

TERMS AND CONDITIONS

Important, please read

This website is owned, operated and maintained by The Farmer Network Limited, a company incorporated in England and Wales with company number 05598877 and having its registered office at The Grasmere Building Newton Rigg College, Penrith, Cumbria CA11 0AH ("we", "us", "our"). The terms "you" or "your" refer to the user or viewer of the website.

This website is protected by both copyright and database rights. Your use of this website, including any information you may send to us or submit to the website and/or any goods purchased via this website is subject to the following terms and conditions ("the Terms and Conditions"). By accessing any part of the website you shall be deemed to have accepted these Terms and Conditions in full. If you do not accept the Terms and Conditions you must leave the website immediately.

We reserve the right to make changes to this website and these Terms and Conditions at any time without notice and it is your responsibility to revisit this page from time to time to re-read this notice. Any revised terms shall take effect as at the date of its posting on this website and your continued use of this website indicates your acceptance of these Terms and Conditions.

These Terms and Conditions incorporate our Data Protection and Privacy Policy, and Terms and Conditions of Sale.

If you have any queries regarding our website or any of the information or materials contained in it, please contact us by email info@thefarmernetwork.co.uk or by telephone on 01768 868615.

1. Your Use of the Website, Downloads and Intellectual Property

- 1.1 This website may from time to time include information and/or opinion relating to products, providers in general. The information and/or opinion contained and/or expressed on this website is provided for general information purposes only unless access is in the members section.
- 1.2 All intellectual property on this website, including without limit, the text, graphics and copyright works, is owned by us or our licensors. We are the exclusive owner of all rights in the compilation, design and layout of the website.
- 1.3 The material contained on this website may not be reproduced by any means and/or in any format or media whatsoever without our express prior written consent. If you breach any of these Terms and Conditions your permission to use this website automatically terminates and you must immediately destroy any downloaded or printed extracts from this website.
- 1.4 Where you are provided with a username and password for use of this website, this is provided on a confidential basis and must not be used by and/or disclosed or provided to any third party.
- 1.5 We shall not be obliged to enforce these Terms and Conditions against any third party nor take any action against any third party for breach of these Terms and Conditions. Furthermore, we shall have no liability to you for any breach of these Terms and Conditions by any third party.
- 1.6 This website contains links to third party websites. These websites have not been prepared by and are not controlled by us. They are provided for your convenience only and do not imply that we check, endorse, approve or agree with such third party websites. We have no responsibility for the content of the linked website(s).

2. Visitor Material and Conduct

- 2.1 Other than personally identifiable information, which is covered under our privacy policy, any material you transmit or post to the website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 2.2 You are prohibited from posting or transmitting to or from the website any material:

- 2.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 2.2.2 for which you have not obtained all necessary licences and/or approvals; or
 - 2.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - 2.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 2.3 You may not misuse the website (including, without limitation, by hacking).
- 2.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause 2.2 or clause 2.3.

3. Capacity and Acceptance

- 3.1 By placing an order through the website, you warrant that you are capable of entering into binding contracts.
- 3.2 After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy goods/membership. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the goods / membership card has been dispatched (the “**Dispatch Confirmation**”). Up until that point we may decline to supply the goods to you without giving any reason or refuse to accept you as a member. Order status may be checked by contacting our office 01768 868615.
- 3.3 The contract between us (the “**Contract**”) will only be formed when we send you the Dispatch Confirmation, or in the case of an application for membership, when we accept you as a member.

4. Prices

- 4.1 All prices are quoted in Sterling and are inclusive of VAT at the UK as in force from time to time (which may be deductible for some overseas destinations) and delivery charges within the UK mainland. Please contact the Farmer Network for delivery prices elsewhere (01768 868615.) If by mistake we have under-priced an item, we will not be liable to supply the item at the stated price and we will at our discretion either contact you for instructions before dispatching the goods / membership card or reject your order and notify you of such rejection. Postage and packaging rates will change according to the rates applicable at the date you place your order. We reserve the right to alter prices at any time and to invoice at the price in force on the date of dispatch. Please check current prices before ordering.

5. Payment

- 5.1 We require payments in £ (pounds) Sterling unless an alternative method of payment has been agreed in advance. Payments to be made: online via “Paypal” or by post using cheque or BACS. All payments will be cleared before goods are dispatched or membership is confirmed. Goods for overseas delivery to be paid for in advance.
- 5.2 We request payment as set out on our website. Your credit/debit card details are collected and stored by our payment provider and we do not have access to any debit / credit card details. Authority for payment must be given at the time of order.

6. Availability

- 6.1 If for any reason beyond our reasonable control we are unable to supply a particular item, we will notify you as soon as possible.

7. Ownership of any Goods

- 7.1 Title in the goods will remain with The Farmer Network, until such time as payment has been received in full of all monies owed to The Farmer Network at any time by the buyer.

8. Delivery

- 8.1 We will deliver the goods/send the membership application form to the address specified by you by telephone, letter or on the completed order form. We aim to deliver within 30 days of the date of your order but we will not be liable for loss resulting from a delay in delivery arising out of any cause beyond our control.

9. Cancellation

- 9.1 You may cancel your order/application up to 7 working days from placing it/submitting the application by contacting The Farmer Network. If the item/membership card has not been dispatched we will not take payment from your card. In the event that you cancel your order after the goods/membership card have already been dispatched you can refuse to take delivery and return the goods to us and we will refund the price paid. If you have taken delivery you must contact us within 7 days of receipt to organise for the product to be returned and the refund issued. You must return the goods to us at your own cost.
- 9.2 If you do not return the goods within 30 days of your cancellation then you will be deemed to have accepted the goods, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the website.

10. Returning Goods

- 10.1 If you wish to return goods you have a duty to keep them in your possession and to take reasonable care of them until you return them. We will accept these returns provided you return them:
- 10.1.1 within the 7 day cancellation period, for any reason, at your own cost, or
 - 10.1.2 within 30 days of dispatch to you if the items are damaged, defective or faulty.
- 10.2 If an item has been returned due to a product fault or a mistake we have made, you will be refunded the cost of the goods plus postage and packaging charges for the cost of returning the goods. The Farmer Network cannot be held responsible for non-delivery of returned goods. This does not affect your statutory rights.
- 10.3 What you need to do:
- 10.3.1 Contact The Farmer Network office (details below). Place the items into their original box and make sure the parcel is sealed securely and get a certificate of posting from the Post Office.
 - 10.3.2 For refunds: once we have assessed the items, the money will be put back on to the credit/debit card that was used to place the order online.

11. Overseas Enquiries

- 11.1 It is not possible to include all the necessary information about carriage etc. Please enquire via e-mail, letter, fax or telephone and we will deal with these on an individual basis.

12. Customs

- 12.1 Any customs or import duties are levied once the package reaches your country. Additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, you are advised to contact your local customs office for further information.

13. Liability

- 13.1 Whilst we endeavour to ensure that the content of our website is accurate and up-to-date:
- 13.1.1 we do not make any representations nor give any warranties of any kind (express or implied) with respect to the contents or operation of this website, and to the fullest extent permitted by law, all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this website or the content on or accessed through it; and
- 13.1.2 we do not guarantee that such information will be current, accurate or complete when you access it. We will take action, however within a reasonable time, to correct any error or inaccuracy which is brought to our attention.
- 13.2 To the fullest extent permitted by law we will not be liable for: any damage; loss or expenses; direct or indirect losses; loss of income or revenue; loss of business; loss of profits; or consequential damages of any kind, suffered or incurred by you in connection with: your access to or use of this website; your access to and use of any downloads available on the website; the content on or accessed through the website; computer viruses or other harmful components on the website, breaches of security or unauthorised use of the website arising from "hacking" or otherwise; or our failure to comply with these Terms and Conditions even if such losses result from our deliberate breach.
- 13.3 Our liability to you in connection with any order or any other matter arising from these Terms and Conditions will not exceed the total price paid for the goods.
- 13.4 Nothing in these Terms and Conditions shall exclude or limit our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation or breach of the obligations implied by section 12 of the Sale of Goods Act 1979.

14. Data Protection & Privacy Policy

- 14.1 We are committed to ensuring your privacy is protected and we strictly adhere to the provisions of the Data Protection Act 1998 and the Electronic Communications (EC Directions) Regulations 2003.
- 14.2 We are responsible for the processing and are the data processors as well as the data controller of all the personal information which you provide to us or which we collect from you as part of your membership application. We regard your privacy as of paramount importance and any personal information and data which you provide to us through this website will be dealt with in accordance with this Data Protection and Privacy Policy and these Terms and Conditions.
- 14.3 The policy describes how we will handle the data which you may provide to us and why we collect your data.
- 14.4 We reserve the right to make changes to this Data Protection and Privacy Policy at any time without notice and it is your responsibility to revisit this page from time to time to re-read this policy. Any revised terms shall take effect as at the date of posting.
- 14.5 If you have any queries regarding this Data Protection and Privacy Policy, please contact us by email info@thefarmernetwork.co.uk or by telephone on 01768 868615.

15. Data Protection

- 15.1 As a data controller, we will take all the necessary steps to comply with the Data Protection Act 1998 and its relevant subordinate legislation when handling any personal data which you may provide to us. This includes ensuring that data is fairly and lawfully processed; processed for limited purposes; adequate, relevant and not excessive; accurate; not kept for longer than necessary; processed in accordance with your rights; and is secure. Our data protection registration number is **Z950095X**.
- 15.2 Should you wish to obtain a copy of the personal data which we hold about you, please contact us at The Farmer Network, The Grasmere Building, Newton Rigg College, Penrith, Cumbria, CA11 0AH enclosing a cheque or postal order for £10 made payable to The Farmer Network, to cover our administration costs. As soon as we verify your identity, we will send you, within 40 days a copy of all the data we hold in relation to you.
- 15.3 If you believe that any personal data or information which we hold about you is incorrect or incomplete, please write to us at the same address as in the above paragraph. Any information or data which is found to be incorrect will be rectified as soon as practical.

16. What personal data do we collect from you and why?

- 16.1 We may collect personal data from you such as your name, email address, postal address, and telephone number when you respond to requests to submit personal information about yourself in order to obtain products and services which we may be offering.
- 16.2 We will use the personal information and data supplied by you to create a customer profile by keeping, for example, a record of the products or services which you have requested with such information being used by us for demographic, regional and market research purposes, and to send you details about any further products and services, bulletins or other information which we believe may be of interest to you, or to request your feedback concerning our products or services from time to time. If you would prefer not to receive any of this information please let us know by sending an email to info@thefarmernetwork.co.uk.

17. To whom will we supply your personal data?

- 17.1 We will only supply data which personally identifies you to a third party or organisation in the following circumstances:
- 17.1.1 Where we need to share or send information to third parties or organisations who work with us or on our behalf to provide a product or service to you which you have requested, such persons or organisations may only use this information in order to provide products or services and not for any other purpose.
- 17.1.2 Where we are required to forward information or data in order to comply with any regulatory or legal processes.
- 17.1.3 Where there is a sale and/or transfer of all or any part of our business.
- 17.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data we cannot guarantee the security of your data transmitted to our website; and transmission is at your own risk.

18. Security and Cookies

- 18.1 The server used for this website is based within the European Economic Area. We will endeavour to ensure the security of all personally identifiable data obtained through this website.
- 18.2 A cookie is a small piece of information which is automatically created by our website on your computer. Please note that cookies are harmless to your computer. Cookies are a helpful way of remembering the

choices you have previously made whilst visiting our website. We use cookies to monitor our website traffic and to assist with the navigation and user experience of this website, including providing you with the mechanisms for online subscription.

- 18.3 Unless you specifically refuse to accept cookies when you initially register with us, our system will automatically issue one or more cookies to your computer when you use our website. Please note that if you set your computer to not accept cookies, there may be certain features/areas on our website that you may not be able to use. You block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies.

19. General

- 19.1 All notices given by you to us must be given to The Farmer Network Limited at its registered office or email info@thefarmernetwork.co.uk. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 19.2 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 19.3 If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 19.4 These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 19.5 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Conditions or the documents referred to in them.
- 19.6 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 19.7 Nothing in clauses 19.4 to 19.6 inclusive limits or excludes any liability for fraud.
- 19.8 The content of this website, any dispute arising out of this website, and your relationship with us are governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

CONTACTING US

If you have any questions or comments about these Terms and Conditions or any other aspect of our website, please contact:

The Office Manager

Registered in England.

Company No. 05598877

Registered office address: The Farmer Network, The Grasmere Building, Newton Rigg College, Penrith, Cumbria, CA11 0 AH 01768 868615 info@thefarmernetwork.co.uk