



Glencraigs Farm

FAMILY RUN SINCE 1904

GLENCRAIGS FARM TERMS AND CONDITIONS

These terms and conditions were last updated in March 2021.

These terms and conditions apply to your use of our “**website**” (www.glencraigsfarm.co.uk) and any product you may purchase from our website. If you do not agree to these terms and conditions, please do not use our website and/or make any purchases from our website.

We are Thomas Young & Sons of Glencraigs Farm, Campbeltown PA28 6NS. Throughout these terms and conditions, we may refer to ourselves as “**we**” or “**us**”.

We may update these terms and conditions from time to time, so please check back regularly to ensure you are aware of the most current terms and conditions that apply to you.

Our Products

You can find our pricing and descriptions of products we sell on our website. These prices and products may change from time to time, so please check back regularly to make sure your choice is available when you place an order.

We do our best to make sure all descriptions and graphical representations of the products correspond to the products that you will receive. But please bear in mind:

- Images on our website are just for illustrative purposes. There can be differences in colour between these images and the actual products themselves, due to computer displays, lighting and other things
- Images or description of packaging are just for illustrative purposes, and there can be differences in the actual packaging of the products too
- Due to the nature of the products sold through our website, there can be variances in size and weight of those products between the description and the actual products you will receive

None of these exclude our responsibility for mistakes we might make due to negligence on our part; these only relate to minor variations of the correct products, not to different products altogether.

We might sometimes have to make changes to our products if we need to do so from a regulatory or legal perspective. However, if any change will impact your enjoyment of the products, we will let you know in advance.

We can't guarantee that the products you would like will always be available. We don't include stock indications on our website, but we will let you know as soon as possible after

you place your order if a product isn't available. If there is no alternative product that you would like to order, we will refund you as soon as possible.

We do our best to make sure that the prices on our website are correct. We are allowed to change prices and also to add or remove special offers when we wish. If we change a price, this will not impact an order you have already placed.

We will check all prices before accepting your order and sending you an email confirmation. However, if our website has shown you the wrong pricing information, we will contact you to let you know about the mistake. If the correct price is lower than you have paid, we will charge you the lower price. If the correct price is higher, we will give you the option to purchase the products at the correct price or to cancel your order. We will not proceed with processing your order until you respond. If we don't hear from you within 48 hours, we will cancel your order and send you an email to confirm this.

All prices on our website include VAT.

Delivery charges (where applicable) are not included in the prices shown on our website. The delivery charge will be automatically calculated when you checkout on our website, and added to your final price.

Food Products

All descriptions of the products include a list of ingredients and nutritional information (where relevant). We will indicate where a product is suitable for vegetarian/vegan/gluten-free customers, and our descriptions will clearly state if a product contains any allergens.

Most of our food products are fresh produce from the farm. However, some products may be combined with other foods to provide a final product to you. Please note that, where we do this, while we do our best to make sure that our products are prepared in a safe environment, we can't guarantee that they will be free from ingredients such as:

- Gluten
- Milk or lactose
- Eggs
- Peanuts
- Other nuts
- Celery
- Mustard
- Sesame seeds
- Soya or soybeans
- Fish

Placing an Order

Our website will guide you through the ordering process. You will be given the opportunity to review and amend your order before submitting it, so please check it carefully before making your purchase.

If you provide us with incorrect or incomplete information, we might not be able to process

your order. We will ask you to correct it but, if we haven't heard from you within a reasonable time, we will cancel your order.

Our website isn't making a contractual offer to you. When you place your order on our website, this is your offer to buy from us and, when we send you our order confirmation by email, this is our acceptance of your offer. At this stage, you have a legally binding contract.

Our order confirmation to you will include:

1. Your order number
2. Confirmation of the products ordered including full details of the main characteristics of the products
3. Pricing, including taxes, delivery costs and other charges
4. Estimated delivery date and time

If we can't accept your order for any reason, we will email you to explain why. If we have already taken payment, we will refund you as soon as possible (to the same payment method you used to make the purchase).

Paying for the Products

You will be prompted to pay on our website as part of placing your order. Payment is made via our payment gateway provider, which is currently Stripe.

Delivery and Collection, Risk and Ownership

We offer all products by click and collect. On our website, you will be given the option to select a date and time to collect the products, and these will be made available to you at the selected date and time. If you do not attend the farm on time to collect your products, we will do our best to keep the products for you for another 24 hours, but we cannot guarantee this, and you may need to contact us to make arrangements for another day. We cannot guarantee that, where you do this, your food products will still be within their use-by date.

We also deliver firewood products to the local area (being Kintyre, as shown on the map on our website). Where you have ordered firewood products for delivery, you may also order food products to be included in that same delivery. We anticipate that deliveries will be made within 7 days of placing your order. We operate deliveries six days per week, delivering to a different area each day.

We do not send out deliveries of food products only. Such orders are only available for click and collect.

If no one is at your delivery address to receive the products, and they can't be posted through the letterbox or left in a safe place that you have nominated, we will leave a note explaining how to rearrange delivery or where to collect the products from.

If you do not rearrange delivery or collect the products within 48 hours, we will be required to dispose of them, and treat the contract as cancelled. We will refund you the cost of the products, but not the cost of delivery.

Once you have collected your products from the farm, or we have delivered the products to the address included within your order, ownership of the products passes to you (as long as we have received payment in full, including delivery charges).

We can't be responsible for delays caused by delivery carriers, including Royal Mail. We will always do our best to get the products to you on time but cannot guarantee this.

If you have a problem with the products

We really hope you love the products we provide; however, we understand that sometimes things happen.

By law, we must provide you with goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any information we have provided, and that match any samples you have seen.

If the products do not comply with this when you receive them, or are incorrect, please contact us at orders@glencraigsfarm.co.uk

We will not be liable for the issue if we have told you about the issue before you made the purchase, if you purchased the products for an unsuitable purpose that we couldn't have known about, or if the issue arises from normal wear and tear, misuse or intentional or careless damage.

If we give you a refund under this section, this will be provided to you within 14 days.

If you return the products for any reason at all, you must do so in the original packaging and in the same condition as you received them.

For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

Cancellations

You can cancel an order within 24 hours of placing it on our website and receive a full refund. However, this does not apply if you have opted for a quick delivery service, as detailed above.

After 24 hours, you may not cancel your order.

Because the products we provide are perishable, you do not have the usual consumer rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You can cancel once you have received the products if there is an issue with them, as set out above, but not because you have changed your mind.

Business Customers

These terms apply to consumers only and do not apply to customers purchasing products in the course of business.

Your use of our website

You have permission for temporary use of our website, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

Where you have purchased our Service, you have permission to use our website in accordance with the Service-specific terms and conditions noted below.

You must treat all identification codes, passwords, and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

If you allow anyone else to use our website, you must make sure that they read these terms first, and that they follow them.

Only use the website as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the website and make changes to it, but we don't have to do this, and material on the website may be out-of-date. No material on the website is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the website by anyone.

The intellectual property contained in our website

We are the owner or licensee of all intellectual property rights on the website (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You may download and print one copy of our website for your non-commercial purposes only. You may not use the content of our website to create or attempt to create a service that is competitive with, or similar to, our service.

If you breach these terms, you lose your right to use our website and must destroy or return any copies you have made.

Our liability when you use our website

We do not guarantee the accuracy of material on our website. As far as legally possible, we exclude legal responsibility for the following:

- Any loss to you arising from your use of our website
- Loss of income, profit, business, data, contracts, goodwill, or savings

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.

We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

How to behave when using our website

If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the website will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our website or server or any connected database or make any 'attack' on the website. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our website.

You are allowed to make a legal link to our website's homepage from your website. We can end this permission at any time.

You must not suggest any endorsement by us or association with us unless we agree in writing.

Links from our website to other websites are for information only. We don't control them and don't accept responsibility for other websites, or any materials found upon them or any loss you suffer from using them.

Liability

We shall not be liable for any indirect (including loss of profit or any other economic loss), consequential or special loss arising out of or in relation to these terms and conditions or the goods we sell.

Nothing in these terms and conditions serves to exclude or limit our liability for death or personal injury caused by negligence.

Our liability under these terms and conditions, or for any matter in relation thereto, shall be limited to the price you have paid by you for your use of the service.

Termination

We reserve the right to terminate your use of the service at any time if you are in material breach of these terms and conditions, or where you are experiencing an insolvency event (including but not limited to entering into a voluntary arrangement with creditors, where an administrator or liquidator has been appointed to you, or where you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986).

General

We reserve the right to amend these terms and conditions at any time, and such amended terms and conditions shall be deemed to replace and supersede this version of the terms and conditions.

We will not be responsible for failure to provide the service (or any defect in providing the service) due to a force majeure event, being any event that occurs outside our reasonable control, including strikes, lock-outs or other industrial action, failure of a service (including

telecommunications network), an act of God, war, riot, fire, flood, storm, breakdown of plant or machinery, compliance with a law, rule or governmental order or direction, or default on the part of a supplier or sub-contractor.

If any provision of these terms and conditions is found to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

These terms and conditions, together with the order confirmation provided by us to you at the time of purchase, shall be the entire agreement between you and us regarding the service.

You may not, without our prior written consent, assign, transfer or subcontract any obligations under these terms and conditions (although we may do so without your consent).

These terms and conditions do not confer any rights on any third party, and so the Contracts (Rights of Third Parties) Act 1999 shall not apply.

If we wish to give you a notice under these terms and conditions, we will send it to the email address you submit your query through our website. If you wish to send us a notice, please email to info@glencraigsfarm.co.uk. Notices shall be deemed delivered at the time of transmission. This shall not apply to the service of legal proceedings.

These terms and conditions, and any non-contractual obligations arising hereunder, shall be governed, and construed in accordance with the laws of Scotland, and the Scottish courts shall have exclusive jurisdiction to deal with any dispute arising hereunder.