



# APLEY FARM SHOP

## Terms & Conditions for the use of our website

**NB.** As our [online shop](http://www.ApleyOnline.com), ApleyOnline.com, is hosted on the DeliShops platform, please also click [HERE](#) to read the their **Privacy**

**This page** provides information about who we are and the legal terms and conditions that may apply to your use of our website, [www.ApleyFarmShop.co.uk](http://www.ApleyFarmShop.co.uk) and any product or service you order from us at our geographical location in Shropshire, UK.

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## Who we are

This website is owned and operated by Apley Farm Shop, a partnership registered in England and Wales whose registered office is at Apley Estate Office, Norton, Shropshire, TF11 9ED, UK. Our registered VAT number is GB 275877010. Unless we say otherwise, we use the terms “Apley”, “Apley Farm Shop”, “we” and “us” on this website to refer to Apley Farm Shop, throughout these Terms and Conditions, which include the Website Terms of Use, Privacy & Cookie Policy and our General Terms and Conditions of Sale (“Website Terms”).

If you want to ask us anything (whether about our products and services, this website, any of our terms and conditions or otherwise), then please contact us by any of the following means:

Phone us on: 01952 581 002

E-mail us at: [enquiries@apleyfarmshop.co.uk](mailto:enquiries@apleyfarmshop.co.uk)

Write to us at: Apley Farm Shop, Norton, Shropshire, TF11 9EF

## Website terms of use

The Website Terms apply to your use of the Apley website at [www.apleyfarmshop.co.uk](http://www.apleyfarmshop.co.uk) (the “Website”) and to any order you place on the Website. The Website Terms apply regardless of how you access the Website, including any technologies or devices by which Apley makes the Website available to you at home, on the move or in store. You must read these Website Terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using, registering with, or placing an order on the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, please do NOT use this Website.

All legal notices on this Website which relate to your use of the Website together with all applicable terms and conditions and our Privacy Policy govern your use of this Website.

## Your use of this website

You may only use this Website for lawful purposes and you may not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else’s enjoyment of the Website. You may not, without our prior written consent, copy, reproduce, crawl, frame, republish, download, print, post, distribute, re-post, broadcast, record, transmit, edit, communicate to the public, link to, deep-link into, or distribute in any way the web pages or materials on the website or the computer codes or elements comprising the Website other than solely for your

own personal or internal business use. You may not use the content of the Website for any commercial purposes whatsoever.

## **Ownership of Rights**

All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to Apley Farm Shop.

Your use of the Website and its contents grants no rights to you in relation to our intellectual property rights, or that of third parties, in the Website or its contents. By submitting information (other than your personal data), text, photos, graphics or other content to the website you confirm that you have the right to use the same and grant us a right to use such materials at our own discretion (with or without accreditation) in any media including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the website. You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Website.

## **Guidelines for Gift Wrap Message, Product Reviewed & Surveys**

Please read and understand the below before providing a gift message, posting a product review or any other user generated content on our Website or social media sites.

## **Ownership of Submissions**

Other than personal data (which is subject to our Privacy and Cookie Policy) all comments, gift messages, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to Apley Farm Shop on or through the website or otherwise disclosed, submitted or offered by you (collectively, "Submissions") shall become and remain the property of Apley Farm Shop once submitted. You must comply with the content standards set out in these terms. You warrant that you own or have the right to use any Submissions and that your Submissions will comply with these standards and guidelines.

## **Gift Wrap Message Service**

If you use the gift wrap message service, you acknowledge and agree that the gift message service is provided for your own personal and non-commercial use only. You are entirely responsible for the text and other content of your gift message and Apley Farm Shop accepts no liability for any such content and you will follow the rules for Submissions. We have the right to refuse to send messages and to terminate access to the gift message service at any time and without liability to you & without providing a reason.

## **Social Networking Sites**

These terms also govern any Submissions you make on any Apley related third party website or page such as our Facebook page, Twitter, Pinterest, YouTube or social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of Apley Farm Shop or its employees and Apley is not responsible for any such content. In any event, all material posted on any third party social networking site must comply with these terms and the third party social networking sites' Terms of Use, as applicable.

## **Intellectual Property Rights**

A disclosure, submission or offer of any Submissions and your agreement to these terms and conditions shall constitute an assignment to Apley Farm Shop of any intellectual property rights. Whenever you make use of a feature that allows you to upload material to our site, including questions, or to make contact with other users of our site or to make Submissions on any Apley related third party website or page, you must comply with the content standards set out below and these terms. Any third-party advertising on Apley Farm Shop pages of third party social networking sites are not the responsibility of, or endorsed by Apley Farm Shop. All rights, including copyright on Apley Farm Shop pages are owned by or licensed to Apley Farm Shop. Any use of any Apley Farm Shop social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use is prohibited without the permission of Apley Farm Shop. By making a Submission you confirm that the Submission is your own and that the content does not infringe the material, trade marks or intellectual property of others.

## **Confidentiality**

Any material you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any material in the Submissions for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site or any Apley Farm Shop related third party social networking site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website. We have the right to remove any Submissions you make on our Website if, in our opinion, such Submission does not comply with the content standards set out below.

## **Rules for Submissions**

You must be 18 years of age or older and registered to post a Submission. Suppliers or manufacturers are not eligible to post a Submission.

Please be polite and only write in English (or the applicable language for the Apley Farm Shop Website on which you are posting a submission). If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response.

## **What submissions should not include**

1. profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others
  2. comments about other reviewers or bloggers
  3. remarks that repeat criminal accusations, false, defamatory or misleading statements
  4. material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers
  5. spam or advertising
  6. third party brand names or trade marks
  7. HTML code, computer script or website URLs
  8. availability, price or alternative ordering or delivery information
  9. information about Apley Farm Shop suppliers or manufacturers
- Apley Farm Shop, in its absolute discretion, reserves the right to not publish the Submission or remove it, take any appropriate action if deemed necessary or remove reviews which relate to seasonal products which are no longer in season.
- Please let us know if you see any Submissions which do not comply with our rules.

## **Accuracy of content**

To the extent permitted by applicable law, Apley Farm Shop disclaims all representations and warranties, express or implied, that content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of Apley Farm Shop.

## **Damage to your computer or other device**

Apley Farm Shop uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Apley Farm Shop shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

## **Links to other Websites**

We have placed links on this Website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Except where required by applicable law, Apley Farm Shop cannot accept any liability in respect of the use of these websites.

## **Exclusions of Liability**

We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Website Terms or your use of the Website.

## **Password/Account Security**

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Apley Farm Shop shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

These exclusions shall be governed by and construed in accordance with English law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Nothing in these Website Terms shall exclude or limit our liability for personal injury or death caused by our negligence. In addition, these Website Terms shall not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

## **Other Legal Notices**

There may be legal notices on other areas of this Website which relate to your use of the Website, all of which will, together with these Website Terms govern your use of this Website.

## **Entire Agreement**

These Website Terms set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

## **Law, Jurisdiction & Language**

Any matters that arise out of your use of this Website (including any contract entered between you and us through the Website) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

## **Changes to these Website Terms**

We reserve the right to change and update these Website Terms from time to time and recommend that you revisit this page regularly to keep informed of the current Website Terms that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Website Terms.

## **General Terms & Conditions of Sale**

These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any order you place through [www.Apleyfarmshop.co.uk](http://www.Apleyfarmshop.co.uk) (the "Website"). These General Terms and Conditions of Sale apply regardless of how you access the Website, including via any technologies or devices by which Apley Farm Shop makes the Website available to You at home, on the move or in store. You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

## **Opening an Account & Placing an Order**

To place an order, you can open an account with us which will require you to provide some compulsory personal information. Alternatively, you can choose to place your order via the PayPal checkout.

Please see our Privacy and Cookie Policy for more information on how your personal information will be used. You confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time by going to Your Account.

When you create an account we may provide you with and/or ask you to use passwords or other means to allow you to access certain areas of the Website and/or to maintain your account security. It is your responsibility to maintain the confidentiality of your password and account information. Apley Farm Shop shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. Should you become aware of or suspect any unauthorised use of your password or account, please contact us.

When you order through the Website via our PayPal checkout you will still need to provide us with certain compulsory personal information in order for us to process your order. We will not store the details that you provide via guest checkout (save for processing your order, or if you have opted in to receive marketing from us). Please see our Privacy Policy to see how your personal information will be used and stored.

## Acceptance of your Order

Please note that completion of the online checkout process does not constitute our acceptance of your offer to purchase products or services from us. Our acceptance of your order will take place only when we despatch the product(s) or commencement of the services that you ordered from us.

Prior to despatch of the product(s), Apley Farm Shop has the right to decline an order for any reason, including legal and regulatory reasons.

We will notify you by email as soon as possible to acknowledge that we have received and are processing your order. The duration of our contract with you will start from when you order and we take payment and dispatch the products, until the last day of your right to cancel.

If we cannot supply you with the product or service you ordered, we will not process your order, inform you of this in writing (including email) and, if you have already paid for the product or service, refund you in full as soon as reasonably possible.

If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, Apley Farm Shop has the right to stop or cease to fulfil the order at any time, including after despatch of products and/or notification to you that the order has been received and is being processed. You acknowledge that Apley Farm Shop shall incur no liability in such circumstances.

## Payment

During the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is yours. All fields indicated as compulsory must be completed. Please note that we may collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our Privacy and Cookie Policy.

All card payments are subject to authorization by your card issuer. We take payment immediately for most products. In some instances we will require the payment of a non-returnable deposit and payment of any balance on collection in store.

All products ordered will remain the property of Apley Farm Shop Ltd until you have paid for them & we have delivered the products to the address specified by you or they have been collected in our shop.

## Delivery (including delivery charges & timescales)

Delivery charges and timescales vary depending on the type of products ordered, the service you select and the delivery address.

Please note that certain products and services may be subject to alternative delivery charges, restrictions and/or timescales.

## Hampers

The current delivery charge to England, Wales and central Scotland is from £8. If you would like a price for delivery to any other area, please send us details of the hampers you would like to order and the area you would like them delivered to, along with your contact details to [enquiries@Apleyfarmshop.co.uk](mailto:enquiries@Apleyfarmshop.co.uk)

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order. We shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control, including extreme weather conditions.

In the UK, delivery charge refunds can only be made in accordance with your legal rights under the Consumer Protection (Distance Selling) Regulations 2000 and other applicable legislation. For further information about your legal rights see "Your Right to Cancel" section below and contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau for UK customers).

## Collection from Apley Farm Shop

You will need to bring a printout of your order confirmation and one form of identification for the person/organisation paying for the order when you collect from Apley Farm Shop. We'll be in touch when your order is ready to be collected. All orders can be collected from 9:30am daily.

## Delays

Where the supply of your product(s) or service(s) is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but shall be under no liability to you for such delay or failure.

## Changes to Your Order

Any changes to your order must be notified to us within a reasonable time. If you amend or change your order you may find there are changes to your delivery timetable and/or the price you pay for the item (you will be charged the current selling price on the day you amend your order).

## Your Right to Cancel

If you are contracting with us as a consumer online or by phone, you have the right to cancel (under the Consumer Rights Directive 2011/83 as implemented in the applicable EU member state ("CRD")), all or part of your contract at any time up to 14 calendar days after the day on which you receive the goods or services you ordered. Any paid delivery charge will be included in your refund once we have received all (not part) of your order to the specified address below. Please note the delivery charge refund will be to the value of standard delivery. Apley Farm Shop will process your refund within 14 days of receipt of the products, to the specified address. You must take reasonable care of the goods while in your possession and they must be returned to us before we can issue your refund.

## Specified Returns Address

Apley Farm Shop, Norton, Shropshire, TF11 9EF (UK)

For further information about your statutory rights, contact your local authority Trading Standards department or consumer advice centre (for example the Citizens' Advice Bureau if you are in the UK).

If you wish to cancel (or are considering cancelling) a product or service you have ordered from us, please be aware of the following terms that apply:

**Applicability of cancellation rights:** Legal rights of cancellation under the CRD available for UK or EU consumers do not apply to certain products and services (for example, made to measure orders, food and personalised items), any products with a seal where the seal is broken.

**Damaged or incorrectly supplied products:** You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by post, phone or email) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.

**Damage during the course of returning products:** If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable) for such loss or damage.

**Other cancelled products:** If you want to cancel products that are not damaged or incorrectly supplied, then you must inform us of this within 14 calendar days the day after you receive the goods or services in accordance with the CRD or otherwise as soon as possible. You must take reasonable care of the products that you wish to cancel. Products should be returned in or with their original packaging.

This is not intended to be a full statement of all your rights under the CRD. Full details of your rights under the CRD are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

## Damaged or Incorrectly Supplied Goods

In the case of damaged or incorrectly supplied goods, we may offer you a replacement product. Any refunds given by us will be made to the debit/credit card account, PayPal Account or by cheque (as applicable) provided when you placed your order and will be subject to our right to withhold amounts for products which are damaged on return or for which we arrange collection, as outlined above.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can return the goods to us (or arrange for us to collect them).

## Returns to Apley Farm Shop

Unwanted products must be returned in or with their original packaging. You will need to bring a printout of your order confirmation. Any refunds given by us will be made to the debit/credit card account, PayPal Account or by cheque (as applicable) provided when you placed your order.

## Product & Service Descriptions

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

1. orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this Website;
2. all prices are displayed in pounds Sterling inclusive of UK VAT where applicable unless expressly indicated otherwise;
3. packaging may vary from that shown on the Website;
4. the weights, dimensions and capacities shown on the Website are approximate only;
5. whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery;
6. products shown may not be actual size;
7. any garnish, decoration, serving dishes or utensils are not included unless stated in the product description;
8. the number of servings given is for guidance only;
9. all items are subject to availability. We will inform you as soon as possible if the product(s) or service(s) you have ordered are not available and we may offer alternative product(s) or service(s) of equal or higher quality and value.

## **Age restricted products**

The purchase of certain products and services made available on the Website are subject to age requirements specified by law. We are not permitted by law to supply these products or services to individuals who do not satisfy these age requirements and, if you are underage, you must not attempt to order these products or services through the Website.

In particular, please note that age restrictions apply in the UK to the purchase of Alcohol, this can only be purchased by, and for, individuals aged 18 and over. By placing an order you confirm that you (and, if different, the recipient of the product and/or service) satisfy the age requirements necessary to buy our product or service.

## **Legal Compliance**

You agree that you will not use, sell or supply any product(s) purchased from Apley Farm Shop in an unlawful manner and, in particular, will comply with all export controls and sanctions rules.

## **Liability**

There are certain liabilities which we cannot exclude by law and nothing in these General Terms and Conditions limits our liability for personal injury or death caused by our negligence or for fraud.

You have certain rights as a consumer, including legal rights relating to faulty or misdescribed goods. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizens' Advice Bureau. Nothing in these General Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these General Terms and Conditions with reasonable care and skill.

Any products we supply to you will be of satisfactory quality. If we deliver a product to you that is not of satisfactory quality, you can contact us for a replacement or, where this is not possible, for a refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions. We will not be liable to you if we are prevented or delayed from complying with our obligations under these General Terms and Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

You must follow any advice we give you to keep products we supply to you safe (including any instructions or product manuals provided with the products). We cannot accept liability for damage to products we have supplied which is caused by your failure to follow this advice.

In any event we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.



## **Assignment, Waiver & Third Party Rights**

We may update or amend these General Terms and Conditions of Sale from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

You may not assign or sub-contract any of your rights or obligations under these General Terms and Conditions of Sale to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these General Terms and Conditions of Sale to any third party at our discretion.

No relaxation or delay by us in exercising any right or remedy under these General Terms and Conditions of Sale shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

If any of these General Terms and Conditions of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these General Terms and Conditions of Sale shall remain in full force and effect.

Only you and we shall be entitled to enforce these Terms of Sale. No third party shall be entitled to enforce any of these Terms of Sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These General Terms and Conditions of Sale are governed by the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **Privacy & Cookie Policy**

Apley Farm Shop's [website](#) does not collect cookies. [Apley Online](#) does collect cookies. Click [HERE](#) for DeliShops' (who host Apley Online) cookie policy.

Our Privacy and Cookie Policy explains what personal information we collect about you when you use the Website. Please note that when you agree to these Website Terms you shall be deemed also to have read, understood and agreed to our Privacy and Cookie Policy in its entirety. Click [HERE](#) to read it.