

Terms and Conditions

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you have any questions or queries relating to them, please do not hesitate to Contact Us.

Information About How to Contact Us

Who we are. We are Perrinpit Farm (operating as a sole trader) and our full business address is: Perrinpit Farm, Perrinpit Road, Frampton Cotterell, BS35 2AT.

How to Contact Us

You can contact us using the details on our Contact Us page.

How We May Contact You

If we have to contact you we will do so using the contact details you provided to us when you submitted your order.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails but not fax.

Our Contract with You

How we will accept your order.

Our acceptance of your order will take place when we email you to accept it "Order Confirmation", at which point a contract subject to these terms and conditions will come into existence between you and us.

If we cannot accept your order.

If we do not send you an Order Confirmation no contract is formed between us. We reserve the right to inform you that we cannot accept your order and this might be because; the goods are out of stock, unexpected limits on our resources, we have identified an error in the price or description of the goods, government intervention,

purchase age restrictions or because we are unable to meet a delivery date you have requested.

Your order number.

We will assign an order number to your order and tell you what it is on your Order Confirmation. It will help us if you can tell us the order number whenever you contact us about your order.

We only sell to the UK.

Our website is solely for the promotion of our goods in the UK. We do not deliver to addresses outside mainland UK.

Our Goods

Goods may vary from their pictures.

The images and packaging of the goods on our website are for illustrative purposes only. Although we endeavour to show our goods accurately, we cannot guarantee that your device's display of the colours will accurately show images as we intend.

Although we make every effort to be as accurate as possible, due to the nature of the goods we sell, some goods are cut by hand and therefore all sizes, weights and colours indicated on our website are approximations only, unless we state otherwise.

We provide general information only.

Any general advice, recipes and instructions provided by us relating to our goods have been produced as guidance only to assist you to consume the goods. Please note that the advice, recipes and instructions are provided for general information only and we accept no liability for any loss, damage or injury arising as a result of the information provided to you on our website or in conjunction with any of our goods.

Inspection, storage and cooking of our goods.

You are responsible for opening and inspecting the goods upon delivery and for storing them correctly in accordance with the instructions contained on the packaging of each item. We do not recommend goods are left outside (for example, on your doorstep) following delivery. It is your responsibility to ensure all goods are properly stored, prepared, and cooked (where applicable).

We accept no liability for any loss, damage or injury arising as a result of your incorrect storage, preparation or cooking of the goods. You must contact us as soon as possible after receiving the goods to make us aware of any problems.

Age restricted goods.

Some of our goods have legal purchase age restrictions and must only be sold by us in accordance with the applicable legislation; where a product has a purchase age restriction you may be asked to provide photo identification to prove that you are of the legal purchase age. We reserve the right to refuse to sell age restricted products to anyone who in our opinion does not appear to be of the correct age for the product to be lawfully purchased, including but not limited to alcohol, knives or fireworks.

Your Rights to Make Changes

Making changes to your order.

If you wish to make a change to the goods you have ordered, please contact us as soon as possible. You must tell us about any amendments to your order not less than 5 working days before the scheduled delivery date of your order.

Any changes requested within 5 working days of the scheduled delivery date may not be possible and you will be charged for the goods ordered originally.

Please note that any such amendments are at our full discretion, subject to availability and subject to clauses below.

We will let you know if the change is possible. If it is possible to make the change we will notify you about any changes to the price of the goods, delivery times and any other details that are affected as a result of your requested change. We will then ask you to confirm whether you wish to go ahead with the changes requested.

Christmas Orders.

Please note that you will not be able to cancel and/or reduce your order if the delivery date of the goods is on or after 1 December up until 1 January in any given year.

You may, during this time period, be able to increase the contents of your order providing that you give us 7 days written notice before your order is due, but this is at our full discretion and subject to availability.

Our Rights to Make Changes

Minor changes to the goods.

We may change the goods to reflect changes in relevant laws and regulatory requirements and/or to implement technical adjustments and improvements. These changes will not affect your use of the goods. We may also make the following minor changes to goods, where necessary:

Our suppliers.

We reserve the right to change our suppliers without notice.

Frozen goods.

Where you have ordered frozen goods and we do not have sufficient levels of frozen stock to fulfil your order, we may instead send fresh goods. Where we do this we will supply you with instructions on how best to freeze fresh goods. This will not affect your use of the goods or the quality of the goods supplied.

Substitute goods.

Where we have insufficient stock to fulfil your order, we may supply substitute goods. Where we supply a substitute good, we will ensure the substitute is a reasonably suitable alternative.

More significant changes to the goods and these terms.

We may need to make more significant changes to these terms or to the goods. If we do make such changes, we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

Providing the Goods

Delivery costs.

The costs of delivery will be as displayed to you on the Delivery page of our website (during the checkout process).

When we will provide the goods.

We will confirm the delivery date and (depending on the delivery date selected) the time slot, in an email to you. Please note: whilst we will endeavour to meet your requirements for a delivery date and time, these are estimates only and as such, we cannot guarantee your order will be delivered on such date/time.

We are not responsible for delays outside our control. If our supply of the goods is delayed by an event outside our control (this can include extreme weather conditions, vehicle breakdowns, transport disruption, government restrictions and other such events) we will contact you as soon as practicable to let you know and will offer a replacement delivery when it is possible to do so, unless the event is classified as a Force Majeure Event.

Force Majeure Event.

A Force Majeure Event means any circumstance that is not within our reasonable control including, without limitation, acts of God, flood, fire, explosion, drought, adverse weather, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, any law or any action taken by a government or public authority, including without limitation, imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent. We shall be not be in breach of these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure result from a Force Majeure Event. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, we may cancel your order by giving five days' written notice to you.

If you are not at home when the goods are delivered. If no one is available at your address to receive the goods we will follow your delivery instructions where you have provided us with the same (e.g. leave the goods in a porch or with a neighbour). Where you provide us with delivery instructions, you acknowledge and agree that you will be responsible for the goods from the point of delivery and that in no

circumstances shall we be liable for lost, stolen, damaged or perished goods where we have delivered goods in accordance with instructions provided by you.

When you become responsible for and own the goods.

You own goods once we have received payment in full for those goods. The goods will be your responsibility from the time we deliver or first attempt to deliver the goods to the delivery address you provided to us in your order.

Unable to accept your delivery.

If no one is available at your address to take delivery, the goods cannot be posted through your letterbox and you have not provided us with any delivery instructions, our courier will find a suitable 'safe place' to leave the parcel, if there is not a suitable safe location they will dispose of the goods. It is your responsibility to provide us with a safe location to leave your parcel if you are unable to be at home to receive the items. Failing to provide us with a safe location or making yourself available to receive the goods means you shall be liable for any additional delivery costs incurred by us. We accept no liability in respect of damaged or perished goods where we have been unable to deliver them during our delivery attempt. If you fail to rearrange redelivery (or the goods have already perished before you do so), you will still be charged for the goods (and any delivery costs). In no circumstance will you be entitled to a refund in respect of goods which we have been unable to deliver.

If you arrange redelivery directly with our courier.

If no one is available at your address to take delivery of goods and you contact our courier directly to arrange redelivery at a later time and/or date, we cannot guarantee the courier will store goods appropriately and that goods will reach you in a satisfactory condition. We do not recommend that you rearrange delivery goods directly with our courier. If you arrange redelivery directly with our courier, you accept responsibility for the condition of goods delivered and acknowledge that we shall not be liable for the condition of goods received. You will not be entitled to a refund in respect of unsatisfactory goods or late delivery where you have arranged redelivery directly with our courier.

What will happen if you do not give the required information to us.

We need certain information from you so that we can supply the goods to you, for example, the quantity of goods required, contact details and a delivery address. You must provide us with such information when you place your order and we will confirm the information you give us in our order confirmation email. If the information you give us is incorrect, it is your responsibility to contact us to let us know as soon as possible. If any of the information we require is missing or we discover it is incorrect, we will attempt to contact you. If you do not give us the information we require within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, or we are not able to contact you, we may end the contract (and conditions will apply). We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you giving us incorrect or incomplete information and you may still be charged.

Your Rights to End the Contract

Your rights to end your contract with us.

Your rights when you end the contract will depend on the goods you have bought, whether there is anything wrong with them and when you decide to end the contract:

If the goods you have bought are damaged or misdescribed you may have a legal right to end the contract (or to get the goods replaced or to get some or all of your money back).

If you want to end the contract because of something we have done or have told you we are going to do.

If you have just changed your mind about the goods.

In all other cases (if we are not at fault and there is no right to change your mind).

Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out above below the contract will end immediately and we will refund you in full for any goods which have not been provided. The reasons are:

we have told you about an upcoming change to the goods or these terms which you do not agree to.

we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed; or,

The supply of the goods are likely to be significantly delayed because of events outside our control.

However, we reserve the right to deduct administrative costs and/or expenses from the refund if such costs have already been incurred by us in anticipation of us fulfilling your order.

A right to change your mind if the goods are not fresh and perishable.

As most of our goods contain fresh and perishable food, you may not be entitled to the "normal" right to change your mind within 14 days after the day you receive them. One of the reasons for this is because the food is likely to have a best before date within only a few days of delivery of the goods. If you have purchased goods that are not fresh and perishable foods (for example, a recipe book), then you will be entitled to change your mind within 14 days, return the item to us (which you must organise) and receive a refund. These rights are explained in more detail in these terms.

How long do I have to change my mind if my goods are not fresh and perishable (for example, a recipe book)? You have 14 days after the day you (or someone you nominate) receives the goods unless your goods are split into several deliveries over different days. In this case, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may only receive a partial refund or no refund at all.

How To End the Contract with Us

Tell us you want to end the contract.

To end the contract with us, please contact us in writing via email.

When we will pay the costs of return. We will pay the costs of return:
if goods are damaged or misdescribed upon delivery of the same; or
if you are ending the contract because we have told you of significant changes to the goods or these terms, an error in pricing or description or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances, you must pay the costs of return.

How we will refund you.

We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

When your refund will be made. We will make any refunds due to you as soon as practically possible. If you are exercising your right to change your mind for non-perishable goods then your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us.

Our Rights to End the Contract

We may end the contract if you break it.

- We may end the contract for goods at any time by writing to you if you do not:
- make any payment to us when it is due;
- within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, delivery address; and/or
- within a reasonable time, allow us to deliver the goods to you or arrange redelivery.

We may withdraw the goods.

We may at any time withdraw certain goods for sale, and we will use our best efforts to ensure our website it up-to-date.

If There is a Problem with the Goods

How to tell us about problems.

If you have any questions or complaints about the goods, please Contact Us.

Summary of your key legal rights.

Nothing in these terms affects your legal rights. The goods we supply to you must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods (see best before dates on our food/drink as this may impact on your rights) your legal rights entitle you to the following:

up to 30 days: if your item is damaged (rather than simply going out of date after delivery), then you may receive a refund or replacement;

up to 6 months for our non-perishable goods: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

For detailed information about your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

Price and Payment

What happens if we got the price wrong.

It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' correct price at your order date is higher than the price stated on our website, we will contact you for your instructions before we accept your order.

If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

When you must pay and how you must pay.

We accept payment with all major credit and debit cards. Your payment will be taken as soon as the order has been placed. All of our online payments will be processed through Paypal – a PCI/ DSS Level 1 payment service provider. We use Paypal to ensure the highest possible level of security and fraud protection available for all of our customers.

What to do if you think any prices or payments are wrong.

If you think a price or payment taken is wrong please Contact Us promptly to let us know.

Promotions and Discounts

We may offer discounts and other promotions to you from time to time from our website, social media channels, by email or through one of our third-party partners.

Certain promotions and discounts may be subject to additional terms and conditions. Where additional terms apply we will notify you at the time we make the promotion available to you and we will provide details of where you can find any additional terms. Where applicable, additional terms shall apply in addition to these terms. Where additional terms conflict with these terms and conditions, the additional terms shall take precedence.

Promotional codes shall be valid for a defined period only. We will notify you of the validity period at the time of promotion. You may use any one promotional code only once during the validity period. We reserve the right to withdraw a promotion or discount at any time without providing express notice to you.

Promotional codes cannot be exchanged for cash. We do not permit the sale, trade or purchase of promotional codes in any way.

Where we advertise promotions and discounts through our partners, only these terms and conditions (and any additional terms imposed by us) shall apply.

Our Responsibility for Loss or Damage Suffered by You

We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses.

We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How We May Use Your Personal Information

We will deal with your personal information in accordance with our Privacy Policy.

Other Important Terms

We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if this affects the delivery address or method.

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in condition 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts.