

GREEN UP FARM

Pembrokeshire

Terms and Conditions

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of **Goods** detailed in our agreement between the **Customer** and Green Up Farm, Isfryn, Bwlchygroes, SA35 0DP the **Supplier**.
2. These Terms and Conditions will be deemed to have been accepted by you from the date of any delivery of the goods and will constitute the entire agreement between us and you.

Goods

3. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation.
4. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

5. The price of the Goods is set out in our sales documentation or quotation current at the date of your order or such other price as we may agree in writing.
6. If the cost of the Goods to us increase due to any factor beyond our control including but not limited to, supply costs, delivery costs, we can increase the price.
7. Any increase in the Price under the clause above will only take place after we have told you about it.
8. You may be entitled to discounts. Any and all discounts will be at our discretion.
9. The price is inclusive of fees for packaging and delivery.
10. The price is inclusive of any applicable VAT and other taxes or which are imposed.

Cancellation and alteration

11. Details of the Goods as set out in the sales documentation are subject to alteration.
12. The Customer will be informed of any changes to the Goods set out in the sales documentation.
13. Either of us can cancel the order for any reason prior to delivery.

Payment

14. We will invoice you for the Goods either;
 - a. Any time after the delivery of the Goods for one off purchases
 - b. Monthly invoice issued for reoccurring orders
15. You must make payment within 14 days of the date of the invoice.
16. If you do not make payment within the period set out above, we may suspend any further deliveries until full payment has been made.
17. All payments must be made in British Pounds.

Delivery

18. Prior to first delivery the Customer must provide Green Up Farm with the following information;
 - a. Invoice address and email
 - b. Appropriate telephone number
 - c. List of staff members who are able to place orders with Green Up Farm
19. We will arrange for the delivery of the Goods to the address specified, or your order to another location with prior agreement.
20. Collection of Goods can be made from our premises with prior agreement.
21. Delivery can take place at any time of the day agreed and must be accepted at any time between 8am and 8pm.

Inspection and acceptance of Goods

22. You must inspect the Goods on delivery or collection.
23. Acceptance of the Goods will be deemed to be upon inspection of them by you at the point of delivery.
24. If the Goods are damaged in any way after the delivery inspection, we will be able to offer a full refund or partial refund depending on the level of damage and usability.

Communication

25. The Customer must provide Green Up Farm 48 hours' notice of any cancellation of orders or alternations.
26. Acceptable communication channels are as follows;
 - a. Email: hello@greenupfarm.co.uk
 - b. Phone: 07869 148 664
 - c. Instagram direct message: <https://www.instagram.com/greenupfarm/>
27. Green Up Farm will provide 48 hours' notice and use these same channels to communication with Customers if orders need to be cancelled or altered.

Data Protection

28. When providing the Goods to the Customer, the Seller may gain access to or acquire personal data of employees of the Customer.
29. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the seller shall be 'data processor' as defined in the General Data Protection Regulation (GDPR).
30. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
31. The Seller shall only process personal data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by the Buyer, shall not retain any personal data longer than necessary or the processing and refrain from processing any personal data for its own or for any third party's purposes.

Circumstances beyond the control of either party

32. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay is results from any cause that is beyond the reasonable control of that party.