

## TERMS OF SERVICE

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### OVERVIEW

This website is operated by Grantley Hall Limited (registered in England and Wales under company number 10594492 and with its registered address as Grantley Hall, Grantley, Ripon, North Yorkshire, England, HG4 3ET) our registered VAT number is GB262445312.

If you have any questions regarding the website or these Terms and Conditions, or in the unlikely event that you have any complaints about any products purchased by you from the website, you can contact us by telephone on 01765620070 or by email at [grantleyhall.giftshop@grantleyhall.co.uk](mailto:grantleyhall.giftshop@grantleyhall.co.uk).

Throughout the site, the terms “we”, “us” and “our” refer to Grantley Hall. Grantley Hall offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on One Journey. They provide us with an online e-commerce platform that allows us to sell our products and services to you.

## **SECTION 1 - ONLINE STORE TERMS**

- By agreeing to these Terms of Service, you represent that you are at least the age of majority in your province of residence, or that you are the age of majority in your province of residence and you have given us your consent to allow any of your minor dependents to use this site.
- A contract between you and Grantley Hall Limited for the sale and delivery of our products will only exist once we email you to accept your order. Your credit or debit card will be authorised when your order is placed and will be charged once your order has been accepted. This does not affect your legal rights.
- If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

## **SECTION 2 – PRODUCTS**

- The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's

display of the colors accurately reflects the color of the products. Your product may vary slightly from those images.

- We reserve the right to refuse service to anyone for any reason at any time. We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and /or billing address / phone number provided at the time the order was made. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time.
- Some of our products contain alcohol. In the UK, the minimum age to purchase alcohol (and therefore these products) is 18 years of age. It is an offence in the UK to purchase or attempt to purchase alcoholic liquor under the Licensing Act 2003 if you are under the age of 18. Other jurisdictions may specify other minimum ages for the purchase of alcohol. We reserve the right to terminate an order immediately if you purchase or attempt to purchase alcohol if you are under the minimum age in your jurisdiction, or on behalf of someone who is under the minimum age in your jurisdiction.
- Some of our products contain allergens which are set out on the product pages on the website. However, please contact us directly if you require further information.
- Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

- We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary,

more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

- Prices for our products are subject to change without notice.
- We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### **SECTION 5 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

- We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### **SECTION 6 – YOUR RIGHT TO CANCEL**

- You have a legal right to change your mind and cancel your order within 14 days of receipt and receive a refund of all charges for the cancelled goods. We will process the refund in accordance with our Delivery and Returns Policy and in any event not later than: (a) 14 days after the day we receive back from you any products supplied; or (b) if there were no products supplied, 14 days after the day on which we receive your **cancellation** notification.
- We are unable to amend or change your order once it has been placed. If you would like to amend or change your order, you will need to cancel the existing order and place a new order for the relevant products.
- For more information on how to cancel your order before dispatch, please contact us by telephone on 01765620070 or by email at [grantleyhall.giftshop@grantleyhall.co.uk](mailto:grantleyhall.giftshop@grantleyhall.co.uk).

## **SECTION 7 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

- If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any

comments posted by you or any third-party.

## **SECTION 8 – DELIVERY**

- The costs of delivery will be as displayed to you on our website. For some destinations, there may be additional duties to pay. Unfortunately, we can't confirm how much these will be and the recipient will be responsible for any payment. Please bear in mind that this may also cause delivery delays.
- All dates quoted for delivery are estimated delivery dates only and may be subject to change.
- If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel your order and receive a refund for any products you have paid for but not received.
- Ownership and title of any product will transfer to you or your designated recipient when the product is delivered to the address you gave us or once it is left with a person or place nominated by you, provided that we have processed and received payment in full. Risk of loss and damage of a product will also pass to you or your designated recipient when the product is delivered to the address you gave us or left with a person or place nominated by you.

## **SECTION 9 - PERSONAL INFORMATION**

- Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy click here:  
[https://www.grantleyhall.co.uk/uploads/documents/GeneralDocuments/GRANTLEY\\_HALL\\_PRIVACY\\_POLICY.pdf](https://www.grantleyhall.co.uk/uploads/documents/GeneralDocuments/GRANTLEY_HALL_PRIVACY_POLICY.pdf)

## **SECTION 10 - PROHIBITED USES**

- In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:  
for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts;  
(c) to violate any international, federal, provincial or UK regulations, rules, laws, or local

ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

- We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- In no case shall Grantley Hall, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any

content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## **SECTION 12 - INDEMNIFICATION**

- You agree to indemnify, defend and hold harmless Grantley Hall and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 13 - SEVERABILITY**

- In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 14 - TERMINATION**

- The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).



## **SECTION 15 - ENTIRE AGREEMENT**

- The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 16 - LIABILITY**

- Nothing in these Terms and Conditions is intended to exclude or limit our liability for death or personal injury caused by our negligence. Notwithstanding this, you expressly agree that your use of, or inability to use, the website is at your sole risk.
- We will provide the website and products with reasonable care and skill, and are under a legal duty to supply products that are in conformity with the order for the product.
- The website and all products and services delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.
- Grantley Hall Limited 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 Terms and Conditions for any direct, special, incidental, indirect or consequential damages including loss of profit, loss of opportunity or any losses related to any business including (without limitation) lost data, earnings or business interruption that result from the use of, or the inability to use, a product or the material or content on the website, even if the Grantley Hall Limited has been advised of the possibility of such damages.
- You will be liable for any costs incurred by the Grantley Hall Limited, including reasonable attorneys' fees, arising from any claim or demand made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, your use of the website or your violation of any law or the rights of a third-party.

## **SECTION 17 - GOVERNING LAW**

- These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Grantley Hall, Ripon, ENG, HG4 3ET, United Kingdom.

## **SECTION 18 - CHANGES TO TERMS OF SERVICE**

- You can review the most current version of the Terms of Service at any time at this page.
- We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 19 – HOW MATERIAL ON THIS WEBSITE MAY BE USED**

- We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## **SECTION 20 - CONTACT INFORMATION**

- Questions about the Terms of Service should be sent to us at [grantleyhall.giftshop@grantleyhall.co.uk](mailto:grantleyhall.giftshop@grantleyhall.co.uk).