

## Bicks Chicks Limited TERMS AND CONDITIONS

At Bicks Chicks Limited, we aim to give you a superb home shopping grocery experience. Please ensure that you have read the following terms and conditions carefully before using Bicks Chicks Limited; they set out what you can expect from us and the terms on which you agree to be bound as and when you place your order.

### 00. COVID- 19 - SPECIAL CONDITIONS

During this time of uncertainty and as we are seeing a huge increase in the volume of orders placed on the website, please note below some reminders about our terms & conditions:

Unfortunately, we are unable to cancel or amend delivery times on any orders once they have been confirmed. This is to protect our local independent farmers & butchers, who are currently working around the clock to deliver fresh meat to all our customers - as we rear and then cut fresh to order.

We can still make some additions to orders providing we have at least 96 hours notice.

As this crisis continues, we may have difficulty achieving the full 32 dry aged maturation across some of our beef products to ensure we meet demand. We apologise for any inconvenience.

Please bear with our customer care team who are working incredibly hard to get through all enquiries. Please allow 48 hours for the team to get back to you.

# 1. BECOMING A CUSTOMER

1.1 To place an order with us, you must be over 18 years of age, require delivery in our area and have a credit or debit card acceptable to us in your name.

1.2 We reserve the right to decline any order or to suspend your Account with us at our discretion.

1.3 Our Terms and Conditions will apply when you place your order.

# 2. YOUR ACCOUNT

2.1 If you wish, you may set up an online account with us to make each visit to our website easier. If you do this, you will be given a user name and a password to use each time you place an order with us.

2.2 You are responsible for all activity on your account. You should ensure that your username and password are known only to you and that access to your computer is restricted to prevent any unauthorised use of your account. You must inform us immediately if you believe your password has become known to anybody else or has been or may be used in an unauthorised manner.

2.3 Please ensure that the information you provide us with is correct and up to date and notify us as soon as possible of any changes.

2.4 Please ensure that you have read our statement on our privacy policy.

# 3. CONTRACT

3.1 This website is operated by Bicks Chicks Limited. Once you have placed an order on the website we will confirm your order by sending an email to the email address

you have provided. This email will list all products you have ordered, the price and delivery details. This is not an acceptance by us. A legally binding contract will only arise once we have completed delivery of the goods to you.

3.2 If you have entered an incorrect email address and receive no email purchase confirmation and/or any other details are incorrect then the onus is on you to contact us to amend your details and we can not be held responsible for the entering of incorrect information or your email service provider spam filtration.

## 4. AMENDING OR CANCELLING THE CONTRACT

4.1 The confirmation email we send will set out the latest time that you may amend or cancel your order, being 72 hours prior to the date of your delivery (the "cut-off time"). Please note that during our festive despatch period (1st December- 31st December each year) (the "festive cut off time") you must provide us with 7 days notice prior to despatch to amend or cancel your order. Please also note that we cannot amend or cancel Next Day Delivery order. **Please refer to Covid-19 special conditions for our amended terms for cancellation or amendments to orders starting 15.03.20 until otherwise stated. During the current climate, we are unable to cancel or amend any orders placed on the website after they have been confirmed.**

4.2 Should you wish to cancel your order after the cut off time or after the festive cut off time but prior to delivery, we may charge you in full for an amount equal to the value of your order, including any delivery cost.

4.3 Any cancellation must be sent to us by email to [orders.bickschicks@gmail.com](mailto:orders.bickschicks@gmail.com) within the cut-off time or festive cut off time.

4.4 Where you order goods that are unavailable for any reason, we shall notify you and we will either send a replacement product with your order, or organise a full refund or a voucher within two working days.

## 5. PRICE AND DELIVERY CHARGES

5.1 The price of the goods will be as quoted on the website at the time you confirm your order by clicking "Checkout" and will be inclusive of VAT (if applicable) or any other tax and, subject to paragraphs 5.2 and 6 below, delivery.

5.2 The delivery charge applying to your order shall be set out at the time you checkout. No standard delivery charge shall be applied to orders with a value of £30 or more (**except during our festive despatch period 17th December-31st December** each year); orders below that value shall be subject to a delivery charge of £6.99. During our festive despatch there will be an additional premium delivery charge on deliveries during the Christmas period.

5.3 If you amend your order prior to the cut off time to increase the quantity of items already ordered, the price charged for the additional items will be the price quoted at the time you made the original order. If, however, you are adding new items to your order, the price charged will be the price quoted at the time you amend the order. The delivery charge shall be amended and applied in accordance with paragraph 5.2.

5.4 We will debit the total cost of your order, including any delivery charge or packaging cost that may be applied, from your debit or credit card at the time you place your order.

## 6. DELIVERY

6.1 We will always aim to deliver your order between 2 to 3 working days from the time you place your order, in some instances it could be next day.

6.2 If nobody is available at the primary delivery address (nominated by you at the time you place your order) to take delivery of the order, we will leave notification of

the delivery instead either to the secondary delivery address or secure place (nominated by you at the time you place your order).

6.3 Our deliveries are made with “no signature required”. In the event that nobody is available to take delivery of your order at either your primary or secondary delivery address or you ask us to leave your goods unattended at a secure place, Bicks Chicks Limited expressly disclaims all liability that may arise in consequence of the delivery being left unattended, including, without limitation, theft, tampering or contamination, however caused.

6.4 If your delivery is refused or not accepted at a recipients address, we can not take responsibility for this and can not offer a free replacement box.

6.5 Events outside our control, for example, epidemics, extreme weather conditions, may occasionally mean we are unable to deliver your goods at the times quoted. In these circumstances, we will contact you as early as possible to rearrange the delivery time. In such an event, our liability to you shall be limited to the price of the goods ordered and the cost of delivery.

**6.6 Our Christmas delivery availability and prices are subject to change in the run up to Christmas. All changes will be reflected in the checkout process.**

**6.7 During December, we are unable to change delivery dates on orders placed.**

6.8 From time to time delivery may take an addition day due to seasonal variations or volume. If you are ordering for a gift or a dinner party we advise to always allow an extra 24 hours. Your meat will stay chilled in our packaging - which allows meat to be in transit for 72 hours.

6.9 Our free standard delivery is applied to your order when you have more than £30 worth of full price items in your bag. You can have both sale or promoted and full price items in your bag but the full price items must total £30 or more.

## 7. IF YOU ARE DISSATISFIED

7.1 We are committed to offering you the very best service and the very best produce and we guarantee the quality of all goods and produce you order from us. You must inspect the goods immediately upon delivery and, in the event that you are dissatisfied in any way with either our service or the quality of the goods you receive, let us know promptly in writing via the feedback form in the Contact Us section of the website.

7.2 Complaints in respect of service will be reviewed by our customer services team and we promise to respond to you within 1 working day whenever possible.

7.3 Complaints in respect of the quality of the goods you receive will be forwarded to our Developmental Chef for review. Please therefore retain produce for review, and we promise to respond to you within 1 working day whenever possible with our findings.

7.4 Unfortunately, we are unable to accept the return of any produce delivered to you but, if the goods ordered by you do not meet your reasonable satisfaction, we may, in our absolute discretion, send you a Bicks Chicks Limited voucher to the value of the goods that have fallen short of your expectations within 3 working days of a complaint being received.

7.5 On occasion, we may request the return of the goods for inspection but you will always get a voucher once the goods have been received and Bicks Chicks Limited will cover the delivery cost when a receipt for delivery is presented up to a maximum of £15.

## 8. WHAT WE WILL NOT BE LIABLE FOR

8.1 We will not be liable for any indirect or consequential loss or damage of loss of profits arising out of our supply or failure to supply the goods to you.

8.2 Nothing in this Agreement shall in any way limit our liability for death or personal injury resulting from our breach of contract, tort or negligence nor limit any legal rights you have as a consumer.

8.3 Some of our products may contain traces of nuts and other allergens. We will ensure that the contents of each box are clearly listed on our website but it is your responsibility to ensure that you have read the information. If you require further information on allergens, please contact us.

8.4 The goods are sold to you on the basis that you are a consumer therefore we will not be liable for any special losses that you might suffer using, distribution or reselling the goods as part of a business.

8.5 We shall not be liable for goods once they have been delivered to the address or secure place stated in your order.

8.6 Our packaging is designed to ensure our produce reaches you in perfect condition but it is your responsibility to ensure that all perishable goods are refrigerated as soon as possible upon receipt. Further, if you or a third party moves, transports or delivers the goods to any other address following our delivery, we shall not be liable for anything that that third party might do to the goods or any subsequent deterioration in the produce

8.7 Due to the nature of certain artisan products the minimum and maximum weight cannot always be guaranteed. Whole products such as turkeys, geese, rabbits, suckling pigs, and game birds etc. may not always meet the exact criteria within our store. We will not except liability for under or over weight products, the published

price is the unit price. We will however always endeavour to meet weight expectations.

8.8 Please note that we will do our best to ensure that access to our website is uninterrupted and that transmissions are error-free but, given the nature of the internet, this is not something that we are able to guarantee. There may be occasions where access is suspended or restricted so that we can undertake repairs, maintenance or improvements. We will keep such occasions to a minimum and endeavour to restore full access as soon as we can.

## 9. GENERAL

9.1 These terms and conditions set out the entire agreement between us. Any failure by us to enforce any of our rights under this Agreement shall not prejudice our entitlement to rely on any of our rights in the future.

9.2 We shall not be liable for delays or failures to perform our obligations if that delay of failure arises from events beyond our reasonable control.

9.3 We reserve the right to change our website, policies and terms and conditions at any time but this shall not affect the terms and conditions prevailing at the time you make a purchase.

9.4 Whilst we take the utmost care to ensure that all product descriptions, images, information and prices are accurate, we do not accept any liability for any inaccuracies, errors or omissions. Colour and shape may vary from those shown on the website.

9.5 This Agreement is governed by the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the English courts

## 10. SPECIAL BESPOKE BUTCHERY REQUESTS FOR OUR BUTCHER

10.1 We aim to offer a bespoke butchery service to our customers. Subject to the complexity of the request Bicks Chicks Limited reserve the right to charge a £10 bespoke butchery charge for bespoke butchery request.

10.2 If a specific request incurs such a fee we will notify the customer in advance to advise.

10.3 **Unfortunately, during busy periods, including Christmas, we are unable to take special requests on products due to high volumes.**

10.4 We cannot take bespoke orders for Next Day Delivery.

## 11. VOUCHERS & PROMOTIONAL CODES

11.1 Promotional codes entitle you, at the time of ordering, to a saving equivalent to the discount advertised at the time.

11.2 Bicks Chicks Limited reserves the right to decline orders where, in its opinion, a promotional code is invalid for the order being placed.

11.3 Promotional codes cannot be used in conjunction with any other offers or promotions.

11.4 Some offers are not valid on sale items or other discounted products.

11.5 Promotional codes have no monetary value and cannot be exchanged for cash.

11.6 Bicks Chicks Limited are not responsible and have no obligation to honour any promotional voucher code which is obtained via a third party source such as a Voucher Code website if the code is not valid.

11.7 Christmas codes are valid to subscribers using their code over the stated order min. spend. Orders must be placed for December Christmas deliveries and cannot be moved to another date outside of December and standard Christmas terms & conditions apply. Bicks Chicks Limited reserve the right to cancel promotions at any time. Cannot be used in conjunction with other offers or promotions and Christmas delivery terms & conditions apply.

11.8 For any additional information, please contact our customer care team by calling 01978 661336 or sending an email to [orders.bickschicks@gmail.com](mailto:orders.bickschicks@gmail.com).

## 12. WEIGHTS OF PRODUCTS

12.1 Due to the nature of our products being reared free-range, some product weights may vary slightly at time of products being supplied.

## 13. SHELF LIFE

13.1 Bicks Chicks Limited will always deliver with the shelf life as advertised on the website as a minimum.

## 14. AGE RESTRICTION

14.1 There may be instances where due to restrictions (legal or otherwise) or practices in relation to a Product, we are prevented from being able to deliver it to you (for example age- or country-restricted products such as alcohol). Bicks Chicks Limited shall not be held liable in relation to any Product that we are unable to sell or deliver

to you as a result of such restrictions. Please refer to the Product Description of your selected Product(s) to see if any restrictions apply. In the event that a restriction is enforced after you have placed your Order with us, we will do our utmost to notify you as soon as reasonably practicable.

14.2 If you place an Order for any Products which are age-restricted, you warrant that you meet the age requirement for that Product, for example over eighteen (18) years to place an Order for any alcohol product. It is an offence to buy or attempt to buy age-restricted Products if you are under age or to purchase such Products for someone else who is under age.

14.3 We reserve the right not to sell or deliver any age-restricted Product to anyone who is, or appears to be, under the required age.

14.5 All other terms and conditions apply.