

OUR TERMS

1. THESE TERMS

1.1 This document contains the terms and conditions for use of this website (Grayling North Tawton("our site")) and the terms and conditions on which we supply our goods to you when orders are made via the "Click & Collect" option on our Site.

1.2

Please read these terms carefully before using our Site or submitting your order to us. These terms tell you who we are, how you may use our Site, how we will provide goods 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 We operate as a sole trader trading as Grayling North Tawton, established in England and Wales. Our trading address is [8 High Street, North Tawton, EX20 2HF](#)

2.2 You can contact us by calling us on [01837 89195](tel:0183789195), by emailing us at graylings@outlook.com or by writing to us at our trading address.

2.3 If we have to contact you, we will do so by phone or email to the address you provided to us at the time of your order.

2.4 When we use the words "**writing**" or "**written**" in these terms, this includes emails.

3. WEBSITE TERMS OF USE

The terms in this clause 3 contain the rules for use of our Site.

3.1 By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site.

3.2 We may amend these terms or update or change our Site from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

3.3 We do not guarantee that our Site, or any content on it, will always be available or that access and functionality will be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice.

3.4 You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3.5 If you choose, or you are provided with, a username, password or any other piece of information as part of using our “Click & Collect” system on our Site or otherwise, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use or the terms of our web ordering platform provider (links to which are on the ‘Checkout’ page during the Click & Collect process).

3.6 We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it, which are protected by copyright laws. All such rights are reserved.

3.7 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others to content posted on our Site. You must not modify copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. If you are in breach of these terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

3.8 Our status as the authors of content on our Site must always be acknowledged.

3.9 The content on our Site is provided for general information only. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

3.10 Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

3.11 We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your IT, computer programmes and platform to access our Site. You should also use your own virus protection software.

3.12 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

3.13 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our approval. We reserve the right to withdraw linking permission without notice.

4 OUR CONTRACT WITH YOU

4.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

4.2 If we are unable to accept your order, we will inform you of this and will not charge you for the goods or will refund you in accordance with clause 9.3 if payment has already been made. This might be because what you have ordered is out of stock, because we have identified an error in the price or description of the items ordered or because we are unable to meet a collection time you have specified.

4.3 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 if you contact us about your order.

4.4 Our Site is solely for the promotion of our goods in the UK. Unfortunately, we do not accept orders from customers outside the UK.

5 OUR FOOD

Any images of the food on our Site are for illustrative purposes only. Although we have made every effort to display the options accurately, your food may vary slightly from those images.

6 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your order once it has been placed, please contact us as soon as possible and in any event at least 45 minutes before the agreed collection time. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the order, the timing of collection or anything else which may be different 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 want to cancel part of the order or cancel the order in full and end the contract (see clause 9).

7 OUR RIGHTS TO MAKE CHANGES

We may make minor changes to the goods or the way they are prepared to reflect any changes in relevant laws and regulatory requirements.

8 COLLECTING YOUR ORDER

8.1 During the order process we will confirm an estimated time when your order will be ready for collection at our address above. We do not currently offer a delivery

service so all orders made online are for collection only and all collection times are estimates only.

8.2 If there is a delay in getting your order ready for collection then we will contact you as soon as possible to let you know and we will do what we can to minimise the delay. Provided we do this we will not be liable for delays caused by any event that is outside of our control, but if there is a risk of substantial delay, you may contact us to cancel the order and receive a refund for any items you have paid for but not received.

8.3 You can collect the goods from the time we specify as being the time for collection of the order in your confirmation email. Orders can only be collected during our opening hours specified on our Site, as amended from time to time.

8.4 If you do not collect your order from us as arranged, we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection within a reasonable time we may end the contract and may still charge you for the order as it has already been prepared.

8.5 We will not be responsible for failure to supply the goods (or any part of them) on time if this is caused by you not giving us any relevant information, we need within a reasonable time of us asking for it.

9 CANCELLING THE CONTRACT

9.1 As the goods that we supply are by their nature perishable and liable to deteriorate rapidly after the agreed collection time, your general right to cancel the contract within 14 days of purchase as under the Consumer Contract Regulations 2013 does not apply.

9.2 To cancel an order and end the contract with us, please call or email us at least 45 minutes before the agreed collection time using the details at clause 2.2 above. Please provide your name, details of the order, any order number provided in the confirmation email and, where applicable, your phone number and email address.

9.3 If you cancel the order and we accept the cancellation, we will refund you the price you paid for the goods, by the method you used for payment, within 14 days of your cancellation.

10 OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract for the goods at any time by writing to you if:

10.1.1 you do not, within a reasonable time of us asking for it, provide us with any additional information that is necessary for us to fulfil the order; or

10.1.2

your payment to us fails or payment has not been made in full for the order (including any changes to the order after the order is placed) at the time of collection.

10.2 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 goods we have not provided.

11 IF THERE IS A PROBLEM WITH YOUR ORDER

11.1 We do not accept returns on orders already collected, due to the perishable nature of the goods but if you have any questions or complaints about your order, please contact us with details of the issue.

12 PRICE AND PAYMENT

12.1 Full payment for your order is due at the time of ordering. If any change is made to your order after placing your order on our Site, any additional sum due should be paid at the time of collection.

12.2 The price of the goods (which includes VAT) will be the price indicated when you placed your order on our Site. We take all reasonable care to ensure that the price of the goods advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the advertised price of the goods you have ordered.

12.3 It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced on our Site. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the 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.

12.4 We accept payment by credit or debit card. You will be charged when your order is placed and you must pay for the goods before we will make them available for collection.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 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 goods.

13.3 We only supply the goods for domestic and private use. If you use the goods for any commercial, business or resale 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

We will only use your personal information as set out in our Privacy Policy.

15. OTHER IMPORTANT TERMS

15.1 We may transfer our rights and obligations under these terms to another organisation.

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 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.5 These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts.