

# Field and Fare Terms and Conditions

## Terms & Conditions

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale from Field and Fare (UK) (“us”, “our”, “we”). Use of our website and services constitutes acceptance of these terms and conditions.

### 1.0 Validity of Quote

No order received from a customer by Field & Fare and no purported variation of these terms shall constitute a contract until accepted in writing by us. Field & Fare reserves the right to refuse any order, including subsequent to the sending of an order acknowledgement email.

### 2.0 Prices

We reserve the right to make adjustments if necessary due to currency fluctuations, raw material or factory increases. Unless otherwise stated, all prices are NET and are exclusive of VAT. When VAT is applied it will be at the appropriate rate. All prices shall be in GBP.

### 3.0 Payment

Payment must be received for the whole of the price of the Goods ordered by yourself, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing.

**3.1** No payment shall be deemed to have been received, until Field & Fare has received cleared funds.

**3.2** Unless otherwise agreed payment is required prior to delivery of the goods. For so long as any amount to be paid for goods remains owing to Field & Fare, goods will remain with us and will not pass to The Customer until the full payment has been received, subsequent orders and deliveries will be refused until such payment is received.

**3.3** Payment may be made by credit card, debit card or any other payment method that Field & Fare may introduce at its discretion.

**3.4** We reserve the right to accept or refuse any payment made in any form.

**3.5 To maximise security, Field & Fare does not hold and credit/debit card details. They are held by third party payment providers.**

**3.6** Field & Fare cannot always guarantee that a particular product will be available.

**3.7** Payment must be made through the Field & Fare website. We will not take payment over the phone.

### 4.0 Delivery

Delivery periods and dates are given in good faith, but are not the subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to Field & Fare if delivery periods or dates are not met for any reason whatsoever. Please advise us of any non-delivery within 3 days and confirm in writing to enable us to claim under the carriers terms. Any shortage or damage on delivery must be reported to us immediately and confirmed in writing within 3 days.

### 5.0 Privacy Policy

Field & Fare will implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and our privacy policy. [[Hyperlink to privacy policy](#)]

## **6.0 Liability**

To the fullest extent permissible by applicable law, in no event shall Field and Fare or affiliated companies be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the websites or any alleged failure of performance, error, omission, interruption, deletion, defect or delay in service, operation, or transmission of the websites, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorised access to, alteration of, or use of or posting or any record, content, or technology, pertaining to or on the website. You agree that limitation of liability applies whether such allegations are for breach of contract, tortious behaviour, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if Field & Fare or affiliated companies have been advised of the possibility of such loss or damage.

Without limiting the generality of the foregoing, you also acknowledge that Field & Fare are not liable for any actual or alleged defamatory, offensive, or illegal conduct of other users of the website or other third parties.

**6.1** Field & Fare disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the website, you acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the website.

**6.2** Field & Fare shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

**6.3** Field & Fare shall be under no liability if the defect or failure, in our reasonable opinion, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow Field & Fare's instructions, or alteration or repair of the goods without our prior approval.

**6.4** Field & Fare shall be under no liability if the price for the goods has not been paid by the due date for payment.

**6.5** The Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

## **7.0 Returns**

Return of products is not permitted unless, in the reasonable opinion of Field & Fare, they are found to be defective or incorrect.

## **8.0 Intellectual Property**

Use of site and placing an order includes the recognition by the customer of the right of Field & Fare under any patent rights, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

## **9.0 Risk**

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

## **10.0 Modifications**

These terms are subject to change from time to time. If an update affects your use of our services or your legal rights, we will notify you prior to the update's effective date either by email or via an announcement on our website.

## **11.0 Applicable Law**

These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts