

## **Terms & Conditions**

The sale and supply of all products via the Yellow Forest web site ("Products") is governed by the following terms and conditions ("Trading Terms and Conditions"):

Yellow Forest web site is provided by Cottage Lodge Hotel Ltd (company number 11782532), whose registered office is Cottage Lodge, Sway Road, Brockenhurst, SO42 7SH and VAT registration number is 321359915.

### **1. INTRODUCTION**

1.1 You will be able to access this Website without registering your details with us.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website.

### **2. ORDERING FROM US**

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process, you will be given the opportunity to check your order and to correct any errors.

2.2 Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order, or you have cancelled your order.

2.3 We may refuse to accept an order: (a) where goods are not available; (b) where we cannot obtain authorisation for your payment; (c) if there has been a pricing or product description error; or (d) if you do not meet any eligibility criteria set out in our terms and conditions.

### **3. PRICING**

3.1 All prices include VAT (where applicable) at the current rates.

3.2 All purchases will be charged in Great British Pounds Sterling.

3.3 Our prices are reviewed periodically.

### **4. CANCELLATION, RETURNS AND FAULTY ITEMS**

4.1 If you wish to cancel your order you may do so only before we have despatched the goods to you by notifying us by email to [hello@yellowforest.co.uk](mailto:hello@yellowforest.co.uk)

4.2 If you wish to return goods you have received from us for any reason, you may do so subject to the following:

(a) The returned Products must be received by us within 7 days of original receipt by you and, (b) The Products and the product packaging must be in original condition (excluding the delivery packaging) (c) Orders for certain Products may not be cancelled – these include: (a) Products that have been clearly personalised; and (b) Products that are perishable and have been opened, including all teas, infusions and food products.

4.3 The costs of returning Products to us shall be borne by the customer unless the items are faulty (see clause 4.7). We recommend providing adequate insurance / tracking facility for returning Products to us since we are not responsible for returned items that do not reach us safely.

4.4 Upon receipt of the returned Products we will notify you that we have received them by email within 24 hours and process a refund for the price paid for the returned Products.

4.5 If you chose the delivery option Standard Delivery to the United Kingdom we will refund the amount paid for carriage. We will not refund the carriage charge for any other delivery option.

4.6 Refunds will be applied to the original payment method, we cannot change the method of refund (eg send a cheque). All refunds will clear into the account of the original payment method within 7 days.

The provisions of the clauses 4.1 to 4.6 inclusive do not affect your statutory rights.

4.7 If you wish to return Products that are faulty, please firstly contact us by email on [hello@yellowforest.co.uk](mailto:hello@yellowforest.co.uk) stating the order number and the fault. We will then contact you to arrange the return of the item. At your request you will receive either a replacement subject to stock availability or a full refund including any carriage charge paid.

## 5. LICENCE

5.1 You are not permitted to print or download extracts from this Website either for private or commercial use, including without limitation text, images, graphical images, animations or any other material on this Website.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in or relating to Yellow Forest are and shall remain the property of Cottage Lodge Hotel Ltd or, in the case of third party content, its licensors. You shall not alter or remove any copyright

symbol or any other identification or information concerning the authorship or ownership of any the data on this Website (including without limitation photographs and graphical images) belonging to Yellow Forest.

5.3 No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

## **6. SERVICE ACCESS**

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

## **7. VISITOR MATERIAL AND CONDUCT**

7.1 You are prohibited from posting or transmitting to or from this Website any material:

(a) 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;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) 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 the UK or any other country in the world; or

(d) 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).

7.2 You may not misuse the Website (including, without limitation, by hacking).

7.3 We will 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 clauses 7.1 or 7.2.

## **8. LINKS TO AND FROM OTHER WEBSITES**

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of the Yellow Forest logo; (b) you do not create a frame or any other browser or border environment around this Website; (c) you do not in any way imply that we are endorsing any products or services other than our own; (d) you do not misrepresent your relationship with us nor present any other false information about us; (e) you do not link from a website that is not owned by you; and (f) your website does not contain content that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we may suffer or incur as a result of your breach of clause 8.2.

## **9. DISCLAIMER**

9.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

9.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude 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 and conditions might have effect in relation to this Website.

## **10. LIABILITY**

10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

10.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

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

10.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

## **11. GOVERNING LAW AND JURISDICTION**

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **12. MISCELLANEOUS**

12.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

12.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

12.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.