

ONLINE SHOP TERMS & CONDITIONS

This legal notice applies to all purchases made by you through the website under the domain name GREATGRANOLA.CO.UK (the "website"). By offering to purchase products through the website you are entering into an agreement with Bonallack Great Granola ("BGG"), on the terms and conditions set out below.

1. Purchase of products from BGG, on line.

The descriptions on the website of the products supplied by BGG ("the products") are necessarily subjective but are intended to give a general description of the products to the best of our knowledge. No such description can ever replace the information gained during a tasting at one of our farmers market events to which you are welcome. We are always at Creake abbey on the first Saturday of the month. BGG warrants that it has the right to supply all products offered by it on the website. In all other respects and to the maximum extent permissible, BGG makes no other warranties or promises about the products, and any implied warranties are excluded.

1 a) Availability, prices and information on products

All products are offered for sale by BGG subject to availability. The price of the products shall be the price listed in UK pounds sterling on the website on the date of your order (inclusive of VAT, but exclusive of delivery charges which are payable by you). All prices displayed on the website are and must be paid in full, including delivery charges.

1 b) Ordering

When you click on the "Order" on the "Checkout" page BGG will treat the order as an offer by you to purchase the products subject to these terms and conditions of sale. You are responsible for ensuring the accuracy of your order and any specific delivery instructions and if BGG accepts your offer they shall supply you, subject to availability, with the quantity and specification of products set out in your order.

If BGG accepts your offer they shall confirm each order online via the internet or by email and such confirmation shall be BGG's acceptance of the contract between the parties.

1 c) Delivery & retention of title

All products will be delivered to the address that you indicate on the "Checkout" page and so far as possible in compliance with any specific delivery instructions, referred to above.

Whilst the risk of damage to or loss of the products shall pass to you the purchaser upon leaving the premises of BGG, title in the goods shall not pass until the whole purchase price including the cost of transport, has been paid in full.

Any times quoted for delivery are approximate only and time shall not be of the essence. BGG shall not be liable for any delay in delivery of the products howsoever caused.

BGG shall confirm each order in writing by sending you a printout of the order along with your products.

1d) Returns

If any of our products fall below the high standards you expect please return them within 14 days and we will refund or exchange the item. Please have your invoice with you to do this. If you change your mind within 14 days, we are happy to refund or exchange the product provided it is returned, unopened as sold, with all the original packaging, tags, and labels. Please have your order confirmation email with you to do this. We will not refund the costs of return postage to us unless the products are faulty.

2. Personal data

When you make a purchase from this website, the personal information collected enables us to process and deliver your order. By registering your details on our website, you consent to the recording, holding and using the personal data we collect about you. Nothing contained in this clause or elsewhere allows us to retain credit card details which we do not retain. We are committed to the Data protection legislation and completely dedicated to the privacy of our customers' information.

3. Limitation of liability

BGG's liability to you is limited to the price of the products purchased and the delivery cost involved and in particular is not liable to you for any indirect or consequential loss (including without limitation financial loss such as loss of profit, or otherwise) that you may incur as a consequence of its failure to comply with these terms and conditions of sale.

4. Changes to the terms and conditions of sale

Our terms and conditions of sale may be changed. Please review them regularly. If you continue to use the website after a change has been made you are deemed to have accepted it.

5. Law and jurisdiction

These terms and conditions of sale shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising in relation to the website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

If any of these terms or conditions of sale should be determined to be illegal, invalid or otherwise unenforceable, it shall be deemed deleted and the remaining terms and conditions shall survive and continue to be binding and enforceable.