

Terms and conditions



These terms and conditions cover your relationship with Riverford Organic Farms Ltd and our Franchised representatives (Riverford, we, our, us) and all orders that you make with us. Please read these terms and conditions carefully as they affect your rights and liabilities under the law. In particular we draw your attention to terms 1.2, 3, 4.1, 4.3, 5.3, 5.4 and 5.8.

We reserve the right to review and amend these conditions from time to time.

If you are a consumer (e.g. an individual not acting as a business) there are certain terms implied under your statutory rights which we cannot exclude or limit. It is important for you to know that nothing in our terms and conditions affects your statutory rights. If you would like more information on your rights as a consumer contact your local Citizens Advice Bureau or Trading Standards Office.

1 Account creation

- 1.1 You must be at least 18 years of age (or a business operated by someone at least 18 years of age) to open an account with us.
- 1.2 You must ensure that the details you provide are complete and accurate, including your delivery instructions as per 5.3.
- 1.3 Any change to your details must be notified to us promptly, either by updating your details via your account on the website or by calling our customer services team or your appointed franchised representative.
- 1.4 You will be asked to create a password as part of the online account creation process. If your account is created over the phone a password will be generated for you and we recommend that this is changed immediately via the 'log into your account' section of our website. Your password must be kept confidential and you will be responsible for all activities that occur and all orders (including those for alcohol) that are submitted under its use.
- 1.5 You must notify us immediately if you know or suspect that someone knows your password and recommend that it is changed immediately via the 'log into your account' section of our website.
- 1.6 We reserve the right to require that you change your password and to suspend or cancel your account where we have reason to believe there has been or could be a breach of website security.
- 1.7 You will receive an email notification from us of your account set-up, please keep this email for your records.

- 1.8** The details you provide are governed by our privacy policy which is available here.
- 1.9** Your account with Riverford is not a credit account and payment will be required when your order is processed.
- 1.10** It is your responsibility (at your own cost) to obtain the necessary tools and services (computer, telephone, internet connection etc) to access and manage your Riverford account.

2 Website

2.1 Website Disclaimer

The information contained in this website is for general information purposes only. The information is provided by Riverford and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites, which are not under the control of Riverford. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Riverford takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

2.2 Internet Copyright Notice

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

2.3 Website Usage

By browsing and using this website you are agreeing to comply with and be bound by these terms and conditions of its use, The term "Riverford" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.

2.4 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

In any case whether or not such losses were within the contemplation of the parties at the date of the Conditions, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

2.5 Cookies

Our website (www.riverford.co.uk) places small data files called 'cookies' on your computer when you use it. This is standard for all websites. Cookies help us give you a better experience on our website. Some collect information about browsing and buying patterns. By using and browsing our website, you agree to our use of cookies. If you don't agree, you'll need to disable cookies, or else stop using the site.

What are cookies? Our website uses cookies to collect information. They 'remember' when your computer or device accesses this website. They are essential to our website working properly and let you shop with us online. Cookies also tailor the products we sell and how they are advertised to our customers, both on our website and elsewhere.

Information collected - Some cookies are used to collect information about your browsing and buying behaviour, if you access this website via the same computer or device. This information is about the pages you look at, any products you buy and the way you move around the site. We also set a cookie when you enter your postcode to show the products available in your area.

We can use cookies to monitor individual customer browsing and buying behaviour, but third parties cannot identify you using cookies.

Who sets the cookies? The cookies stored on your computer or device when you access this website are set by or on behalf of Riverford. Cookies may also be set by third parties who work with us in marketing programmes, such as Google.

Google Analytics, a web analytics service provided by Google, Inc. ("Google") helps us learn more about how people use our website and improve customer experience. None of these third parties can collect any personal data that they would be able to identify you from.

What are cookies used for?

1. For technical purposes essential to the effective working of our website, particularly in relation to online transactions.
2. To let us collect information about the browsing and shopping habits and activities of our customers, including monitoring the success of campaigns, competitions etc.

How do I disable cookies? If you want to disable cookies you need to change your website browser settings to reject cookies. How you do this will depend on your browser, so refer to your browser for help.

What happens if I disable cookies? It depends on which cookies you disable, but in general this site will not work properly if you switch cookies off. If you only disable third party cookies you can still buy from our website. If you disable all cookies, you won't be able to buy from our website.

By using this website service you agree to these terms and conditions of website use.

3 Payment

3.1 You must ensure that Riverford is supplied with a suitable and agreeable means by which to obtain payment. Details of how to pay can be found in the [frequently asked questions](#) of our website.

3.2 We cannot accept any liability for how long it takes the banks to process your payment, either by card or by cheque.

3.3 Where you pay by cheque we cannot make any guarantee as to when this will be paid into our account.

3.4 We reserve the right to refuse deliveries to you and to cancel your account where payment(s) have been withheld. You agree to compensate us in full for all reasonable costs and expenses (including legal costs) in obtaining payments that have not been made in accordance with these terms and conditions.

4 Ordering and purchasing

4.1 You must be over the age of eighteen to purchase alcohol from Riverford. If you have ordered alcohol from us and cannot be at home to take receipt of your delivery, it is your responsibility to ensure that a suitable person aged eighteen or older is there to receive the order. Anyone who appears to be under the age of 21 may be asked for proof of age and where such proof cannot be provided at the point of delivery Riverford reserves the right to refuse delivery of alcohol. Such refusals will be credited in full, however, we will bear no liability for such refusal.

4.2 Orders placed with Riverford may be subject to acceptance based upon a minimum spend, which are published on our website (here). Riverford reserves the right to alter the existing, or introduce new minimum spend conditions which will be published on our website.

4.3 Any orders you make on the website will be automatically submitted to us at the order cut off times published in the '[frequently asked questions](#)' on our website (making your account work for you, placing orders). You have the ability to alter, amend and cancel your order up until this cut off time and by allowing an order to be submitted to us you confirm that you have made any such corrections and cancellations and enter into a contract to buy the products from us. You cannot then cancel or withdraw your order, or any part of it except as per 4.10 & 6.3 below.

4.4 Where the removal of a product reduces your spend in a particular product category below a given minimum spend threshold (as per 4.2) then we reserve the

right not to deliver all products within that product category. Where the minimum order value is not met we reserve the right not to deliver your entire order. Such refusals will be credited in full, however, we will bear no liability for such refusals.

4.5 No order placed online is accepted from us until our website displays an order confirmation message. You will receive an 'order alteration' email and this email should be kept for reference until your order has been delivered and accepted as correct.

4.6 While we will endeavour to deliver all accepted orders, our products are subject to availability and we do not always know if a product is, or will be, available for delivery at the time of accepting an order. If we are unable to deliver an item you have ordered we may offer a reasonable substitute. You may reject this substitute and you will not be charged for it, or where payment has already been taken you will be refunded any amount paid for that item. Where we do not offer a substitute product the item will be removed from your order and again you will not be charged for it, or where payment has already been taken you will be refunded any amount paid for that item. We will bear no liability for the unavailability of our products.

4.7 All of the products that we offer are subject to variations in seasonal availability and supply price. Hence, if you set up a regular (repeat) order for a product or products the price of those items will change over time from when you first ordered them. You accept that the price to be paid for all items in your order will be that stated on the website at the time of the order submission as per 4.3.

4.8 Where an item has been displayed on our website with an incorrect, erroneous price we reserve the right to remove that item from your order, amend the price to one that is correct or to not deliver the item and refund the price paid.

4.9 All prices displayed on the website are inclusive of any applicable taxes and duty (including VAT).

4.10 Some of our products are priced by weight (for example, some meat products). We show the prices for weights on the website. The guide weight is for guidance only; the weight you receive may vary from this guide. You will be charged the price for the maximum guide weight and then credited the difference based on the weight of the product that is delivered.

4.11 You are entitled to cancel payment for products where there has been fraudulent use of your payment card (despite the above provisions). Where a fraudulent payment has already been made then you should contact your card issuer for credit back to your card.

4.12 We only sell to consumers and you must not resell any products ordered from us.

4.13 Calls to and from customer services and our payment team will be recorded for training purposes.

5 Delivery and delivery instructions

5.1 We will deliver to the address stated in your Riverford account (herein also referred to as “home”).

5.2 We reserve the right not to deliver to all locations, or not to deliver all products to all locations. You will be notified during the account creation process if we are unable to deliver to your address. Where we are unable to deliver certain products to your address we will make them unavailable for you to order (both on the website or via the telephone).

5.3 It is your responsibility to make suitable arrangements to receive your delivery. The delivery details section of your account is important as it allows you to leave instructions of a suitable location where your delivery can be left if you are not at home to take receipt of the goods, which forms part of our contract under these terms and conditions. It is important that you provide a suitable means (at your own cost) to keep any goods we deliver that need to be refrigerated at a temperature below 8oC until such a time as you are able to refrigerate them.

5.4 Once your delivery instructions have been followed and completed by us, you will accept that you are in possession of the delivered goods. Where the delivery instructions have been followed; we will not accept any liability for damage to, or theft of your goods, nor will we accept any liability for any incidents which may arise as a result of the theft or damage to such goods (including alcohol).

5.5 In order to maximise efficiency and reduce food miles your order will be delivered on a set day of the week. We will aim to keep this day fixed, however, we reserve the right to change it (either temporarily or permanently) and we will notify you of any such changes.

5.6 The time that your order is delivered on that day will vary week on week depending on traffic, weather and the number of deliveries to be made that day. If ordering regularly, you may notice that your delivery occurs at a similar time each week, however, we make no guarantee of this time and accept no liability for inconvenience or loss as a result of a deviation from it.

5.7 We cannot accept liability for any inconvenience or loss where we are unable to deliver to you, or deliver to you late, for reasons beyond our control (e.g. adverse weather, vehicle breakdown, traffic congestion, strike actions, supplier failures). We will of course refund you for any part of your order which is not delivered, or which has been compromised as a result of the delay.

5.8 To minimise our carbon footprint Riverford reserves the right not to provide a printed receipt with your delivery. Your delivered goods and their value can be viewed online via your Riverford account.

5.9 You must inspect your goods as swiftly as possible after delivery and notify us promptly of any errors. We will refund you for any products you receive that were not ordered, are faulty, have been substituted with a product that is unacceptable to you

or that were delivered without us following these terms and conditions. However, such liability will be limited to the value of the erroneous and / or undelivered goods.

5.10 Where we agree to hold keys to your delivery address in order to gain access and comply with your delivery instructions (as per 2.3) the following terms will apply:

- We will use reasonable endeavour to ensure the keys are held securely.
- We shall not be liable for any losses, damage or costs arising from us holding and using your keys, except where such losses, damages and costs have arisen from our negligence in holding your keys.

6 Cancellation

6.1 You may cancel your account with us at any time either online or by notifying us in writing, over the phone or by email. Suspending or cancelling your account will not affect or remove any rights or liabilities accrued up until that point and any orders submitted (as per 4.3) prior to your account cancellation will remain binding.

6.2 Riverford may cancel your account and or any accepted orders at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

6.3 With the exclusion of perishable goods, our customers who are consumers (e.g. those ordering outside of the course of their business or trade) have the right to cancel their order at any time until the expiry of the fourteenth day after the date of delivery. This can be done by notifying us by telephone, email or post. We may request the return or collection of these goods and refund you the price paid for them less our reasonable costs in collecting the goods.

6.4 You can cancel your order either online or by phone or email. Cancellations made online by 11.45pm, or by 5pm by phone or email, two days before your delivery are free. In exceptional circumstances and at our discretion, we can cancel orders until 1pm the day before your delivery but will charge a one-off sum. This is to go towards the cost of preparing your order at the farm, which happens on the day before delivery. Charges:

- £5 for orders up to £25 in value
- £10 for orders £25-100 in value
- £20 for orders over £100 in value

7 Warranties & applicable law

7.1 We guarantee that our products will be of a satisfactory condition and quality (with the exception of defects caused by your mis-use, neglect or by accidents while the goods were in your possession). Please notify us if you are dissatisfied with any of our products. If, upon examination, they are defective or faulty we will gladly refund you the price paid for them.

7.2 We accept no liability in relation to representation, including unforeseeable losses, and losses to a business (loss of reputation, profits, trade or trade opportunities).

7.3 Our entire liability under these terms and conditions will not exceed the purchase price of the goods in question. This excludes the provisions we've made under 5.10 in relation to holding your keys. Also, nothing in these terms and conditions can limit our liability to you, death or personal injury resulting from our negligence or that of our employees, agents or subcontractors.

7.4 We shall not be liable for any delay or failure in the performance of our obligations due to events beyond our reasonable control such as but not limited to fire, adverse weather, acts of God, strikes, labour disputes, civil unrest, accident, disruption to energy supplies, equipment or supplier failure, road traffic problems, terrorism or war.

7.5 You are not entitled to assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

7.6 These terms and conditions are governed by and construed in accordance with British law and the British courts will have no-exclusive jurisdiction over any disputes which arise in relation to these terms and conditions.

7.7 If any of the provisions in these terms and conditions are found to be invalid by a court having jurisdiction, then the invalidity of that provision will not affect the validity of any other provisions within these terms and conditions.