

TERMS AND CONDITIONS FOR TRANSACTIONS WITH GOODWOOD FARM

Welcome to the Goodwood Farm Online Shop (“Online Service”), which is provided by The Goodwood Estate Company Limited (registered number 553452, registered office at Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX) for and on behalf of Goodwood Farm.

Please read these Terms carefully as by using any part of this Online Service, including completing any customer registration with us and/or placing any order on the Online Service, you will be deemed to have understood and agreed to be bound by these Terms.

If you do not agree with these Terms, then you must cease use of this Online Service immediately. These Terms are a contract between us and you may wish to print a copy for future reference. For the avoidance of doubt, please note that each time you access this Online Service (for whatever reason), you will be deemed to have accepted these Terms.

Nothing in these terms and conditions seeks to or will have the effect of adversely affecting your statutory rights.

We may revise these Terms at any time by updating this posting. You should, therefore, check this Online Service from time to time to review the then-current Terms to ensure that you are at all times fully aware of our current Terms. Any changes are effective immediately upon posting to the Online Service.

1 USE OF THE ONLINE SERVICE

1.1 Use of this Online Service is conditional on all of our terms and conditions set out below. Before you can place an Order you will be prompted to confirm that you have read and accepted them.

1.2. You may only use this Online Service if:

1.2.1 you are located or resident on mainland England, Scotland and Wales;

1.2.2. you are a consumer, that is, someone who wants to buy our products for personal use and not for any business purposes. We reserve the right to reject or cancel your order if we reasonably think that you are buying our products for business purposes but we will attempt to contact you (using the contact details you have provided) to discuss this first; and

1.2.3 you are legally capable of entering into a binding contract and are over the age of 18.

2 DEFINITIONS AND INTERPRETATION

In these Conditions:

“Gift Cards” means the gift cards issued by Goodwood for purchase and purchased by you, the specific terms and conditions for which are set out in paragraph 6.4 of these Terms and Conditions;

“Order” means any form submitted by you using our Online Service to purchase Products.

“Products” means the food and drink products produced and sold by Goodwood Farm; and

3. AGE RESTRICTION

We are an ethical retailer and are committed to upholding both our legal and social obligations as a retailer of product. No alcohol-based Products are offered for sale by Goodwood to any person who is below legal drinking age. By placing an order through our site, you warrant that you are of lawful age. If you are buying alcoholic Products as a gift, the recipient must also be of a lawful age. This is the responsibility of the purchaser. If we are in any doubt about the age of the recipient on collection, we may request some form of ID and, at our discretion, withhold any age-restricted items (for which a refund will be given).

4. ACCEPTANCE OF ORDERS

4.1 There are no minimum Order amounts.

4.2 Appearances of products on computer, tablet or mobile device screens may vary slightly and may not accurately reflect actual products delivered. Additionally, some Products sold by weight may display approximate weights. Product specifications may change from time to time which means that, if the specification has changed in the meantime, the information displayed on our Online Service when you place an order may not reflect the product you receive. If you think that the product you have received does not match its description, then you can reject it in accordance with section 8.4.

4.3 You place your order by clicking on the submit order button at the end of the online order process. You will be guided through the process of placing an order by a series of simple instructions on the Online Service. Your Order will be deemed to be an offer by you to buy the Products in the Order in accordance with these Conditions.

4.4 Once you have placed your Order, we will send to you an acknowledgement email detailing the Products that you have ordered, a payment reference and the value of your order to be debited from your credit/debit card.

4.5 Unless we have notified you that we are not able to accept your Order or you have cancelled your Order in accordance with the Cancellation and Returns Procedures set out below, our acceptance of your Order and the completion of the contract between you and us will take place at the time and date that we notify you by e-mail that we have received your Order. The deemed time and date of receipt by you shall apply regardless of whether, for reasons outside our control, you have not received that email.

4.6 We reserve the right to terminate our contract with you if we are refused authority for payment or reasonably believe that payment will be refused at any stage. We will attempt to contact you if this is the case. You agree to compensate us in full against all reasonable costs expenses and outgoings incurred by us in obtaining full payment from you in the event a failed payment occurs. This may include an administration charge of up to £20. We reserve the right at any time after a failed payment has occurred to ask a debt collection agency to assist in collecting payment from you.

4.7 The product information contained on our Online Service has been published in good faith and we will do our best to ensure that it is accurate. However, occasionally, it may be incorrect, incomplete or out of date due to human error or circumstances beyond our control. Where information is incorrect due to an error or circumstances beyond our control, we reserve the right not to accept your Order for the affected products, or if your Order has already been accepted, not to supply the affected products to you. We will notify you if this is the case and will not charge you for the product.

4.8 Non-acceptance of an Order may be a result of one of the following:

4.8.1 The product you ordered being unavailable from stock;

4.8.2 Our inability to obtain authorisation for your payment;

4.8.3 The identification of a pricing or product description error or incorrect information; or

4.8.4 You not meeting the eligibility to order criteria set out in these Terms.

4.9 If we are unable to fulfil your Order following our Order acknowledgement (i.e. in relation to any non-acceptance of an Order), we will contact you by email or telephone to advise you of this as soon as possible. You will be given a full refund of what you have paid in relation to any such non-fulfilled Order.

5. AVAILABILITY OF PRODUCTS

5.1 Availability of Products will depend on stock at Goodwood Farm at the time of purchase.

5.2 We may limit the quantities of products delivered to any one customer if in our opinion the quantity ordered may jeopardise availability for other customers. If we do so, or if products you order are not available to us, we may offer a reasonable substitute of equivalent price or quality. We will identify each substitute item to you on delivery and give you the opportunity to accept or reject each one at that time. If you reject a substitute we will not charge you for it. If you accept a substitute this may affect the price you pay for your Order.

6. PAYMENT

6.1 The price of the Products shall be the price quoted on the Online Service on the date of acceptance of the Order by us. If we find a pricing error on our Online Service we will inform you as soon as possible and give you the opportunity, if you wish, of reconfirming your Order at the correct price or cancelling it. If you cancel and you have paid for the Products, you will be given a full refund. For the avoidance of doubt, we are neither bound nor liable in any way to provide Products to you on the basis of any pricing error (obvious or otherwise) found or posted on our Online Service.

6.2 All prices indicated for products available via the Online Service are inclusive of VAT (where applicable) at the currently applicable rate.

6.3 Price and availability information is subject to change without prior notice.

6.4 Gift Cards: when Products are purchased using a Gift Card, no change will be given in cash but any value remaining on a Gift Card can be used in full or part payment for future purchases. Where a customer wishes to use a Gift Card to buy Products with a value higher than the value on the Gift Card, they will be required to pay the difference in value. The value on a Gift Card cannot be exchanged for cash or refunded. Where Goodwood agrees to provide a refund for Products purchased using a Gift Card, the amount of the purchase price paid using that Gift Card will be reimbursed by way of a replacement gift card.

7. COLLECTION

7.1 You will be sent an email notifying you when your Order will be ready for collection. The collection point is at Goodwood Farm shop at Goodwood Home Farm and you are asked to use the car park directly outside the shop.

7.2 The Products will be held for three days following the booked collection date. If the Products remain uncollected after three days they will be withdrawn and no refund will be made.

7.3 Please bring proof of ID and a copy of your confirmation email when you collect your Order.

7.4 We operate a challenge 25 policy. This means that if the person collecting or receiving delivery of age-restricted items is deemed to be under 25, we will request photo identification, such as a driving licence or passport to prove they are over the age of 18.

7.5 We reserve the right to change the hours or conditions of the collection service at any time.

8. CANCELLATION AND RETURNS

8.1 You may amend or cancel your Order before the acceptance of your Order, which is the cut-off time we provide to you for doing so. (See section 4.4 above for full details). You may not cancel your Order of perishable products after this cut-off time except where you reject them for being defective,

unwanted substitutes or in certain circumstances where the price has increased or we have made a pricing error. Should you wish to cancel your whole Order after this cut-off time, we may charge you for the full price of the perishable products contained in your Order. For the purposes of these terms and conditions, a "perishable" product, is any product which has a "use by", "best before" or "BBE" date stamped on the product which expires 6 weeks or less from the date of collection.

8.2 If you want to cancel your Order of non-perishable products in whole or in part after this cut-off time, you must notify Goodwood Farm by email to farmfood@goodwood.com within 14 days from the day after the day on which you collect your order.

8.3 If you have not yet paid for such cancelled non-perishable products, then we will simply not charge you for them. If we have taken payment for it, we will give you a full refund of the price you paid for the cancelled products and any applicable standard delivery charges. We will process the refund due to you within 14 days from the date we receive the returned non-perishable Products or from the date you provide us with proof that the non-perishable products have been returned to us (whichever is earlier).

8.4 We are under a legal duty to supply products that are in conformity with this contract and each product is sold subject to its product description which can be found on the relevant page for that product. If you think that any product you have received does not match its description, is not of satisfactory quality, does not meet any relevant guarantee we have made, or is otherwise faulty or defective, then in the first instance please contact Goodwood Farm who will do their best to assist you. We reserve the right to ask you to send us reasonable evidence of any product affected by such issues. We will refund to you the cost of any product affected by such issues. To receive a refund of an affected perishable product though, you must notify us of any such issues **before** the expiry of the "use by", "best before" or "BBE" date stamped on the product.

8.5 Where we give you a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9 EXCLUSION OF LIABILITY

9.1 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. 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.

9.2 Nothing in these terms and conditions excludes or limits our liability for:

9.2.1 death or personal injury caused by our negligence

9.2.2 fraud or fraudulent misrepresentation

9.2.3 liability which may not be limited or excluded by section 31 (1) Consumer Rights Act 2015

9.2.4 defective products under the Consumer Protection Act 1987

9.2.5 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

9.3 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.

9.4 We do not accept responsibility for accident, injury or loss to any visitor or to any third party attending with a customer suffered while on Goodwood's site unless it is directly due to the negligence of Goodwood.

10 PERSONAL DATA AND PRIVACY

10.1 To enable us to offer the Online Service to you we need to collect and use personal data about you ("Customer Information"). The way we collect and use that data is set out in our Privacy and Cookie policies at www.goodwood.com/terms-and-conditions/privacy-policy/

10.2 We shall keep your Customer Information secure and confidential. We warrant that each of our companies processing personal data holds and will maintain a notification with the Information Commissioner under relevant Data Protection legislation for all processing of your Customer Information. We shall not disclose, sell, rent or share your Customer Information to or with any person outside of our group of companies without your consent.

11 MISCELLANEOUS

11.1 The Goodwood Estate Company Limited is the holding company in a group of companies. We may perform any of our obligations or exercise any of our rights set out in these Terms and Conditions ourselves or through any other member of our group, provided that any act or omission of any such member shall be deemed to be our act or omission.

11.2 No delay or indulgence by either party enforcing the provisions of these Terms and Conditions shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party by these Terms and Conditions is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

11.3 If the whole or any part of these Terms and Conditions prove to be illegal or unenforceable the remainder of the Terms and Conditions shall remain in full force and effect.

11.4 Any notice to be given by you to Goodwood must be given to the address (or e-mail address) as set out above. We may give notice to you at either the e-mail or postal address you provide us with when you place an Order. In proving the service of any notice, it shall be sufficient to show, in the case of a letter, that it was properly addressed, stamped and placed in the post, and in the case of e-mail that the e-mail was sent to the specified e-mail address of the addressee.

11.5 We reserve the right to amend these Terms and Conditions from time to time.

11.6 These Terms and Conditions represent the entire agreement between us in relation to the purchase by you and the sale by us of Products as expressed in any Order.

12 GOVERNING LAW

These Conditions shall be governed by and construed in accordance with English law, and, subject to any applicable law governing consumer contracts, shall be subject to the exclusive jurisdiction of the English Courts.