

Online terms and conditions between Camilla and Roly and our visitors

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information. **Definition of Terms**

1. Goods means anything that you can purchase from our website and includes tickets and meat sales.
2. Tickets may be of any one of the following types [Lambing Open Days] for any category of user [Family, Adult, Child]
3. The tickets types, user categories and booking types specified here are not exhaustive and may each be extended or amended by details defined and explained on the website.

General terms and conditions

This site is owned and operated by Camilla and Roly, Saddlescombe Farm, Brighton BN45 7DB. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at camillaandroly@gmail.com or 01273 857062

- 1. The contract between us** We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.
- 2. Ownership of rights** All rights, including copyright, in this website are owned by or licensed to Camilla and Roly. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.
- 3. Accuracy of content** We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.
- 4. Damage to your computer** We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.
- 5. Availability** All orders are subject to acceptance and availability. If the Goods you have ordered are not available, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available or to cancel your order.
- 6. Price** The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. Wherever

it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the alternative goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

7. Payment terms Payment is taken by our computer system from you on the basis of the information supplied and confirmed by you at the time of purchase. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If the electronic payment fails for whatever reason then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

8. Delivery and Delivery Charges There are no delivery charges as the transaction is progressed by you receiving a confirmation email containing instructions how to collect, or use, your goods when you next visit us. You will become the owner of the goods you have ordered when you collect the goods from us. From that time onwards they will be held at your own risk and we will not be liable for their loss or destruction.

9. Risk and ownership Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

10. Acknowledgement and acceptance of your order You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order.

11. Cancellation rights and Refund Policy

11.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of meat sales). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us if you wish to cancel your contract.

11.2 If the goods purchased are tickets, then cancellation may only be made at least 3 working days before the tickets become valid or the date of the event whichever is earlier.

11.3 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. On receipt of the returned goods we will either inform you in person or send you an email to confirm receipt.

11.4 Once we have received the returned goods then our Refund Policy will be exercised as follows:

11.4.1 If a Refund is made it will be to the payment card or service used to make the purchase being re-credited.

11.4.2 Refunds will be made for the costs incurred in returning faulty or unsatisfactory goods.

12. Cancellation by us

12.1 We reserve the right to cancel the contract between us if:

12.1.1 we have insufficient stock to deliver the goods you have ordered;

12.1.2 the open days are cancelled due to extreme weather

12.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card, or the payment service, as soon as possible but in any event within 90 days of your order.

13. Liability

13.1 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). We cannot remedy lack of receipt after the date of the intended visit, event or tour. If you notify a problem to us under this condition, our only obligation will be, at your option:

13.1.1 to make good any shortage or non-delivery;

13.1.2 to refund to you the amount paid by you for the items of stock in question in whatever way we choose.

13.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

14.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

15. Notices Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at:

Camilla and Roly, Saddlescombe Farm, Brighton BN45 7DB

and all notices from us to you will be to the email supplied to us at the time that you placed the order.

16. Changes to legal notices We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

17. Law, jurisdiction and language This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

18. Invalidity If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

19. Privacy You acknowledge and agree to be bound by the terms of our privacy policy.

20. Third party rights Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

PRIVACY STATEMENT

We Camilla and Roly are committed to protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1988

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on our computer.

We may use information that you provide: (a) To register you with our website and to administer it. (b) For assessment and analysis e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

Cookies

There is a technology called “cookies” which may be used by us to provide you with, for example, customised information from our website. A cookie is an element of data that a website can send to your browser which may then store it on your system. If you wish, you can usually adjust your browser so that your computer does not accept cookies. Please remember cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers.

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Camilla and Roly
Saddlescombe Farm, Brighton BN45 7DB