

Online Terms & Conditions of Purchase ("the Terms")

These Terms apply to all orders which you, the customer ("**you**" or "**your**"), place using this website, "www.highgroveshop.com" ("**the Website**"), which is operated by A.G. Carrick Limited, trading under the name of Highgrove, ("**we**" "**us**" or "**our**"). Please read them carefully before placing your order and print a copy for future reference.

By placing an order on this Website you accept and agree to be bound by these Terms, the Terms and Conditions of Use, the Privacy Policy and such other policies as we notify to you of from time to time, which together constitute the entire agreement between us. Nothing in these Terms affects your statutory rights, whether as a consumer or otherwise.

Orders for delivery outside the United Kingdom

Unless otherwise specified, the materials on this Website are directed solely at customers who access this Website from the United Kingdom (i.e. the island of Great Britain and Northern Ireland, excluding the Channel Islands and Isle of Man). We do not represent that any item referred to on this Website is appropriate for use or available in locations outside the United Kingdom. If you choose to access this Website from locations outside the United Kingdom you are responsible for compliance with all applicable local laws and regulations.

We cannot currently deliver alcohol outside the United Kingdom. All food items are restricted to delivery addresses within the European Union.

Customs duties

If you order items for delivery outside the United Kingdom they may be subject to import duties and taxes. These are levied once the items reach the specified destination. You will be responsible for any such import duties and taxes. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Please note that for items you order through our Website you are considered the importer of record and must comply with all laws and regulations of the country in which the items are to be delivered. Please note that cross-border deliveries are subject to opening and inspection by customs authorities.

Children

We only sell items to adults (i.e. those aged 18 or over). If you are under 18, you may use this Website only with the involvement of a parent or guardian. Some of the items available for purchase from this Website contain intoxicating liquor. Pursuant to the Licensing Act 1964, it is an offence for any person under the age of 18 to buy intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18. When you place an order for an alcoholic product using this Website, you are asked to confirm that you are aged 18 or over.

Colours, specifications and dimensions of products

We have made every effort to display the colours, specifications and dimensions of items on the Website as accurately as possible. The colours you see will depend on the resolution of your monitor; we cannot guarantee that your monitor's display of any colour will reflect accurately the colour of the item delivered. We may from time to time vary the dimensions, specifications and quantities of items displayed on our Website without prior notice.

Licence for Website Access

We grant you a limited licence to access and make personal use of this Website in accordance with the Terms and Conditions of Use.

Food Hampers and Gift boxes

Hampers and gift boxes are collections of food and non-food items. As these products contain perishable items and items with a rapid expiry date your statutory right to withdraw purchases within the seven working day "cooling-off" period does not apply to these items. The hampers and gift boxes photographed contain only items listed. Any props used in the photography are not included in the hampers unless stated in the hamper listing.

Availability of Items and Substitution

Many of our items go through a long manufacturing process and are made from natural materials; consequently nature can intervene to disrupt supplies. We do everything possible to make sure you are not disappointed, but have to make clear that everything on our website is offered for sale **subject to availability**. If for any reason the items you ordered are no longer available, we will contact you using the contact details you supplied when placing your order and either offer you an alternative item of equivalent quality and price if this is possible or cancel the item from your order and give you a full refund in respect of that item. If we are unable to contact you or do not receive a response from you, we will process any remaining items on your order and refund you for the items we were unable to supply.

Your Profile

If you choose to register with us to purchase items using this Website, you are responsible for maintaining the confidentiality of your account username and password and for preventing unauthorised access to your profile. You agree to accept responsibility for all activities that occur under your account or password. Please take all necessary steps to ensure that the username and password is kept confidential and secure. Please inform us immediately if you have any reason to believe that your username and/or password has become known to anyone else, or are being, or are likely to be, used in an unauthorised manner.

Please ensure the details you provide us with on registration are correct and complete and inform us immediately of any changes to those details (e.g. change of email or postal address). You can access and update your registration details using the Login area of the Website. We reserve the right to refuse access to the Website, terminate accounts, remove or edit content or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

Privacy and Communications

When you place your order, we collect certain personal and transactional information (e.g. name, address, email address, credit/debit card details) and you agree we may pass such information to our partners in order to fulfill your order. For details on how we use this information, please read our Privacy Policy. To fulfill our obligations to you under these Terms we will communicate with you by e-mail and by posting notices on the Website. You agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications in writing.

The Contract between us

When you place an order to purchase items using our Website this is an offer by you to us to purchase those items. We will confirm receipt of your order by sending you an email summarising the details of your order ("Order Confirmation E-mail"). We accept your order only when we send an e-mail confirming that we have dispatched the items in your order ("Dispatch Confirmation E-mail").

The contract between us is formed at the point we send the Dispatch Confirmation E-mail in respect of those items mentioned in the Dispatch Confirmation E-mail. If your order contained a number of items and the Dispatch Confirmation E-mail mentions only some of them, those items which have yet to be dispatched to you do not form part of that contract.

Prices

Products are invoiced in GBP sterling at the price prevailing at the time you place your order. Prices displayed on the Website include Value Added Tax which will be charged at the current rate, but exclude any customs duties or other local taxes. Delivery is charged extra. Please refer to our Delivery Information page for details.

Although we try to ensure that all prices on the Website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you as soon as possible. You will have the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat your order in respect of the incorrectly priced item as cancelled.

Prices displayed on the Website apply to online purchases only. They are not indicative of the price of identical items purchased in our store or by any other means. We reserve the right to update prices displayed on the Website from time to time.

Payment

You may pay for the items which you order online by supplying your credit/debit card details on the secure online order form. We accept most major credit and debit cards (Visa, MasterCard, Amex and Switch). We regret that we cannot accept cheques, gift vouchers or cash as payment online.

When you place your order, our system automatically asks your card issuer for authorisation for this amount. If we get a valid authorisation, your card issuer will hold this value expecting a charge from us. Receipt of your credit card details and debit of payments does not constitute our acceptance of your order.

Please note that we cannot guarantee the security of data you send us by email. Accordingly please do not send us payment information using email. For details of the security measures we employ please read our Privacy Policy. Unless we are fraudulent or negligent we will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information you provide us when placing an order.

Delivery

Details of our delivery charges can be found in our Delivery Information page. Please note that if you order a number of items for the same address, they may be dispatched separately and we cannot guarantee delivery on the same day.

Standard deliveries to UK addresses – These are made between Monday and Friday, between 9.00 am and 5.00 pm within 7 working days.

Three Day Deliveries to UK Addresses - These are made between Monday and Friday, between 9.00 am and 5.00 pm within 3 **full** working days to mainland UK address. Please note that due to courier restrictions we cannot provide this service to certain postcodes in the following areas:

Aberdeen
Dundee
Falkirk and Stirling
Perth
Galashiels
Outer Hebrides
Inverness
Kilmarnock
Kirkwall
Paisley
Lerwick
Truro

Payment will be taken at the time of order and you will be notified once your order has been dispatched.

We will notify you if we expect the delivery time to be exceeded, although we accept no liability for any delay beyond seven days. Time shall not be of the essence. For further information please see the Delivery Information page.

If the items are not delivered within the time period we specify in the Order Confirmation Email, please contact our Customer Services Department quoting the order reference contained in your Order Confirmation Email.

Delivery occurs when the items are delivered to the delivery address you specified when placing your order. At this point, responsibility for loss, breakage and damage passes to you. Ownership of items purchased does not pass to you until payment is received by us in full.

Cancellations

If you wish to cancel your order, please contact our Customer Services Department on admin@highgroveshop.com. As we try to process orders immediately it may not always be possible to prevent an order from being dispatched. If your order has already been dispatched you may return the items to us in accordance with our Returns Policy.

Please note that once we have dispatched items to you, you will not be able to cancel any contract you have with us for additional services carried out by us (e.g. gift wrapping). As soon as we receive notice of your cancellation of an item we will refund the relevant part of the purchase price for that item together with the item's normal postage charge.

Cooling Off Period

If you live in the European Union you have a right by law to withdraw from the purchase of any item within a "cooling-off" period of seven working days starting on the day after the day the item is delivered to you ("Cooling-Off Period"). Please note that this right does not apply to perishable goods or other items likely to expire rapidly or to sealed items where the seal has been broken. For further information please see our Returns Policy.

Losses

We will be responsible for any losses you suffer as a direct result of us breaching these Terms, if those losses were reasonably foreseeable to both you and us at the time the contract between us was formed (i.e. at the point we send the Dispatch Confirmation E-mail to you).

In no event shall we be responsible to you or any third party for (i) any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or (ii) any loss or damage which does not result directly from our actions or the actions of our sub-contractors or agents, is consequential or was not reasonably foreseeable to both you and us when the contract between us was formed.

While we use reasonable endeavours to ensure that the information on the Website is accurate and up to date, we do not give any warranty as to its accuracy or completeness and we shall not be responsible for any errors or omissions or for the results arising from the use of such information.

Our liability to you under these Terms will not exceed the total price charged for the items purchased. Nothing in these Terms excludes our liability to you for personal injury or death caused by our negligence.

No person who is not a party to these Terms shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

Events beyond our reasonable control

We will not be responsible to you for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause beyond our reasonable control.

Alterations to this Website and Terms

We reserve the right at any time to make changes to this Website, these Terms, the Privacy Policy and such other policies as we may notify to you. You will be subject to the policies and terms and conditions in force at the time you use the Website or order items from the Website. Changes which we are required to make by law could apply to orders which you have already made.

If any of the terms and conditions forming the contract between us are deemed invalid, void or unenforceable for any reason, it will be deemed severable and not affect the validity and enforceability of the remaining terms and conditions.

Waiver

If you breach these Terms and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts.

Our Details:

A.G. Carrick Limited
The Barn
Close Farm
Tetbury
Gloucestershire, GL8 8PH

Registered office: Clarence House, London, SW1A 1BA
Registered in England.

Company No: 2258628
VAT Registration Number: GB 524 0392 73