

HARVEY & BROCKLESS

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OUR TERMS & CONDITIONS OF ONLINE TRADING

1. **These terms**

- 1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services, or digital content.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. **Information about us and how to contact us**

- 2.1 Who we are. We are Harvey and Brockless Ltd a company registered in England and Wales. Our company registration number is 01442472 and our registered office is at 44-54 Stewarts Road, London, SW8 4DF. Our registered VAT number is GB/237 7403 58
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 020 7819 6000 or by writing to us at sales@harveyandbrockless.co.uk.
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

- 3.1 How we will accept your order. Our acceptance of your order will take place by way of auto-acknowledgment sent to you once your order is submitted, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product,

because of delivery constraints, unsatisfactory stock quality, adverse weather conditions, insufficient product date or because we are unable to meet a delivery deadline you have specified.

- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from deliver to addresses outside mainland UK or JE, GY, IM and BT postcodes.

4. Our products

- 4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all brands, sizes, weights, capacities, dimensions and measurements indicated on our website may be subject to change and this is outside our control.
- 4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your rights to make changes

If you wish to make a change to your order, please contact us. If it is possible, we will let you know about any changes to the cost of the order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may be entitled to end the contract (see clause 8- Your rights to end the contract).

6. Our rights to make changes

- 6.1 Minor changes to the products. We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements.
- 6.2 More significant changes to the products and these terms. In addition, as we informed you at the checkout on our website, we may make changes to these terms or the

product, but if we do so we will notify you and you may then contact us to end the order and end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3 Updates to digital content. We may update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 When we will provide the products. We will endeavour to deliver the product within the timescale stated at checkout and in any event within 30 days after the day on which we accept your order.

7.3 If the products are a subscription to receive goods. We will supply the goods to you until the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

7.4 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.5 Collection by you. If you have asked to collect the products from our premises, you can collect them from us by prior arrangement only and we will contact you to make necessary arrangements.

7.6 If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will leave the goods in a safe place or with a neighbour.

7.7 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods, then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (considering all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

- 7.8 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.9 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.6 or clause 7.7, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them or allow us to collect them from you. We will pay the costs for collection. Please call customer services on 020 7819 6000 or by email us at sales@harveyandbrockless.co.uk. or email us at for a return label or to arrange collection.
- 7.10 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.11 When you own goods. You own a product which is goods once we have received payment in full.
- 7.12 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, a full and correct UK mainland postal address. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply). We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need to deliver the goods to your address within a reasonable time of us asking for it.
- 7.13 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.14 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we must suspend the product for longer than a week, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one week and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced to get some or all of your money back), see clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.7).

8.3 Exercising your right to change your mind Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. . For most products bought online you have a legal right to change your mind within 14 days from delivery and receive a refund.

- 8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:
- (a) goods which by reason of nature are liable to deteriorate or expire rapidly. This is the case for all our perishable goods.
 - (b) products sealed for health protection or hygiene purposes once these have been unsealed after you receive them.
- 8.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.
- (a) Have you bought goods? Save for goods falling under clause 8.4, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
 - (i) Your goods are split into several deliveries over different days. Save for goods falling under clause 8.4 you have 7 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - (ii) Your goods are for regular delivery over a set period. Save for goods falling under clause 8.4 you have 7 days after the day you (or someone you nominate) receives the first delivery of the goods.

9. How to end the contract with us (including if you have changed your mind)

- 9.1 Tell us you want to end the contract. To end the contract with us, save for goods falling under clause 8.4, please let us know by doing one of the following:
- (a) Phone or email. Call customer services on 020 7819 6000 or email us at sales@harveyandbrockless.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2 Returning products after ending the contract. If you end the contract under clauses 8.1(a) or (b) after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them or allow us to collect them from you. Please call customer services on 020 7819 6000 or email us at sales@harveyandbrockless.co.uk to arrange collection.
- 9.3 When we will pay the costs of return. We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

(c) if you are exercising your right to change your mind.

In all other circumstances (including where you are exercising your right to change your mind under clause 8.5) you must pay the costs of return.

- 9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.
- 9.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right under clause 8.5 to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods, other than those mentioned in clause 8.4, and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
 - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

- 10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a complete correct address and contact telephone number;
 - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- 10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you an amount up to a maximum of the total value paid for your order as compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem with the product

- 11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 020 7819 6000 or write to us at sales@harveyandbrockless.co.uk and by post to 44-54 Stewarts Road, London, SW8 4DF
- 11.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, save for goods falling under clause 8.4, you must either return them in person to where you bought them, or allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 020 7819 6000 or email us at sales@harveyandbrockless.co.uk to arrange collection.

12. Price and payment

- 12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

- 12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 When you must pay and how you must pay. We accept payment through online facilities at our website. You must pay for the product before we dispatch them.
- 12.5 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know.

13. Our responsibility for loss or damage suffered by you

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

13.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

14.1 How we may use your personal information. We will only use your personal information as set out in our privacy policy - <https://www.harveyandbrockless.co.uk/privacy-cookie-policy>

15. Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the

products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 15.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (“CEDR”) via their website at <https://www.cedr.com>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.