

Terms & Conditions

1. Definitions

In these terms and conditions the following terms shall have the following meanings: -
'We, Us, Our' - F.W. Farnsworth Limited t/a Holland's

Registered office:

2180 Century Way
Thorpe Park
Leeds
LS15 8ZB

Registered no. 255912

'You, Your' - The Customer/Consumer

'Contract' - A contract for the sale and purchase of the Goods.

'Goods' - Any Goods forming the subject of a Contract including parts of, or materials incorporated in, them as more particularly described upon this Website.

'Website' - Our Website, the address of which is: www.hollandspies.co.uk

2. Contact Details

Our contact address and details are: -

F.W. Farnsworth Limited t/a Holland's
Manchester Road
Baxenden
Accrington
Lancashire
BB5 2SA

Telephone: 01706 213591

Fax: 01706 228044

Email address: info@hollandspies.co.uk

3. Price

3.1 The Price of the Goods is set out on the Website and the confirmation of order. The price is in Great Britain Pounds Sterling and includes all taxes or other duties due, (goods are not subject to Value Added Tax) charged at the rate or rates applicable at the date of confirmation of order. We reserve the right to increase the price of the Goods at any time prior to delivery to reflect any increase in our costs which is due to any factor beyond our control.

3.2 Zones A & B for orders of 1-4 box of (10 pies in each box), the delivery cost is £5.95. An additional £1.25 will be charged for orders of 5 boxes or more. Delivery to the Isle of Wight and the Isle of Scilly there is an additional charge of £5.99

3.3 Zones C orders for orders of 1-4 boxes (10 pies in each box), the delivery cost is £12.95. An additional £3.00 will be charged for orders of 5 boxes or more.

3.4 Delivery charges for merchandise will be sent via Royal Mail and will be charged as detailed

below

Cap - £1.50

Mug £2.00

Apron - £1.50

T Shirt - £1.50

4. Completing the Contract

4.1 When you complete your details and the details of the Goods which you wish to purchase and submit them to us by clicking the 'Confirm Order' button you are offering to purchase the Goods at the price shown on the Website subject to these terms and conditions.

4.2 The Contract for the sale by us to you of the Goods is completed when we send to you our confirmation of order by email.

4.3 In order to buy Goods from us through this Website you must be at least 18 years old. We reserve the right at our discretion to refuse to complete a contract for the sale of Goods to you.

5. Payment

5.1 Payment is made by credit or debit card by PayPal and you will be subject to such terms and conditions as are set out by PayPal.

6. Delivery

6.1 Once your order has been confirmed by us and payment completed, your Goods will be despatched to you within the times set out on the Website. If for whatever reason the Goods which you have ordered are not available, we will inform you as soon as possible by email.

6.2 Delivery of Goods will be to mainland UK addresses only. We cannot accept overseas orders or orders to Scottish Highlands, Channel Islands, Isle of Mann or Northern Ireland. Delivery times are not guaranteed and we shall not be liable for any delay in delivery or non-delivery of the Goods howsoever caused. If delivery is delayed due to any cause beyond our reasonable control, we will contact you to make an alternative arrangement for delivery. Please keep vigilant for delivery of orders as we may have had to leave packages with neighbours.

When you receive the Goods you must store the Goods in accordance with the instructions on the packaging of the Goods.

In the event a time of 36 hours has elapsed from the date and time of dispatch DO NOT CONSUME THE GOODS.

7. Cancellation of Orders

7.1 In the event you wish to cancel your order prior to delivery of the Goods, you must notify us by email no later than 9am the next business day from the day on which you placed your order. A refund of any monies paid by you to us for the Goods will be made as soon as possible and in any event within 30 days of the date of cancellation by re-crediting your debit or credit card account.

7.2 In the event a time of 36 hours has elapsed from the date and time of dispatch as stated above please DO NOT CONSUME THE PRODUCTS but notify us by email or in writing to our contact

address within 7 working days of receiving the Goods of such an occurrence. At your discretion, we will either i) supply replacement Goods to you or alternatively ii) if you wish to cancel the order, refund any monies paid by you to us by re-crediting your debit or credit card as soon as possible or in any event within 30 days of our receipt of your cancellation notice.

8. Extent of Liability

8.1 We make every effort to ensure that goods advertised for sale on the Website are described accurately. However, the descriptions of goods on the Website do not form part of the contract between you and us. They are designed to represent a general idea of the Goods. You should ensure that the Goods which you are purchasing from us are suitable for your intended purpose. We do not give any warranty that the Goods, which you purchase from us, are suitable for your intended purpose.

8.2 Except in the case of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation, or implied warranty, conditions or other terms or any duty at common law, or under the express terms of these terms and conditions for any loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims or consequential compensation whatsoever which arise out of or in connection with the supply of Good by us to you.

8.3 Whilst we make every effort to ensure that this Website is free from viruses or defects we cannot guarantee that your use of this Website or any website accessible through it will not cause damage to your computer. It is your responsibility to provide adequate protection for your equipment which you use to access this Website. In no event shall we be liable to you or to anyone else for any loss or damage arising out of or in any connected with your use of this Website and any documents contained on this Website.

9. Law and Jurisdiction

The contract shall be governed by English law and we and you consent to the exclusive jurisdiction of the courts of England and Wales. If you access the Website from locations outside of England and Wales you are responsible for complying with any laws applicable to that territory.

10. Data Protection

Please refer to our privacy policy.

11. Copyright and intellectual property

The contents of this Website are protected by the law of copyright.

All rights in this Website, including Copyright and any trademarks are owned or licensed to Northern Foods plc. You may copy or save items included in this Website for the sole purpose of placing an order with us. Any other use of the materials on this Website, including reproduction for any purpose other than as set out in these terms and conditions, modification or distribution without our prior written consent is strictly prohibited.

12. General

12.1 Whilst we use our reasonable endeavours to fulfil our obligations under these terms and conditions we shall not be liable for any delay due to, or any loss or damage occasioned by, any cause arising from or attributable to, acts, events, omissions or accidents beyond our reasonable control including, but not limited to, acts of God, strikes, lock-outs, shortage of labour or any other labour trouble, shortage of power, materials, malicious damage or obligatory compliance with any request, order or regulation of any person having or appearing to have authority in that regard whether for defence or other national or local governmental purposes or otherwise.

12.2 A person who is not a party to these terms and conditions or the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12.3 As a condition of this Website you warrant to us that you will not use this Website for any purpose which is unlawful or which is prohibited under this Contract.