

Terms and Conditions

1. About Us

Browns-farmshop.co.uk is a site operated by Sarah Geldard trading as Browns Farm Shop. Address: Battle Road, Robertsbridge, TN32 5JG. Telephone: 01580 880503. Email: info@browns-farmshop.co.uk. Our VAT number is 155 3989 70.

2. Privacy Policy

We are committed to protecting your privacy online. We appreciate that you do not want the personal information you provide to us distributed indiscriminately and this policy explains how we collect information about you, what we do with it and what controls you have.

Who are we?

The website is owned by Sarah Geldard and the data controller is Sarah Geldard. The data controller is responsible for and controls the processing of your personal data in accordance with the Data Protection Act 1998 (the "Act"). We are registered with the Information Commissioner's Office and our registration number is A8702587.

Personal data we may collect about you

We can only provide the goods and services ordered by you if you provide us with your personal data. For the purpose of providing these services, we collect personal data about you such as: your name, address, e-mail address, telephone and mobile phone numbers, payment card information. We will use the information you provide for the purposes described in this privacy policy to which you agreed to at the time your data was obtained.

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment.

E-Mail marketing

If you sign up to our newsletter, we may use your e-mail address to send you information about our products and services. At any stage you can ask us to stop using your personal data for direct marketing purposes. You can opt out of receiving any marketing communications from us by emailing us at info@browns-farmshop.co.uk

Monitoring

We may also monitor who accesses our website, for example we may automatically collect access information about you such as: the type of internet browser you use; the website from which you have come to our website and your IP address (the unique address which identifies your computer on the internet) which is automatically recognised by our web server. Such information enables us to assess and build a profile of our users. We use this information to improve the layout and/or content of the pages of our website and customise them for users.

Disclosure of personal data

We may disclose your personal data:

- to other companies within our group;
- if we sell our business to a third party;
- to our agents and service providers (e.g. providers of web hosting or maintenance services);
- in any other case where we are required to do so by law or if we believe that such action is necessary to prevent fraud or cybercrime or to protect the website or the rights, property or personal safety of any person.

We may also disclose aggregate statistics about visitors to our website customers and sales in order to describe our services to prospective partners e.g. advertisers, sponsors and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.

If you are concerned about your data, you have the right, subject to the payment of a small fee (currently £10), to request access to the personal data which we may hold or process about you.

Security

We place great importance on the security of all personally identifiable information associated with our users. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information under our control.

We will use technical and organisational measures to safeguard your personal data, for example:

- we store your personal data on secure servers
- payment details are encrypted using SSL technology

You should bear in mind that submission of information over the internet is never entirely secure. We cannot guarantee the security of information whilst it is in transit over the internet and any such submission is at your own risk. All we can do is use all our reasonable efforts to safeguard your data and ensure that we maintain a reliable and safe environment to use your data.

It is advisable to close your browser when you have finished your user session to help ensure others do not access your personal information if you use a shared computer or a computer in a public place.

3. Ordering

You may place an order to purchase goods advertised for sale on this site by following the onscreen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order by clicking the "Buy now" button on the checkout page.

If you submit an order for goods via this site by clicking the 'Buy now' button, your order is an offer to us to buy the goods you have ordered on this site.

We will acknowledge receipt of your order by sending you an automatically generated email accepting your order. With this e-mail the contract will be concluded. The contract will relate only to those specific goods which are referred to in our e-mail confirming our acceptance of your order.

You should read and check the details in this e-mail to ensure that they are correct. If the details in the e-mail confirming your order are not correct, or if you are not satisfied with the details in the e-mail, please contact us at orders@browns-farmshop.co.uk

The contractual language is English.

Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions

4. Product Information

Information displayed on this site relating to availability is subject to change by us without notice. We cannot guarantee permanent or continuous availability of all products on this site. All orders are subject to availability at all times.

All products detailed on the website are a description of the main characteristics of the product.

If you require further information or detail prior to purchase, please contact us directly on info@browns-farmshop.co.uk or calling 01580 880503.

5. Price, Delivery and Payment

5.1 Price

Information displayed on this site relating to pricing is subject to change by us without notice, but those on the site at the time of any order placed will be the prices applicable to that order.

Occasionally, an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid. However, where the correct price of the goods is less than our stated price, we may (at our discretion) continue with your order and charge the lower amount on dispatch.

Unless stated otherwise, all prices include VAT (where applicable) but exclude delivery costs. Delivery costs can be looked up under 'Delivery' section. They will be notified to you separately before you submit your order and will be confirmed to you by e-mail.

For products which are sold based upon weight, (e.g. fruit and vegetables), the exact cost cannot always be calculated at the time your order is placed. Once your order has been prepared we will confirm the total cost of your goods and discuss with you any specific product costs at your request. On delivery or collection of your goods an itemised bill confirming the price of each item will be included.

5.2 Delivery

We deliver within the postcode areas below:

TN19, TN32, TN33, TN34, TN35, TN37, TN38, TN39 and TN40

Delivery to these postcode areas is free.

If you require delivery outside of these postcode areas please contact us for delivery option and costs by email to info@browns-farmshop.co.uk

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order on this site.

Delivery will be made according to the information on the product pages after your order is accepted. We will use reasonable endeavours to deliver the goods on any specified date we agree. Your order will normally be delivered within 72 hours of when your order was placed. Once you have placed your order we will contact you to advise you of the actual day and time to expect your delivery. Delivery times will be a 3 hour slot.

Deliveries will normally take place between 9-6pm. If you will not be in to accept the delivery please advise us where to leave your goods. Once a delivery has been left in the agreed safe place, we do not accept any liability if the goods are stolen, damaged or fresh items spoiled.

In the case of unforeseen circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the goods within these timescales and we will not be liable for any delay or failure to deliver the goods if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we and you will agree an alternative delivery date.

5.3 Collection

We offer two collection services which are free of charge:

- Car Park Collection – collection of your goods will be in our 'safe' area within the car park of the shop premises in Robertsbridge. Once your order has been prepared and payment has been made, a collection time will be agreed. On arrival you must inform the staff by telephone or in person you are ready to collect, your goods will then be placed in the 'safe' area for you to collect.
- Shop Collection – collection of your goods will be from the shop. On arrival please come to the shop serving area and pay for your goods which will then be presented to you.

For collection services please place your order by 12pm for next day collection.

There may be occasions when we have to change your collection day due to stock levels. We will contact you and advise if this is the case.

5.4 Payment

We must receive payment in advance and in full before your goods can be released and dispatched, unless we have agreed otherwise in advance in writing. Payment for goods can be made by one of the following payment methods:

- Card payment (Debit or Credit card) – for Car Park Collections or Delivery services your card payment will be taken over the telephone.
- Card payment in store (Debit or Credit card) – for Shop Collections payment can be made in store through the desktop terminal
- Bank Transfer – if you wish to use this payment method please contact us directly on 01580 880503 to arrange this. Funds will need to be received as cleared funds into the bank account prior to the goods being released to you

Please note cash payments are no longer accepted.

6. Right to Cancel

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

Cooling off period

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

Address

To exercise the right to cancel, you must inform us Browns Farm Shop, Battle Road, Robertsbridge, East Sussex, TN32 5JG, telephone number: 01580 880503, email: info@browns-farmshop.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

Deadline

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than – (a) 14 days after the day we receive back from you any goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

Return of goods

You shall send back the goods or hand them over to us or Browns Farm Shop, Battle Road, Robertsbridge, East Sussex, TN32 5JG, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

Return cost

You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £30.

Consumer's liability for diminished value of goods

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Statutory exceptions

There are some statutory exceptions to the right to cancel which are contained in Regulation 28. The right to cancel does not exist for:

- the supply of goods that are made to the consumer's specifications or are clearly personalised
- the supply of goods which are liable to deteriorate or expire rapidly
- the supply of alcoholic beverages, where (i) their price has been agreed at the time of the conclusion of the sales contract, (ii) delivery of them can only take place after 30 days, and (iii) their value is dependent on fluctuations in the market which cannot be controlled by the
- in the case of contracts for the supply of sealed goods which are not suitable for return due to health protection or hygienic reasons, the right to cancel ceases if the goods become unsealed after delivery
- in the case of sales contracts, the right to cancel ceases if the goods become mixed inseparably (according to their nature) with other items after delivery

7. Refunds Policy

Following cancellation, we will refund you the price paid for the cancelled order (or part of the order cancelled), less any collection or return charges (if any). We will also refund any standard delivery charges paid, or an amount equal to those charges if you elect to use a more expensive delivery method.

We will pay the refund within 14 days after the day:

- you notified us to cancel your order, where you have not received the goods (and the goods have not been dispatched to you) or where we have agreed to collect the goods; or,
- we receive the goods you returned to us, where you are in receipt of the goods; or
- you provide us with a proof of return for the goods, where you have returned the goods but we have not yet received them.

We will refund you using the same means of payment as you used to pay for your order. We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable use means handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods, in particular if it goes beyond the sort of handling that might reasonably be allowed in a shop.

We may withhold any refund until we have received the goods or you have supplied proof of return for the goods. Without limiting your cancellation rights in Clause 6, if you are not satisfied with a product for any reason e.g. if it is not what you ordered, it is damaged or defective, or we have delivered an incorrect quantity, please return the product to us.

Once we have confirmed the product defect or other problem, we will:

- provide a full refund for any product that is not what you ordered;
- provide a full refund for any goods that are damaged or defective, if this is within a reasonable time following the sale; or
- at your option, repair or replace the goods at our cost (including the cost of postage), unless this would not be possible or would be disproportionately costly in the circumstances, in which case we will refund to you the amount paid for the goods in question

We 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 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for defective goods.

8. Cancellation by us

We reserve the right to cancel the contract between us if, for example:

- we have insufficient stock to deliver the goods you have ordered;
- we do not deliver to your area; or
- one or more of the goods you ordered was listed at an incorrect price.

If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit or debit card as soon as possible.

9. Title and Risk

You will become the owner of the goods you have ordered when they have been delivered to you and we have received clear funds in full payment for the goods. Once goods have been delivered to you or a person nominated by you they will be held at your own risk and you will be responsible for them.

10. Liability

To the extent not prohibited by law, we accept no liability for any:

- loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
- loss which arises when we are not at fault or in breach of these Terms and Conditions; and
- business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption)

Nothing in these terms will affect any liability we may have: (a) for fraudulent misrepresentation; (b) for death or personal injury arising from our negligence; (c) under Part I of the Consumer Protection Act 1987; (d) for breach of any condition as to title or quiet enjoyment of or in relation to any goods supplied by us; or (e) in relation to any other liability, including any liabilities under sale of goods or supply of services legislation, that may not by applicable law be excluded or limited.

11. Events Beyond our Control

We will have no liability to you for any delay in delivering goods you have ordered that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

12. General

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other part of these Terms and Conditions and the remainder of the provision in question will not be affected. No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. If we fail to insist that you perform any of your obligations under our agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing. We may update, vary and amend these Terms and Conditions from time to time without prior notice. Each time you order or otherwise purchase any goods from us, the Terms and Conditions in force at that time will apply (as set out on this site). Please check this site to ensure that you understand which Terms and Conditions apply.

13. Law and Jurisdiction

These terms are governed by English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland.