

Last updated: January 20, 2021

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the freddiesfarmsnacks.co.uk website (the "Service") operated by Freddie's Farm Snacks ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## 1. Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## 2. Intellectual Property

The Service and its original content, features and functionality, including in all text, graphics, photographs, images, documents or other material ('The Service Material') are and will remain the exclusive property of Freddie's Farm Ltd and its licensors. Any use of The Service Material other than in accordance with paragraph 2.1 below for any purpose is prohibited. If you breach any of these Term, your permission to use the Service is automatically terminated and you must immediately destroy any downloaded or printed extracts The Service Material.

2.1. You are permitted to print one copy or download extracts of pages of The Service Material for your own personal reference on the following basis:

2.1.1. The Service Material is not modified in any way;

2.1.2. No illustrations, photographs, video or audio sequences or other graphics or images are used separately from the corresponding text; and

2.1.3. Our status (and that of any identified contributors) as the authors of The Service Material must always be acknowledged.

- 2.2. Subject to paragraph 2.1, no part of the Service Material may be reproduced, republished, modified, archived, distributed, stored in any other website or included in any public or private electronic retrieval system, database or service, or commercially used or exploited without Freddie's Farm prior written permission.
- 2.3. Any rights not expressly granted in these Terms are hereby reserved by Freddie's Farm.

### **3. Links To Other Websites**

Our Service may contain links to third-party websites or services that are not owned or controlled by Freddie's Farm.

Freddie's Farm has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Freddie's Farm shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **4. Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **5. Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

## 6. Availability of Website

- 6.1. Although we aim to offer you the best service possible, we make no promise that our website services will be available all of the time, meet your requirements or be fault free. If a fault occurs in the service, please report it to us (see below for contact details) and we will correct the fault as soon as we reasonably can.
- 6.2. Your access to the website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will restore the service as soon as we reasonably can. In the event that our website is unavailable, our usual order and cancellation deadlines apply; please notify us of changes to your order via email at [info@freddiesfarm snacks.co.uk](mailto:info@freddiesfarm snacks.co.uk)

## 7. Acceptable Use Policy

- 7.1. You may use the Service only for lawful purposes and in accordance with these Terms. You may not use the Service in any way (including when posting, submitting or transmitting to or from the Service any Visitor Material, as defined below):
  - 7.1.1. that breaches any applicable local, national or international law or regulation;
  - 7.1.2. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, violent, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - 7.1.3. for which you have not obtained all necessary licences and/or approvals;
  - 7.1.4. which constitutes, incites or encourages conduct that would be considered a criminal offence or fraudulent, give rise to civil liability or damage to any person or property, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
  - 7.1.5. which is or promotes physically dangerous or harmful activity or is technically damaging (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
  - 7.1.6. which is used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 7.1.7. which involves any kind of commercial activity including advertising, collecting or disseminating contact information for marketing purposes or involves any other kind of marketing activity.

7.1.8. You hereby indemnify Freddie's Farm against all liabilities, claims, damages, costs and other expenses (including reasonable legal fees and expenses) that may be incurred by Freddie's Farm as a result of any breach of the Terms by you of this paragraph 6 Acceptable Use Policy.

## 8. Visitor Material

- 8.1. Other than personally identifiable information, which is covered under our Privacy Policy, any communications, photographs, contributions, content, ideas or other material you submit, transmit or post to the Service ("**Visitor Material**") shall be considered non-confidential and non-proprietary.
- 8.2. Freddie's Farm shall have no obligations with respect to such Visitor Material and you hereby grant Freddie's Farm a perpetual, irrevocable, royalty-free, non-exclusive sub licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, make available to the public, and exercise all copyright and publicity rights with respect to your Visitor Material worldwide and/or to incorporate your Visitor Material in other works in any media now known or later developed to the full term of any rights that may exist in your Visitor Material without payment or compensation to you. This includes the right to publish the Visitor Material on the Service.
- 8.3. Unless you specifically state otherwise when submitting your Visitor Material:
  - 8.3.1. You hereby waive any moral rights in your Visitor Material for the purposes of its submission to and publication on the Service and the other purposes specified above;
  - 8.3.2. You agree that Freddie's Farm may but is not obliged to include your name and other personal details in conjunction with the Visitor Material and its use;
- 8.4. You warrant and represent in relation to your Visitor Material:
  - 8.4.1. it is your own original work and that you have the right to make it available to Freddie's Farm for all purposes and to grant the rights and licences referred to above;
  - 8.4.2. it does not breach any of the terms of the Acceptable Use Policy above including any obligation of confidence; and
  - 8.4.3. that you have taken all possible care to ensure that your Visitor Material will not attract any complaint under paragraphs 7.4.1 and 7.4.2 above.
- 8.5. You remain responsible and liable for the Visitor Material you submit and you hereby indemnify Freddie's Farm against all liabilities, claims, damages, costs and other expenses (including reasonable legal fees and expenses) that may be incurred by Freddie's Farm as a result of any breach of the terms in this paragraph 7 relating to your Visitor Material.
- 8.6. If you do not wish to grant these rights in paragraph 7 please do not submit your Visitor Material.

- 8.7. Freddie's Farm may choose to publish or otherwise use or not any Visitor Material you submit and Freddie's Farm will exercise its rights in relation to such Visitor Material in its absolute discretion. Freddie's Farm reserves the right to remove from the Service at any time and without giving reasons or notice any Visitor Material you have submitted.
- 8.8. If you are under 16, you must get a parent or guardian's permission before submitting any Visitor Material.
- 8.9. Freddie's Farm shall fully co-operate with any law enforcement authorities or court order requesting or directing Freddie's Farm to disclose the identity or locate anyone posting any material in breach of paragraph 6.

## 9. Online Shop Terms and Conditions ("The Small Print")

This Service is operated by Freddie's Farm Limited, a company registered in England and Wales at Companies House ("Freddie's Farm", "us", "we" or "our"). Our registered office is Freddie's Farm, Bramley Mount Farm, Pilgrims Way Boughton Aluph, Kent TN25 4EX and our registered number is **09015482**. Our VAT number is **GB 345207810**.

By ordering from us, you agree to be bound by The Small Print terms and conditions set out in this document. In addition, your use of our website generally is also governed by our [Privacy Policy](#). If there is any difference in meaning between The Small Print, The Small Print and/or the Privacy Policy, then the terms in this The Small Print shall take precedence. For any queries relating to your online purchase you can contact us on [info@freddiesfarmsnacks.co.uk](mailto:info@freddiesfarmsnacks.co.uk)

### 9.1. Definitions

In The Small Print:

**"Contract"**

means the contract formed when we accept your Order by sending you our Order Acceptance;

**"Goods"**

means any goods available to purchase from us on this Website;

**"Order"**

means your order for Goods placed via this Website

**"Order Acceptance"**

happens when Freddie's Farm sends an email saying your Order has been accepted;

**"Website"**

<https://freddiesfarmsnacks.co.uk/>

## **“Working Day”**

means Monday to Friday excluding UK Bank Holidays.

### **9.2. Placing orders**

- 9.2.1. To purchase from us you must be over 18. We can only deliver Goods to addresses in the United Kingdom as defined by the Royal Mail.
- 9.2.2. If you are buying Goods from us, we will ask you to confirm that your Order is correct before you proceed to the checkout.
- 9.2.3. For every Order, please provide complete and accurate information during the ordering procedure. The information requested shall include: title, surname, first name, phone number, e-mail address, delivery and billing address. You are responsible for ensuring your billing and delivery addresses is correct for Goods.
- 9.2.4. When you submit your Order to our Website, your Order is not accepted until we send you an Order Acceptance email. Please note that Orders placed outside of Working Days or after 2pm on a Working Day will not be processed until the following Working Day.
- 9.2.5. If the Goods stated in your Order are no longer available, we may offer you substituted Goods or Services of a similar nature and quality. Again, in this case, we will contact you and ask if you wish to proceed.
- 9.2.6. We take every effort to try to ensure that the pictures and descriptions of our snacks are accurate, but please be aware that photographs and information displayed on the Website are illustrative and variations can occur. In particular, please do check your Goods when they arrive to make sure they are suitable for your child’s age and stage of weaning, and also to check the list of ingredients for any allergy information. Every child is different, and reaches weaning stages at different ages, never leave your child unsupervised while giving them our snacks. Do get in touch with us if you have any queries about the suitability of your Order for your child **before** feeding it to them.
- 9.2.7. When you register an account on the website you may automatically be signed up to receive a regular delivery of our products.

### **9.3. Free or discounted offers**

- 9.3.1. Free or discounted introductory offers are only available to new users of the website. Except where expressly stated, previous users or trialists of the website do not qualify for an additional special offer.
- 9.3.2. Except where otherwise stated, discounts and credits are available only once to any one person.
- 9.3.3. Except where otherwise stated, discounts and credits cannot be used in conjunction with any other offers.

9.3.4. You must have internet access and valid payment details to redeem a free or discounted offer.

9.3.5. You will be charged the full price for boxes after your free or discounted offer. We will continue to bill you by continuous payment authority using your debit or credit card for subscription schemes

9.3.6. Except where otherwise stated, discounts and credits can only be redeemed against Fruit Shapes.

#### **9.4. Price and Payment**

9.4.1. The final price payable for your Order includes the delivery charges specified in your Order.

9.4.2. It is possible that from time to time we may make an error on the Website such as displaying the wrong price for Goods. We will normally check our prices before sending you an Order Acceptance. Where the correct price is lower than the price stated on the Website you will be charged the lower amount. If a price is higher than the price stated on the Website, we may either (a) contact you to see whether or not you wish to go ahead with the Order; or (b) cancel your Order and notify you of the cancellation, in which case we will refund the price already paid by you (if any).

9.4.3. If we are unable to accept your Order for any reason then we will refund any money we have already debited in respect of that Order. We will not dispatch Goods until we receive payment in full. Payment for all Goods must be made in pounds sterling by credit or debit card.

#### **9.5. Delivery**

9.5.1. We aim to deliver Goods to you within the time indicated by us in the Order Acceptance, however we cannot guarantee delivery on a specific date.

9.5.2. If we have not delivered the Goods within 30 days of you submitting your Order or any other date that we have agreed with you in writing then you may cancel the Contract and we will refund you any money that you have already paid.

#### **9.6. Amending your Order, refunds and cancellations**

9.6.1. If you discover you have made a mistake with your Order after we have sent the Order Acceptance or you change your mind and wish to cancel your Order, please contact us immediately at [info@freddiesfarmsnacks.co.uk](mailto:info@freddiesfarmsnacks.co.uk). We are unable to change your Order after it has been dispatched, although you still have the right to refund as described below.

9.6.2. If you are a consumer (i.e. you are not purchasing Goods for your business or you are not a business) you have the right, in addition to your other statutory rights, to cancel the Contract and receive a refund from us. To do this, you must inform us by email at [info@freddiesfarmsnacks.co.uk](mailto:info@freddiesfarmsnacks.co.uk) that you wish to cancel your Contract for Goods, quoting the order reference number, and you must do so within 14 Working Days from the

date you received the Goods. If you choose to cancel then you must return the Goods to us at your cost and risk. Goods must be returned to us in perfect condition to the address specified by us. In this case, you will receive a full refund of the price paid for the Goods plus your original delivery charge.

- 9.6.3. Please inspect the Goods when you receive them for defects or damage. If you find any you must tell us as soon as possible and in any event within 28 days of the delivery date quoting the order number, by contacting us by email [info@freddiesfarm snacks.co.uk](mailto:info@freddiesfarm snacks.co.uk). You must then arrange for the Goods to be returned to us. If on inspection the Goods are found to be damaged, faulty or defective, we will either send you a replacement or refund the price paid by you (plus your original delivery charge).
- 9.6.4. You will not hold us responsible for any delays, outside our control, which relate to the delivery of boxes.
- 9.6.5. It is your responsibility to report all lost or undelivered boxes online within 7 days of the expected day of delivery.
- 9.6.6. If you are out when your order is delivered, your postal carrier should leave a card at the address with information about collection or re-delivery. The postage provider will hold the box for 18 days before returning it to us and it is your responsibility to contact them to arrange receipt of the box as soon as you can. Due to the perishable nature of our products, we cannot be held responsible for refunding or replacing the box if this process has not been followed.
- 9.6.7. Please report the problem to us by emailing [info@freddiesfarm snacks.co.uk](mailto:info@freddiesfarm snacks.co.uk)
- 9.6.8. We reserve the right to cancel your account, or stop accepting orders from you if you do not have an account with us, if it becomes apparent that, in our sole opinion, the postal service in your area is too unreliable.

## 9.7. Our liability

- 9.7.1. We promise that all Goods supplied are of satisfactory quality and reasonably fit for all the purposes for which Goods of their kind are commonly supplied.
- 9.7.2. To the maximum extent permissible, we make no other promises about the Goods and any implied warranties are excluded other than those promises set out in these Terms. We cannot be held liable for indirect losses that you may incur such as lost data, loss of profit or business interruption.
- 9.7.3. If something goes wrong, our liability to you in relation to supplying Goods is limited to the value of the Goods plus any refund of delivery costs.
- 9.7.4. However, this clause does not exclude or limit in any way our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude or to attempt to exclude or liability.

## 9.8. Events outside of our reasonable control

If something happens which is outside of our reasonable control (like flooding, severe weather, postal strikes, or global pandemics) we can't be held responsible for any delays or failure to comply with our obligations under The Small Print. This condition does not affect your statutory rights.

## 9.9. Amendments

We have the right to revise and amend the The Small Print from time to time. You should check The Small Print every time you make an Order to see if anything has changed since your last Order.

## 9.10. English law

The Small Print shall be governed by English Law and in the unlikely event there is a dispute between us, it will be governed by the English courts.

# 10. Disclaimer including Food Data

10.1. While Freddie's Farm endeavours to ensure that the information on the Service is correct (excluding Visitor Material), Freddie's Farm does not warrant the accuracy and completeness of the information (including Visitor Material) on the Service. The information on the Service may be out of date, and Freddie's Farm makes no commitment to update such information.

10.2. Further, without limiting the foregoing, Freddie's Farm does not represent, warrant or guarantee the truthfulness, quality or reliability of any Visitor Material nor endorses any opinions, advice or recommendations contained in any Visitor Material.

10.3. From time to time the Service may contain information ("**Information**") together with views provided by experts ("**Expert's Views**") about food and nutrition (together "**Food Data**"). Although we endeavour to ensure that Food Data are obtained from reliable and bona fide sources, such Food Data are obtained from third parties and we have not verified them. We cannot guarantee the accuracy or completeness of any Food Data and make no warranty or representation, express or implied, about them. Food Data are intended as a general guide only and are not to be relied upon as health or other professional advice.

# 11. Our Liability

11.1. To the extent permitted by law, we, and the officers, directors, employees, shareholders or agents of any of them and third parties connected to us hereby expressly exclude:

11.1.1. All conditions, warranties, representations and other terms which might otherwise be implied in these terms of use by statute, common law or the law of equity;

11.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Service or in connection with the use, inability to use, or results of the use

of the Service, any websites linked to it and any materials posted on it, including without limitation any liability for:

- 11.1.2.1. loss of income or revenue;
- 11.1.2.2. loss of business;
- 11.1.2.3. loss of profits or contracts;
- 11.1.2.4. loss of anticipated savings;
- 11.1.2.5. loss of data;
- 11.1.2.6. loss of goodwill;
- 11.1.2.7. wasted management or office time; and
- 11.1.2.8. any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

11.1.3. Without limiting the foregoing paragraph 10.1:

11.1.3.1. the Service Material (including Visitor Material and Food Data) is provided without any guarantees, conditions, warranties or other terms of any kind as to its accuracy. Accordingly, to the maximum extent permitted by law, Freddie's Farm provides you with the Service on the basis that Freddie's Farm excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms of use, might have effect in relation to the Service;

11.1.3.2. in relation to Visitor Material on the Service, the following additional terms apply:

- 11.1.3.2.1. Freddie's Farm does not recommend or endorse any Visitor Material;
- 11.1.3.2.2. Users of the Service accept that Freddie's Farm may not and is not obliged to pre-screen any Visitor Material submitted by users;
- 11.1.3.2.3. You acknowledge that any reliance on Visitor Material submitted by other users will be at your own risk; and
- 11.1.3.2.4. Freddie's Farm disclaims all liability and responsibility arising from any reliance placed on Visitor Material.

11.1.3.3. Nothing in these terms of use shall exclude or limit Freddie's Farm liability for:

- 11.1.3.3.1. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- 11.1.3.3.2. fraud; or
- 11.1.3.3.3. misrepresentation as to a fundamental matter; or

11.1.3.3.4. any liability which cannot be excluded or limited under applicable law.

11.1.3.4. If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## **12. Force Majeure**

Freddie's Farm shall not be in breach of these terms + conditions nor liable for delay or failure to perform our obligations under these terms + conditions, if such delay or failure results from events, circumstances or causes beyond our reasonable control including without limitation the acts or omissions of any third party (including any communications operators or fulfilment house), any act of God, fire, storm, flood, lightning, adverse weather conditions, disease, strike, trade dispute, act of terrorism or any act or omission of government or regulatory bodies.

## **13. Trade Marks**

All our trade marks (registered and unregistered) are owned by Freddie's Farm Limited.

## **14. Enforcement**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **15. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms including The Small Print at any time. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **16. Governing law and jurisdiction**

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

## Contact Us

If you have any questions about these Terms, please contact us.