with the corresponding price for the Products.
- 4.2 Products may vary slightly from their pictures. The images of the Products on our website are for illustrative purposes only.
- 4.3 Product packaging may vary. The packaging of the Product may vary from that shown in images on our website.
- 4.4 We may withdraw the Product. We may write to you to let you know that we are going to stop providing the Product. We will let you know in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

Making Changes

- 5.1 Your rights to make changes. In most cases, if you wish to make a change to your order, please contact us in writing before dispatch. We will let you know if the change is possible and an administrative charge of £5 may apply to changes.

5.2 Our rights to make changes. We may change the Products to reflect changes in relevant laws and regulatory requirements.

Delivery

6.1 Delivery costs. The costs of delivery will be as displayed to you on our website. You may choose your choice of delivery speed and method at checkout.

6.2 If we are unable to accept your order, we will inform you of this and will not charge you for the Products. This might be because the Products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Products or because we are unable to meet a delivery deadline you have specified.

6.3 We are not responsible for delays within the postal system which are outside our control.

6.4 When you become responsible for the goods. The Products will be your responsibility from the time the Products are delivered to the address you gave us or when you receive a postal card (from the mail service chosen at checkout) to advise you of collection or rearrangement of delivery.

6.5 When you own goods. You own the Products once we have received payment in full at the point of order.

6.6 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Products to you, for example, your personal details including your email address. If so, this will have been stated on our website. If you do not give us this information or if you give us incomplete or incorrect information, we will not be able to supply to the Products to you.

6.7 Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Products to: (a) update the Products to reflect changes in relevant laws and regulatory requirements; (b) make changes to the Products as requested by you or notified by us to you.

6.8 Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Products, unless the problem is urgent or an emergency. If we must suspend the Products, we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for Products if we suspend this, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the Products in respect of the period after you end the contract.

Your rights to end the contract

7.1 You can end your contract with us. (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Products replaced or to get some or all of your money back); (b) If you want to end the contract because of something we have done or have told you we are going to do; (c) In all other cases (where we are not at fault).

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below, the contract will end immediately and we will refund you in full for any Products which have not been provided. The reasons are: (a) we have told you about an error in the price or description of the Products you have ordered and you do not wish to proceed; (b) there is a risk that supply of the Products may be significantly delayed because of events outside our control; (c) you have a legal right to end the contract because of something we have done wrong.

7.3 Can I cancel my order once an order has been delivered? Our Products are perishable goods and, once an order has been delivered to you, if you wish to cancel the contract, we will not be able to provide you with a refund and we will retain the total value of the order. We may provide a refund if cancellation requests are made by you, in writing, before they have been dispatched.

7.4 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault, you can still end the contract before it is completed so long as your order has not been dispatched, but a minimum charge of £5 will be payable to cover our expended fees. A

contract for goods is completed when the Products are delivered. If you want to end the contract before it is completed where we are not at fault, let us know in writing before dispatch. The contract will end immediately, and we will refund any sums paid by you for Products not provided but we will deduct from that refund our reasonable costs we will incur because of your ending the contract.

7.5 Exercising your right to change your mind (Consumer Contracts Regulations 2013). As our Products are perishable and liable to deteriorate and expire rapidly the cancellation rights contained in the Consumer Contracts Regulations 2013 do not apply to our online sales.

If there is a problem with the Products

8.1 How to tell us about problems. If you have any questions or complaints about the Products, please contact us. Write to us at homefarmcornwall@gmail.com so that we can resolve the problem according to these terms and conditions.

8.2 Any complaints must be made within 24 hours of delivery of the Products. We will endeavour to respond to you within 2 working days.

Summary of your legal rights

9.1 We are under a legal duty to supply products that are in conformity with this contract. If you are a consumer, you have legal rights if our Products are faulty or not as we have described them. Nothing in these terms will affect your legal rights.

Price and payment

10.1 Where to find the price for the Products. The price of the Products (which includes VAT if applicable) will be the price indicated on our website and the order pages when you place your order.

10.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.

10.3 When you must pay and how you must pay. We accept payment by methods listed on our website. You must pay for the Products online in advance of delivery for a contract to be formed.

Our responsibility for loss

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We are not liable for business losses. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

12.1 How we will use your personal information. We will use the personal information you provide to us: (a) to supply the Products to you; (b) to process your payment for the Products; (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

12.2 We will retain your personal details including your email address and phone number as described in our Privacy Policy.

12.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

Other important terms

13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

13.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

If you are a business customer. This clause only applies if you are a business customer.

14.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

14.2 These Terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

14.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

14.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

Our liability if you are a business This clause only applies if you are a business customer.

15.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes. This excludes approved wholesale customers for our preserves.

15.2 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (d) defective products under the Consumer Protection Act 1987.

15.3 Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) any loss of profits, sales, business, or revenue; (b) loss or corruption of data, information or software; (c) loss of business opportunity; (d) loss of anticipated savings; (e) loss of goodwill; (f) any indirect or consequential loss.

15.4 Subject to clause 15.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.