



Oakley Grange Organic Farm
Café, Delicatessen & Events Room

01509 842988

TERMS AND CONDITIONS

1.1 This document (together with our privacy policy) tells you information about Oakley Grange Farm Shop and the legal terms and conditions (“Terms”) on which we sell any of the products listed on our website (“Products”) through use of the online checkout.

1.2 These Terms will apply to any contract between us for the sale of Products to you (“Contract”). Please read these Terms carefully before ordering any Products from our site. Please note that before ordering any Products you will be asked to agree to these Terms and the Terms of Website Use and Privacy Policy. If you refuse to accept these Terms you will not be able to order any Products from our site.

1.3 You should print a copy of these Terms or save them to your computer for future reference.

1.4 We may amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1.5 These Terms, and any contract between us, are only in the English language.

CONSUMER STATUS

2.1 These Terms apply if you are dealing with us as a consumer.

2.2 You may only purchase Products from our site if you are at least 18 years old. If you are under 18, please do not attempt to order Products through our site.

2.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

BASIS OF SALE

3.1 Our website is set-up to guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

3.2 When you confirm and pay for your order, you offer to buy the Products at the prices indicated.

3.3 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order (Collection Confirmation) will take place as described in the paragraph below.

3.4 We will confirm our acceptance to you by sending you an email that confirms that the Products are ready for collection (Collection Confirmation). The Contract between us will only be formed when we send you the Collection Confirmation.

3.5 If we are unable to supply you with a Product, for example because that Product is not actually in stock or no longer available or because of an error in the price on our site, we will inform you of this by e-mail or telephone and either seek to agree a substitute Product (amending the price payable only if relevant to the substitute Product) and make changes to the order accordingly upon agreement or cease to process your order. If you have already paid for the Products and we cease to process the order, we will refund you the full amount as soon as possible and this shall be our full liability in this regard.

3.6 The images of the Products on our site are illustrative only. Your Products may vary slightly from those images. Sometimes our images use props, in these cases the product description or list clearly defines what is being advertised for purchase.

PAYMENT AND PRICES

4.1 The price of the Products will be as quoted on the site at the time you submit your order and will be advised during the check-out process before you confirm your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of the Product(s) you ordered, please see Paragraph 4.4 for what happens in this event.

4.2 Product prices are liable to change at any time, but changes will not affect orders already placed.

4.3 Payment can be made using Master Card, Visa, Switch, Delta, Maestro for the Products.

4.4 It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Product's correct price is less than the price stated on our site, we will refund the difference when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

(b) if the Product's correct price is higher than the price stated on our site, we will contact you in writing by phone or e-mail as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If you have already paid for the Products and we cease to process the order, we will refund you the full amount as soon as possible and this shall be our full liability in this regard.

CANCELLATION AND RETURN

5.1 We are confident that you will be happy with your goods purchased from Oakley Grange Farm Shop. If, for any reason you are not, please phone us immediately and so that we can amend your order.

5.2 Under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, if you buy online, your consumer rights entitle you to a full refund.

5.3 However, this cancellation does not apply in the case of any fresh food items given that they are liable to deteriorate or expire rapidly or any long-life food and drink item where the seal has been broken, due to hygiene and health protection reasons.

5.4 This refund does not include the cost of returning the items to Oakley Grange Farm Shop or the cost of Oakley Grange Farm Shop recovering the goods from you.

5.5 You will be responsible for the cost of returning the goods directly to the collection point at Oakley Grange Farm Shop from where they were originally collected.

5.6 Your legal right to cancel a Contract starts from the date of the Collection Confirmation (the date on which we email you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract due to the perishable nature of these goods is at the time of our Collection Confirmation email by telephone or by email.

5.7 If you cancel the Contract, we will:

(a) refund the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.

(b) process the refund due to you as soon as possible.

5.8 If you have returned the Products to us because they are faulty or mis-described, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 20 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full.

5.9 We refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.

ERRORS

6.1 Every effort is made to ensure that all the information provided on the Oakley Grange Farm Shop website is correct at the time of publishing but we make no warranties or representations as to its accuracy.

6.2 The images of the Products on our site are illustrative only. Your Products may vary slightly from those images.

OUR LIABILITY

7.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

7.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the statutory rights laid down by the Consumer Rights Act 2015; and
- (e) defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control

8.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the collection of your Products, we will arrange a new collection date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid and this shall be our full liability in this regard.

BETWEEN US

9.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

9.2 Other than for methods of communication as are expressly referred to in these Terms, if you wish to contact us in writing for any other reason, you can send this to us by e-mail to cafe@oakleygrange.co.uk or by telephone on 01509 842988

9.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by the telephone number provided.

9.4 For contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights.

OTHER IMPORTANT TERMS

10.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.2 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. We will not file a copy of the Contract between us.

10.3 If you have any queries, complaints, suggestions or comments about our Products, Services or these Terms please contact us on 01509 842988 or email at cafe@oakleyorganics.co.uk