TERMS OF SERVICE SHOP

Terms Of Service

1. **Introduction**
   1. These terms and conditions shall govern the sale and purchase of products through our website.
   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.
   3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
   4. These terms and conditions do not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).
2. **Interpretation**
   1. In these terms and conditions:
      1. "we" means Bibury Fine Foods Ltd t/a Bibury Trout Farm (our full details and contact information is set out in Section 25); and
      2. "you" means our customer or prospective customer,

and "us", "our" and "your" should be construed accordingly.

1. **Order process**
   1. The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
   2. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
   3. To enter into a contract through our website to purchase products from us, the following steps must be taken: [you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
   4. You will have the opportunity to identify and correct input errors prior to making your order by deleting unwanted items from your basket prior to checkout.
   5. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not [accept orders from OR deliver to] addresses outside the UK.
2. **Products**
   1. We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.
   2. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
   3. The packaging of the product may vary from that shown in images on our website.
3. **Prices**
   1. Our prices are quoted on our website.
   2. We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
   3. All amounts stated in these terms and conditions or on our website are stated exclusive of VAT as these products carry a zero VAT rating. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
   4. It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.
   5. In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.
4. **Payments**
   1. You must, during the checkout process, pay the prices of the products you order.
   2. Payments may be made by debit or credit card.
   3. Subject to any subsequent charge-back, you own a product (which is goods) once we have received payment in full.
   4. If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
   5. If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
      1. an amount equal to the amount of the charge-back;
      2. all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
      3. an administration fee of GBP 10.00 including VAT; and
      4. all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.5 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.5.

* 1. We may also charge interest to you on any overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

1. **Deliveries**
   1. We will deliver the products to you as soon as reasonably possible and we guarantee to deliver an order within 10 days of the day on which we accept your order. If your order needs to be arranged for a specific date, you will need to email [sales@biburytroutfarm.co.uk](mailto:sales@biburytroutfarm.co.uk) to arrange.
   2. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
   3. As the products are fresh foods it is essential that you are available at the designated address to take delivery of the products.
   4. If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection before the "best before" date of the products expires we may end the contract.
2. **Distance contracts: cancellation right**
   1. This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
   2. Orders may be cancelled between the time of the sending of the email confirming your order and despatch of the goods solely at the company’s discretion. Please contact us by phone on 01285 740215.
   3. Under the Distance Selling Regulations fresh foods are excluded from the Right to Cancel.
3. **What to do if there is a problem**
   1. If the goods you have ordered arrive in an unsatisfactory state please contact us immediately on [sales@biburytroutfarm.co.uk](mailto:sales@biburytroutfarm.co.uk) by phone on 01285 740215 or by phone on 01794 330000. We pride ourselves on delivering the very finest smoked trout so if we will replace any order that is not delivered within the promised timeframe or arrives in an unsatisfactory condition.
   2. If you wish to exercise your legal rights to reject products you must allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01285 740215 or email us at [sales@biburytroutfarm.co.uk](mailto:sales@biburytroutfarm.co.uk) for to arrange collection. You must still store and look after the products in accordance with our instructions from the time you take possession to the time we collect them.
   3. For detailed information on your consumer rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call them on 0808 223 1133.
4. **Warranties and representations**
   1. You warrant and represent to us that:
      1. you are legally capable of entering into binding contracts;
      2. you have full authority, power and capacity to agree to these terms and conditions;
      3. all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
      4. you will be able to take delivery of the products in accordance with these terms and conditions.
   2. We warrant to you that:
      1. we have the right to sell the products that you buy;
      2. the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
      3. you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
      4. the products you buy will correspond to any description published on our website; and
      5. the products you buy will be of satisfactory quality and fit for their fit for their intended purpose.
   3. All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 11.1, all other warranties and representations are expressly excluded.
5. **Limitations and exclusions of liability**
   1. Nothing in these terms and conditions will:
      1. limit or exclude any liability for death or personal injury resulting from negligence;
      2. limit or exclude any liability for fraud or fraudulent misrepresentation;
      3. limit or exclude any liabilities in any way that is not permitted under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

* 1. The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:
     1. are subject to Section 11.1; and
     2. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
  2. We will not be liable to you in respect of any loss or damage that:
     1. is not reasonably foreseeable at the time the contract was made; or
     2. arises out of any event or events beyond our reasonable control.
  3. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, business interruption, contracts, commercial opportunities or goodwill.

1. **When we may cancel an order**
   1. We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:
      1. you fail to pay, on time and in full, any amount due to us under that contract;
      2. you commit any breach of the contract (except payment) and do not or cannot remedy the breach within 5 days;
      3. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
      4. you do not allow us to deliver the products to you or collect them from us on the agreed date or within the agreed timescale;
   2. We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, pandemic, epidemic, fire, flood, disaster, riot, terrorist attack or war.
   3. We may cancel a contract under these terms and conditions by written notice to you if we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product.
2. **When you may cancel an order.**
   1. You may cancel a contract under these terms and conditions immediately, by giving us written notice of termination, if
      1. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
      2. there is a risk that supply of the products may be significantly delayed because of events outside our control; or
      3. you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Section 7).
3. **Consequences of order cancellation**
   1. If a contract under these terms and conditions is cancelled in accordance with Section 12 Section 13:
      1. we will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and
      2. you will continue to have an obligation where applicable to pay for products which have been delivered in accordance with the contract at the date of cancellation (without prejudice to any right we may have to recover the products).
   2. If a contract under these terms and conditions is cancelled in accordance with Section 12.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (such costs may be up to the full price of the contract if, for example, you refuse to accept delivery of the product and we are unable to resell the product due to health and safety reasons).
   3. If a contract under these terms and conditions is cancelled in accordance with Section 12.2 or Section 12.3 we will refund any sums you have paid in advance for products which will not be provided.
   4. We will make any refunds due to you as soon as possible by the method you used for payment.
   5. After termination of the contract, all the other provisions of these terms and conditions will cease to have effect, except that Sections 1, 6.5, 11, 14, 15, 18, 19, 20, 21, 22 and 23 will survive termination and continue in effect indefinitely.
4. **How we may use your personal information**
   1. We will only use your personal information as set out in our [LINK TO PRIVACY POLICY].
5. **Scope**
   1. These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.
   2. These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.
   3. These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).
6. **Variation**
   1. We may revise these terms and conditions from time to time by publishing a new version on our website.
   2. A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.
7. **Assignment**
   1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions and we will ensure that the transfer will not affect your rights under the contract.
   2. You may only assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions if we have agreed to this in writing.
8. **No waivers**
   1. No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
   2. No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.
9. **Severability**
   1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
   2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
10. **Third party rights**
    1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
    2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.
11. **Entire agreement**
    1. Subject to Section 10.1, these terms and conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.
12. **Law and jurisdiction**
    1. These terms and conditions shall be governed by and construed in accordance with English law.
    2. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. This does not affect your statutory consumer rights.
13. **Statutory and regulatory disclosures**
    1. We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you save a copy of these terms and conditions for future reference.
    2. These terms and conditions are available in the English language only.
14. **Our details**
    1. This website is owned and operated by Bibury Fine Foods t/a Bibury Trout Farm.

We are registered in England and Wales under registration number 12886814

* 1. and our registered office is at Summer Lake Spine Road, South Cerney, Cheltenham, GL5 7LW
  2. Our principal place of business is at Bibury Trout Farm, Bibury, Nr Cirencester, GL7 5NL
  3. You can contact us by writing to the address given above, by telephone on 01285 740215 or by [email](mailto:victoriawhite@chalkstreamfoods.co.uk) sales@biburytroutfarm.co.uk