

Terms and Conditions

We are : D C Wilson Farms trading as Wappenham Farm

Our address is: Rectory Farm, Rectory Way, Wappenham, Towcester, Northants, NN12 8SQ

We can be contacted at: Tel: 01327 860317 / 07967604778

Email: enquiries@wappenhamfarm.co.uk

You are: A user of our Website.

Please read the terms and conditions (“Terms and Conditions”) set out below carefully before ordering any Goods from this Website. By ordering any Goods from this Website you agree to be bound by these Terms and Conditions.

1. Ordering

1.1. Any contract for the supply of Goods from this Website is between you and Wappenham Farm. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.

1.2. Goods purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party.

1.3. Please note that some of our Goods may be suitable for certain age ranges only. You should check that the product you are ordering is suitable for the intended recipient.

1.4. When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.

1.5. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure.

1.6. Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the order are correct, this email will be deemed

an acceptance and will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.

1.7. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Goods available for sale on the Website and to discontinue any product line or service.

1.8. The contract for the Goods will be accepted at the time of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons.

2. Prices and Payment

2.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. Prices are inclusive of value added tax but exclusive of delivery charges which will be added to your order, where applicable.

2.2. The total price for Goods ordered, including delivery charges, will be displayed on the Website when you place your order.

2.3. You must pay for your order at the time of booking and you can do so by debit or credit card. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making the order.

3. Tickets/Access

3.1. Please print your and bring your order confirmation with you as proof of purchase, as well as the debit/credit card you used for the online transaction.

3.2. If you don't have access to a printer, please make a note of the order confirmation.

3.4. If your email is on a smartphone, you can use that to show your booking confirmation.

4. Cancellation & Refunds

The Consumer Contracts Regulations gives the customer a cancellation period that starts when the order is placed and ends 14 days from the day good are received. The customer has a further 14 days to return the goods in the original packaging and condition as purchased, a refund will be processed.

5. Your Information

5.1. Where we have requested information from you to provide Goods you agree to provide us with accurate and complete information. All information provided by you to use will be processed and stored in accordance with our Privacy Policy.

6. Linked Sites

There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

7. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to Wappenham Farm.

8. LIMITATION OF LIABILITY – PLEASE READ CAREFULLY AS THIS LIMITS OUR LIABILITY TO YOU

8.1. GREAT CARE HAS BEEN TAKEN TO ENSURE THAT THE INFORMATION AVAILABLE ON THIS WEBSITE IS CORRECT AND ERROR FREE. WE APOLOGISE FOR ANY ERRORS OR OMISSIONS THAT MAY HAVE OCCURRED. WE CANNOT WARRANT THAT USE OF THE WEBSITE WILL BE ERROR FREE OR FIT FOR PURPOSE, TIMELY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE WEBSITE AND WE DO NOT MAKE ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, RELATING TO FITNESS FOR PURPOSE, OR ACCURACY.

8.2. IF WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE TO YOU AS A RESULT OF SUPPLYING YOU WITH THE GOODS SUCH LIABILITY IS LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE RELEVANT GOODS. WE EXCLUDE LIABILITY FOR LOSSES THAT WERE NOT FORESEEABLE TO BOTH PARTIES WHEN THE CONTRACT WAS FORMED AND LOSSES THAT WERE NOT CAUSED BY ANY BREACH ON OUR PART. THIS LIMITATION OF LIABILITY DOES

NOT APPLY TO PERSONAL INJURY OR DEATH ARISING AS A DIRECT RESULT OF OUR NEGLIGENCE.

8.3. WE DO NOT ACCEPT ANY LIABILITY FOR ANY DELAYS, FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, VIRUSES OR OTHER CONTAMINATION OR DESTRUCTIVE PROPERTIES TRANSMITTED TO YOU OR YOUR COMPUTER SYSTEM VIA OUR WEBSITE EXCEPT WHERE THIS HAS BEEN CAUSED BY OUR NEGLIGENCE.

8.4. THE PRODUCTS SOLD BY US ARE PROVIDED FOR PRIVATE DOMESTIC AND CONSUMER USE ONLY. ACCORDINGLY, WE DO NOT ACCEPT LIABILITY FOR ANY LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF DAMAGE TO PROPERTY AND/OR LOSS FROM CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF THE WEBSITE OR FOR ANY PRODUCTS OR SERVICES PURCHASED FROM US.

8.5. WE HAVE TAKEN ALL REASONABLE STEPS TO PREVENT INTERNET FRAUD AND ENSURE ANY DATA COLLECTED FROM YOU IS STORED AS SECURELY AND SAFELY AS POSSIBLE. HOWEVER, WE CANNOT BE HELD LIABLE IN THE EXTREMELY UNLIKELY EVENT OF A BREACH IN OUR SECURE COMPUTER SERVERS OR THOSE OF THIRD PARTIES EXCEPT WHERE THIS HAS BEEN CAUSED BY OUR NEGLIGENCE.

9. General

9.1. We may alter or vary the Terms and Conditions at any time. Any variation will not affect existing orders placed with us. Variations or updates to our Terms and Conditions will be published on our Website. Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

9.2. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions form the basis of our contract. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

9.3. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

9.4. These Terms and Conditions and our Agreement shall be governed by relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Agreement.

9.5. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

9.6. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.