

# TERMS & CONDITIONS

## ONLINE SHOP & LOCAL DELIVERIES

### GENERAL

- In the circumstance that we are unable to fulfil your order due to stock availability we will call and email you to advise on the next best delivery day, or suggest a substitute. Bodnant Welsh Food also cannot be held liable for failure to deliver due to circumstances beyond our control.
- We do not offer an International Delivery Service for online orders however we'd be happy to advise what products we can send overseas – please contact us on 0149265100. You may place an order online for products from outside the UK, but this order must be for delivery to a UK mainland address.
- Fresh products are sent packed in insulated cool boxes with ice packs.
- Delivery will be completed when we deliver the Products to the address you gave us. We do not deliver to third party courier companies.
- The Products will be your responsibility from the completion of delivery.
- You own the Products once we have received payment in full, including all applicable delivery charges.

## TERMS & CONDITIONS FOR THE SUPPLY OF PRODUCTS BY BODNANT WELSH FOOD

1.1 This page (together with our privacy policy and terms of website use) tells you information about Bodnant Welsh Food 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, or by phone 01492651100 or, by email to [hello@bodnant-welshfood.co.uk](mailto:hello@bodnant-welshfood.co.uk)

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.

1.6 Separate conditions apply for workshops and cookery courses.

## 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. In particular, we are not allowed by law to supply intoxicating liquor if you are under the age of 18. If you are under 18, please do not attempt to order Products through our site. Please note, pursuant to the Licensing Act 1964 it is an offence for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18, subject to a maximum fine on conviction of £1000. If your order does include intoxicating liquor, please do not be offended if you are asked to supply identification either at the point of order, prior to provision of

the order or upon delivery. We reserve the right to withhold delivery of such items if appropriate identification cannot be provided and whilst we will refund the cost of the item you will still be liable for the delivery charge.

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 including any delivery charges that apply to your purchase.

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 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 have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch 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.

## **PRICES**

4.1 The price of the Products and our delivery charges 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 below for what happens in this event.

4.2 The price of a Product is VAT inclusive (where applicable) at the applicable current rate chargeable in the UK for the time being.

4.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders already placed.

4.4 Payment can be made using Master Card, Visa, Discover, AMEX, Diners, CUP, JCB and Maestro. Payment for the Products and all applicable delivery charges is in advance.

4.5 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 via telephone 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.

## DELIVERY

5.1 Local deliveries (within our 20 mile radius) will be charged at £5 per delivery for Monday - Friday next day delivery when an order is placed before 3pm.

5.2 To UK mainland addresses, a single delivery of items other than large heavy orders (particularly wine and bespoke hampers) will be charged at £10.50 for pre 6pm next day delivery Monday to Friday.

Please note, due to the delivery being by way of third party courier we cannot guarantee delivery before or at the specified time.

5.3 Delivery charges are for one delivery to any single mainland United Kingdom address. This excludes the Isle of Man, Northern Ireland, Scilly Isles, some remote areas of Scotland, and the Scottish islands. Some products, particularly fresh foods, may not be able to be sent to these locations due to transit times. If it is possible to arrange delivery to these areas due to the product in question, a surcharge may be payable for deliveries to these locations.

5.4 In addition to the price of the bespoke hamper, an additional charge, at an amount advised during the ordering process, is made to cover delivery, bespoke sustainable packaging, eco-courier where appropriate and the personalised premium service.

5.5 Bodnant Welsh Food also cannot be held liable for failure to deliver or delays in delivery due to circumstances beyond our control including, but not limited to traffic, emergencies or adverse weather.

5.6 We will aim to deliver within the times stated but this cannot be guaranteed.

5.7 Bodnant Welsh Food aims to keep customers in regular contact via telephone regarding the status of orders for bespoke hampers, in particular in the event that delivery is likely to be delayed for a significant period.

5.8 You will be charged in full if we attempt to deliver to the address that you have provided for delivery without success (although we will make reasonable endeavours to contact you to discuss).

5.9 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.

To discuss delivery further, please contact us on [hello@bodnant-welshfood.co.uk](mailto:hello@bodnant-welshfood.co.uk) or call us on 01492651100.

## CANCELLATION & RETURNS

6.1 As a consumer, you have a legal right to cancel a Contract during the period explained in paragraph 6.3. This means that during such period, if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

6.2 You can also cancel an order before you've received the Dispatch Confirmation.

6.3 However, this cancellation right does not apply in the case of any custom-made or personalised Products (including but not limited to bespoke hampers) or for 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.

6.4 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we email you to confirm our acceptance of your order), which is when the Contract between us is formed.

6.5 To cancel a Contract please contact us on 01492651100 or [hello@bodnant-welshfood.co.uk](mailto:hello@bodnant-welshfood.co.uk) .

6.6 If you cancel a Contract we will refund the price you paid for the Product. We are permitted to reduce the amount we refund you to reflect a devalue in the Product caused by your handling them.

6.7 If you have returned the Product because it was faulty we will examine the product and will notify you about a refund via email or phone.

6.8 We process refunds to the card you used to pay.

6.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this section or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **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.