



## Terms and Conditions

Holiday Cottage Hampers Limited Limited brings to you a choice of hampers for your use at your holiday cottage anywhere in the United Kingdom.

Please read and confirm your agreement to the terms and conditions below. These terms and conditions may be updated from time to time and at any time without notice to you. The current version is always available on the site.

### 1. General

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the purchaser at any stage in the dealings between the parties with reference to the goods with which this contract is concerned.

### 2. Ordering

We ask that you place your order at least ten working days prior to delivery to ensure your delivery times are met. Please ensure that you supply your own details to include a contact telephone number and email address as well as a contact telephone number for the recipient (if different) if possible. Please ensure all your addresses are accurate and include a postal town and postal code.

### 3. Description

Any description given or applied to these goods has been given by way of identification only and the use of such description shall not constitute a sale by description. A full list of contents is given for each order. Items shown in our photographs and the accompanying list are purely illustrative of a typical example. Photographic props such as glasses, plants etc. are not included. We give no representation or warranty to the effect that quantities supplied will be sufficient for your holiday – for this reason we state the quantity of each item supplied.

### 4. Substitutions

Whilst we make every effort to supply items described in our detailed listings, in the event of supply difficulty, there may be occasions when it may be necessary to substitute goods of an equal or higher value. Holiday Cottage Hampers Limited reserves the right to substitute any items included in hampers of similar or greater value, if for any reason those listed on the web site are unavailable.

### 5. Acceptance of Orders

All orders received are subject to acceptance by Holiday Cottage Hampers Limited and we reserve the right to reject any order without giving reasons. No contract to supply goods or services to you will come into existence unless we dispatch goods or provide services to the purchaser or otherwise communicate to the purchaser our acceptance of an order.

6. Alcohol

No persons under 18 years of age may place an order or receive goods from Holiday Cottage Hampers Limited if the Goods contain alcohol. By placing your order you warrant and represent that you are over the age of 18.

7. Delivery

Holiday Cottage Hampers Limited will deliver the goods carriage paid within the United Kingdom by such method of carriage as Holiday Cottage Hampers Limited may choose. It is your responsibility to order with sufficient lead time to allow delivery of your hamper to arrive on your required date.

8. Payment

- a. Payment for goods supplied is due on placing the order. UK mainland delivery charges are included in the price. Holiday Cottage Hampers Limited only accepts online payments via PayPal.
- b. Online payment transactions will be processed by PayPal <https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>. We do not store your credit card details.
- c. If payment of the price is not made on placing the order, Holiday Cottage Hampers Limited shall be entitled to refuse to make delivery of the goods whether ordered under the contract or not without incurring any liability whatsoever to the purchaser for non delivery or any delay in delivery; and Holiday Cottage Hampers Limited may terminate the contract. Goods will only be despatched on cleared funds, once payment has been received in full.

9. Price

In the unlikely event that an incorrect price is shown on our website, Holiday Cottage Hampers Limited reserves the right to abstain from fulfilling the order at that price. The customer will be notified by email informing them of the correct price, and given the choice whether or not to proceed with the order.

10. VAT

Where applicable, VAT applies at the current rate at the time of invoicing. Some gifts contain zero rated food items. On these items, if applicable, a percentage VAT rate has been calculated.

11. Cancellations

You may cancel an order up to 4 working days before the requested delivery date. However, if we receive notice of your cancellation later than 4 working days before the delivery date, you may be too late to halt the delivery. Cancellation will not be possible when there is less than 4 working days to delivery date and no refunds will be possible.

12. Property and risk

All goods remain the property of Holiday Cottage Hampers Limited until they have been paid for in full. The risk of the goods will pass to you at the moment the goods are dispatched from Holiday Cottage Hampers Limited's premises. Where you choose to collect the goods yourself, risk will pass when the goods are entrusted to you or set aside for your collection, whichever happens first.

13. Damaged Goods and refunds

We want you to be completely satisfied with your purchases and the service we provide. If the goods you have chosen do not meet your approval, please contact us by email at

[lucy@holidaycottagehampers.com](mailto:lucy@holidaycottagehampers.com) outlining the problem. A refund will be given if goods are returned to us within 7 days, unused and in their original packaging and condition.

14. Limitation of liability

Holiday Cottage Hampers Limited will accept liability for all direct loss or damage suffered by you but to an amount not exceeding the contract price. Holiday Cottage Hampers Limited will not be liable to you in relation to the contents of, use of, products of, or otherwise in connection with this website for any indirect, special or consequential loss. Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit. Nothing in these terms and conditions shall exclude or limit liability for death or personal injury caused by negligence.

15. Warranties

Holiday Cottage Hampers Limited makes no representations or warranties in relation to this website or the information and materials provided on this website. Without prejudice to the generality of the foregoing, Holiday Cottage Hampers Limited does not warrant that the information on the website is complete, true, accurate or not misleading.

16. IP Rights

All designs, text, logos, graphics and their selection and arrangement on this site are the copyright of Holiday Cottage Hampers Limited. As a visitor to the Holiday Cottage Hampers Limited website you are licensed to copy electronically or to print portions of this site for your own personal, non-commercial use. Any other use of materials on this site without Holiday Cottage Hampers Limited prior written consent is strictly prohibited.

17. Force Majeure

Holiday Cottage Hampers Limited will exercise every reasonable effort to meet the requested delivery date. Holiday Cottage Hampers Limited shall not, however, be liable for any loss or damage due to delays or failure to ship resulting from any cause beyond its reasonable control, such as, but not limited to, postal delays, compliance with laws or regulations, acts of God, acts or omissions of the Purchaser, acts of civil or military authority, judicial action, defaults of sub-contractors or suppliers, labour disputes, failure or delays in transportation, embargoes, wars or riots.

18. Assignment and Subcontracting

The agreement shall not be assigned or transferred nor the performance of any obligation sub contracted in any case by you without the prior written consent of the Holiday Cottage Hampers Limited. Holiday Cottage Hampers Limited may assign, transfer, or subcontract Holiday Cottage Hampers Limited's rights or obligations without notifying you or obtaining your consent.

19. Complaints / Customer Care

You should inform Holiday Cottage Hampers Limited immediately of any problems by email at [lucy@holidaycottagehampers.com](mailto:lucy@holidaycottagehampers.com) . Holiday Cottage Hampers Limited will do our utmost to investigate any complaints as soon as they are brought to our notice. We will endeavour to rectify any problems as soon as possible. Please note that you are also welcome to contact Holiday Cottage Hampers Limited on any issue relating to your order at [lucy@holidaycottagehampers.com](mailto:lucy@holidaycottagehampers.com). We will endeavour to respond to your complaint at the earliest possible time. The European Commission has established an online dispute resolution platform to facilitate communication between the parties involved in a dispute arising from an online transaction. The platform is available at: <http://ec.europa.eu/odr>.

20. Costs and Other expenses

Except as specifically agreed to the contrary, any costs in relation to this agreement and its subject matter which are incurred by either of the parties shall be borne in full by that party.

21. Severability

If any terms or provision in this agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form any part of this agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

22. Variation

Neither Holiday Cottage Hampers Limited nor you shall be bound by any variation, addition to or amendment of these terms unless such is agreed in writing by the parties and signed on their behalf by a duly authorised party.

23. Proper law

The agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under this agreement.

24. Arbitration

Any dispute which arises out of or in connection with this agreement of whatsoever nature shall, if practicable, be settled by negotiation between the parties. If such dispute is not resolved within 21 working days or such negotiations commencing, then the matter shall be referred to arbitration, the ruling in such arbitration being binding on the parties. The parties shall agree on the identity of the arbitrator and in the event of their failure to agree, the arbitrator shall be appointed by the President of the London Chamber of Commerce.

25. Preservation of Rights

The provisions of this agreement are cumulative and without prejudice and in addition to any rights or remedies a party may have at law or in equity.