

Shopping Terms & Conditions

By submitting an order on our website you are agreeing to these Terms and Conditions; please read them carefully. These Terms and Conditions do not affect your statutory rights.

Last updated 15 March 2017.

1. This website is operated by Gillions Of Crosby and the purchase of goods from this website is governed by these Terms and Conditions. From time to time we may amend these Terms and Conditions and when we do so we will update the "last updated" date in the paragraph above. Orders placed after this date will be bound by the changes made.

2. Purchase Contract

2.1. To place an order on our website you must be eighteen years old or over and have completed the registration process.

2.2. We will confirm acceptance of your order. We will do this either by email to the email address you have provided us with or by displaying a message on the website immediately after you have submitted your order. We may do both in which case acceptance will deem to be whichever arrived the soonest.

3. Prices and Delivery Charges

3.1. The price you will pay will be the website price at the time you placed or edited your order, subject only to any inadvertent technical error for which we will not be liable.

3.2. When items are priced by weight or volume we will charge for the actual weight or volume we supply. For this reason the prices shown on your order confirmation email and your order on the website whilst the order status is either 'Open' or 'Processing' are considered guide prices only. The actual price will be calculated when your order is 'Completed'.

3.3. The prices stated on the website will be inclusive of any VAT payable.

3.4. The price of the goods does not include a charge for delivery. The delivery charge may vary depending on your area.

4. Promotions

4.1. We may from time to time make promotional offers on the purchase of goods through our website. In this event the terms of any such promotional offer will be subject to these terms and conditions.

4.2. We may change the terms of any promotions, or withdraw them altogether, at any time and without prior notice.

4.3. We reserve the right to offer different promotions to different customers at our complete discretion.

4.4. Refunds given on any purchase subject to a promotional offer will be given on the terms of that promotion and the promotional price.

5. Methods of Payment

5.1. Payment may be made by cash or debit or credit card only. You cannot pay for your order by cheque.

5.2. The debit and credit cards accepted by us are those listed on the website on the date on which your order is placed.

5.3. We will take payment from your card prior to dispatch/delivery/collection once your order has been picked and packed.

5.4. We reserve the right to terminate our agreement with you if we are refused authority for payment at any time.

5.5. You agree to indemnify us in full against all costs expenses and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs. This will include an administration charge of not less than £20. We may at any time after a failed payment has occurred ask a debt collection agency to collect payment from you.

6. Delivery

6.1. Products are subject to availability and prevailing market conditions. We may limit the quantities of goods (particularly goods on special offer) supplied to any one customer if in our opinion the quantity ordered jeopardises availability for other customers.

6.2. We will always try to supply you with the full quantity that you have ordered. In the event that the goods delivered to you are incomplete or include incorrect goods, you must notify us promptly. If you are not satisfied with the quantity you have received and the condition of the goods are the same as when they were delivered we will arrange with you for them to be collected. You will not be charged for any incorrect goods or goods which you have not received. In any event, our liability will be limited to the price of the goods not delivered or incorrectly delivered and the cost of delivery.

6.3 Home Delivery

6.3.1. We will deliver your order to the delivery address that you selected when you placed your order. You may change your addresses at any time on the ["My Account"](#) webpage however this will have no effect on any order that you have submitted but not had delivered. Should this situation arise you must contact us immediately by email or telephone. We reserve the right to restrict deliveries in certain areas, and this includes the right to eliminate certain areas from our delivery schedule altogether.

6.3.2. The delivery time is agreed with you when you submit your order. Accordingly it is your responsibility to ensure that an appropriate person is available at the delivery address at this time. All goods must be signed for on delivery by an appropriate person. If no one is at the address when we deliver or in our judgement the person receiving the goods is not an appropriate person we will retain the goods and leave notification of attempted delivery. You will need to contact us to re-arrange delivery and a further charge may become payable provided we attempt to deliver at the agreed time.

Whilst we make every effort to deliver your order in the agreed time we will not be liable if we fail to do so in part or in full due to circumstances beyond our control. If we fail to deliver to the agreed time then we will endeavour to contact you as soon as we are able to reschedule your delivery time and date. In any event our liability to you will be limited to the price of goods not delivered and the cost of delivery.

6.3.3. Should you fail to be present for your delivery we are entitled to charge you in full for an amount equal to the cost of perishable items contained in your order and the delivery charge.

6.3.4. We will endeavour to supply items as close to the ordered weight as possible however if the weight of any item is unacceptable you may reject it at your complete discretion at delivery time.

6.3.5. In the event of non-availability of any goods you order, we may offer a reasonable substitute. This may affect the price you pay. You may reject any substitute item at your complete discretion at delivery time.

6.4. Collection Point Delivery

6.4.1. We will deliver your order to the collection point you selected when you placed your order.

6.4.2. The collection time slot is agreed with you at the time you place your order and accordingly it is your responsibility to ensure that you or another appropriate person collect your order during this period.

6.4.3 The person collecting the order may be asked to identify themselves and/or prove their authority to collect the order. A printed copy of your order is normally acceptable proof. If at our reasonable discretion we cannot satisfy ourselves that the person collecting your order has the authority to do so, or is not an appropriate person, we may decline to allow the order to be collected. In this event you will need to contact us to re-arrange delivery and a further charge may become payable provided we attempt to deliver at the agreed time.

6.4.4. Should you fail to collect your order we are entitled to charge you in full for an amount equal to the cost of perishable items contained in your order and the delivery charge.

6.4.5. We will endeavour to supply items as close to the ordered weight as possible however if the weight of any item is unacceptable you may reject it at your complete discretion at collection time.

6.4.6. In the event of non-availability of any goods you order, we may offer a reasonable substitute. This may affect the price you pay. You may reject any substitute item at your complete discretion at collection time.

6.5. Courier Delivery

6.5.1. We will dispatch your order to the delivery address that you selected when you placed your order. You may change your addresses at any time on the "[My Account](#)" webpage however this will have no effect on any order that you have submitted but not had delivered. Should this situation arise you must contact us immediately by email or telephone.

6.5.2. The delivery time is agreed with you when you submit your order. Accordingly it is your responsibility to ensure that an appropriate person is available at the delivery address at this time or at any alternative address given to us when you placed your order.

Whilst we make every effort for your order to be delivered at the agreed time we will not be liable if we fail to do so in part or in full due to circumstances beyond our control. In any event our liability to you will be limited to the price of goods not delivered and the cost of delivery.

6.5.3. All goods must be signed for on delivery by an appropriate person. If the courier cannot get a signature the insurance is invalidated and consequently no claims can be accepted.

6.5.4. If we are unable to supply any of the items in your order we will contact you to agree appropriate substitutions or actions. If we have difficulty contacting you this may delay dispatch of your order.

6.5.5. We will endeavour to supply items as close to the ordered weight as possible and guarantee it will be no less than the weight ordered and no greater than 15% of the weight ordered. If we are unable to supply an item within these limits we may at our discretion supply you additional weight without charge or we will contact you before dispatching your order for your acceptance. If we have difficulty contacting you this may delay dispatch of your order.

6.6. Simple Delivery

6.6.1. We will dispatch your order to the delivery address that you selected when you placed your order. You may change your addresses at any time on the "[My Account](#)" webpage however this will have no effect on any order that you have submitted but not had delivered. Should this situation arise you must contact us immediately by email or telephone.

6.6.2. All goods must be signed for on delivery by an appropriate person. If the delivery person cannot get a signature the insurance is invalidated and consequently no claims can be accepted.

6.6.3. If we are unable to supply any of the items in your order we will contact you to agree appropriate actions. If we have difficulty contacting you this may delay dispatch of your order.

7. Changes and cancellation

7.1. You can amend your order or cancel it on the website until we lock it for processing. The exact date an order is locked is dependant on the item that takes the longest to process and therefore will vary from order to order. Orders cannot be amended by telephone or email. If an order has not been dispatched you may cancel it by telephone.

7.2. If for whatever reason you are unhappy with any non-perishable goods you may return them to us for a full refund provided you inform us within 14 days of receipt of your decision either by email or letter. We will arrange with you to either collect the goods from you or for you to return them to us at your cost. The goods must be unused, in the same condition as they were delivered to you, and in the original packaging.

8. Defective Goods

8.1. We guarantee the quality of our goods. You must inspect the goods and notify us promptly by either informing the delivery person, telephone or email of any dissatisfaction with your order. For the goods that do not meet with your reasonable satisfaction we will arrange with you for them to be collected and at your discretion we will either fully refund you for them or replace them.

9. Liability

9.1. Nothing in these Terms and Conditions will exclude our liability for personal injury or death caused by our negligence.

9.2. We will not be liable to you if our performance is delayed or fails due to circumstances beyond our reasonable control including, but not limited to, fire, flood, strikes, riot, accident, civil commotion, disruption to energy supplies, and act of terrorism or war.

9.3. We will not be liable to you or any third party for any consequential or incidental loss.

9.4. Excepting that set out in paragraph 9.1 our maximum liability to you arising from any order and the subsequent supply of goods will be limited to the retail price of the goods contained in that order and the cost of delivery.

10. Privacy and security

10.1. The information we request from you when you register and when you place an order will be treated by us with care and security. We will not sell or rent your information to any third party for their marketing purposes unless you agree otherwise. Please see our full [privacy statement](#) for further details.

10.2. Whenever we request personal detail or credit and debit card information from you we will use Secure Sockets Layer (SSL) technology to encrypt the connection between us and you. Personal details are stored securely on servers that are not directly accessible via the Internet. Your card payment details are stored by our payment service provider.

10.3. When you register with this website you will be asked to provide a password. You must keep this password confidential and not disclose it to or share it with anyone. You will be responsible for all orders that are submitted using your password. If you know or suspect that someone else knows your password then you should change it immediately on the ["My Account"](#) webpage. If we have reason to believe there may be a security breach or misuse of our website we may require you to change your password or we may suspend your account in accordance with paragraph 11 below.

11. Our right to cancel your registration.

11.1. We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

12. General

12.1. These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English Courts.

12.2. If any of these Terms and Conditions is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

12.3. The content of this website is protected by copyright, trademarks, and other intellectual rights. You are only permitted to use this material for your personal use in placing orders on this website. You may not otherwise reproduce, copy, modify, distribute or use for commercial purposes any of the content of this website without written permission from us.